

**TOWN OF PARKER COUNCIL AGENDA  
MAY 2, 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**
- **Peace Officer Advocacy Award for Detective Bev Wilson**
- **CALEA Re-Accreditation for Police Department**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES**

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

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

7. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**

*April 18, 2016*

B. **ORDINANCE NO. 1.479 – First Reading**

*A Bill for an Ordinance to Approve the Sale and Assignment of Interest in Salt Storage Facility By and Between the Town of Parker, Colorado, and South Metro Fire Rescue Authority and consented to by Douglas County School District RE-1*

*Department: Engineering, Chris Hudson*

*Second Reading: June 6, 2016*

C. **INTENTIONALLY LEFT BLANK**

- D. *ORDINANCE NO. 5.23.8 – First Reading*  
*A Bill for an Ordinance to Amend Section 7.02.100 of the Parker Municipal Code Concerning Residential On-Street Parking Permits and Fees*  
*Department: Communications, Elise Penington*  
*Second Reading: May 16, 2016*
- E. *RESOLUTION NO. 16-036*  
*A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for the East-West Trail East of Chambers Road*  
*Department: Engineering, Tom Gill*  
*Parks and Recreation, Dennis Trapp*
- F. *RESOLUTION NO. 16-037*  
*A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for Tract P, Meridian International Business Center Filing No. 7, as Recorded June 27, 2005, at Reception No. 2005057700, County of Douglas, State of Colorado*  
*Department: Engineering, Tom Williams*
- G. *CONTRACTS ABOVE \$100,000*
- *2016 Townwide Concrete Replacement (CIP 16-006)*  
*Amount: \$1,368,897.00*  
*Contractor: Silva Construction Inc.*  
*Department: Public Works, Steve Eubanks*
  - *Cotton wood Drive Widening (Phase 1) Professional Services Agreement*  
*Amount: \$248,886.46*  
*Consultant: Tsiouvaras Simmons Holderess, Inc.*  
*Department: Engineering, Tom Gill*
  - *Pool Shell Replaster and Maintenance, RFP 16-05*  
*Amount: \$103,250.00*  
*Contractor: Mid-America Pool Renovation, Inc.*  
*Department: Recreation, Jim Cleveland*
- H. *PROCLAMATION – Building Safety Month – May 2016*  
*Department: Town Council*
- I. *NEWLIN CROSSING PROPERTY*  
*Applicant: Wes Segele, 98 W Parker LTD*  
*Location: Northeast Corner, Mainstreet and Chambers Road*  
*Department: Community Development, Patrick Mulready*  
*Second Reading: May 16, 2016*
- (1) *ORDINANCE NO. 2.245 – First Reading*  
*A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Newlin Crossing Property in Douglas County*

- (2) *ORDINANCE NO. 3.322 – First Reading*  
*A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Newlin Crossing Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith*

8. **TOWN ADMINISTRATOR**

- Reports

9. **PUBLIC HEARINGS**

**SETBACK VARIANCE AT LOT 1B, PARKER AUTO PLAZA FILING 2, THIRD AMENDMENT**

**Applicant:** Chad Wheeler, Dimension Group Engineering  
**Location:** Generally located north of the northwest corner of the intersection of Lincoln Avenue and Ponderosa Drive  
**Department:** Community Development, Patrick Mulready

10. **ORDINANCE NO. 3.01.109** – Second 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

11. **ORDINANCE NO. 9.254** – Second 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

12. **ORDINANCE NO. 9.255** – Second 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

13. **ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

May 2, 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 amendment to the Intergovernmental Agreement and Comprehensive Development Plan with Douglas County

"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. Section 13.04.240(c) of the Parker Municipal Code



**TOWN OF PARKER COUNCIL  
MINUTES  
APRIL 18, 2016**

Mayor Mike Waid called the meeting to order at 6:25 P.M. Councilmember Debbie Lewis was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were three (3) items. Under C.R.S. § 24-6-402(4)(a) there was one item which was the potential purchase and sale of Town owned property on Mainstreet; under C.R.S. § 24-6-402(4)(e) there was one item for proposed amendments to the subdivision agreement associated with the Vantage Point Property and under C.R.S. 24-6-402(4)(b) there was one item which was a specific legal question concerning C.R.S. Section 24-6-402.

**EXECUTIVE SESSION**

Josh Martin moved and Joshua Rivero seconded to go into Executive Session to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a), 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 Josh Martin seconded to come out of Executive Session at 7:09 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

Mayor Waid reconvened the meeting at 7:18 P.M.

Cub Scouts who were in the audience led the Council and audience in the Pledge of Allegiance.

**SPECIAL PRESENTATIONS**

- **Dr. Mark Thorsen – 2016 Secondary Educator of the Year**  
**Mayor Waid introduced Dr. Thorsen and read a proclamation.**

**PARKER CHAMBER OF COMMERCE UPDATES**

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

**PUBLIC COMMENTS** – None

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

**Josh Martin**

Worked with the staff on expansion of E-470 and getting a trail system where everyone can have full access.

**Josh Rivero**

Gave kudos to the snow crew and Police Department.

**John Diak**

John has been nominated to the DRCOG Budget and Finance Committee.

**Mike Waid**

Thanked the staff for keeping the roads clear during the snow storm.

**CONSENT AGENDA**

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*

*Amy Holland advised that she is part of the Foundation (Item 6F) and would recuse herself. Council advised that they were okay with her voting on this item.*

*John Diak moved and Renee Williams seconded the motion to approve Consent Agenda Items 6A through 6M.*

*The motion was approved unanimously.*

**TOWN ADMINISTRATOR**

- **Reports**

Randy Young advised that his monthly report is on the internet.

**PUBLIC HEARINGS**

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

**Department: Economic Development, Matt Carlson**

**7:37 P.M.**

Armstrong Capital Development, LLC, through its subsidiary Parker & Lincoln Development LLC, filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (the “TAP Program”). The proposed TAP agreement with Parker & Lincoln Development LLC will include:

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

The proposed Parker Keystone project is a new Class A retail center located at the southeast corner of Parker Road and Lincoln Avenue. 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 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

Mr. Armstrong was available for questions.

**Public Comment – None**

The Public Hearing was closed at 7:40 P.M.

Amy Holland moved to approve the Tax and Fee Program Assistance Agreement for Parker Keystone.

Josh Martin seconded the motion.

The motion was approved unanimously.

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

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

**7:41 PM**

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 Town 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.

James Taylor and Dan Williams of Anderson Mason & Dale briefly highlighted the project.

**Public Comment – None**

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

Josh Rivero moved 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.

Amy Holland seconded the motion.

The motion was approved unanimously.

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

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

**7:54 P.M.**

The applicant 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.

Ordinance No. 3.312 suspends applications for the development and construction of mini-warehouses, outdoor storage and storage related uses. The ordinance states 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 Use by Special Review qualifies for the exemption. (Detailed information is available in the Planning Department.)

**Applicant**

Scott Wright highlighted the Dransfeldt Business Park.

It was announced that if Council chooses to approve this item, Condition #3 should be eliminated and approved with two conditions.

**Public Comment – None**

The Public Hearing was closed at 8:11 P.M.

Joshua Rivero moved to approve, based upon staff findings, with two conditions contained in the staff report, strike condition #3.

John Diak seconded the motion.

The motion was approved unanimously.

**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**

This ordinance is to allow for Town maintenance of the Parker Road (State Highway 83) traffic signals.

There are currently thirteen traffic signals on Parker Road within the Town’s incorporated boundaries. The northern-most traffic signal is Cottonwood Drive and the southern-most 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 equates to \$46,800 per year.

**Public Comment – None**

Amy Holland moved to approve Ordinance No. 9.253 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

**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**

The acquisition of rights-of-way and easements is needed to construct a pedestrian bridge on Chambers Road.

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

**Public Comment – None**

Josh Martin moved to approve Ordinance No. 1.478 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

**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**

This item conveys 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. 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.

**Public Comment – None**

Joshua Rivero moved to approve Ordinance No 1.476 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

**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**

This ordinance conveys 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. 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.

**Public Comment – None**

Joshua Rivero moved to approve Ordinance No 1.476 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:28 P.M.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor





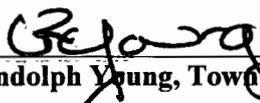
ITEM NO: 7B  
DATE: 05/02/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: ORDINANCE NO. 1.479 – A Bill for an Ordinance to Approve the Sale and Assignment of Interest in Salt Storage Facility By and Between the Town of Parker, Colorado, and South Metro Fire Rescue Authority, and Consented to by Douglas County School District RE-1**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (05/02/2016) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING            | (06/06/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

  
\_\_\_\_\_  
Tom Williams, Engineering Director

  
\_\_\_\_\_  
G. Randolph Young, Town Administrator

**ISSUE:**

Approval of a sale and assignment agreement with South Metro Fire Rescue Authority for the salt storage facility at the Joint Service Facility.

**PRIOR ACTION:**

None.

**FUNDING/BUDGET IMPACT:**

The Town would receive \$77,352 for the 88% share of this building that is no longer needed.

**BACKGROUND:**

In the mid-1990's, the Town of Parker and the Douglas County School District (DCSD) partnered to construct a 1,200 square foot salt storage building at the Joint Service Facility (JSF). The JSF site (located near the northwest corner of Twenty Mile Road and Plaza Drive) is a partnership between South Metro Fire Rescue Authority (SMFRA), the Town and the DCSD. Per the original arrangement, the Town and DCSD are responsible for an 88/12 split on the construction and ongoing maintenance of the salt storage building. The Town utilized this salt storage facility for snow/ice control operations for approximately two (2) decades until the spring of 2015.

In the summer of 2015, the Town completed the construction of the Public Works Operations Center (PWOC). The PWOC facility construction included the building of a replacement deicer (salt) storage building and therefore the JSF salt storage facility is no longer needed. Based on interest from the DCSD, the Town commenced the process of selling the JSF salt storage facility to the DCSD in 2015. This process included getting an appraisal to establish the value of the building. In early 2016, DCSD decided that they did not need or want the building. The Town

then reversed course and started the process of acquisition of the DCSD's 12% interest in the building. At about that time, the Town was approached by the Parker Area Historical Society (PAHS) about their need to find storage for a historical fire truck known as "The Judge". If the Town owned this building in its entirety (100%), it could be used by PAHS and the Town for storage.

At approximately this same time, SMFRA became aware of a need for additional storage for fire apparatus equipment at the JSF. SMFRA approached the Town about this need in April and their desire to purchase the JSF salt storage building. The need for SMFRA storage is due to responsiveness with fire equipment that is staged at the JSF. Town staff discussed the PAHS needs for storage with SMFRA to see if they could coexist in the same building. SMFRA need is for the entire building but they have proposed to store the PAHS historic truck for five (5) years at another location in the Parker area.

As this is a proposed transfer of property, an ordinance is required. Since the DCSD owns 12% of the salt storage building, DCSD must consent to the sale and assignment agreement between the Town and SMFRA. While it will be a separate agreement, SMFRA must also purchase the DCSD 12% interest in the building.

**RECOMMENDATION:**

Approve the ordinance.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

- 1) Vicinity Map
- 2) Ordinance (2 pages)
- 3) Sale and Assignment Agreement (8-pages)

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 1.479 on first reading and schedule second reading for June 6, 2016, as a part of the consent agenda."

# Parker Joint Service Property Salt Storage Facility Vicinity Map



Salt Storage Facility

Twenty Mile Rd

Plaza Dr

Cherry

Creek

Railbender  
Park



0 200 400 Feet

ORDINANCE NO. 1.479, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SALE AND ASSIGNMENT OF INTEREST IN SALT STORAGE FACILITY BY AND BETWEEN THE TOWN OF PARKER, COLORADO, AND SOUTH METRO FIRE RESCUE AUTHORITY, AND CONSENTED TO BY DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

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 Sale and Assignment of Interest in Salt Storage Facility by and between the Town of Parker, Colorado, and South Metro Fire Rescue Authority, and consented to by Douglas County School District RE-1, 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

**SALE AND ASSIGNMENT OF  
INTEREST IN SALT STORAGE FACILITY**

This Sale and Assignment of Interest in Salt Storage Facility (this "Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **TOWN OF PARKER, COLORADO**, a home rule municipal corporation organized under the laws of the State of Colorado ("Parker") and **SOUTH METRO FIRE RESCUE AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado ("SMFRA"), and consented to by **DOUGLAS COUNTY SCHOOL DISTRICT RE-1**, a public school district organized under the laws of the State of Colorado (the "School District").

**RECITALS**

A. Parker, the School District and SMFRA are the current members of a Joint Venture as defined in and evidenced by an Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility effective September 3, 1991, as amended (the "Ownership Agreement"). The purpose of the Joint Venture was to develop, construct, own and operate the Joint Service Facility located at 17801 E. Plaza Drive, Parker, Colorado (the "Facility").

B. Parker, the School District and SMFRA are also the parties to an Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility effective November 22, 2010, as amended (the "Operations Agreement").

C. Pursuant to the terms of the Operations Agreement, Parker is responsible for eighty-eight percent (88%) of the Operating Costs and Minor Repair Costs associated with the salt and sand storage facility for road maintenance at the Facility (the "Salt Storage Building"), and the School District is responsible for the remaining twelve percent (12%) of such costs. Parker desires to sell and assign to SMFRA, and SMFRA desires to purchase and assume from Parker, all of Parker's right, title and interest in and to the Salt Storage Building and related property, on all of the terms and conditions contained herein.

D. Pursuant to the terms of the Ownership Agreement and the Operations Agreement, the sale and assignment contemplated herein requires the School District's prior written consent.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Parker and SMFRA agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement.
2. Sale and Assignment. In consideration of the mutual covenants and agreements contained in this Assignment, Parker agrees to sell and assign to SMFRA, and SMFRA agrees to purchase and assume from Parker, upon the terms and conditions set forth below, all of Parker's

right, title and interest in and to the Salt Storage Building and all of its contents (collectively, the “Salt Storage Property”) as set forth in the Ownership Agreement and the Operations Agreement.

3. Assumption. Upon receipt of the Bill of Sale (defined below), SMFRA assumes and agrees to perform, observe, and fulfill, all the terms, covenants, conditions, and obligations required to be performed and fulfilled by Parker under the Ownership Agreement and the Operations Agreement with respect to the Salt Storage Property.

4. Post-Closing Rights. From and after the Closing, Parker shall have no further right, title or interest in the Salt Storage Property other than Parker’s undivided ownership interest in the real property on which the Salt Storage Property was constructed, as tenants in common with the members of the Joint Venture pursuant to the terms and conditions of the Ownership Agreement, which the parties agree is not being transferred pursuant to this Assignment.

5. Purchase Price. The purchase price (“Purchase Price”) for the Salt Storage Property shall be Seventy Seven Thousand Three Hundred Fifty Two and 00/100 Dollars (\$77,352.00) attributable to Parker’s right, title and interest in the Salt Storage Building. The Purchase Price shall be paid to Parker in immediately available funds at the Closing.

6. Property Sold As Is. Except as otherwise expressly provided in this Assignment: (a) SMFRA will be relying upon its own knowledge of and inspection of the Salt Storage Property to evaluate the condition of the Salt Storage Property and the suitability of the Salt Storage Property for SMFRA’s intended use, (b) SMFRA hereby acknowledges that it is familiar with the Salt Storage Property and has had sufficient opportunity to inspect the same to determine the condition of the Salt Storage Property and its suitability for SMFRA’s intended use, (c) the Salt Storage Property is being bought and sold AS IS with no warranties, express or implied, as to its physical condition, suitability for use, its value, or any other attribute, (d) Parker makes no representations or warranties of any kind regarding the condition of the Salt Storage Property and its compliance with any laws, rules, ordinances or covenants, including without limitation any environmental protection, pollution, and land use laws, regulations, and ordinances, (e) SMFRA shall rely solely upon its own knowledge and investigations of the Salt Storage Property in determining whether to consummate this transaction, and (f) SMFRA’s acceptance of the Bill of Sale conveying the Salt Storage Property shall represent confirmation of SMFRA’s acceptance of the terms of this Section.

7. Warranties and Covenants.

(a) Warranties of Parker.

(i) Parker hereby warrants and represents to SMFRA that as of the Effective Date, Parker is the holder of all the right, title and interest in the property being conveyed by it hereunder and that it has the authority to enter into this Assignment.

(ii) Pursuant to Section 15.2 of the Town Charter, the terms of any agreement for conveyance of the Salt Storage Property are expressly subject to prior approval by ordinance of the Parker Town Council. If Parker gives notice to SMFRA that the terms of this

Assignment have not been approved by the Parker Town Council, then this Agreement shall automatically terminate, and neither party shall have any further liability hereunder.

(b) Covenants of SMFRA.

(i) SMFRA hereby covenants that it shall assume, fulfill, perform, and observe each and every condition and obligation of Parker with respect to the Salt Storage Property.

(ii) SMFRA represents that this Assignment has been or will be duly authorized and executed and delivered by SMFRA and that SMFRA has the authority to perform the obligations contained herein in accordance with their terms.

8. Closing. The transfer of the Salt Storage Property from Parker to SMFRA hereunder shall consist of the simultaneous exchange of the Purchase Price and the Bill of Sale (the "Closing") and shall occur within thirty (30) days after the date of this Assignment at a date and location mutually agreed upon by the parties, or if no such agreement, at 10:00 a.m. on the thirtieth (30<sup>th</sup>) day after the Effective Date (unless such date is a Saturday, Sunday or holiday observed by the Town of Parker, in which case the next succeeding date that is not a Saturday, Sunday or holiday observed by the Town of Parker) at Town Hall, 20120 Mainstreet, Parker, CO 80138.

9. Closing Documents. Upon receipt of the Purchase Price, Parker shall convey the Salt Storage Property to SMFRA pursuant to a Bill of Sale in the form attached hereto as Exhibit A (the "Bill of Sale"). Parker and SMFRA shall provide such additional documents or information as either party may reasonably request in order to further evidence the transfer of the Salt Storage Property pursuant to the terms hereof, although the parties do not currently contemplate that any such additional documents or information shall be required.

10. School District Consent. The School District consents to the transfer and assignment of the Salt Storage Property from Parker to SMFRA as evidenced by the School District's signature on this Assignment. No further consent shall be required from the School District for Parker to transfer the Salt Storage Property to SMFRA by Bill of Sale as contemplated herein.

11. General Provisions.

(a) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon Parker and SMFRA and their respective heirs, executors, legal representatives, successors and assigns.

(b) Notices. All notices, demands, requests, exercises, and other communications under this Assignment by either party shall be in writing and sent pursuant to the notice provisions of the Operations Agreement.

(c) Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the

remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected and shall be enforced to the greatest extent by law.

(d) Further Acts. Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Assignment.

(e) Entire Understanding. This Assignment and the attached Exhibit contain the entire understanding between the parties and supersedes any prior understandings and/or written or oral agreements between them with respect to the subject matter of this Assignment. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Assignment that are not fully expressed herein. The terms of this Assignment are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Assignment constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Assignment.

(f) Applicable Law. This Assignment shall be interpreted, construed, and enforced according to the laws of the State of Colorado, exclusive of its laws regarding conflicts of law.

(g) No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination sought.

(h) Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**SOUTH METRO FIRE RESCUE  
AUTHORITY**

By: \_\_\_\_\_

\_\_\_\_\_  
[print name/title]

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
[print name/title]

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
[print name/title]  
Attorney for the South Metro Fire Rescue Authority

**CONSENT**

DOUGLAS COUNTY SCHOOL DISTRICT RE-1 hereby consents to the sale and assignment of the Town of Parker's right, title and interest in and to the Salt Storage Property to South Metro Fire Rescue Authority pursuant to the terms and conditions of the foregoing Assignment.

**DOUGLAS COUNTY SCHOOL  
DISTRICT RE-1**

By: \_\_\_\_\_  
\_\_\_\_\_  
[print name/title]

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
[print name/title]

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_  
[print name/title]  
Attorney for the Douglas County School District RE-1

**EXHIBIT A**

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS,

That the Town of Parker, a Colorado municipal corporation, having an address of 20120 E Mainstreet, Parker, Colorado 80138 ("Grantor"), for and in consideration of the sum of Seventy Seven Thousand Three Hundred Fifty Two and 00/100 Dollars (\$77,352.00) attributable to Grantor's right, title and interest in the Salt Storage Building, lawful money of the United States, to it in hand paid, at or before delivery of these presents by South Metro Fire Rescue Authority, a quasi-municipal corporation and political subdivision of the State of Colorado having an address of 9195 E. Mineral Avenue, Centennial, Colorado 80112 ("Grantee"), the receipt of which is hereby acknowledged, by these presents does hereby grant, convey and quitclaim unto Grantee, its successors and assigns, all right, title and interest of Grantor in and to all of Grantor's right, title and interest in the property described in Schedule 1 annexed hereto and made a part hereof (the "Salt Storage Property"). The foregoing conveyance is made without recourse, representation or warranty of any kind, except that Grantor represents that the personal property conveyed hereby is free of any monetary lien or encumbrance.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed as of this \_\_\_ day of \_\_\_\_\_, 2016.

**GRANTOR: TOWN OF PARKER,  
COLORADO**

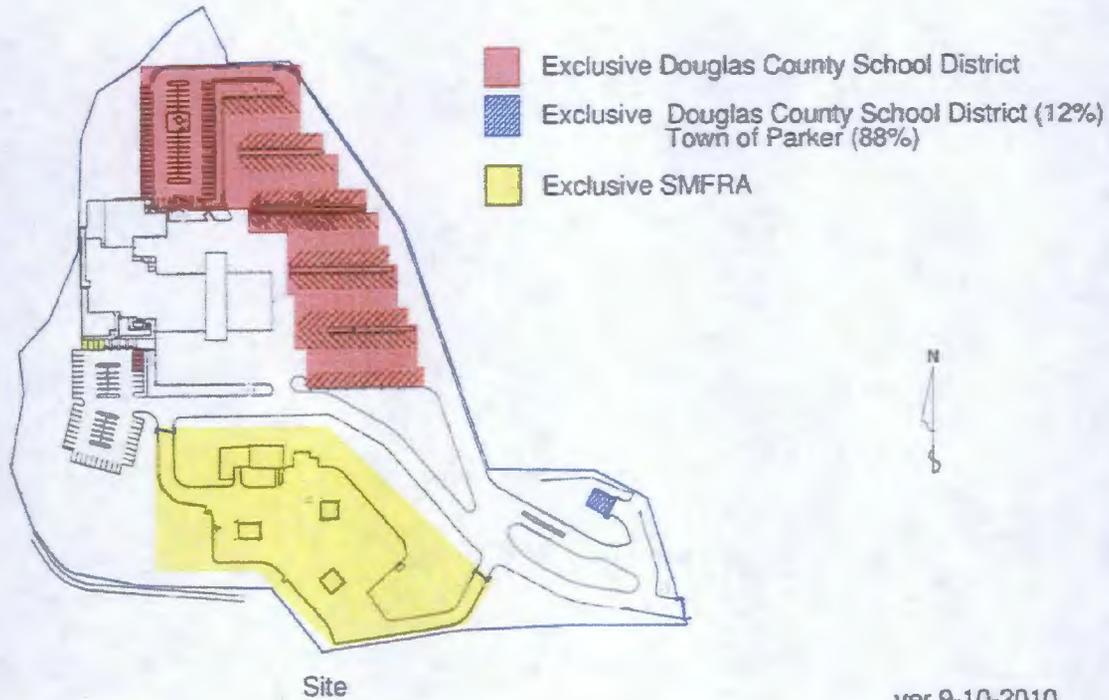
By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

## SCHEDULE 1 TO BILL OF SALE

All of Grantor's right, title and interest in the salt and sand storage facility located at 17801 E. Plaza Drive, Parker, Colorado and depicted in blue crosshatch, below, including all of its contents, pursuant to the Intergovernmental Agreement for the Construction and Ownership of a Joint Service Facility effective September 3, 1991, as amended, and the Intergovernmental Agreement for the Administration and Operation of a Joint Service Facility effective November 22, 2010:



Such right, title and interest being conveyed expressly excludes Grantor's undivided ownership interest in the real property on which the Salt Storage Property was constructed, as tenants in common with the members of the Joint Venture, which the parties agree is not being transferred pursuant to this Bill of Sale.



Item No. 7C

**THIS ITEM WAS INTENTIONALLY LEFT BLANK**





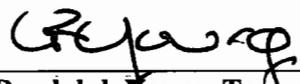
ITEM NO: 7D  
DATE: 05/02/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: ORDINANCE NO. 5.23.8 – A Bill for an Ordinance to Amend Section 7.02.100 of the Parker Municipal Code Concerning Residential On-Street Parking Permits and Fees.**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (05/02/2016) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING            | (05/16/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

  
\_\_\_\_\_  
Elise Penington, Communications Director

  
\_\_\_\_\_  
G. Randolph Young, Town Administrator

#### **ISSUE:**

The Town of Parker's Let Freedom Sing July 4<sup>th</sup> event, held annually at Salisbury Park, has been very successful and event attendance continues to grow each year. The success of the event has resulted in the adjacent neighborhood, Horseshoe Ridge, experiencing heavy traffic on event day, as well as a great deal of event day parking. While the streets in Horseshoe Ridge are public, they are constructed in a narrower fashion, which has resulted in access and parking problems for residents in the subdivision, as well as a concern for the ability of emergency vehicles to access homes in the subdivision in case of an emergency during the event.

#### **PRIOR ACTION:**

A committee comprised of staff from the Town's Police, Engineering, Public Works and Communications Department, as well as our internal staff that handles emergency access needs and the Town Administrator's Office, met to discuss solutions to this issue. The committee recommended a solution of closing the neighborhood to event traffic and implementing a permit process for event day to accommodate residents, as well as two guest parking permits per household. Town staff met with the Horseshoe Ridge HOA and they were in favor of this solution. The Town is working closely with the HOA on the rollout and implementation for the 2016 Let Freedom Sing event.

#### **FUNDING/BUDGET IMPACT:**

None. The cost associated with this change will be absorbed by existing budgets.

#### **BACKGROUND:**

To address the problems of access and parking, section 7.02.100 of the Parker Municipal Code could be amended to allow for the Chief of Police to restrict parking in residential areas that are impacted by large events held on Town-owned property by issuing parking permits and posting signs to restrict parking.

**RECOMMENDATION:**

Approve

**PREPARED/REVIEWED BY:**

James S. Maloney, Town Attorney; Elise Penington, Communications Director; Michelle Kivela, Deputy Town Administrator

**ATTACHMENTS:**

Attachment 1: Ordinance No. 5.23.8

Attachment 2: Horseshoe Ridge HOA Restricted Public Access Information Sheet

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 5.23.8 on first reading and schedule second reading for May 16, 2016, as a part of the consent agenda."

ORDINANCE NO. 5.23.8, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 7.02.100 OF THE PARKER MUNICIPAL CODE CONCERNING RESIDENTIAL ON-STREET PARKING PERMITS AND FEES**

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

**Section 1.** Section 7.02.100 of the Parker Municipal Code is amended to read as follows:

**7.02.100 Residential on-street parking permits and fees.**

(a) The Chief of Police may determine that the parking of motor vehicles in residential areas for the purpose of accessing destinations in nearby commercial, industrial, ~~or~~ institutional areas **or large events held on Town owned** property could:

- (1) Cause hazardous traffic conditions in the residential area;
- (2) Produce auto emissions, noise, trash and refuse;
- (3) Unreasonably burden residents of the area in gaining access to their residences; or
- (4) Damage the character of those areas as residential districts and diminish the value of the property in those areas.

(b) Upon such determination, the Police Department may post signs pursuant to this Chapter to limit the duration of parking; and upon application, the Chief of Police or his or her designee shall issue permits to residents of such areas who own or operate a motor vehicle allowing the vehicle to be parked in the block on which the owner of the vehicle resides as if there were no time limitation restrictions on such parking. The permit shall be affixed to the lower left-hand corner of the rear window of the vehicle, or in a location on the vehicle approved by the Chief of Police or his or her designee. This provision shall not apply to metered parking spaces.

(c) An annual fee of one dollar (\$1.00) shall be charged for each permit issued for a vehicle when proof of residence in the appropriate block is based on a current state motor vehicle registration for the vehicle. An annual fee of two dollars (\$2.00) shall be charged for each permit issued for a vehicle when proof of residence in the appropriate block must be determined by other means.

**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



*Your kind of place.*

### **Horseshoe Ridge HOA Restricted Public Access – Let Freedom Sing! July 4, 2016**

Per HOA Approval, the Town of Parker is restricting public access to the Horseshoe Ridge community during our annual Independence Day celebration, Let Freedom Sing! This year's free event will once again be held at Salisbury Park located at 11920 Motsenbocker Rd., on Monday, July 4 from 6 to 10:30 p.m.

- The Town is restricting public access to Horseshoe Ridge due to it being directly adjacent to Salisbury Park and the narrower roads in the subdivision.
- Restricted public access will start at 3:30 p.m. on July 4, 2016 and end at 10:30 p.m. that same day. Parker Police will monitor inbound access, but not outbound.
- The Town of Parker will provide Horseshoe Ridge HOA via the Cherry Creek HOA Professionals Six Hundred and Twelve (612) Access Permits. This is the equivalent of two permits per household and allows for safe parking on one side of the street.
- It is the Horseshoe Ridge HOA's responsibility to create and implement a communication plan with the community residents and distribute the access permits as they see fit.
- Residents and guests will enter at the south entrance of the subdivision on Hess Road where Parker Police will check residents' drivers licenses for entrance and/or ask to see an access pass for any guest entries to the subdivision. Parker Police will also be stationed at the Motsenbocker and Triple Crown Street entrance directly across from Salisbury Park, but will only admit emergency response vehicles at this location.
- The north entrance to the subdivision from Salisbury Heights and the other entrance off of Motsenbocker (Triple Crown Drive) will be blocked off with barricades with no access in or out from 3:30 p.m. to 10:30 p.m.
- It's important to note that this event will attract thousands of people. Traffic may be congested in and around Salisbury Park, with the heaviest traffic occurring between 8:30 to 10:30 p.m.
- We have made significant improvements to our event parking plan, which we hope will improve the traffic flow from previous years. However, we still anticipate heavy traffic throughout the night and alternate routes are suggested.
- The fireworks will be launched from the open space just north of the baseball fields at Salisbury Park. Depending on the prevailing winds, it is possible that some paper debris may be found on properties within close proximity to the launching site.

The Town greatly appreciates your patience during this great community event. For more specific information on the event and a schedule of activities, please visit [www.parkeronline.org/LetFreedomSing](http://www.parkeronline.org/LetFreedomSing).





ITEM NO: 7E  
DATE: 05/02/2016

## REQUEST FOR TOWN COUNCIL ACTION

**TITLE: RESOLUTION NO. 16-036 - A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for the East-West Trail East of Chambers Road**

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

A handwritten signature in black ink, appearing to read "Tom Williams", is written over a horizontal line.

**Tom Williams, Engineering Director**

**G. Randolph Young, Town Administrator**

**ISSUE:**

Conveyance of a recreational trail and drainage easement from Shea Homes Limited Partnership for the East-West Trail east of Chambers Road.

**PRIOR ACTION:**

None.

**FUNDING/BUDGET IMPACT:**

Funding for the trail construction is part of the Parks, Recreation and Open Space Fund.

**BACKGROUND:**

This is needed easement for the future bike/pedestrian trail and drainage facilities associated with the East-West Trail east of Chambers Road. A resolution is needed to accept this conveyance. The Town anticipates construction of this segment of the East-West Trail in the second half of 2016.

**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 (7 pages)

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 16-036, as a part of the consent agenda."

East / West Trail  
Recreational Trail and Drainage  
Easement Vicinity Map



Stepping Stone

Chambers Rd

Parker Town Boundary

Mainstreet

Lutheran High School

Gulch

Recreation Trail and Drainage Easement

Newlin

Heirloom

Parker Town Boundary

Chambers Rd



0 500 1,000 Feet

RESOLUTION NO. 16-036, Series of 2016

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM SHEA HOMES LIMITED PARTNERSHIP FOR THE EAST-WEST TRAIL EAST OF CHAMBERS ROAD**

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain property interests for an easement for a bike and pedestrian trail, and drainage and drainage facilities, from Shea Homes Limited Partnership;

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 an easement for a bike and pedestrian trail, and drainage and drainage facilities, from Shea Homes Limited Partnership, as provided in the Recreational Trail and Drainage Easement Agreement, which is attached hereto 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

## RECREATIONAL TRAIL AND DRAINAGE EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL AND DRAINAGE EASEMENT AGREEMENT is made this 17<sup>th</sup> day of MARCH, 2016, between Shea Homes Limited Partnership (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town").

1. Grant of Easement. In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants to the Town an easement for: (a) a bike and pedestrian trail, including the maintenance, repair, removal and replacement of such trail and appurtenances thereto, in, under, through and across the property described in Exhibit A, which is attached hereto and hereinafter referred to as the "Trail Easement Across the Grantor's Property;" and (b) drainage and drainage facilities within the Trail Easement Across the Grantor's Property.

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

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

4. Insurance. The Town shall maintain general liability insurance in an amount not less than the limits specified in the Colorado Governmental Immunity Act, as amended, for the Trail Easement Across the Grantor's Property for bodily injury and property damage losses attributable to the maintenance, operation and use of the bike and pedestrian trail.

5. 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.

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

Executed and delivered the day and year first above written.

**GRANTOR: SHEA HOMES LIMITED PARTNERSHIP**

By: [Signature]  
Ryan, McDermed, Vice President of  
Community Development and Authorized  
Agent

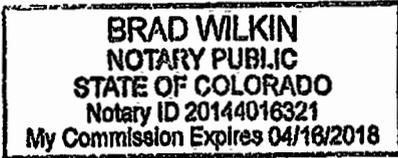
By: [Signature]  
Jeffrey H. Donelson, Assistant Secretary

STATE OF COLORADO )  
 )ss.  
COUNTY OF DENVER )

The foregoing instrument was acknowledged before me this 17<sup>TH</sup> day of MARCH, 2016, by Ryan, McDermed, as Vice President of Community Development and Authorized Agent, and Jeffrey H. Donelson, as Assistant Secretary, of Shea Homes Limited Partnership.

My commission expires: 4-16-18

SEAL



[Signature]  
Notary Public

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PART OF TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, RECORDED AT RECEPTION NO. 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID TRACT Q, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1952.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 82°45'47" EAST;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID TRACT Q AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°17'30", AN ARC LENGTH OF 9.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTHERLY ALONG SAID WESTERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°53'44", AN ARC LENGTH OF 30.51 FEET;

THENCE DEPARTING SAID WESTERLY LINE NON-TANGENT TO SAID CURVE NORTH 87°27'19" EAST, A DISTANCE OF 28.83 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 148.23 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°11'26", AN ARC LENGTH OF 155.72 FEET;

THENCE TANGENT TO SAID CURVE NORTH 27°15'52" EAST, A DISTANCE OF 242.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 65.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 213°03'17", AN ARC LENGTH OF 241.70 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°34'57", AN ARC LENGTH OF 62.39 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 00°44'13" WEST, A DISTANCE OF 100.04 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 55.15 FEET;

THENCE SOUTH 05°51'05" EAST, A DISTANCE OF 83.14 FEET TO THE SOUTHERLY LINE OF SAID TRACT Q;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 87°36'35" WEST, A DISTANCE OF 94.83 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°44'13" EAST, A DISTANCE OF 187.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 90.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°34'57", AN ARC LENGTH OF 93.59 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 213°03'17",  
AN ARC LENGTH OF 130.15 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 27°15'52" WEST, A DISTANCE OF 242.09 FEET TO  
THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF  
178.23 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°11'26", AN  
ARC LENGTH OF 187.23 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 87°27'19" WEST, A DISTANCE OF 32.40 FEET TO THE  
POINT OF BEGINNING.

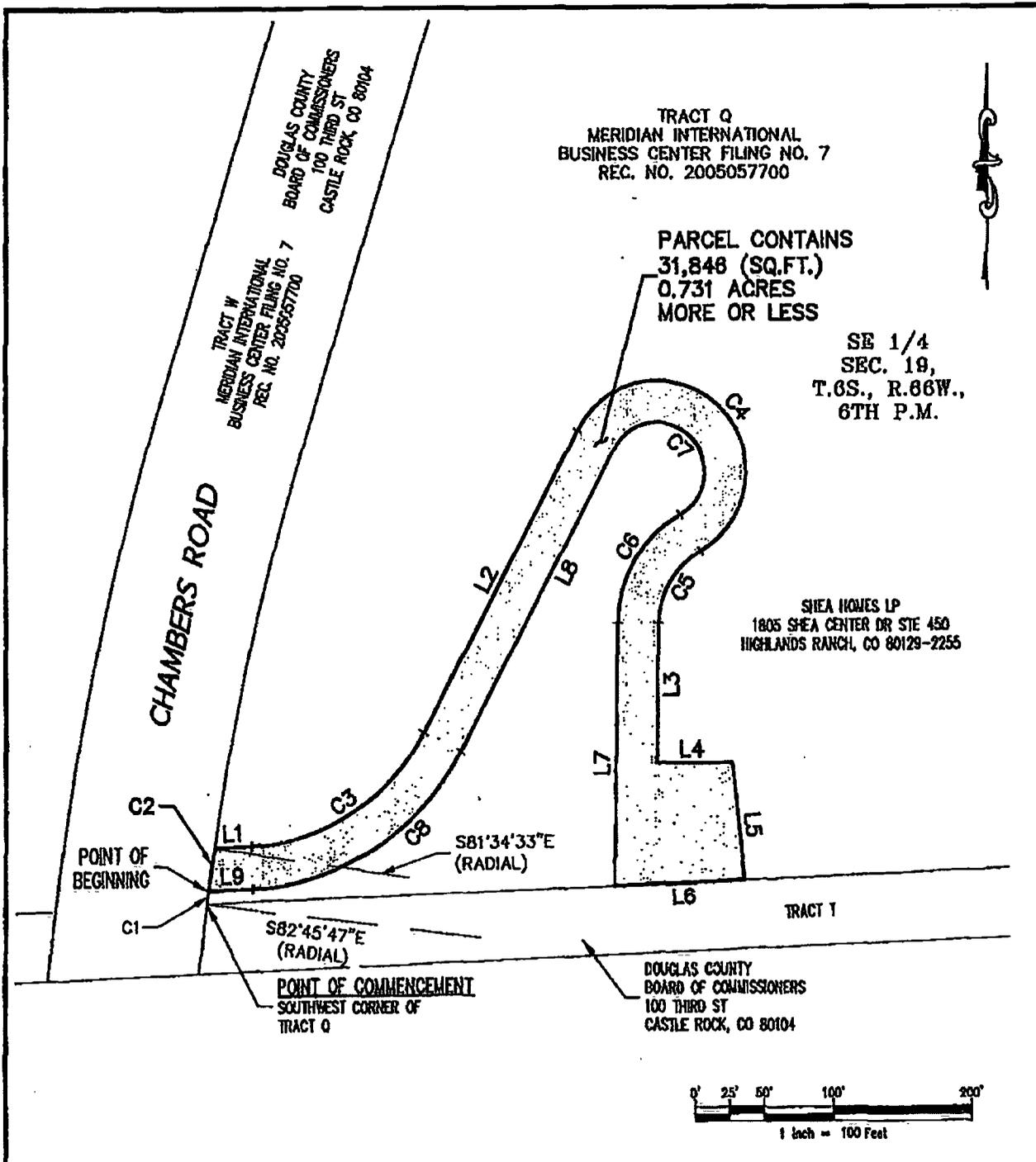
CONTAINING AN AREA OF 0.731 ACRES, (31,846 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



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

# ILLUSTRATION TO EXHIBIT A



TRACT Q  
 MERIDIAN INTERNATIONAL  
 BUSINESS CENTER FILING NO. 7  
 REC. NO. 2005057700

PARCEL CONTAINS  
 31,848 (SQ.FT.)  
 0.731 ACRES  
 MORE OR LESS

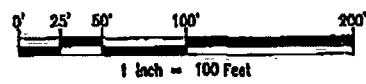
SE 1/4  
 SEC. 19,  
 T.6S., R.66W.,  
 6TH P.M.

SHEA HOMES LP  
 1805 SHEA CENTER DR STE 450  
 HIGHLANDS RANCH, CO 80129-2255

POINT OF BEGINNING

POINT OF COMMENCEMENT  
 SOUTHWEST CORNER OF  
 TRACT Q

DOUGLAS COUNTY  
 BOARD OF COMMISSIONERS  
 100 THIRD ST  
 CASTLE ROCK, CO 80104



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

PATR: P:\24915-15.DWG  
 DWG NAME: EW Tract LD Perm 1 Easement  
 DWG: MDW CHR: DEC  
 DATE: 07/27/15  
 SCALE: 1" = 100'

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

**EXHIBIT A**  
 SE1/4 S19, T6S, R66W, 6TH PM  
 DOUGLAS COUNTY, COLORADO  
 JOB NUMBER 24915-15 3 of 4 SHEETS

# ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°27'19"E	26.83'
L2	N27°15'52"E	242.09'
L3	S00°44'13"W	100.04'
L4	N90°00'00"E	55.15'
L5	S05°51'05"E	83.14'
L6	S87°36'35"W	94.83'
L7	N00°44'13"E	187.09'
L8	S27°15'52"W	242.09'
L9	S87°27'19"W	32.40'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	0°17'30"	1952.00'	9.94'
C2	0°53'44"	1952.00'	30.51'
C3	60°11'26"	148.23'	155.72'
C4	213°03'17"	65.00'	241.70'
C5	59°34'57"	60.00'	62.39'
C6	59°34'57"	90.00'	93.59'
C7	213°03'17"	35.00'	130.15'
C8	60°11'26"	178.23'	187.23'

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

PATH: P:\24915-15\090  
 DWG NAME: EW Trls LD Perm 1 Easement  
 DWG: MDW CHK: DEG  
 DATE: 07/27/15  
 SCALE: NA



300 East Mineral Ave,  
 Suite 1  
 Littleton, Colorado 80122  
 Phone: (303)713-1896  
 Fax: (303)713-1897  
 www.aztecconsultants.com

**EXHIBIT A**  
 SE1/4 S19, T6S, R66W, 6TH PM  
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 24915-15

4 OF 4 SHEETS





**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE:     RESOLUTION NO. 16-037 – A Resolution Accepting the Conveyance of Real Property from Shea Homes Limited Partnership for Tract P, Meridian International Business Center Filing No. 7, as Recorded June 27, 2005, at Reception No. 2005057700, County of Douglas, State of Colorado**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING     (    ) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> 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 conveying property located at the northeast corner of Chambers Road and Mainstreet from Shea Homes LP (Shea) to the Town. This is remnant property that Shea desires to convey to the Town.

**PRIOR ACTION:**

N/A

**FUNDING/BUDGET IMPACT:**

Since the property is relatively small, unimproved and requires little maintenance, the financial impact is minimal. The Town is already providing the necessary maintenance associated with the adjacent right-of-way and detention ponds.

**BACKGROUND:**

In 2004, Shea dedicated the right-of-way for Chambers Road and Mainstreet in the vicinity of the Stepping Stone development in Douglas County. Due to the alignment of the roadways, a remnant piece of property was created at the northeast corner of the intersection. This property was later platted as Tract P of Meridian International Business Center Filing No. 7.

Tract P is approximately one-half (1/2) acre in size and is covered in native vegetation. There are existing drainage facilities that cross the property which carries stormwater from the adjacent Town roadways. The property is located immediately south of two stormwater detention ponds that were conveyed to the Town from Douglas County earlier this year.

Due to the location, size, topography and easement encumbrances, Tract P cannot be developed independently or included in any land plans for Shea. Therefore, this property has little to no value to Shea.

The Town is processing an annexation application for the Newlin Crossing property which is the large undeveloped property adjacent to Tract P. There may be an opportunity to incorporate Tract P into the development plans for Newlin Crossing since they are proposing commercial zoning at this corner of the Chambers Road and Mainstreet. Also, since this property is at the western boundary of our corporate limits, it may also provide an opportunity for a gateway sign for the Town. Therefore, this property will provide some benefit to the Town and staff recommends that we accept conveyance.

**RECOMMENDATION:**

Staff recommends that Town Council approve the resolution acceptance conveyance of Tract P from Shea Homes Limited Partnership.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Resolution
3. Quit Claim Deed (1 page)

**RECOMMENDED MOTION:**

"I move to approve Resolution No.16-037, as a part of the consent agenda."

Shea Homes MIBC Tract P  
Parcel Conveyance to Town  
Vicinity Map



**RESOLUTION NO. 16-037, Series of 2016**

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM SHEA HOMES LIMITED PARTNERSHIP FOR TRACT P, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, AS RECORDED JUNE 27, 2005, AT RECEPTION NO. 2005057700, COUNTY OF DOUGLAS, STATE OF COLORADO**

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Shea Homes Limited Partnership for Tract P, Meridian International Business Center Filing No. 7, as Recorded June 27, 2005, at Reception No. 2005057700, County of Douglas, State of Colorado;

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 Shea Homes Limited Partnership for Tract P, Meridian International Business Center Filing No. 7, as Recorded June 27, 2005, at Reception No. 2005057700, County of Douglas, State of Colorado, as provided in the Quit Claim Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk





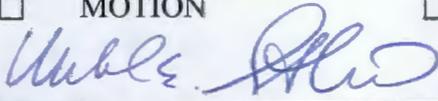


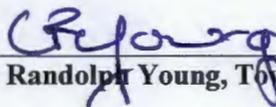
ITEM NO: 7G(1)  
DATE: 05/02/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Concrete Replacement Project (CIP 16-006)**

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1<sup>ST</sup> READING
- ORDINANCE FOR 2<sup>ND</sup> READING
- RESOLUTION

  
\_\_\_\_\_  
Michael E. Sutherland, Public Works Director

  
\_\_\_\_\_  
G. Randolph Young, Town Administrator

**ISSUE:**

Authorization to award a trade contractor agreement with Silva Construction, Inc. for the 2016 Townwide Concrete Replacement Project (CIP 16-006)

**PRIOR ACTION:**

None

**FUNDING/BUDGET IMPACT:**

Funding for annual roadway maintenance projects has been appropriated in the General Fund – Public Works – Streets (101-4310). Provision of these services helps to protect and maintain the Towns extensive roadway network.

**BACKGROUND:**

The Town solicited and publicly opened competitive sealed bids for this project (CIP 16-006) on April 20, 2016. Three bids were received and Silva Construction was selected as the lowest responsible bidder. The Town has entered into similar arrangements with this contractor in years previous and has experienced very positive results. Background bids and estimates for this project are as follows:

1) Silva Construction	\$1,368,897.00
2) NORAA Concrete Const.	\$1,901,901.50
3) Thoutt Bros. Concrete	\$1,415,814.10
Staff estimate	\$1,350,000.00

Funds are available for this program in the General Fund for Street Repair and Maintenance with a 2016 budget of \$3,188,000. Funds for Park related repairs and improvements are available in the CIP and Parks operating funds.

This project will repair damaged concrete within the: Antelope Heights; Bradbury Ranch; Cottonwood; Douglas 234; Horseshoe Ridge; Newlin Meadows; Reata North; Regency; Rowley Downs; Saddlebrook Farms; Stroh Ranch; and, Villages of Parker neighborhoods. This project also includes schedules for concrete improvements and repairs at Salisbury Park, O'Brien Park, and various trail locations.

**RECOMMENDATION:**

Award a contract with Silva Construction, Inc. in the amount of \$1,368,897 for the 2016 Townwide Concrete Replacement Project (CIP 16-006).

**PREPARED/REVIEWED BY:**

Stephen Eubanks; Streets Manager; Michael Sutherland, Public Works Director

**ATTACHMENTS:**

None

**RECOMMENDED MOTION:**

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





**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE:     CONTRACTS ABOVE \$100,000 - Cottonwood Drive Widening (Phase 1)  
          Professional Services Agreement**

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

  
\_\_\_\_\_  
**Tom Williams, Engineering Director**

  
\_\_\_\_\_  
**G. Randolph Young, Town Administrator**

**ISSUE:**

This agenda item is for the approval of a professional services agreement with Tsiouvaras Simmons Holderness, Inc., for the design of the Cottonwood Drive Widening Project.

**PRIOR ACTION:**

None.

**FUNDING/BUDGET IMPACT:**

Funding for this agreement has been appropriated in the Highway and Streets Capital Projects Fund.

**BACKGROUND:**

Cottonwood Drive is an east-west 2-lane arterial in the Town of Parker that carries approximately 8,000 vehicles per day (VPD) between Jordan Road and Parker Road. The purpose of the project is to widen the roadway from 2-lanes to 4-lanes to support the predicted 9,000 to 12,000 VPD which is anticipated by the year 2020. The total project is approximately 4,000 feet along Cottonwood Drive and includes adjacent intersections, driveways, and path connections.

The Town Engineering staff reviewed six consulting engineer's Statements of Qualifications and interviewed two of the finalists. Tsiouvaras Simmons Holderness, Inc., was ultimately selected as most qualified. They will be responsible for management, coordination, project development, and preliminary 30% engineering (Phase I). The remaining engineering will be included in a future phase 2 agreement. The scope is based on a ten-week project schedule with a completion date of July 29, 2016. Actual construction of the project is planned for 2017 (pending funding).

**RECOMMENDATION:**

Approve the professional services agreement with Tsiouvaras Simmons Holderness, Inc., in the amount of \$248,886.46.

**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."





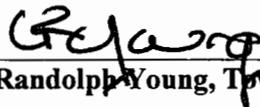
ITEM NO: 7G(3)  
DATE: 05/02/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: CONTRACTS ABOVE \$100,000 – H2O'Brien Pool Shell Repair and Resurface**

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

  
\_\_\_\_\_  
Jim Cleveland, Director of Parks, Recreation  
and Open Space

  
\_\_\_\_\_  
G. Randolph Young, Town Administrator

**ISSUE:**

This agenda item is for approval of a trade contractor agreement with Mid-America Pool Renovation, Inc. for the H2O'Brien Pool shell repair and resurface project.

**PRIOR ACTION:**

None.

**FUNDING/BUDGET IMPACT:**

Funding for this project was approved in the 2016 budget as part of the Recreation fund (206-4525), and more specifically, the H2O'Brien Pool Repair and Maintenance Account (206-4525-3438).

**BACKGROUND:**

H2O'Brien opened to the public in 2002 and has experienced significant use over the past 14 years. Zero-depth pools, like H2O'Brien, endure accelerated deterioration on the plaster surface, and once this degradation begins, the integrity of the pool's infrastructure can be compromised. Over the past 18 months, staff has noticed the development of progressive cracking and bare spots, signaling that a new plaster surface is needed. Patching has been done to allow for continued short term use; however, a new plaster surface is needed before any more deterioration occurs.

**RECOMMENDATION:**

Award the contract with Mid-American Pool Renovation, Inc. in the amount of \$109,750.

**PREPARED/REVIEWED BY:**

Jim Cleveland, Director of Parks, Recreation and Open Space

**ATTACHMENTS:**

Trade Contractor Agreement with Mid-American Pool Renovation, Inc.

**RECOMMENDED MOTION:**

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

## TRADE CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 20<sup>th</sup> day of April, 2016, between the Town of Parker, Colorado (the "Town") and Mid-America Pool Renovation, Inc. ("Contractor").

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, the Town and Contractor agree as follows:

**Section 1. Scope of Work.** Contractor shall perform all work in accordance with **Exhibit A**, which is attached hereto and incorporated by this reference, including furnishing all supervision, labor, equipment and materials therefor (the "Project").

**Section 2. Contract Documents.** The Contract Documents, which comprise the entire agreement and contract between the Town and Contractor, consist of this Agreement and Exhibit A; Invitation for Bids, Bid Schedule Performance and Payment Bond, Notice of Award; Notice to Proceed; general conditions, special conditions, measurement, payment, and technical specifications and drawings; and any modifications, change orders or other such revisions properly authorized after the execution of this Agreement.

**Section 3. Agreement Price.** The Town has appropriated the money necessary to fund this project. The Town shall pay the Trade Contractor in current funds for the performance of the work, subject to any additions and deletions, by written change order, the total sum not to exceed One-Hundred Nine Thousand Seven-Hundred Fifty Dollars (\$109,750.00) (the "Original Contract Amount"). Notwithstanding anything to the contrary contained in this Agreement, no change order or other form of directive by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the Original Contract Amount, unless the Trade Contractor is given written assurance by the Town that lawful appropriations have been made by the Town to cover the cost of the additional work.

**Section 4. Times and Methods of Payment.**

a. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty (30) days of Contractor's submittal of his monthly invoice. If the Town objects to any invoices submitted by Contractor, the Town will so advise Contractor in writing giving the reason within fourteen (14) days of receipt of such invoice.

b. If the Town fails to make payments due Contractor within sixty (60) days after receipt and acceptance of Contractor's bill, Contractor may, after giving seven (7) days' written notice to the Town, suspend services under this Agreement until Contractor's outstanding bills have been paid in full.

**Section 5. Retainage.** An amount equal to five percent (5%) of all progress payments shall be retained by the Town until the Project is completed satisfactorily and finally accepted by the Town.

**Section 6. Final Payment.** The Town shall make final payment, including release of retainage, to Contractor when the Project is complete and finally accepted by the Town.

**Section 7. Final Acceptance.** Final acceptance of the Project shall follow inspection and approval of Contractor's performance by the Town, along with inspection by appropriate governmental officials pursuant to local, state and federal requirements, if necessary. The Town shall have the right and authority to determine the acceptability of Contractor's performance for conformity with this Agreement, which determination shall be conclusive and binding upon Contractor. Final acceptance by the Town is subject to the provisions of this Contract and C.R.S. § 38-26-107, as amended, and in no manner affects or releases any warranties or guarantees with Contractor or manufacturers of Project equipment.

The Project, when presented to the Town for final acceptance, shall be delivered free from any and all claims or encumbrances whether then in existence or later established by law, statute, ordinance or otherwise. No claim or encumbrance against the Project or the Project site shall be outstanding or otherwise unsettled at the time of final acceptance. The right to assert any claim or encumbrance against the Project, after final acceptance by the Town and final payment to Contractor, is hereby waived by Contractor on behalf of itself and any subcontractor, laborer, materialman, equipment supplier, manufacturer or other person.

**Section 8. Commencement and Completion of Performance.** The services called for shall commence on April 25, 2016 and end on May 13, 2016. Contractor shall commence any work requested by the Town within ten (10) days of notification by the Town. In the event Contractor fails to commence work within this time period, the Town may take over the work and prosecute the same to completion. The date of beginning and the time for completion of the work are essential conditions of this Agreement. Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed by and between the Town and Contractor that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed. Upon failure of the Contractor to complete the project in accordance with the Specifications and to the satisfaction of the Town within the time stated, the Contractor shall be subject to charges for liquidated damages and not as penalty in the amount of Five Hundred Dollars (\$500.00) for each and every calendar day the work remains incomplete up until May 23, 2016 at which time the liquidated damages amount will increase to One Thousand Dollars (\$1,000.00) for each and every calendar day the work remains incomplete. The Town will charge Contractor, and may deduct from the partial and final payment for the work, all architectural, engineering and construction management expenses incurred by the Town in connection with any work accomplished after the specified completion date.

Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and Contractor has promptly given written notice of such delay to the Town:

- a. to any preference, priority or allocation order duly issued by the Town; and

b. to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, unforeseen conditions, acts of God or of the public enemy, acts of the Town, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and weather which prevents progression of the work.

**Section 9. Termination.**

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided, that no such termination may be effected unless the other party is given:

- i. not less than ten (10) calendar days' written notice of intent to terminate, and
- ii. an opportunity for consultation with the terminating party prior to termination.

b. This Agreement may be terminated in whole or in part in writing by the Town for its convenience.

c. Upon receipt of a termination action pursuant to paragraphs a. and b. above, Contractor shall promptly discontinue all services affected (unless the notice directs otherwise), and the Town may take over the work and prosecute the same to completion by agreement with another party or otherwise.

**Section 10. Taxes, Licenses, Permits and Regulations.** In all operations connected with the Project, Contractor shall pay all fees, charges and taxes imposed by law and shall obtain all licenses and permits necessary for completion of the Project, paying all fees therefore, unless otherwise specified by the Town. The Town shall assist Contractor to determine which licenses and permits are required for completion of the Project.

The Town is exempt from Colorado state sales and use taxes on materials to be permanently incorporated in the work. Accordingly, taxes for which the Town is exempt shall not be included in the Agreement Price. The Town shall, upon request, furnish Contractor with a copy of its Certificate of Tax Exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an exemption certificate and purchase the materials tax free. Pursuant to C.R.S. §39-26-114(1)(a)(XIX), Contractor and subcontractors shall be liable to the State of Colorado for exempt taxes paid due to failure to apply for exemption certificates or for failure to use said certificates. Contractor shall comply with all laws, ordinances, codes, rules and regulations of all governmental authorities, whether local, state or federal, relating to the performance of work on the Project and, particularly, in complying with those laws concerning the environment, workers' compensation, safety and health, state labor and materials, and equal employment opportunity.

**Section 11. Indemnification.** The Trade Contractor 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 Contract, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Trade Contractor, its employees, agents or subcontractors, or others for whom the Trade Contractor is legally liable, under this Contract; provided, however, that the Trade Contractor need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Trade Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Trade Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands, at the sole expense of the Trade Contractor, or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. The Trade Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

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

**Section 12. Insurance.** The Trade Contractor agrees to procure and maintain, during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Trade Contractor, pursuant to Section 11 above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Trade Contractor shall not be relieved of any liability, claims, demands or other obligations assumed, pursuant to Section 11 above, by reason of its failure to procure and maintain, during the life of this Contract, insurance in sufficient amounts, durations or types.

The Trade Contractor shall procure and maintain, during the life of this Contract, 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 the Trade Contractor, pursuant to Section 11 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 Contract, 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 Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) 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.

c. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Contract by the Trade Contractor or his subcontractors, shall be procured and maintained during the life of the Contract. The limits of the Town's Protective Liability Policy to be provided by the Trade Contractor, as described in this Section 12, shall be increased to the same limits as described above for the Trade Contractor's Commercial General Liability Insurance.

d. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) each occurrence, and Two Million Dollars (\$2,000,000) aggregate with respect to each of the Trade Contractor's owned, hired and nonowned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

The policy required by Paragraph 2. above shall be endorsed to include the Town, whether private or governmental, its officers and employees, and the Engineer and its agents and employees, and any other person(s), company(ies) or entity(ies) deemed necessary by the Town as additional insureds. The Trade Contractor shall be solely responsible for any deductible losses under any policy required herein.

Every policy required above shall be primary insurance, with the exception of Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Trade Contractor. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage arising from completed operations.

The certificate of insurance provided by the Trade Contractor shall be completed by the Trade Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract 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 the Trade Contractor to notify the Town's Risk Manager, as provided in this Contract, 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 Contract, and failure to do so shall constitute a breach of this Contract.

Failure on the part of the Trade Contractor 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 Contract or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Trade Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Trade Contractor from the Town.

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

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

**Section 13. Warranties and Guarantees.** Contractor hereby represents, warrants and guarantees to the Town all workmanship, equipment and materials on or made a part of the Project and its structures for a period of five (5) years from and after the date of final acceptance of the work by the Town, as provided by this Agreement. This warranty shall take effect on the date of installation on the new cement-based lining against any flaking, peeling, popping-off or excessive color change providing the pool is maintained chemically balanced and full of water (with proper winterization included as per National Spa & Pool Institute's BASIC POOL & SPA GUIDELINES, 4th edition, instructions for Plaster Finish pools). This warranty only applies to the labor and materials on the newly placed surface material and does not cover any DAMAGE including, but not limited to or from: Defects in the structure including structural or hairline cracking; Vandalism, intentional or accidental abuse, or neglect; Improper acid washes; Stains or discoloration due to, but not limited to, the improper use of chemicals, improperly maintained water chemistry, or any introduction of metals or metal ions into the water; Improper winterization; Hydro-static water pressure; Any acts of God; From any intruder after the plaster crew has left the job site, or from any other action outside the course of normal everyday use and care of the surface lining, or from any

other action over which Mid-America Pool Renovation, Inc. has no control. Consequential damages such as, but not limited to, loss of revenue, cost of water, etc., are not covered under warranty.

Section 14. Subcontractors. All contracts between Contractor and subcontractors shall conform explicitly to all applicable provisions of this Agreement. In all events, Contractor shall be responsible and held liable for any bonding, insurance, warranties, indemnities, progress payments and completion of performance of or to such subcontractors. Upon receipt of progress and final payments from the Town, Contractor shall disburse the same immediately to subcontractors without any requirement of the Town to supervise the same. The Town may, but shall not be obligated to, require Contractor to furnish lien waivers for the work performed or materials furnished by subcontractors or materialmen prior to payment of progress payments or final payment. No contractual relationship shall exist between the Town and any subcontractor because of the subletting of any part of the Project work.

Section 15. Change Order. There shall be no increase in price or change in the scope of work described herein without a written change order issued by the Town along with the Town's written assurance that lawful appropriations have been made by the Town to cover the cost of any additional work or materials described in the change order.

Section 16. Work Rules.

a. Contractor shall perform all work hereunder in keeping with the rules and regulations that the Town may promulgate at any time for the safe, orderly and efficient conduct of all operations.

b. The Town shall have the right to require of Contractor the immediate removal from the Project of any employee of Contractor or of his subcontractors who, in the discretion of the Town, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.

c. Nothing contained in this Agreement shall constitute Contractor as being an employee of the Town, nor shall any employment relationship between the Town and Contractor be created by the terms hereof.

d. Contractor is responsible for the safety of any of its materials, tools, possessions and rented items stored on the job site, and for protection of the Project, and shall hold the Town and its authorized representatives harmless from any damage or loss incurred thereto.

e. Contractor shall promptly pay in full for any and all damage caused to the Project site by Contractor or by any subcontractor or other person or entity of any nature furnishing materials, equipment, machinery, supplies, labor, skilled services or instruments for whose actions Contractor is responsible hereunder.

f. No material, equipment, tools, supplies or instruments, other than those belonging to or leased by Contractor, will be removed from the Project site by Contractor without the prior written approval of the Town.

g. Contractor agrees to report immediately to the Town, in writing, any and all property damage and/or personal injury that occurs on the Project site during the course of Contractor's performance.

**Section 17. Assignment.** Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the Town. The terms of this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**Section 18. Amendment.** This Agreement may be amended from time to time by agreement between the parties hereto. No amendment, modification or alteration of this Agreement shall be binding upon the parties hereto unless the same is in writing and approved by the duly authorized representatives of each party hereto.

**Section 19. Nondiscrimination.** The Trade Contractor will take affirmative action to not discriminate against any employee, applicant or subcontractor for employment because of race, creed, color, national origin, sex or handicap, if otherwise qualified.

**Section 20. Severability.** If any term, section or other provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of this Agreement.

**Section 21. Waiver.** No waiver by either party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

**Section 22. Remedies.** None of the remedies provided to either party under this Agreement shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable by any appropriate action, petition or proceeding at law or in equity. In addition to any other remedies provided by law, this Agreement shall be specifically enforceable by either party. This Agreement shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including, but not limited to, tort remedies. The Trade Contractor agrees that the economic loss rule as set forth in the *Town of Alma v. Azco Construction, Inc.*, 10 P.3d 1256 (Colo. 2000) shall not serve as a limitation on the Town's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of this Agreement. Trade Contractor further specifically waives all the provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statutes, regarding defects in the Work under this Agreement.

**Section 23. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.



## EXHIBIT A

Work is to be completed between April 25, 2016 and May 13, 2016.

The Town of Parker has selected Alternate #1 (resurfacing of pool with partial removal of existing surface) at a cost of \$95,750.00, Alternate #2 (replacement of slide 'landing mats') at a cost of \$2,500.00/mat times three (3) mats, and concrete overlay on two areas of the pool deck at a cost of \$6,500.00 for a total cost of the project to not exceed \$109,750.00.

### SCOPE OF WORK

#### Town of Parker Responsibilities:

- The Town of Parker will be responsible for draining the water from the pool(s)

#### Contractor Responsibilities:

- Contractor shall be responsible for the removal and proper disposal of all construction refuse from the jobsite
- Remove hydrostatic valve caps during the resurfacing process and replace when project completed
- Cover all drains and inlets to prevent any and all debris from entering pool piping during construction
- Partially strip pool of all paint and adhesive by sandblast, ax, chip or by using whatever means necessary to bring back to ¼" to ½" depth
- V-cut all cracks back by saw cutting to structural soundness and repair with Hydraulic Cement
- Completely remove expansion joint material from expansion joints
- Install new joint material using joint primer, per material manufacturer's specification, and self-leveling material such as Sika-Flex IA or equivalent
- Allow full cure time, per material manufacturer's specification, before allowing any water to touch material
- Remove and repair all hollow or damaged areas in pool shell
- Acid wash pool with 20 Baum muriatic acid to insure proper cleaning and etching
- Apply Bond Coat or equivalent, per manufacturer's specification. Note: New plaster surface shall be applied the following day
- Repair demarcation tile including, but not limited to, tile used for transitional lines, race lane markers and end wall targets in accordance with local and state codes
- Application of SGM DiamondBrite Surface or approved equivalent that meets or exceeds the specifications of SGM DiamondBrite Surface. Color preference Blue or Super Blue, but would be open to other variations
- Undercut to allow existing tile to remain
- Plaster pool with the three bonding procedures listed below:
  - Proper preparation of surface as previously specified; and

- Proper plaster mix as per manufacturers specifications; and
  - Finish plaster to a smooth and uniform finish
- Pool will be completely plastered at a minimum of  $\frac{3}{8}$ " and a maximum of  $\frac{1}{2}$ " in thickness, trowled to a smooth and uniform finish
- All waste water shall be neutralized and disposed of in accordance with local and state codes
- Proper exposure of DiamondBrite Surface or equivalent, as per manufacturers specifications
- Contractor shall refill pool with water that will be chemically balanced by contractor to include chlorine, pH, calcium hardness and total alkalinity. If fill water has a heavy mineral content, Sequa Sol or equivalent should be used. All chemicals shall be provided by the contractor
  - The water chemistry should be balanced to the following levels:
    - Chlorine – 1 to 3 ppm
    - PH – 7.4 to 7.6
    - Total Alkalinity – 90 to 120
    - Calcium Hardness – 200 to 250 (Note: At start-up the Calcium Hardness will be 250 to 300)
- Contractor will be on premises to address warranty claims within 24-business hours of notification and schedule repairs to suit Town's schedule. The Town understands that proper water chemistry is essential to maintain warranty

It is expected that the individuals overseeing and managing this project are licensed professionals. The Contractor shall be considered and shall remain an independent contractor throughout the term of this contract.

The Contractor shall be solely responsible for scheduling and coordinating work of the sub-contractors, suppliers, and other individuals or entities performing or furnishing any of the work under direct or indirect contract with the Contractor.

The Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for performance, testing, start up, and completion of this contract.

## EXHIBIT B

### Special Provisions Required by HB 06-1343

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (i) hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.





## PROCLAMATION

**Whereas**, continuing efforts to address the issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

**Whereas**, building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry work with Coloradans year-round to accomplish the safe construction of buildings; and

**Whereas**, these guardians – dedicated members of the International Code Council – use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play; and

**Whereas**, modern building codes also include safeguards to protect the public from natural disasters such as, snowstorms, tornadoes, wild land fires, floods and earthquakes; and

**Whereas**, Building Safety Month is an opportunity to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure use of safe efficient and livable buildings; and

**Whereas**, “Building Codes: Driving Growth through Innovation, Resilience and Safety” the theme for Building Safety Month 2016, encourages all Americans to become aware of the importance of building safe and resilient construction, fire prevention, disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry;

**Therefore**, I, Mike Waid, Mayor of the Town of Parker, hereby proclaims, May, 2016, as

### BUILDING SAFETY MONTH

In witness thereof, I have hereunto set my hand this 2<sup>nd</sup> day of May, 2016.

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Mike Waid, Mayor

ATTEST:

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Carol Baumgartner, Town Clerk





**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: NEWLIN CROSSING PROPERTY**

**(1) ORDINANCE NO. 2.245 – First Reading**

**A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Newlin Crossing Property in Douglas County**

**(2) ORDINANCE NO. 3.322 – First Reading**

**A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Newlin Crossing Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (05/02/2016) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING            | (05/16/2016) |
| <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 applicant, 98 West Parker LTD, seeks to annex a 94 acre parcel located at the northeast corner of Mainstreet and Chambers Road. The applicant is also requesting a PD – Planned Development zoning for the site. If approved, they intend to develop the site for commercial and residential uses, as well as open space dedications.

**PRIOR ACTION:**

On March 21, 2016, Council adopted Resolution 16-017 which set the public hearing date for the Newlin Crossing annexation request to May 16, 2016.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The parcel under consideration for this annexation and zoning request is within the Town’s Urban Growth Area boundary. It currently exists as an unplatted parcel in unincorporated Douglas County. The Town’s Master Plan recommends this area as Medium Density Residential and Neighborhood Center.

The Neighborhood Center overlay for the intersection of Mainstreet and Chambers Road provides for Neighborhood-serving commercial and retail uses at the corner

**RECOMMENDATION:**

Staff recommends Town Council approve both Ordinance 2.245 and 3.322 for first reading and set the Public Hearing date for second reading on May 16, 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. Ordinance 2.245
3. Ordinance 3.322

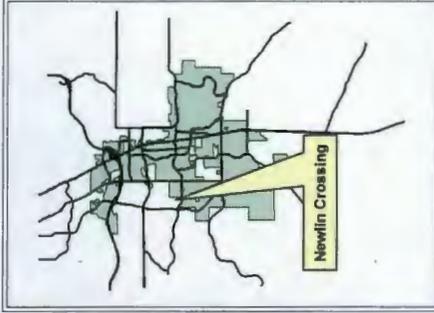
**RECOMMENDED MOTION:**

- (1) "I move to approve Ordinance No. 2.245 on first reading and schedule second reading for May 16, 2016, as a part of the consent agenda."
- (2) "I move to approve Ordinance No. 3.322 on first reading and schedule second reading for May 16, 2016, as part of the consent agenda."



# Newlin Crossing Annexation & Rezoning

## Public Hearings: Annexation & Rezoning



**Legend**

-  Town Boundary
-  Site
-  Roads

**Narrative:**  
Applicant seeks to annex a 101 acre parcel located at the northeast corner of Mainstreet and Chambers Road, and zone this it PD - Planned Development.

**Planner:** Patrick Mulready  
**Hearing Schedules:**  
**Planning Commission:**  
 May 12, 2016  
**Town Council:**  
 May 16, 2016



ORDINANCE NO. 2.245, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE NEWLIN CROSSING PROPERTY IN DOUGLAS COUNTY**

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. The owner(s) of more than fifty percent (50%) of the Property has petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the "Charter").

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. The Town Council hereby approves the annexation agreement that is attached hereto as **Exhibit B**, and incorporated by this reference.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 10. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 11. This Annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

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

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
THE PROPERTY PROPOSED FOR ANNEXATION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19 AND NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE SOUTHERLY ALONG SAID WEST LINE, SOUTH 00°30'38" EAST, A DISTANCE OF 886.87 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (4) COURSES:

1. NORTH 48°42'44" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'43" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'43" WEST, A DISTANCE OF 500.74 FEET;
4. NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,438,341 SQUARE FEET OR 101.890 ACRES MORE OR LESS.

# EXHIBIT B

## NEWLIN CROSSING ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), the Stonegate Village Metropolitan District (hereinafter referred to as the "District") (only as to Paragraph 3), and Ascendant Capital Partners CPS LLC, its successors and assigns (hereinafter referred to as the "Property Owner").

### RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3) and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2014) or this Annexation Agreement, until each of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Annexation Agreement;

ii. The Property has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the real estate records of Douglas County, Colorado.

iii. The District signs this Agreement.

iv. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in subparagraph 1.a. of the Annexation Agreement have been fully satisfied.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a. have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Annexation Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. (2014) or this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Land Development Code, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The parties to this Agreement acknowledge that the Town has no obligation under this Agreement to provide water and sewer service to the Property. The District will provide water and sewer services to the Property if the Property Owner satisfies all requirements of the District including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owner hereby consents to zoning the Property PD-Planned Development pursuant to the Development Plan and Guide that is adopted by Ordinance No. \_\_\_\_\_ contemporaneously with this Agreement (the "Development Plan").

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any

amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner shall provide a minimum of 18.87 acres of open space on the Property as described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Open Space Property"), which shall be conveyed to a property owners' association approved by the Town, or Metropolitan District (to the extent authorized by the service plan approved by the Town), free and clear of all liens and encumbrances. The Property Owner shall convey the Open Space Property to the property owners' association or Metropolitan District (to the extent authorized by the service plan approved by the Town) that is located within or adjacent to the planning area described in the Development Plan that is being platted, at the time of such final plat. The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds on the Open Space Property prior to conveyance to the property owners' association.

6. Trail and Trail Connections. The Property Owner shall hereby design and construct and cause to be maintained by homeowners associations approved by the Town, trail connections throughout the Property connecting, in accordance with approved final subdivision plat(s), to existing trails. The Property Owner shall also design and construct according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the "Trail Standards"), the trails and sidewalk connections described in the Development Plan, in accordance with approved subdivision plat(s). The width of the trails and sidewalk connections described in the Development Plan and the materials used to construct such trails and sidewalk connections shall be determined by the Town at the time of the first preliminary plan for the Property. The Property Owner shall also construct the following regional trails:

a. Newlin Gulch Trail. The Newlin Gulch Trail, as generally described in the Development Plan, shall be designed and constructed as an eight foot (8') wide regional trail and shall be grade separated from West Parker Road according to Town standards. The Property Owner shall construct this portion of trail located on the Property prior to the issuance of any building permit on the Property.

b. Stonegate/Bradbury Trail Connection. The Property Owner shall enter into an agreement with the Stonegate Village Metropolitan District for the design, construction and maintenance of a trail connection between the Newlin Gulch Trail and the Stonegate Trail as depicted in **Exhibit C**, which is attached hereto and incorporated by this reference, prior to the recording of the first final plat for the Property (the "Stonegate/Bradbury Trail Connection"). The Stonegate/Bradbury Trail Connection shall be constructed prior to Probationary Acceptance of the adjacent Final Plat. In the event that the Property Owner does not enter into the described agreement for the Stonegate Trail Connection, in lieu of the foregoing, the Property Owner shall pay to the Town the estimated cost, as determined by the Town, to design, construct and maintain the Stonegate/Bradbury Trail Connection, prior to the first final plat for the Property.

7. Parks. The Property Owner shall develop park sites on the Property in accordance with the minimum collective acreage that is calculated based upon 0.0239 acres of developed parks

for each single-family residential dwelling unit constructed on the Property as described in the Development Plan. The Property Owner shall develop park sites within the Property in accordance with the minimum collective acreage that is calculated based upon 0.0139 acres of developed parks for each multifamily residential dwelling unit as described in the Development Plan. The park sites shall be owned and maintained by the homeowners association approved by the Town, or Metropolitan District (to the extent authorized by the service plan approved by the Town) ("the Park Sites"). The Park Sites shall be developed according to the standards contained in the Town's Parks and Open Space Master Plan and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended. The Property Owner shall construct each Park Site prior to the issuance of the first (1<sup>st</sup>) certificate of occupancy (temporary or otherwise) for a final platted area (including a replat) of a planned residential area that contains or abuts a Park Site as described in the Development Plan. In the event that the Property Owner is not able to install or complete the landscaping improvements within any Park Site due to extreme weather conditions, as generally described in Section 13.10.180 of the Parker Municipal Code, the Property Owner may continue to obtain building permits for residential dwelling units after the deadline described herein; provided the Property Owner deposits with the Town one hundred and ten percent (110%) of the cost to install the remaining landscaping improvements, in the form of cash or letter of credit, to secure the Property Owner's obligation to install such landscaping improvements on or before the following June 1st.

8. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as the condition to annexation, requires a payment to the Town in the form of a "Deficit Reduction Fee" to off-set the impact to the Town's General Fund as the result of an annexation. The Town acknowledges and agrees that, if the Property is zoned in the manner described in paragraph 4 of this Agreement, the financial impact to the Town will be fiscally neutral. The Town agrees not to impose a deficit reduction fee on the development of the Property, if the Property is zoned in the manner described in paragraph 4 of this Agreement. The Property Owner acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in an increase in the number of residential units described in paragraph 9 of this Agreement, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time any change in zoning is initiated by the Property Owner, as described herein.

9. Construction of Roads. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph.

a. Mainstreet. The Property Owner shall pay to the Town Six Hundred Seventy-One Thousand Twenty-Three Dollars (\$671,023), which payment is for the design and construction of that portion of Mainstreet located adjacent to the Property, as a one-half arterial section, as defined in the Town of Parker Roadway Design and Construction Criteria Manual, as amended (the "Mainstreet Improvements"), which amount shall increase annually, commencing on the date this Agreement is recorded, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Property Owner shall design and construct at its sole cost any auxiliary turn lanes necessitated by the development of the Property, as determined by the Town.

i. PA-1 Payment. The Property owner shall pay to the Town fifty percent (50%) of the Mainstreet Improvements payment prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit on PA-1, as described in the Development Plan (the “PA-1 Property”).

ii. PA-5 Payment. The Property owner shall pay to the Town fifty percent (50%) of the Mainstreet Improvements payment prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on PA-5, as described in the Development Plan (the “PA-5 Property”).

iii. Prior to the first final plat for either the PA-1 Property or the PA-5 Property, the Property Owner shall pay to the Town fifty percent (50%) of the cost to landscape the median in Mainstreet to be constructed adjacent to Mainstreet.

b. West Parker Road Collector. The Property Owner shall design and construct, at its sole expense, the extension of West Parker Road, as a Residential Collector in accordance with Town standards, including any necessary structures, bridges, auxiliary lanes, and drainage improvements, from the existing intersection of West Parker Road and Chambers Road located at the western Property boundary to the existing intersection of West Parker Road and Mainstreet located at the southern boundary of the Property. The alignment of West Parker Road, and its intersection with Mainstreet and Chambers Road, shall be in general conformance with the Development Plan.

i. Segment A. The West Parker Road Collector shall be designed and constructed between Mainstreet and the proposed Newlin Gulch Bridge (“Segment A”), prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-1 Property or PA-5 Property.

ii. Segment B. The West Parker Road Collector shall be designed and constructed between Chambers Road and the proposed Newlin Gulch Bridge (“Segment B”), prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either PA-2 (the “PA-2 Property”), PA-3 (the “PA-3 Property”) or PA-4 (the “PA-4 Property”) as described in the Development Plan.

iii. Newlin Gulch Bridge. The West Parker Road crossing of Newlin Gulch (the proposed Newlin Gulch Bridge) shall be designed and constructed concurrently with Segment A if any portion of Segment B has been platted or concurrently with Segment B if any portion of Segment A has been platted.

c. Chambers Road. The Property Owner shall design and construct, at its sole expense, the ultimate roadway widening improvements to Chambers Road adjacent to the Property, in accordance with Douglas County standards, including two northbound through lanes, a five (5) foot detached sidewalk and any necessary acceleration, deceleration and turn lanes, to accommodate the proposed access(s) for the Property to Chambers Road. If any of these improvements have already been constructed by Douglas County or the Town, the Property Owner shall reimburse Douglas County or the Town, as applicable, for one-hundred percent (100%) of the cost (the "Chambers Reimbursement Cost"). The Chambers Reimbursement Cost shall increase annually, commencing at the time when the improvements described herein are substantially completed as determined by the Town, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. The Property Owner shall obtain all necessary access and right-of-way permits from Douglas County Public Works for all improvements to Chambers Road.

i. Chambers Road adjacent to the PA-4 Property. Chambers Road shall be designed and constructed between Mainstreet and West Parker Road, prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-2 Property, PA-3 Property or PA-4 Property.

ii. Chambers Road adjacent to the PA-2 Property and PA-3 Property.

a) Chambers Road shall be designed and constructed between West Parker Road and the northern boundary of the Property, prior to the issuance of any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-2 Property or PA-3 Property; provided that the portion of Chambers Road located adjacent to the PA-4 Property has already been constructed or approved for construction through an agreement with the Town or Douglas County.

b) If that portion of Chambers Road located adjacent to the PA-4 Property has already been constructed or approved for construction through an agreement with the Town or Douglas County, then Chambers Road between West Parker Road and the northern boundary of the Property shall be designed and constructed prior to the issuance of any building permits of any single-family residential unit or the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on the PA-4 Property.

d. Mainstreet Sidewalk. The Property Owner shall design and construct, at its sole expense, an 8-foot-wide detached sidewalk along Mainstreet adjacent to the Property prior to the issuance of any building permits for any single-family residential unit or prior to

the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-1 Property or PA-5 Property.

10. **Traffic Signals.** The traffic signals and other traffic control improvements will be designed and constructed in accordance with Town standards, except as otherwise provided in this Paragraph, and the approved traffic studies for the Property.

a. **Mainstreet and West Parker Road Intersection Signal.** The Property Owner shall be responsible for one hundred percent (100%) of the cost to design and construct the required traffic signal at the intersection of Mainstreet and West Parker Road, as determined by the Town, prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-1 Property or PA-5 Property.

b. **Chambers Road and West Parker Road Intersection Signal.** The Property Owner shall be responsible for fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and West Parker Road, as determined by the Town.

i. **PA-2 and PA-3 Property Payment.** The Property Owner shall be responsible for twenty-five percent (25%) of the cost to design and construct the required traffic signal at the intersection prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-2 Property or PA-3 Property.

ii. **PA-4 Property Payment.** The Property Owner shall be responsible for twenty-five percent (25%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and West Parker Road prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on the PA-4 Property.

11. **Regional Detention Pond.** The Property Owner shall be responsible to design and construct the regional detention pond on OS-2, as described in the Development Plan (the "OS-2 Property"), in accordance with Town standards and the approved drainage reports for the Property (the "Regional Detention Pond"), prior to the issuance of any building permits for any single-family residential unit or prior to the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-2 Property, PA-3 Property or PA-4 Property. The Regional Detention Pond shall be designed and constructed to accommodate the necessary storage volume provided in the "Existing Town Detention Ponds Adjacent to Chambers Road," as described in Paragraph 12 of this Agreement.

12. **Existing Town Detention Ponds Adjacent to Chambers Road.** The Property Owner shall be responsible for the removal of the existing Town detention ponds located on that portion of the Property adjacent to Chambers Road as described in **Exhibit D**, which is attached hereto and

incorporated by this reference (the "Town Property"), including any associated drainage structures, as determined by the Town, prior to the issuance of any building permits for any single-family residential unit or the issuance of any certificates of occupancy, temporary or otherwise, for any commercial or multi-family unit located on either the PA-2 Property, PA-3 Property or PA-4 Property. The Town will convey the Town Property to the Property Owner after the OS-2 Property has been platted, the improvements that are necessary for the Regional Detention Pond have been approved for construction through a subdivision agreement with the Town and the required financial security has been provided to the Town as part of the plat and subdivision agreement that creates the necessary Tract and drainage easements for the construction and maintenance of the Regional Detention Pond, as described in Paragraph 11 of this Agreement, in accordance with the Town's Land Development Ordinance.

13. Limitation on Number of Units. The total number of units allowed on the Property shall not exceed \_\_\_\_\_ ( ) residential dwelling units.

14. Land Dedication. The Property Owner shall either dedicate by plat or convey to the Town, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Mainstreet. Sufficient portions of the Property in fee simple absolute to construct the Mainstreet improvements adjacent to the Property, including any slope, drainage and construction easements, as determined by the Town, to construct the Mainstreet improvements, as described in Paragraph 9 of this Agreement, at the time of the first final plat for the Property or upon thirty (30) days' written notice of the Town to the Property Owner, which ever occurs first.

b. West Parker Road Collector and Traffic Signals. Sufficient portions of the Property in fee simple absolute to construct West Parker Road and the associated traffic signals, including any slope, drainage and construction easements, as determined by the Town, as a Residential Collector street, as described in Paragraph 9 and 10 of this Agreement, at the time of the first final plat for the Property.

c. Trail Easements. The Property Owner shall also grant to the Town, free and clear of all liens and encumbrances, the easements necessary for the trail(s) and trail connection(s) described in Paragraph 6 of this Agreement at the time of final plat approval for the plat that contains the trail(s) or trail connection(s) described herein.

15. School Mitigation Plan. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "School District") the sum of Two Thousand Four Hundred Fifteen Dollars (\$2415.00) for each residential unit constructed on the Property for school mitigation and the sum of Eight Hundred Forty-Three Dollars (\$843.00) for each multifamily dwelling unit (the "School Mitigation Fee") and a fee in lieu of a 6.084 acre land dedication for school sites (the "In-Lieu Fee"), which fees are for the benefit of the School District and its students. The School Mitigation Fee shall be paid by the Property Owner to the School District prior to recording of each final subdivision plat for the Property, based upon the number of residential units contemplated in such subdivision plat. The In-Lieu Fee shall be paid by the Property Owner to the

School District prior to the recording of the first final plat for the Property. The amount of the In-Lieu Fee shall be determined by an appraisal provided by the Property Owner and accepted by the School District, which is based upon the anticipated full market value of the Property after the completion of platting and construction of public improvements, prior to the recording of the first final plat for the Property. The In-Lieu Fee described herein shall only be paid by the Property Owner, if the Property Owner does not dedicate 6.084 acres in school sites that are acceptable to the School District, at the time of the first final plat for the Property.

16. Town Property. The Town agrees to convey the Town Property to the Property Owner by quit claim deed (the "Quit Claim Deed"), upon the Property Owner's satisfaction of the requirements described in Paragraph 12 of this Agreement. The Quit Claim Deed shall contain a deed restriction that provides that the Property Owner shall only use the Town Property for commercial uses.

17. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause a homeowners' association to be created at the time of the first final plat for the purpose of maintaining those areas described in this Agreement which are to be owned and maintained by the homeowners' association.

18. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of an ordinance annexing the Property into the Town, adoption of an ordinance zoning the Property PD-Planned Development as provided in paragraph 4.a. of the Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in paragraph 4.a. If the Town fails to adopt the ordinance described in paragraph 4.a., then the petition for annexation will be deemed withdrawn and the annexation process will be terminated.

19. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town.

20. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvements be paid or honored.

d. Any other remedy available at law.

21. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

22. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

23. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

24. Recordation of Agreement. When the annexation ordinance and zoning ordinance as described in this Agreement have been adopted by the Town, this Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, and shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

25. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

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

27. 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.

28. Notice. All notice required under this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States mail with the

proper address, as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

To the Town:                      Town Administrator  
Town of Parker  
20120 East Mainstreet  
Parker, Colorado 80138

To the Property Owner:        \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. 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 Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

**PROPERTY OWNER:**

By: \_\_\_\_\_  
\_\_\_\_\_ [name/title]

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

**STONEGATE VILLAGE METROPOLITAN  
DISTRICT  
(AS TO PARAGRAPH 3)**

By: \_\_\_\_\_  
\_\_\_\_\_, District Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBITS**

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B OPEN SPACE PROPERTY

EXHIBIT C TRAIL CONNECTION BETWEEN NEWLIN GULCH TRAIL AND STONEGATE TRAIL

EXHIBIT D TOWN PROPERTY ADJACENT TO CHAMBERS ROAD (EXISTING TOWN DETENTION PONDS)

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
THE PROPERTY PROPOSED FOR ANNEXATION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19 AND NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2006.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE SOUTHERLY ALONG SAID WEST LINE, SOUTH 00°30'38" EAST, A DISTANCE OF 886.87 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (4) COURSES:

1. NORTH 48°42'44" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'43" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'43" WEST, A DISTANCE OF 500.74 FEET;
4. NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 68°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,438,341 SQUARE FEET OR 101.890 ACRES MORE OR LESS.

Note:

Exhibits B & C will be available at Second Reading of Ordinance 2.245.

EXHIBIT D

August 31, 2015

**LEGAL DESCRIPTION – PUD PARCEL B (CHAMBERS TRACT)**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1796.69 FEET;

THENCE NORTH 85°56'47" WEST, A DISTANCE OF 49.52 FEET;

THENCE NORTH 85°31'26" WEST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 87°22'52" WEST, A DISTANCE OF 20.43 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (2) COURSES:

1. NORTH 01°14'43" WEST, A DISTANCE OF 181.89 FEET;
2. NORTH 51°09'42" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 265,479 SQUARE FEET OR **6.095 ACRES** MORE OR LESS.

ORDINANCE NO. 3.322, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE NEWLIN CROSSING PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH**

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado (the "Property"), as PD-Planned Development District, pursuant to the Town of Parker Land Development Code.

b. Public notice has been given by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

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

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

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Code are satisfied for rezoning the Property to PD-Planned Development District, as described in the Parker Land Development Code.

Section 2. The Property is hereby zoned PD-Planned Development District as provided in the Newlin Crossing Development Plan and Guide, which is attached hereto as **Exhibit B** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Guide and Plan.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

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

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

Section 7. This Ordinance shall become effective ten (10) days after final publication. This Ordinance shall not be deemed approved until the Annexation Ordinance for the Property goes into effect. In the event the Annexation Ordinance for the Property goes into effect, then in that event this Ordinance shall become effective ten (10) days after final publication.

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

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

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

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION OF  
THE PROPERTY PROPOSED FOR ANNEXATION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 19 AND NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE SOUTHERLY ALONG SAID WEST LINE, SOUTH 00°30'38" EAST, A DISTANCE OF 886.87 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (4) COURSES:

1. NORTH 48°42'44" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'43" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'43" WEST, A DISTANCE OF 500.74 FEET;
4. NORTH 51°09'43" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,438,341 SQUARE FEET OR 101.890 ACRES MORE OR LESS.

# EXHIBIT B

## Newlin Crossing Planned Development Town of Parker, Colorado

### Development Guide

#### A. Statement of Purpose

The purpose of the Newlin Crossing Development Plan and Guide is to establish standards for the comprehensive development and improvement of the property, except as provided herein. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents and other users.

#### B. Application

These Standards, contained in the Development Guide, shall apply to all property contained within the Newlin Crossing PD as shown on the attached Development Plan, except as provided herein. These Standards, contained in the Development Guide, may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the Standards contained in the Development Guide and Plan, and the Parker Municipal Code (excluding Chapter 13.04), then the Parker Municipal Code shall control.

Provisions of this guide shall prevail and govern the development, however, this guide only supersedes the specific zoning category, not the Town of Parker Land Development Code. The subdivision and zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject, or where the Planning Commission or Town Council may approve changes subject to the requirements of the modification standards within this Development Guide or other applicable procedures within the Land Development Code.

#### C. Authority

The authority for this Development Guide is Chapter 13.04.150 (PD-Planned Developments) of the Town of Parker Land Development Code, as amended.

#### D. Adoption

The adoption of this Development Guide shall evidence the finding and decision of the Parker Town Council that this Development Guide for the Newlin Crossing PD is authorized by the provisions of Chapter 13.04.150 of the Town of Parker, Municipal Code, as amended.

#### E. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker. All provisions of this Development Guide shall run in favor of the residents, occupants or owners of the land on which the Newlin Crossing PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and where applicable, State law.

**F. Control Over Use**

After the adoption of this Development Guide by the Town Council of the Town of Parker, these Development Standards, in conjunction with the Town of Parker Municipal Code, shall control development and land use, including the following:

- 1) any new building, structure or land use;
- 2) the use of any existing building, structure or parcel of land; and,
- 3) any existing building or structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan and the Town of Parker Municipal Code.

**G. Incorporation of Development Plan**

The Development Plan for Newlin Crossing PD, including the type, location and boundaries of land use areas, proposed major street alignments and access points is incorporated by exhibit into this Development Guide.

**H. Conflicts**

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

---

# Newlin Crossing PD

## RESIDENTIAL

### Planning Area 1

#### INTENT

Planning Area 1 is established to provide a low to moderate intensity residential land use as a transition to the existing church and Carousel Farms residential neighborhood,

#### USES PERMITTED BY RIGHT

##### Residential

- (1) Single Family Detached Dwelling
- (2) Duplex
- (3) Parks
- (4) Open Space
- (5) Neighborhood Recreation Centers
- (6) Places of Religious Assembly
- (7) Accessory Uses
- (8) Uses Permitted by Special Review
  - a. neighborhood public service, health and education facilities, such as community centers, libraries and museums
  - b. nursery schools / child care centers

#### DEVELOPMENT STANDARDS

- (1) Density:
    - a. not to exceed four and one-half (4.5) dwelling units per acre
  - (2) Maximum Building Height:
    - a. thirty-five (35) feet
  - (3) Minimum Lot Area:
    - a. single-family – 4,500 square feet
    - b. duplex and attached 2,000 square feet per unit
  - (4) Setbacks – Building to property lot line:
    - a. north property boundary: 15 feet south of utility easement
    - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
    - c. East Mainstreet 40 feet
    - d. Single-family detached:
      - i. Front Facade: 15 feet from Right of Way
      - ii. 10 feet with side loaded garage
      - iii. 20 feet from sidewalk to face of garage
      - iv. Side: 5 feet  
Along street ROW: 10 feet
      - v. Rear: 10 feet
  - (5) Minimum Lot Width:
    - a. at street: 35 feet
    - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
-

# RESIDENTIAL / MULTIFAMILY (RMF)

## PLANNING AREA 2 and 5

### INTENT

The intent of the Residential / Multifamily Planning Areas is to provide a moderate density residential neighborhood as a transition to retail, office and personal/business services. Multifamily residential is permitted to transition from lower intensity uses located within PA-1, and the commercial/retail uses within PA- 2 and 3. This village context will create an opportunity for a sustainable, vibrant mixed-use neighborhood where commercial uses provide products, services and employment opportunities for the residential community and the residential uses provide consumers and employees for the non-residential uses. Furthermore, the design intent is to enhance the pedestrian environment with uses interconnected within the property and to the larger community, providing access from alternative modes of transportation.

### USES PERMITTED BY RIGHT

All uses permitted in PA-1 Residential including the following:

#### Residential

- (1) Multifamily
- (2) Congregate Care and Assisted Living
- (3) Single Family Detached
- (4) Duplex

#### Development Standards

- (1) Density – not to exceed:
  - a. PA – 2 thirteen and one-half (13.5) dwelling units per acre
  - b. PA – 3 – eleven and one-half (11.5) dwelling units per acre
- (2) Maximum Building Height:
  - a. forty (40) feet
- (3) Minimum Lot Area:
  - a. single-family – 4,500 square feet
  - b. duplex and multi-family attached residential: none
- (4) Setbacks – Building foundation wall to lot property line:
  - a. north property boundary: 15 feet south of the open space tract
  - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
  - c. Chambers Road: 50 feet front, 10 feet side; 10 feet rear single-family detached:
    - i. Front Facade: 15 feet from Right of Way  
10 feet with side loaded garage
    - ii. Side: 5 feet  
Along street ROW: 10 feet
    - iii. Rear: 10 feet
    - iv. Garage: 20 feet from sidewalk
  - d. attached and multifamily
    - i. Front, side, and rear façade: 5 feet from sidewalk
    - ii. Garage: 5 feet minimum from drive lane or sidewalk

- (5) Minimum Lot Width: SFD, SFA
  - a. at street: 35 feet
  - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
  - c. Multifamily: none

## **COMMERCIAL RETAIL (CR)**

### **Planning Area 4**

#### **INTENT**

The Commercial Retail planning area (PA-4) is planned to attract users that will benefit from the surrounding residential neighborhoods and provide goods and services to the local and regional businesses and residents. The intent of the Commercial Retail planning area is to promote the combination of retail commercial uses that will support an active neighborhood commercial center.

#### **Residential**

- (1) Vertical Mixed-Use – Residential above first floor retail/commercial

#### **Commercial Retail**

- (1) Grocery store
- (2) Convenience retail shopping facilities, including but not limited to:
  - a. drug stores
  - b. liquor stores
  - c. convenience grocery with and without gas pumps
- (3) Retail including but not limited to:
  - a. art gallery
  - b. antiques
  - c. artisan shops
  - d. gift shop
  - e. pet shops
  - f. florists
  - g. book store
  - h. stationery stores
  - i. retail food specialty shops which sell food products not intended to be consumed on the premises
  - j. butcher shops
  - k. candy stores
  - l. bakeries
  - m. doughnut shops
  - n. dairy product shops
  - o. toy and game stores
  - p. battery and accessory stores
  - q. bicycle stores
  - r. music stores
  - s. sporting goods store
- (4) General retail merchandise and apparel shops, including but not limited to:
  - a. junior department stores
  - b. craft and hobby stores
  - c. discount department stores

- d. hardware and building material stores
- e. clothing stores
- f. shoe stores
- g. furniture stores
- h. household appliance stores
- i. floor covering, drapery and upholstery stores
- j. electronics stores
- k. cosmetic store;

### **Eating and Drinking Establishments**

- (1) restaurants
- (2) fast food, drive-through or carryout restaurants
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) quick-serve restaurants

### **Personal Services**

- (1) Convenience service establishments, including but not limited to:
  - a. barber shops and beauty salons
  - b. dry cleaners and laundries
  - c. photo studio
  - d. shoe repair shops
  - e. watch or jewelry repair
  - f. travel agency
- (2) day care centers
- (3) health clubs

### **Commercial Recreation**

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

### **General Office and Professional Services**

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) congregate care and assisted living

### **Lodging**

- (1) hotels and motels
- (2) bed and breakfast

### **Motor Vehicle**

- (1) gasoline stations with gas pumps and car wash with and without convenience grocery store

- a. Not more than 16 pumps
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores
- (5) car wash

**Institution of Higher Education**

- (1) satellite classrooms

**Vocational Trade School**

- (1) Instructional facility not greater than 5,000 sf

**DEVELOPMENT STANDARDS**

- (1) Maximum Building height:
  - a. 60 feet
- (2) Minimum lot area: none
- (3) Setbacks – All Uses
  - a. Newlin Gulch Open Space
    - i. building 10 feet side; 10 feet rear
    - ii. parking 10 feet
  - b. E. Mainstreet, Chambers Road, Minor Collector
    - i. building 30 feet
    - ii. parking 20 feet
- (4) Minimum Lot Width: none
- (5) Physical and Functional Integration
  - a. All project components shall be interconnected by pedestrian links such as:
    - i. Careful positioning of key components around central public spaces (for example; a street, park, plaza, atrium, galleria, or shopping center);
    - ii. Interconnection of project components through pedestrian-friendly pathways (including sidewalks along streets, interior walkways, enclosed corridors and concourses, retail plazas and mall areas, escalators and aerial bridges between buildings).

**OPEN SPACE**

**OPEN SPACE PLANNING AREAS**

**INTENT**

Open Space Areas are intended to provide buffers, passive and active recreation, pedestrian trails and drainage to satisfy requirements of residential development.

**Uses Permitted by Right**

As defined in Section 13.04.165 of the Parker Municipal Code

**USES PERMITTED BY RIGHT**

- (1) Community building/clubhouse
- (2) indoor and outdoor public and private recreation facilities
- (3) nature center/picnic area
- (4) parking as an accessory use
- (5) other uses consistent with the purposes of this section and compatible with the uses set forth herein, as permitted by Section 13.04.22 of the Parker Municipal Code.

**Park Dedication**

Park dedications shall be subject to the provisions of Sections 13.07.140 and 13.07.145 of the Parker Municipal Code, as amended.

---

End of Section







ITEM NO: 9  
DATE: 05/02/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: SETBACK VARIANCE AT LOT 1B PARKER AUTO PLAZA FILING 2, THIRD AMENDMENT**

- PUBLIC HEARING       ORDINANCE FOR 1<sup>ST</sup> READING
- CONTRACT               ORDINANCE FOR 2<sup>ND</sup> READING
- MOTION                   RESOLUTION

  
John Fussa, Community Development Director

  
G. Randolph Young, Town Administrator

**ISSUE:**

Lincoln Parker Auto, LLC is the owner of a lot situated between Ponderosa Drive and the regional detention ponds to the west which serve Parker Auto Plaza. This lot is unusually narrow and at its widest point, is only 111 feet in width. The applicant has therefore requested a variance from the 25-foot rear yard setback requirement within the Parker Auto Plaza Planned Development in order to allow for adequate internal access and circulation. If granted, it would allow this lot to have a ten foot rear yard setback.

**PRIOR ACTION:**

None

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The Parker Auto Plaza Planned Development was approved by ordinance in 2002. The subject property is part of Parker Auto Plaza Filing 2 which was approved in 2004. It was then replatted to split it off from the lot at the northwest corner of Ponderosa and Lincoln Avenue in 2015.

Section 13.04.260 of the Town’s Land Development Ordinance allows for consideration of variance requests. Variances can be considered “in order to relieve any peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness or shape of a specific piece of property or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Title.”

The property owner is seeking approval of a site plan on the subject parcel to locate two multi-tenant automotive services buildings on this lot. The narrowness of the lot would make meeting the required 24-foot width for a drive aisle in front of both buildings impossible without a variance from the required 25-foot rear-yard setback. This is deemed an acceptable width by Fire/Life Safety for the site to have adequate internal circulation for emergency vehicles.

It should also be noted that this parcel is not immediately adjacent to Cherry Creek. Between this parcel's western boundary and Cherry Creek is a 9.97 acre regional detention pond. It was designed and constructed to serve as the regional detention facility for the portions of Parker Auto Plaza west of Twenty Mile Road. This detention pond serves as a buffer between the subject parcel and the flood plain and trail within Cherry Creek. The detention pond is 103-feet wide at its narrowest point and cannot be relocated or altered to eliminate the variance request.

Staff finds that the unusual dimensions of this lot for commercial use purposes when viewed in connection with the adjacent detention pond provide adequate grounds for consideration of a variance. The applicant has met the 24-foot drive aisle access requirement by pushing the buildings back to meet a 10 foot setback. This design places the two buildings more than 110 feet from the boundary with the Cherry Creek open space and is sufficient to mitigate an potential impacts

**RECOMMENDATION:**

Staff recommends Town Council approve the variance request for Lot 1B, Parker Auto Plaza Filing 2, Third Amendment, subject to the condition contained in the staff report. The Planning Commission will make a recommendation to Town Council April 28, 2016.

**PREPARED/REVIEWED BY:**

Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director

**ATTACHMENTS:**

1. Vicinity Map
2. Staff Report

**RECOMMENDED MOTION:**

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

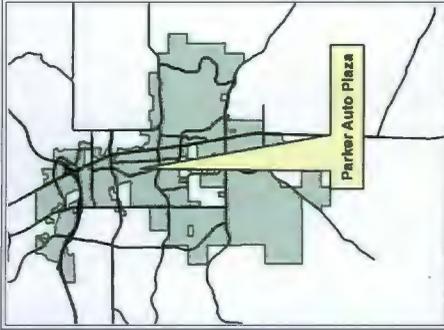
1. The 10-foot setback also represents an existing utility easement. No portion of either building can extend into this easement.



# Parker Auto Plaza

## Automotive Services Site Plan at Lot 1B, Filing 2 Variance Request

Attachment 1



**Legend**

- Town Boundary
- Site
- Roads

**Narrative:**  
 Applicant seeks to annex a 94 acre parcel located at the northeast corner of Mainstreet and Chambers Road, and zone this it PD - Planned Development.

**Planner:** Patrick Mulready  
**Hearing Schedules:**  
**Planning Commission:** April 28, 2016  
**Town Council:** May 2, 2016





**Community Development Department Memorandum  
Development Review Division**

**To:** Town of Parker Planning Commission

**From:** Patrick Mulready, Senior Planner *PM*  
Steve Greer, Deputy Community Development Director *SG*

**Through:** John Fussa, Community Development Director

**Date:** April 28, 2016

**Regarding:** Public Hearing:  
Lot 2B, Parker Auto Plaza Filing 2, Third Amendment Variance  
[Case No. Z16-011]

**Section I.  
Subject & Proposal:**

**Location:** North of the northwest corner of Lincoln Avenue and Ponderosa Drive

**Applicant:** Chad Wheeler, The Dimension Group

**Proposal:** The applicant requests relief from the zoning requirement within the Parker Auto Plaza Planned Development that all buildings comply with a 25-foot rear-lot setback.

**Section II.  
Background:**

**History:** The Parker Auto Plaza Planned Development was established by Ordinance in 2002. The final plat for Parker Auto Plaza Filing 2 was approved and recorded in 2005. It has since been amended three times. The most recent amendment split the subject property off as a separate lot from the parcel currently under construction at the northwest corner of Lincoln Avenue and Ponderosa Drive.

**Site Data:** The subject property is 1.94 acres. It is accessed entirely from Ponderosa Drive to the east. The street frontage for the lot is 620 linear feet. The lot is not particularly deep nor is the westerly boundary a regular shape. Lot 2B is 111 feet in width at its widest point.

**Land Use Summary Data:**

**Total Area:** 1.94 acres

**Zoning:** PD – Planned Development, Parker Auto Plaza

**Existing Use:** Currently vacant and undeveloped. The site is improved with access to utilities.

**Surrounding Zoning & Land Use:**

North: PD – Planned Development, Parker Auto Plaza. Constructed as Global Village Academy Charter School  
East: PD – Planned Development, Parker Auto Plaza. Constructed as a CarMax automobile dealership  
South: PD – Planned Development, Parker Auto Plaza. Under construction as a multi-tenant automobile services building  
West: PD – Planned Development, Parker Auto Plaza. Constructed as a regional detention pond serving all of Parker Auto Plaza Filing 2

**Section III.  
Analysis:**

**Variance Request:**

Section 13.04.260 of the Town’s Land Development Ordinance allows for consideration of variance requests. Variances can be considered “in order to relieve any peculiar and exceptional practical difficulties or exceptional and undue hardship by reason of exceptional narrowness, shallowness or shape of a specific piece of property or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property if such relief may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Title.”

The property owner is seeking approval of a site plan on the subject parcel to locate two multi-tenant automotive services buildings on this lot. The narrowness of the lot would make meeting a 24-foot width for a drive aisle in front of both buildings impossible without a variance from the required 25-foot rear-yard setback. The minimum width for a drive aisle is 24 feet. This is deemed an acceptable width by Fire/Life Safety for the site to have adequate internal circulation for emergency vehicles.

It should also be noted that this parcel is not immediately adjacent to Cherry Creek. Between this parcel's western boundary and Cherry Creek is a 9.97 acre regional detention pond. It was designed and constructed to serve as the regional detention facility for the portions of Parker Auto Plaza west of Twenty Mile Road. This detention pond serves as a buffer between the subject parcel and the flood plain and trail within Cherry Creek. The detention pond is 103-feet wide at its narrowest point.

Staff finds that the unusual dimensions of this lot for commercial use purposes when viewed in connection with the adjacent detention pond provide adequate grounds for consideration of a variance. The applicant has met the 24-foot drive aisle access requirement by pushing the buildings back to meet a 10 foot setback. This design places the two buildings more than 110 feet from the boundary with the Cherry Creek open space.

#### **Section IV.**

##### **Referral Agency Comments:**

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

**Town of Parker Engineering Dept.:**

No comment

**Parker Water & Sanitation District:**

No comment

**Town of Parker Fire/Life Safety:**

No comment

**Town of Parker Police Department:**

No comment

#### **Section V.**

##### **Recommendation:**

Staff recommends that the Planning Commission recommend that Town Council approve the variance request for Lot 2B, Parker Auto Plaza Filing 2, Third Amendment to allow for a reduction in the rear yard setback requirement of 15 feet subject to the following condition:

1. The 10-foot setback also represents an existing utility easement. No portion of either building can extend into this easement.

#### **Section VI.**

##### **Attachments:**

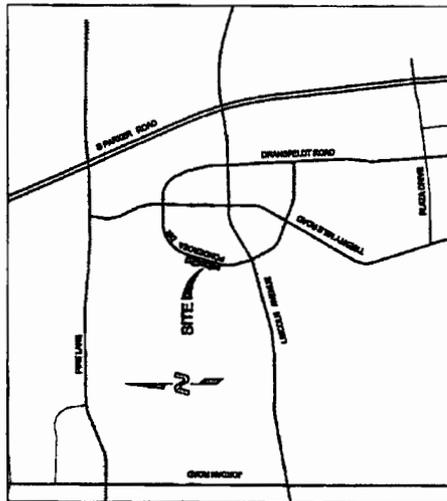
1. Vicinity Map
2. Site Plan Exhibit

**Section VII.**  
**Proposed Motion(s):**

*“I move the Planning Commission recommend Town Council approve the variance request for Lot 2B, Parker Auto Plaza Filing 2, Third Amendment subject to the one condition in staff’s report.”*

# SITE PLAN - PARKER AUTOMOTIVE PH. II

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8,  
 TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



### SITE DEVELOPMENT DATA:

SITE ACRESAGE: PD-PLANNED DEVELOPMENT DISTRICT FALL 2015 DEVELOPMENT SCHEDULE PERMITTED USE: 48100 E. LINCOLN AVENUE STATE PARCEL NUMBER: 2233-181-01-003		1.943 AC (84,024 SF) 1.93 % 4,300 SF 49,296.1 SF 20,002.0 SF 2,621.8 SF	COVERAGE 9.3 % 4.3 % 58.9 % 23.3 % 3.1 %
PROPOSED BUILDING 'X': PROPOSED BUILDING 'Y': PROPOSED PAVEMENT: PROPOSED LANDSCAPE PROPOSED SIDEWALK		29 FT. 25 FT. 25 FT. 62 SPACES 3 SPACES 2 SPACES 35'-0" MAX.	PROPOSED: 25 FT. 25 FT. 0 FT. 60 SPACES 3 SPACES 2 SPACES 35'-0"
SETBACKS: FRONT: SIDE: REAR: TOTAL PARKING REQUIRED: (1 SPACE / 450 SQ-F / 1,100 SF) (84,024 SF / 4,300 SF) = 19.5 SPACES		25 FT. 25 FT. 0 FT. 62 SPACES 3 SPACES 2 SPACES 35'-0" MAX.	25 FT. 25 FT. 0 FT. 60 SPACES 3 SPACES 2 SPACES 35'-0"
TOTAL ACCESSIBLE PARKING: TOTAL BICYCLE PARKING: ALLOWED BUILDING HEIGHT		3 SPACES 2 SPACES 35'-0" MAX.	3 SPACES 2 SPACES 35'-0"

### LEGAL DESCRIPTION:

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3RD AMENDMENT  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

### SHEET INDEX:

- 1 COVER SHEET
- 2 SITE PLAN
- 3 GRADING
- 4 GRADING & UTILITY PLAN
- 5 LANDSCAPE PLAN
- 6 LANDSCAPE DETAILS
- 7 PHOTOGRAPHIC PLAN
- 8 BUILDING ELEVATIONS A
- 9 BUILDING ELEVATIONS B
- 10 COLOR BUILDING ELEVATIONS A
- 11 COLOR BUILDING ELEVATIONS B

COVER SHEET  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 21, 2016  
 SHEET 1 OF 11



**LANDSCAPE ARCHITECT:**  
 MEEKS DESIGN GROUP  
 1107 CENTENNIAL BLVD, SUITE 270  
 RICHARDSON, TX 75081  
 CONTACT: HERB MEEKS  
 PHONE: (972) 860-4174

**CIVIL ENGINEER:**  
 THE DIMENSION GROUP  
 4800 S. QUEBEC ST., SUITE 2100  
 GREENWOOD VILLAGE, CO 80111  
 CONTACT: CHAD A. WHEELER, PE  
 PHONE: (720) 535-5100

**ARCHITECT:**  
 THE DIMENSION GROUP  
 4800 S. QUEBEC ST., SUITE 2100  
 GREENWOOD VILLAGE, CO 80111  
 CONTACT: TAMMIE HIRNIE  
 PHONE: (720) 535-5100

**OWNER:**  
 LINCOLN PARKER AUTO LLC  
 1419 CAULFIELD ROAD CIRCLE  
 CASTLE ROCK, COLORADO 80104  
 CONTACT: BILL PRISTER  
 PHONE: (303) 476-6639

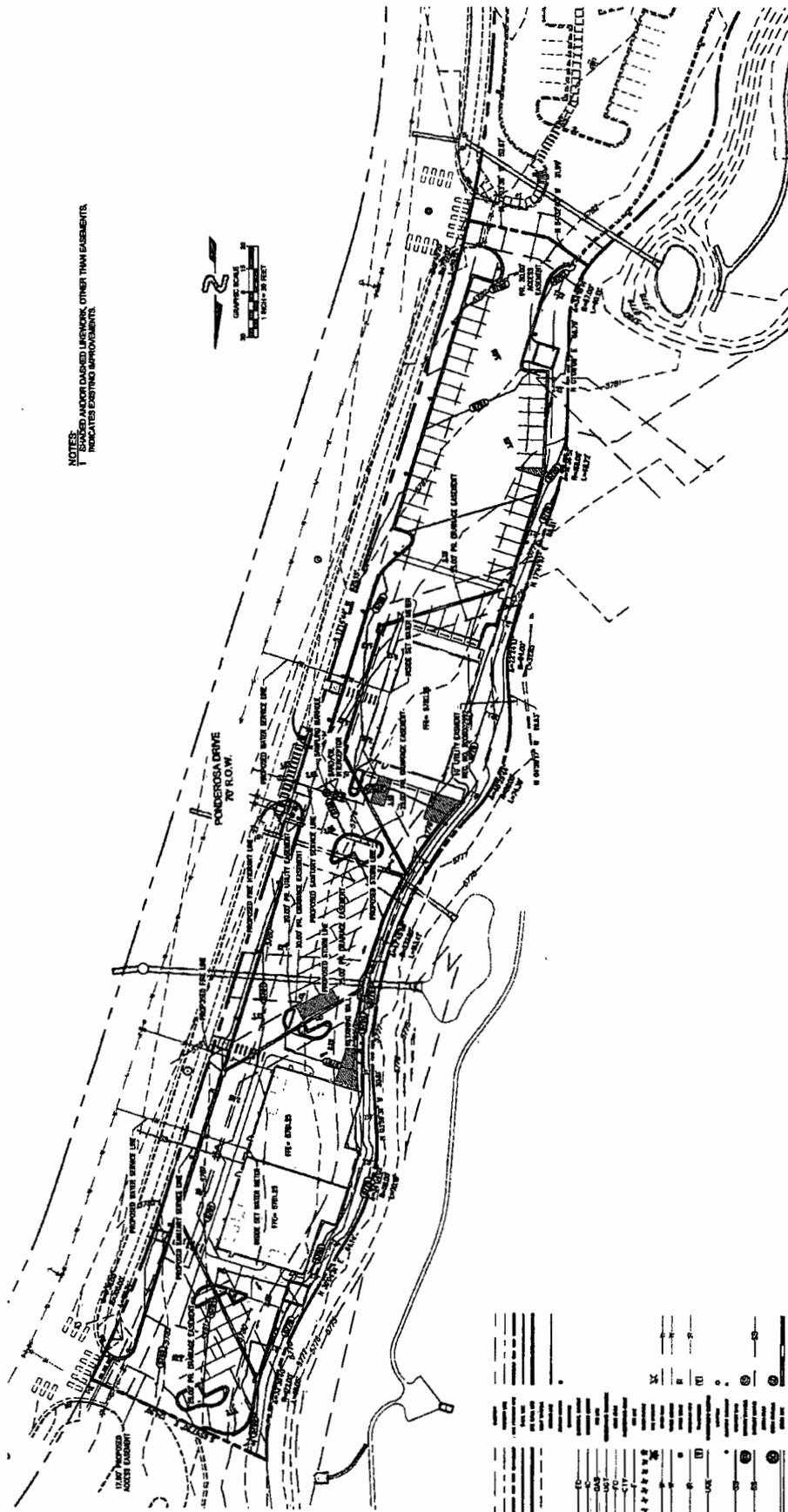




# SITE PLAN - PARKER AUTOMOTIVE PH. II

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8,  
 TOWNSHIP 8 SOUTH, RANGE 68 WEST OF THE 6th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTES:  
 1. SHALLOU AND/OR DASHED LINESWORK, OTHER THAN BASEMENTS,  
 INDICATES EXISTING IMPROVEMENTS.



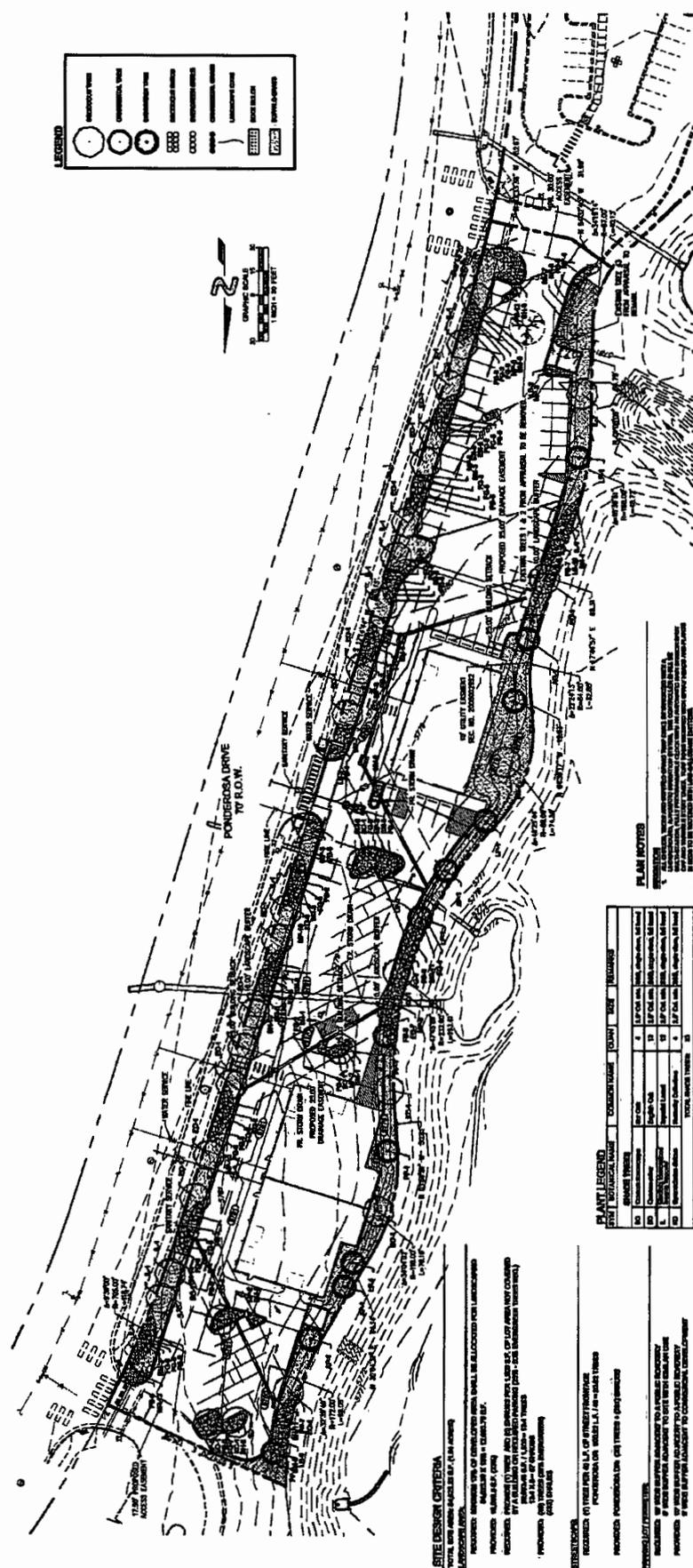
SYMBOL	DESCRIPTION
(Symbol)	PROPOSED WATER SERVICE LINE
(Symbol)	PROPOSED SANITARY SERVICE LINE
(Symbol)	PROPOSED GAS SERVICE LINE
(Symbol)	PROPOSED 12\"/>

GRADING AND UTILITY PLAN  
 PARKER AUTOMOTIVE PH. II  
 BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 24, 2016  
 SHEET 4 OF 11



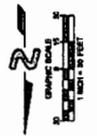
# SITE PLAN - PARKER AUTOMOTIVE PH. II

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9,  
 TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



**LEGEND**

○	PROPOSED TREE
○	PROPOSED SHRUB
○	PROPOSED BUSH
○	PROPOSED PALM
○	PROPOSED SPREADER
○	PROPOSED TREE
○	PROPOSED SHRUB
○	PROPOSED BUSH
○	PROPOSED PALM
○	PROPOSED SPREADER
○	PROPOSED TREE
○	PROPOSED SHRUB
○	PROPOSED BUSH
○	PROPOSED PALM
○	PROPOSED SPREADER



Type	Code	Quantity	Condition	Notes
Tree	T-1	10	Plant	10' x 10' x 10'
Shrub	S-1	20	Plant	6' x 6' x 6'
Bush	B-1	30	Plant	4' x 4' x 4'
Palm	P-1	5	Plant	12' x 12' x 12'
Spreader	SP-1	15	Plant	8' x 8' x 8'

NOT TO SCALE UNLESS SPECIFICALLY NOTED OTHERWISE. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

**mob**  
 landscape architecture  
 1000 14th Street, Suite 100, Boulder, CO 80502  
 TEL: 303.440.1111

**3D DIMENSION GROUP**  
 1000 14th Street, Suite 100, Boulder, CO 80502  
 TEL: 303.440.1111

LANDSCAPE PLAN  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 23, 2018  
 SHEET 5 OF 11

### PLANT NOTES

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
4. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
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9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.

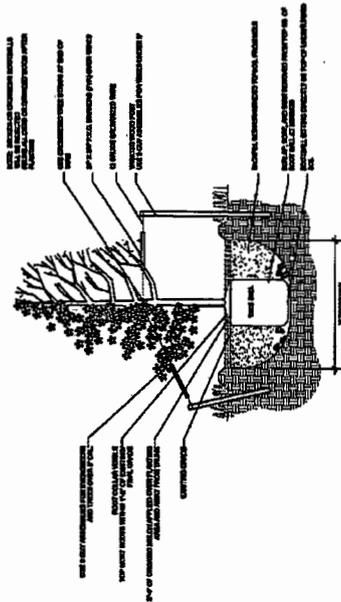
**PLANT LEGEND**

PLANT NAME	QUANTITY	DATE	REVISION
1. Tree	10	02/23/18	1
2. Shrub	20	02/23/18	1
3. Bush	30	02/23/18	1
4. Palm	5	02/23/18	1
5. Spreader	15	02/23/18	1

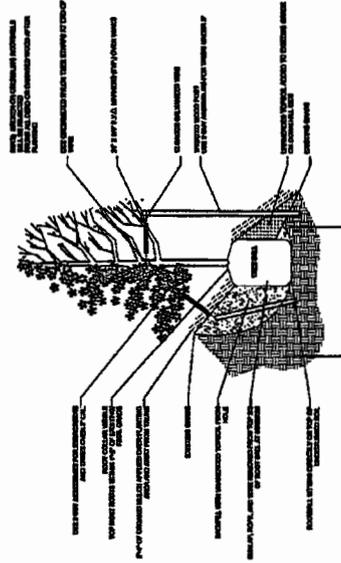
### SITE DESIGN CRITERIA

- 1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
- 2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
- 3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF PARKER LANDSCAPE DESIGN MANUAL.
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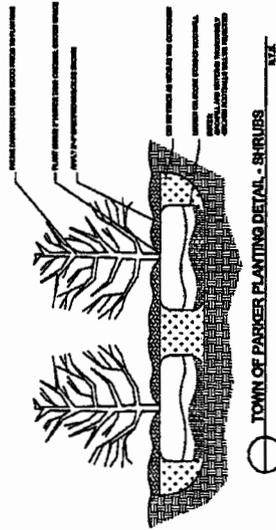
**SITE PLAN - PARKER AUTOMOTIVE PH. II**  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 8,  
 TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE 6TH P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



TOWN OF PARKER TREE PLANTING DETAIL - SLOPES



TOWN OF PARKER TREE PLANTING DETAIL - SLOPES



TOWN OF PARKER PLANTING DETAIL - SHRUBS

**NOTES:**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER PLANTING DETAIL SPECIFICATIONS.
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER PLANTING DETAIL SPECIFICATIONS.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER PLANTING DETAIL SPECIFICATIONS.
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10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE TOWN OF PARKER PLANTING DETAIL SPECIFICATIONS.



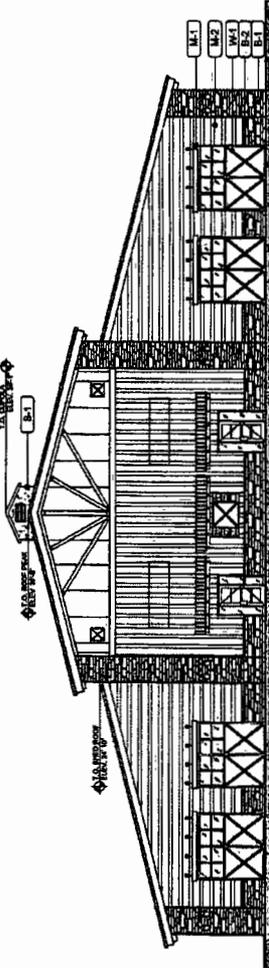
LANDSCAPE DETAILS  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 23, 2016  
 SHEET 6 OF 11



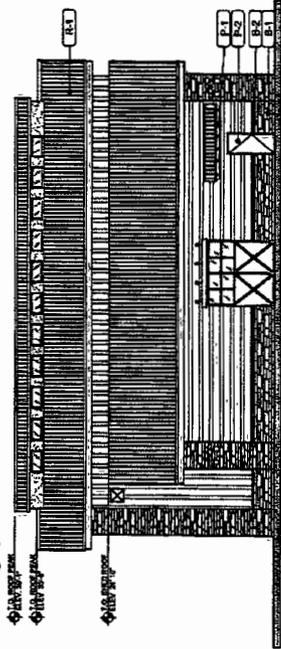


# SITE PLAN - PARKER AUTOMOTIVE PH. II

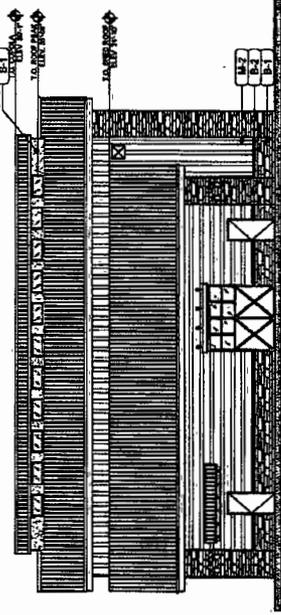
LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD. AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9,  
 TOWNSHIP 8 SOUTH, RANGE 68 WEST OF THE 6th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



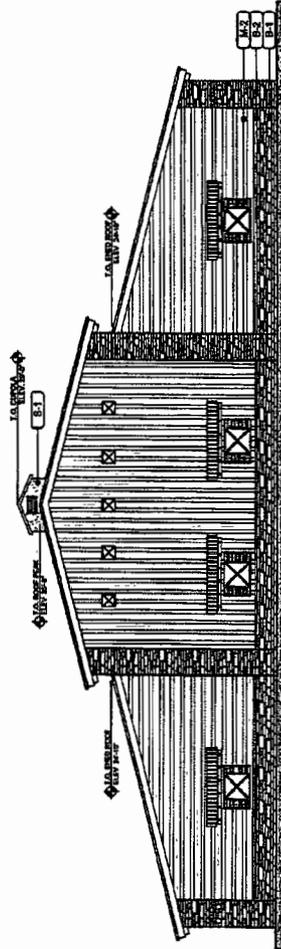
01 FRONT (EAST) ELEVATION  
18'-11 1/2"



02 LEFT SIDE (SOUTH) ELEVATION  
18'-11 1/2"



03 RIGHT SIDE (NORTH) ELEVATION  
18'-11 1/2"



04 REAR (WEST) ELEVATION  
18'-11 1/2"

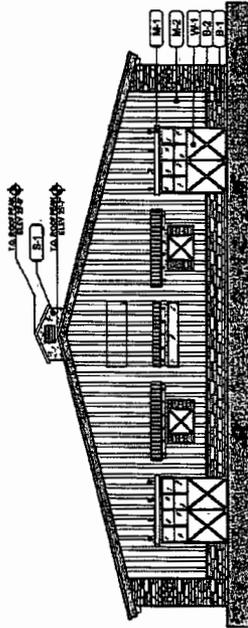
EXTERIOR MATERIALS	
B4	CLASSET STONE, 7 1/4" CORBEL LEDGE, 3/8" CEMENT MTD.
B2	SILL STONE - TID
P-1	PART. GIBBERN WILLIAMS CRAFTSMAN ENCOURAGES
R-2	2 1/2" PART. GIBBERN WILLIAMS RUGED SPUNWALL
M-1	METAL - TID
M-2	METAL PANEL CLADDING BRITISH, TID
R-1	METAL EXPANDING BEAM ROOF - TID
W-1	WOOD - TID

BUILDING ELEVATIONS A  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3 RD. AMENDMENT  
 FEBRUARY 23, 2018  
 SHEET 8 OF 11

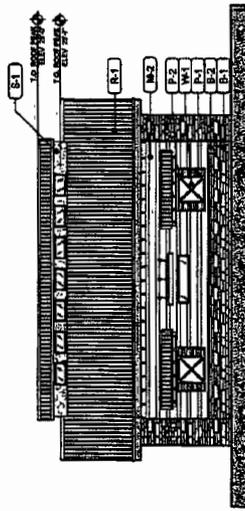


# SITE PLAN - PARKER AUTOMOTIVE PH. II

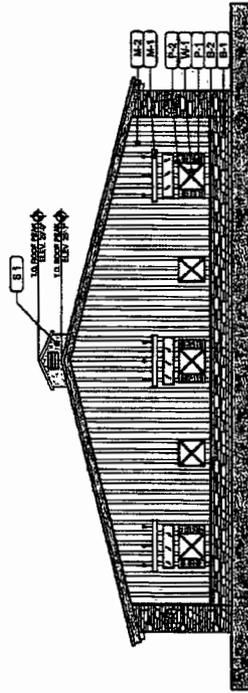
LOT 1B, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9,  
 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 68th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



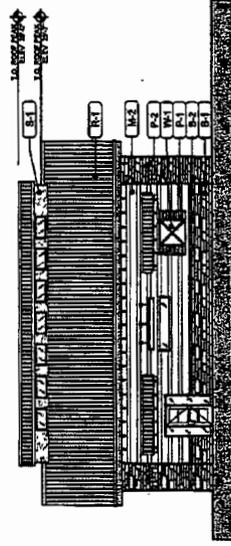
**01** FRONT (EAST) ELEVATION  
1/8" = 1'-0"



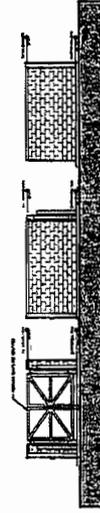
**02** LEFT SIDE (SOUTH) ELEVATION  
1/8" = 1'-0"



**04** REAR (WEST) ELEVATION  
1/8" = 1'-0"



**03** RIGHT SIDE (NORTH) ELEVATION  
1/8" = 1'-0"



**05** TRASH ENCLOSURE ELEVATIONS  
1/8" = 1'-0"

EXTERIOR MATERIALS	
B-1	SUBSET STONE - 3/4" CARREL LEUCO 3/8" CHRYSEME FIELD
B-2	SILLSTONE - TBD
P-1	PINK, SERRAN YELLOW CHATTIUM BRICKWORK
P-2	TYP. PAINT - SERRAN YELLOW BRICKED BROWN GLZ
M-1	METAL - TBD
M-2	METAL PANEL CLADDING SYSTEM - TBD
W-1	METAL STANDING SEAM ROOF - TBD
W-2	WOOD - TBD

BUILDING ELEVATIONS B  
 PARKER AUTOMOTIVE PH. II  
 LOT 1B, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 68th P.M.  
 SHEET 6 OF 11



ARCHITECTURE - CIVIL ENGINEERING - MEP ENGINEERING - PLANNING  
 4001 E. Central Express, Suite 1000, Greenwood Village, Colorado 80111  
 TEL: (303) 755-2200 FAX: (303) 755-2201

# SITE PLAN - PARKER AUTOMOTIVE PH. II

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTH-EAST QUARTER OF SECTION 9,  
 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 8th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



01 FRONT (EAST) ELEVATION



02 LEFT SIDE (SOUTH) ELEVATION



03 RIGHT SIDE (NORTH) ELEVATION



04 REAR (WEST) ELEVATION

EXTERIOR MATERIALS	
B-1	BLANKE STONE - 3/4" CORNELL LEDGE SPA CUSTOMER FIELD
B-2	SHIL BIRCH - 7/8"
M-1	PART-SHENRY WILLIAMS CRAFTSMAN SHOES
M-2	TRIP WING - SHENRY WILLIAMS CRAFTSMAN SHOES
B-3	METAL - 7/8"
B-4	METAL PANEL CLASSED BRITER - 7/8"
B-5	METAL STRONG BEAM ROOF - 7/8"
B-6	WOOD - 1/2"

COLOUR BUILDING ELEVATIONS A  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 22, 2016  
 SHEET 10 OF 11



# SITE PLAN - PARKER AUTOMOTIVE PH. II

LOT 18, BLOCK 2, PARKER AUTO PLAZA FILING NO. 2, 3 RD AMENDMENT  
 LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 9,  
 TOWNSHIP 8 SOUTH, RANGE 68 WEST OF THE 6th P.M.  
 TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



**01 FRONT (EAST) ELEVATION**  
10'-0" x 10'-0"



**02 LEFT SIDE (SOUTH) ELEVATION**  
10'-0" x 10'-0"



**04 REAR (WEST) ELEVATION**  
10'-0" x 10'-0"



**03 RIGHT SIDE (NORTH) ELEVATION**  
10'-0" x 10'-0"



**05 TRASH ENCLOSURE ELEVATIONS**  
10'-0" x 10'-0"

EXTERIOR MATERIALS	
M1	DARK STONE - TOP CORNER LEVISE, SWX CHETWINE FIELD
M2	RED STONE - TBD
M3	PAVE - RUBBER BELLS DRIFTWAX PROVIDED
M4	TRIP PINE - REDWOOD/YELLOW PINE SHINGLES
M5	META - TBD
M6	META PANEL CLADDING SYSTEM - TBD
M7	META STANDING SEAM ROOF - TBD
M8	WOOD - TBD

COLOR BUILDING ELEVATIONS BY  
 PARKER AUTOMOTIVE PH. II  
 LOT 18, BLOCK 2, PARKER AUTO PLAZA  
 FILING NO. 2, 3RD AMENDMENT  
 FEBRUARY 23, 2010  
 SHEET 11 OF 11



ARCHITECTS - CIVIL ENGINEERS - LAMP ENGINEERS - PLANNERS  
 3000 E. Colfax Street, Suite 1000, Greenwood Village, Colorado 80111  
 TEL: 303.755.2120 FAX: 303.755.2121





ITEM NO: 10  
DATE: 05/02/2016

**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**

- PUBLIC HEARING       ORDINANCE FOR 1<sup>ST</sup> READING      (04/18/2016)
- CONTRACT               ORDINANCE FOR 2<sup>ND</sup> READING      (05/02/2016)
- MOTION                   RESOLUTION

  
John Fussa, Community Development Director

  
G. Randolph Young, Town Administrator

**ISSUE:**

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

**PRIOR ACTION:**

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. On April 14, 2016 Planning Commission recommended that the Town Council approve Ordinance 3.01.109. On April 18, 2016, Town Council approved the first reading of Ordinance No. 3.01.109.

**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. 3.01.109 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 second reading."

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) Churches and church schools.~~

~~(3) Public and private schools and other accredited institutions of higher education.~~

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

~~(5) Public or private membership clubs.~~

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

(74) Public and quasi-public facilities.

(85) Greenhouses.

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

Antique shops

Artist supplies

Banks

Barbershops and beauty parlors

Bars and lounges

Book stores

**Bowling alleys**

Clothing stores

Convenience stores; sale of gasoline shall be prohibited

Crafts and hobby shops

Drug stores

Dry cleaning and dyeing

Dry goods and variety stores

Electrical and household appliances

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

Florists

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

Gift shops

Grocery stores

Hardware stores

Jewelry stores

Laundries—hand and coin-operated

Music shops

Newsstands

**~~Nursery schools and day care centers~~**

Office supplies

Package liquor stores

Paint stores

Pet shops

Photographic studios, equipment and supplies

~~Public or private membership clubs~~

~~Public or private parking lots~~

Public utility offices

Restaurants and other eating establishments

Shoe stores

Sporting good and athletic equipment

Stationery stores

~~Theaters—indoor~~

Toy and game stores

Travel agencies

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

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

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

(129) Accessory uses and buildings.

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

**13.04.120 C-Commercial District.**

\* \* \*

(c) Uses Permitted by right.

\* \* \*

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

~~Amusement and recreation facilities~~

Auto parts stores

Bakeries—wholesale and retail  
Car wash, automatic or coin-operated  
Contractor's offices only, no storage of equipment or trailers  
Drive-in eating and drinking establishments  
Indoor dog training and dog grooming  
Nurseries (plant), wholesale and retail  
Printing and publishing  
Radio and television offices and studios  
Shopping centers  
**Theaters, outdoor**  
Tire repair shops  
Upholstery shops

\* \* \*

(d) Uses permitted by special review.

- (1) All uses permitted by special review in the B—Business District.
- (2) Automobile service stations.
- (3) Auto and truck repairs.
- (4) Car sales, new and used.
- (5) Motor vehicles and motorized equipment: sales, leasing, rental servicing and repair as an accessory activity.
- (6) Veterinary clinics and hospitals.
- ~~(7) Commercial storage areas; screened by solid fence or wall at least six (6) feet in height.~~
- ~~(8) Caretaker residences.~~
- ~~(9) Raceways.~~
- ~~(10) Outdoor flea markets.~~

(119) Observation kennels and pet day care.

(1210) Outdoor dog training.

(1311) Outdoor commercial display shall meet all of the minimum requirements contained in Subparagraphs a. through j. below:

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

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

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

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

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

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

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

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

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

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

(1412) Nurseries (plant), wholesale and retail, which provide outdoor display areas that comprise more than three percent (3%) of the building footprint of the principal building, as shown on the approved site plan.

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

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

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

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

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

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

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

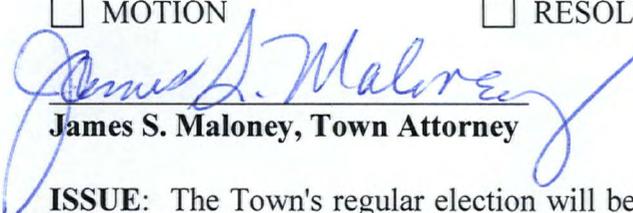


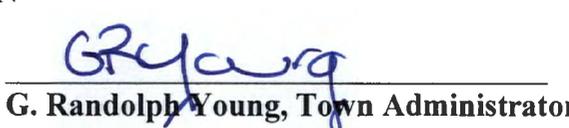
**REQUEST FOR TOWN COUNCIL ACTION**

**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**

- PUBLIC HEARING  
 CONTRACT  
 MOTION

- ORDINANCE FOR 1<sup>st</sup> READING (04/18/2016)  
 ORDINANCE FOR 2<sup>nd</sup> READING (05/02/2016)  
 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 second reading."

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](http://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**

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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**

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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 Laumeier, Elections  
 Coordinator/Contact Officer  
 Christopher Pratt, Assistant County  
 Attorney

Office Phone	Cell Phone	Email
(303) 660-7364	(303) 521-5177	<a href="mailto:mklotz@douglas.co.us">mklotz@douglas.co.us</a>
(303) 663-7643	(303) 548-0455	<a href="mailto:sdavis1@douglas.co.us">sdavis1@douglas.co.us</a>
(303) 663-7663	(303) 519-1797	<a href="mailto:emeyer@douglas.co.us">emeyer@douglas.co.us</a>
(303) 663-7695		<a href="mailto:glaumeve@douglas.co.us">glaumeve@douglas.co.us</a>
(303) 660-7338		<a href="mailto:cpratt@douglas.co.us">cpratt@douglas.co.us</a>

## 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
  
- 80<sup>th</sup> 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 **80<sup>th</sup> 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)
  
- 70<sup>th</sup> 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](mailto: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](mailto:Elections@douglas.co.us))
  
- 60<sup>th</sup> 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
- 60<sup>th</sup> 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
- 45<sup>th</sup> 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**
- 40<sup>th</sup> 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
- 30<sup>th</sup> 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
<b>TOTAL</b>	<b>Z</b>

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 General Election Cost Estimates

Jurisdiction Name	Current Registration Total (Active & Inactive)	% of combined Registration	TABOR to Registered Voters	TABOR % of Registration	#Registered Voters x \$0.80	AND \$3000 each additional column inch on ballot question/issue	OR \$500 minimum whichever is greater	Tabor Notice Cost x % registration or 250 minimum, whichever is greater	Public Notice Divided equally by participating jurisdictions	Staff Appointment Fees @ \$100/hr for LAT, Post E adult, Board of Canvass	Cost Adjustments (work credits & Board of Canvass credits)	Total Amount Due
City of Aurora	389	0.42%	389	0.30%	\$311.20	\$3,000.00	\$3,311.20	\$250.00	\$55.56	\$300.00	\$0.00	\$3,916.76
Town of Parker	32,569	34.77%	0	0.00%	\$26,055.20	\$0.00	\$26,055.20	\$0.00	\$55.56	\$0.00	\$0.00	\$26,110.76
Town of Castle Rock	39,370	42.03%	39,370	29.87%	\$31,496.00	\$6,000.00	\$37,496.00	\$2,240.16	\$55.56	\$0.00	\$0.00	\$39,791.71
City of Castle Pines	7,695	8.22%	0	0.00%	\$6,156.00	\$6,000.00	\$12,156.00	\$0.00	\$55.56	\$0.00	\$0.00	\$12,211.56
City of Littleton	81	0.09%	0	0.00%	\$64.80	\$3,000.00	\$3,064.80	\$0.00	\$55.56	\$0.00	\$0.00	\$3,120.36
City of Lone Tree	8,830	9.43%	0	0.00%	\$7,064.00	\$0.00	\$7,064.00	\$0.00	\$55.56	\$0.00	\$0.00	\$7,119.56
Larkspur Fire District	5,120	5.47%	5,120	3.88%	\$4,096.00	\$2,000.00	\$6,096.00	\$250.00	\$55.56	\$500.00	\$0.00	\$6,901.56
UTE Pass	198	0.21%	198	0.15%	\$158.40	\$1,000.00	\$1,158.40	\$250.00	\$55.56	\$0.00	\$0.00	\$1,463.96
Cherry Creek Basin Water Quality Authority	86,733	92.60%	86,733	65.80%	\$69,386.40	\$1,000.00	\$70,386.40	\$57,071.64	\$55.56	\$0.00	\$0.00	\$127,513.60
Cherry Creek Basin Water Quality Authority - PROPERTY OWNERS (ESTIMATE # ONLY)	51,433	54.91%	0	0.00%	\$41,146.40	\$0.00	\$41,146.40	\$0.00	\$0.00	\$0.00	\$0.00	\$41,146.40
<b>Total</b>	<b>93,665</b>	<b>100.00%</b>	<b>131,810</b>	<b>100.00%</b>	<b>\$185,934.40</b>	<b>\$22,000.00</b>	<b>\$207,934.40</b>	<b>\$60,061.80</b>	<b>\$500.00</b>	<b>\$800.00</b>	<b>\$0.00</b>	<b>\$99,172.25</b>

\*Note: State charge is capped at \$0.80/voter

State of Colorado - Active only

\* Per CRS \$0.80 per active registered voter

Total Reimbursement

Public Notice Charge	\$	500.00
Tabor Charges	\$	7,500.00
Total Cost shared among all entities		\$251,797.05
Total Estimated Cost of Election	\$478,241.76	100%
County Subsidized portion of Election Cost	\$226,444.71	

## 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)
	Last day to register as unaffiliated, in order to be placed in nomination (by petition) as an unaffiliated candidate.	1-4-802(1)(g)(II) 1-4-1304(2)(b)
	Last day to affiliate with the <b>Republican Party or Democratic Party</b> in order to vote in the <b>March 1st Party precinct caucuses</b> . (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 <b>March 1st party precinct caucuses</b> . (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)	<b>Republican Party and Democratic Party Precinct Caucus Day</b> (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 <b>Republican Party and Democratic Party county assemblies</b> . (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 <b>June 28th Primary Election</b> . 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)

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# 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
<b>May 2016</b>		
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)
<b>June 2016</b>		
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)	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)
8-June (Wednesday)	Last day to post polling place signs for the Primary Election. (At least 20 days before the election)	1-5-106(1)
	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)	1-5-205(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)	1-10-101(1)(a)
	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)	1-7.5-107.5
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)	1-5-205(1.3)
	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
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)	1-2-201(3)(b)(III)
	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)
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)	<b>Primary Election</b> (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)	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
	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)

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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)

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# 2016 Election Calendar

<b>September 2016</b>		
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
<b>October 2016</b>		
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

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# 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)(I)
	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)
<b>November 2016</b>		
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)(I)(B)
8-November (Tuesday)	<b>General Election</b> (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)(II) 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
<b>December 2016</b>		
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)
<b>Computation of Time Note</b>		
	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.

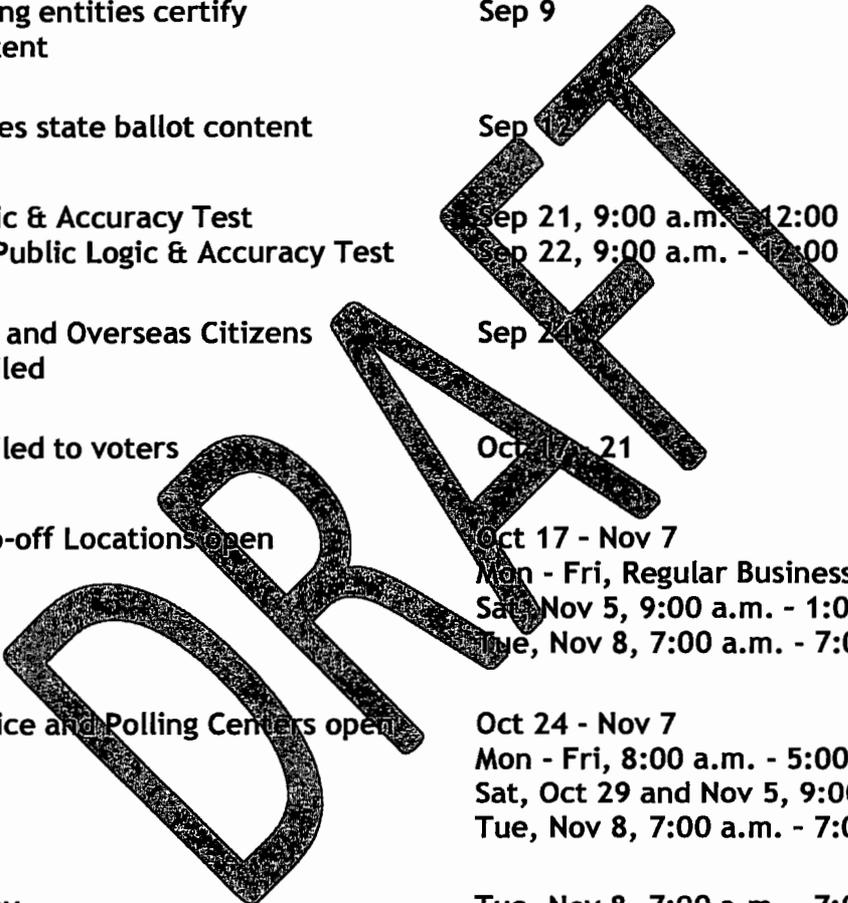
# 2016 Election Calendar

	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

<b>Event</b>	<b>Date</b>
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

**\*Per Voter in Jurisdiction** **\$ 0.80**

**PLUS**

**\*Additional Ballot Question/TABOR Language Text**

( > 4 Column inches in length)

**Coordinated odd year** **\$1,000**

**Gubernatorial even year** **\$2,000**

**Presidential even Year** **\$3,000**

**\*Minimum Charge** **\$ 500**

**TABOR Notice** **Minimum \$ 250**  
(Jurisdictions Voter registration %/ # of TABOR participants)

**Public Notice** **Varies**  
(Cost/# of coordinating entities)

**Cancelation of Jurisdiction Election** **Full Actual Costs**  
(All cost incurred before and after cancellation - IGA 3.01)

**Failure to Comply with Terms of IGA** **Full Actual Costs**

**Delays/rework of ballot** **All associated Costs**  
(Due to jurisdiction error - IGA 2.02U)

**Staff appointment on behalf of jurisdiction/hr.** **\$ 100**

## Douglas County Clerk and Recorder Contact Information

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





**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 to Legend High School**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING            | (04/18/2016) |
| <input type="checkbox"/> CONTRACT       | <input checked="" type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> 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 and Hilltop Road. The group is proposing improvements on the north and south access roads at Legend High School to improve the efficiency of traffic getting into and out of the Legend High School parking lots. This will result in a reduction of traffic being backed up onto Canterbury Parkway and Hilltop Road. 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 on the north access road, 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 north access road.

- 4) A widened access point on the east side of the southeast parking lot to improve the traffic flow and stacking of cars.
- 5) A new egress only access point on the south side of the southeast parking lot to improve the egress.
- 6) New pavement marking in and adjacent to the southeast parking lot to improve the traffic flow.

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.

Due to limited DCSD funding, 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 and Hilltop Road which are both Town roadways. 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 at Legend High School will be brought forward to Town Council at the May 16, 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 (5-pages)

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 9.255 on second reading."

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:

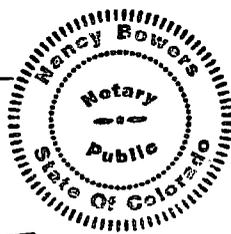
\_\_\_\_\_  
James S. Maloney, Town Attorney

**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 - North Access  
Traffic Flow Improvements**

Draft Date: April 18, 2016

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

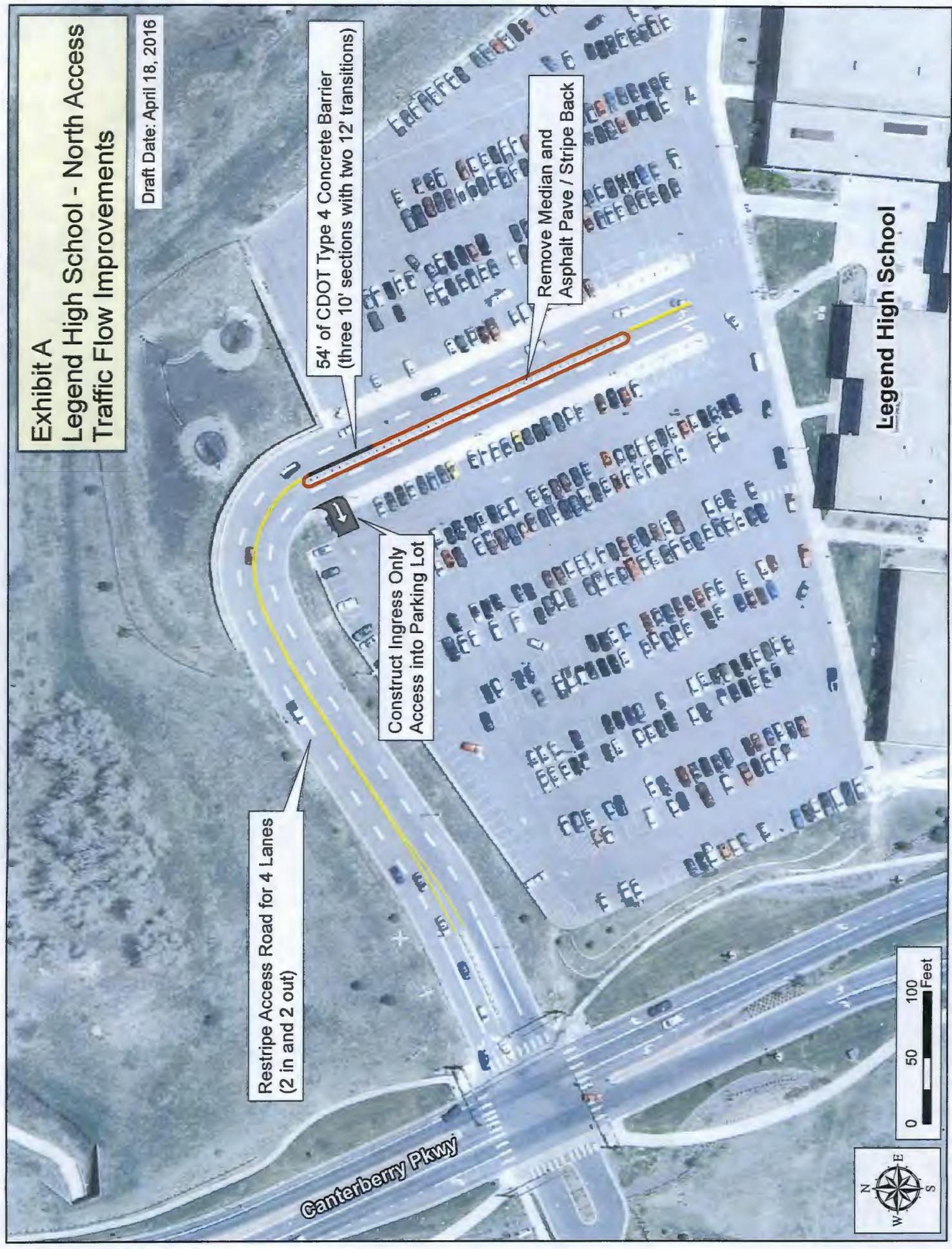
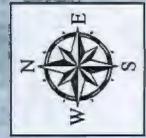
Construct Ingress Only  
Access into Parking Lot

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

Remove Median and  
Asphalt Pave / Stripe Back

Legend High School

Canterberry Pkwy



**Exhibit A  
Legend High School - South Access  
Traffic Flow Improvements**

Draft Date: April 18, 2016

**Legend High School**

Restripe Access Road  
for 2 In Lanes

Construct New Egress  
from Parking Lot

Queue for Return  
to Loop

Construct New Egress  
from Parking Lot

