

TOWN OF PARKER COUNCIL AGENDA
May 16, 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**

- **Nicole Steiner Prudential Spirit of Community Recognition Day**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

6. **CONSENT AGENDA**

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

A. *INTENTIONALLY LEFT BLANK*

B. *ORDINANCE NO. 1.480 – First Reading*

A Bill for an Ordinance to Approve the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC

Department: Economic Development, Weldy Feazell

Second Reading: June 6, 2016

C. *RESOLUTION NO. 16-038*

A Resolution to Determine that the Meadowlark Property Annexation Petition Substantially Complies with the Requirements of the annexation Act of 1965 and to Set a Public Hearing Date for July 5, 2016

Department: Community Development, Ryan McGee

D. CONTRACTS ABOVE \$100,000

- *2016 Townwide Pavement Markings – Crosswalk/Symbols Project (CIP16-009)*
Amount: \$137,086.50
Contractor: Colorado Barricade
Department: Engineering, Chris Hudson

- *2016 Townwide Resurfacing Program (CIP 16-003) Contract Modification*
Amount: \$97,834.70
Contractor: Asphalt Specialties
Department: Engineering, Chris Hudson

7. TOWN ADMINISTRATOR

- Reports

8. PUBLIC HEARINGS

A. PINE CURVE ZONING – TABLED

Applicant: Town of Parker
Location: Northeast corner of Mainstreet and Pine Drive
Department: Community Development, Bryce Matthews
Community Development, Mary Munkata

(1) ORDINANCE NO. 3.205.29

A Bill for an Ordinance Amending Ordinance No. 3.205, Series of 2002, by the Deletion of Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property from the GD-Greater Downtown District, Historic Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(2) ORDINANCE NO. 2.246

A Bill for an Ordinance Rezoning Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property, from GD-Greater Downtown District to Pine Curve Planned Development, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

B. NEWLIN CROSSING PROPERTY ANNEXATION AND ZONING

Applicant: Wes Segele, 98 W Parker LTD
Location: Northeast Corner, Mainstreet and Chambers Road
Department: Community Development, Patrick Mulready

(1) RESOLUTION NO. 16-039

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Newlin Crossing Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.245 (To be continued to June 20, 2016)

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

(3) ORDINANCE 3.322 (To be continued to June 20, 2016)

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Newlin Crossing Property to PD-Planned Development

(4) ANNEXATION AGREEMENT (To be continued to June 20, 2016)

C. HILLTOP CARWASH MINOR DEVELOPMENT LOT 2 - Use by Special Review

Applicant: Shawn Dore

Location: 19745 Parker Square Dr.

Department: Community Development, Carolyn Parkinson

9. ORDINANCE NO. 5.23.8 – Second 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

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

May 16, 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 annexation agreement for Newlin Crossing

“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 13.07.100 of the Parker Municipal Code

4. C.R.S. Section 29-20-108

5. Section 4.09.030 of the Parker Municipal Code

“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).”

6. Proposed agreement to construct a recreational facility on Town-owned property

“To hold a conference with the Town’s attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).”

7. Section 5.02.730 of the Parker Municipal Code

8. C.R.S. Section 31-25-105

Item No. 06A

THIS ITEM WAS INTENTIONALLY LEFT BLANK.

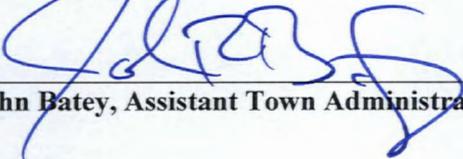


ITEM NO: 6B
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.480 – First Reading A bill for an Ordinance to Approve the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC

- PUBLIC HEARING ORDINANCE FOR 1ST READING 5/16/2016
- CONTRACT ORDINANCE FOR 2ND READING
- MOTION RESOLUTION



John Batey, Assistant Town Administrator



G. Randolph Young, Town Administrator

ISSUE:

Council previously had directed staff to identify a redevelopment partner for a redevelopment of the Mainstreet Center Gymnasium site. Staff identified a redevelopment partner through a Request for Qualifications (RFQ) process, ACG, LLC, dba Parker Tap House & Distillery. The Mainstreet Center Gymnasium site will be sold to ACG LCC, prior redevelopment of the site. An Ordinance from Town Council is required for the Purchase and Sale Agreement of the property. The Purchase and Sale Agreement is attached.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In February 2015, Economic Development staff was directed to release a RFQ for the redevelopment of the Mainstreet Center Gymnasium site. The RFQ resulted in one response from the Parker Tap House & Distillery. Subsequently, in June 2015, Economic Development staff was directed by Mayor and Council to proceed with negotiations for the sale of the land with the Parker Tap House & Distillery for redevelopment of the Mainstreet Center Gymnasium site.

Since June 2015, staff from Economic Development, Community Development, Engineering and Cultural departments have met with Parker Tap House & Distillery several times on the development of their Site Plan. As part of that process an appraisal was done on the proposed site and determined the land value to be \$18.10 per square foot. Additionally, staff had a land survey conducted on the property to verify the size and boundaries of the lot available for redevelopment. The survey determined the size of the lot to be 14,970 square feet. At this point

the Parker Tap House & Distillery is in the process of finalizing their drawings to submit a Site Plan in early May.

Additionally, Economic Development staff has met with Parker Tap House & Distillery regarding the Purchase and Sale Agreement for the site. From the meetings the following deal points have been developed with the assistance of the Town Attorney.

Proposed deal Points for Purchase and Sale Agreement include:

- Land Cost - \$270,957.00 (\$18.10 per square foot x 14,970 square feet)
- Escrow amount - \$25,000
- Closing will be contingent on:
 1. Approved site plan
 2. Approval and receipt of building permits
 3. Demolition of the gymnasium
 4. Future incentive agreements
 5. Financing/Lender approval for the project
- Deed Restrictions - Town's Repurchase Rights
 1. Town has the right to repurchase if the retail development is not open to the public in 12 months
 2. Once opened should the retail location close for a period longer than 6 months
 3. Repurchase price will be a fair market value
- Convents
 1. Repurchase rights will run with the land for a period of 30 years
 2. General maintenance provision to ensure the development is maintained in good condition.

RECOMMENDATION:

Staff recommends approval of Ordinance 1.480

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney and John Batey, Assistant Town Administrator

ATTACHMENTS:

Ordinance No. 1.480

RECOMMENDED MOTION:

I move to approve Ordinance No. 1.480 on first reading and schedule second reading for June 6, 2016, as part of the consent agenda.

ATTACHMENT 1

ORDINANCE NO. 1.480, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE PURCHASE AND SALE OF THE GYM PROPERTY BY AND BETWEEN THE TOWN OF PARKER AND ACG, LLC

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

Section 1. The Town Council of the Town of Parker hereby approves the Agreement for the Sale and Purchase of Land by and between the Town of Parker and ACG, LLC, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

AGREEMENT FOR SALE AND PURCHASE OF LAND

This Agreement for Sale and Purchase of Land (“Agreement”) is made and entered into effective as of _____, 2016 (the “Effective Date”), by and between the Town of Parker a Colorado municipal corporation (“Seller”) and ACG, LLC a Limited Liability Company (“Buyer”).

ARTICLE 1

AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 Agreement to Sell and Purchase. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller certain real property located in the Town of Parker in Douglas County, Colorado, and more particularly described on **Exhibit A** attached hereto and incorporated herewith, together with and including all of Seller’s right, title and interest, if any, in and to the following: easements, rights of way, appurtenances and all other rights of similar kind relating to or associated with the Property, but exclusive of the Existing Improvements (defined below) (collectively the “Property”). Seller shall convey any and all interest it has in the Property by bargain and sale deed (the “Deed”), free and clear of all liens, encumbrances and easements, except for the Deed Restrictions and the Permitted Exceptions (as defined herein).

1.2 Deed Restrictions. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a repurchase right in favor of Seller on the terms and conditions set forth on **Exhibit B** attached hereto and incorporated by this reference (the “Deed Restrictions”).

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price. The parties agree that the purchase price of the Property shall be EIGHTEEN AND 10/100 DOLLARS (\$18.10) per land square foot in the Property (the “Purchase Price”), delivered to Seller at Closing upon satisfaction of all conditions to Closing including without limitation delivery of the Deed at Closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. For purposes of calculating the Purchase Price, Buyer and Seller agree that the Property contains 14,970 land square feet. Therefore, the Purchase Price shall be TWO HUNDRED SEVENTY THOUSAND NINE HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$270,957.00). The Purchase Price is payable by Buyer as follows:

2.2 Deposit. On or before the Due Diligence Date (defined below), the parties shall open an escrow (the “Escrow”) with Heritage Title Company (the “Title Company”) and deposit this Agreement with the Title Company for use as escrow instructions. Buyer and Seller further agree to execute Title Company’s standard form of supplemental escrow instructions for transactions of the type contemplated in this Agreement, provided that no such provisions shall have the effect of modifying this Agreement unless it is so expressly stated and initialed by or on behalf of Buyer and Seller, and that for any conflict between the supplemental escrow instructions and this Agreement, the terms of this Agreement shall control. On or before the Due Diligence Date, Buyer shall deliver to the Title Company for deposit into the Escrow

immediately available funds in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Deposit"), and the Deposit shall be held by Title Company in one or more federally insured interest-bearing accounts. All references in this Agreement to the Deposit shall include all interest earned on funds in the Escrow. If Buyer completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement.

2.3 Cash at Closing. Buyer shall pay the remaining amount of TWO HUNDRED FORTY FIVE THOUSAND NINE HUNDRED FIFTY SEVEN AND 00/100 DOLLARS (\$245,957.00) (the "Remaining Amount") in cash or cash equivalent at Closing.

ARTICLE 3 AFFIRMATIVE COVENANTS OF SELLER

During the term of this Agreement, except as contemplated herein, Seller shall not modify the encumbrances or execute any agreement, lease, or instrument affecting the Property or title thereto and/or encumber, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion.

ARTICLE 4 EXISTING IMPROVEMENTS; CLOSING

4.1 Existing Improvements.

(a) Prior to the Due Diligence Date, Seller shall obtain bids for demolition and removal of the existing structures and improvements at the Property (collectively, the "Existing Improvements").

(b) As soon as reasonably possible after the Due Diligence Date, but in no event later than ten (10) days prior to the Closing Date, subject to extension for events outside of the reasonable control of Seller, including without limitation, weather (the "Outside Demolition Date"), Seller shall cause all of the Existing Improvements to be demolished and removed from the Property. Seller shall, at its sole cost and expense, secure all permits (if any) that are required for the performance of the demolition and removal of any portion of the Existing Improvements. Seller shall notify Buyer when the demolition and removal are complete, and Buyer shall then have the right to come onto the Property and confirm that such work has been satisfactorily performed.

(c) In the event either (i) the removal and demolition of the Existing Improvements is not completed on or before the Outside Demolition Date; or (ii) the condition of the Property after such removal and demolition is materially changed from the condition of the Property as of the Closing Date (other than the removal of the Existing Improvements); or (iii) there is a lien or claim pending on the Property not caused by Buyer, Buyer may terminate this Agreement and the Escrow by notifying Seller and Title Company in writing, and upon receipt of such Notice, Title Company shall take the actions set forth in Section 4.6.

(d) In the event the removal and demolition of the Existing Improvements is not completed prior to the scheduled Closing Date, either Buyer or Seller may extend the Closing Date for a period of up to sixty (60) days to allow for such demolition and removal to be completed. Either party may exercise this extension right by providing written notice to the other party of the extension prior to the scheduled Closing Date.

4.2 Closing. Provided all conditions to closing have been met, the funding of the transfer of the Property pursuant to the terms of this Agreement (the "Closing") shall occur at 10:00 o'clock a.m. at the offices of the Title Company on the date that is one (1) business day after the Financing Deadline (defined in Section 5.4, below), or sooner, if requested by Buyer and at a time and date agreeable to Seller (such date being referred to herein as the "Closing Date"). In the event that Closing does not occur on this date and the Closing Date is not extended by mutual written agreement of the parties hereto, then this Agreement shall automatically terminate and the Deposit shall be returned to Buyer unless Buyer is in default.

4.3 Obligations. At the Closing, the following shall occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) Seller shall deliver into Escrow the following documents at Closing:

(i) The Deed, executed and acknowledged as required by law, free and clear of all liens, encumbrances, reservations and easements, except for the Deed Restrictions and the Permitted Exceptions.

(ii) Evidence reasonably satisfactory to the Title Company that Seller has paid any outstanding invoices relating to the Property.

(b) Buyer shall deliver to Escrow the Remaining Amount.

(c) The Title Company shall be irrevocably committed to deliver to Buyer the Title Policy, the expense of which shall be paid by Seller.

(d) The parties shall further execute such other agreements and documents as reasonably may be required to establish the Escrow and carry out the transactions contemplated by this Agreement. Seller shall pay for the documentary transfer fee and recording fee for the Deed and recording fees for any documents required to be recorded in order to deliver title to Buyer in accordance with the terms of this Agreement. Buyer and Seller shall each pay one-half (½) of the Escrow fees and Title Company's customary charges for document drafting, recording and miscellaneous charges.

4.4 Adjustments. The following are to be apportioned as of the Closing Date (defined below):

(a) Because Seller is a tax exempt entity, all real property taxes due and payable with respect to the Property for the year of Closing shall be paid by Buyer and there shall be no proration with respect to the same.

(b) Seller shall pay all water, sewer and utility charges up to and including the Closing Date and Title Company shall escrow such amounts as may be reasonably necessary to ensure payment of such amounts that are not yet billed.

4.5 Closing Actions by Title Company. On the Closing Date, when all conditions to have been satisfied, including without limitation all deliveries required under Section 4.3 and all parties shall have authorized Title Company to proceed:

(a) Buyer, Seller and Title Company shall execute settlement statements showing all applicable prorations as of the Closing Date as well as such other agreements and documents as reasonably may be required to close the Escrow and carry out the transactions contemplated by this Agreement (such as updated title affidavits);

(b) Title Company shall deliver to Seller: (i) the Purchase Price, less prorations charged Seller hereunder; and (ii) one (1) original of every other document deposited by Buyer into Escrow;

(c) Title Company shall record the Deed in the Office of the Clerk and Recorder of Douglas County, Colorado;

(d) Title Company shall deliver to Buyer: (i) one (1) copy of the Deed conformed by the Douglas County Clerk & Recorder's office and showing the recording information for such document; and (ii) one (1) original of every other document deposited by Seller into Escrow;

(e) Title Company shall deliver to any third parties the amounts such third parties are entitled thereto as set forth on the executed settlement statement in accordance with separate instructions provided by such third party; and

(f) Title Company shall deliver to Buyer the original of Buyer's Title Policy.

4.6 Cancellation. If pursuant to the terms of the Agreement, either (a) Buyer has terminated the Agreement pursuant to its rights to do so hereunder, (b) the Agreement has been terminated pursuant to Section 5.4, or, (c) Title Company cannot confirm that that one or more of the conditions to Closing are satisfied as of the scheduled Closing Date, then Title Company shall take the following actions:

(a) Return the amount of funds deposited by Buyer to Buyer, less one-half of any amount charged by Title Company for maintaining the Escrow, together with any original documents that were delivered into Escrow by Buyer;

(b) Upon receipt from Seller of one-half of any amount charged by Title Company for maintaining the Escrow, return the original Deed to Seller, together with such other original documents that were delivered into Escrow by Seller; and

(c) Upon completion of the foregoing actions, cancel the Escrow.

4.7 Actions by Title Company as Escrow Agent. The parties acknowledge that Title Company is acting solely as a stakeholder at their request and for their convenience, and that Title Company shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in breach or willful disregard of this Agreement or involving gross negligence.

4.8 Possession. Buyer shall be entitled to possession of the Property upon the Closing Date.

ARTICLE 5 CONTINGENCIES

5.1 Title Insurance.

(a) Seller shall obtain and deliver within ten (10) days after the Effective Date, a current commitment (“Title Commitment”) from the Title Company, committing the Title Company to issue to Buyer its standard coverage owner’s title insurance policy insuring good and marketable title in fee simple to the Property in Buyer, in the amount of the Purchase Price, free of all liens, leases, encumbrances, and reservations, except for the Deed Restrictions and the Permitted Exceptions (“Title Policy”), the premium for which shall be paid by Seller. If requested by Buyer and approved by the Title Company, the standard printed exceptions shall be deleted at the expense of Buyer. The Title Commitment shall be accompanied by copies of all instruments and documents referred to therein as creating exceptions to title and any unrecorded leases or tenancies affecting the Property.

(b) Buyer shall have until the end of the sixtieth (60th) calendar day after the Effective Date hereof (“Due Diligence Date”) to review and approve or disapprove the title to the Property by reason of any items listed in the Title Commitment as exceptions to title and to notify Seller in writing (“Title Notice”) as to any such defects in title (“Title Defects”).

(c) From the date of the Title Notice until Closing, Seller may either cure the Title Defects or notify Buyer in writing which Title Defects, if any, (i) Seller is unable to cure at or before Closing and (ii) Seller elects not to cure at or before Closing.

(d) If Seller is unable to cure or elects not to cure any Title Defects at or before Closing, Buyer may, at its option, (i) terminate this Agreement, or (ii) waive such defects in writing.

(e) All Title Defects that are not objected to by Buyer pursuant to this Section 5.1 are called herein “Permitted Exceptions.”

5.2 Survey.

(a) Seller has furnished to Buyer the preliminary Minor Development Plat for Mainstreet Center 1st Amendment depicting the Property and other property owned by Seller. Buyer shall have the right, at Buyer’s sole cost and expense, to order an ALTA Survey depicting the Property and all easements, reservations, licenses and rights of way of record affecting the Property as shown in the Title Commitment, certified to Buyer and Seller (the “Survey”).

(b) Buyer shall have until the Due Diligence Date to notify Seller of any Title Defects based on the Survey, and shall notify Seller in writing (“Survey Notice”) as to any conditions identified by the Survey to be unsatisfactory to Buyer in Buyer’s sole discretion (“Survey Condition”). Any Survey Condition identified in the Survey Notice shall be deemed a Title Defect, and the provisions of Section 5.1 (c) and (d) shall apply.

(c) Seller shall notify Buyer of any conditions or events that materially change the Survey prior to Closing, and Buyer’s obligation to close hereunder shall remain subject to Buyer’s written approval or waiver of any such subsequent conditions or events.

5.3 Inspection of Property.

(a) From the Effective Date until the Due Diligence Date, Buyer and its agents, employees, contractors, proposed assigns and agents, employees and contractors of such proposed assigns (“Licensed Parties”) shall have the right, at Buyer’s sole cost, risk and expense, to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such surveys, tests and inspections as Buyer deems necessary in connection with this Agreement (“Inspection”). Any disturbance to the Property caused by the inspection shall be promptly remedied or repaired at the expense of Buyer. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such rules as Seller may reasonably impose to avoid interference with Seller’s ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms. The obligations of Buyer under this Section 5.3(a) shall survive the Closing or the termination of this Agreement.

(b) At any time on or prior to the Due Diligence Date, Buyer may elect in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. In the event Buyer elects termination, and upon Buyer’s notice thereof to the Title Company, Buyer shall have no obligation to make the Deposit, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement. If Buyer does not give Buyer’s notice of termination on or prior to the Due Diligence Date, then (i) the termination right provided in this paragraph shall be deemed waived, and (ii) Buyer’s rights to terminate this Agreement shall be limited to those remaining termination rights specifically set forth in this Agreement. Buyer shall have until the Due Diligence Date to review and approve or disapprove of the results of the Inspection and to notify Seller in writing (“Inspection Notice”) as to any conditions identified by the Inspection to be unsatisfactory to Buyer in Buyer’s sole discretion (“Inspection Condition”). Any Inspection Condition identified in the Inspection Notice shall be treated in the same manner as a Title Defect, and the provisions of Section 5.1 (c) and (d) shall apply. Buyer shall deliver to Seller any third-party reports prepared on behalf of Buyer in the course of due diligence within thirty (30) days after the termination of this Agreement without a Closing.

5.4 Financing Contingency. From and after the Effective Date until the date that is ninety (90) days thereafter (the “Financing Deadline”), Buyer shall diligently pursue financing acceptable to Buyer in Buyer’s sole discretion. In the event Buyer has not satisfied such

financing contingency prior to the Financing Deadline, Buyer shall have two (2) options to extend the Financing Deadline by a period of forty-five (45) days each to satisfy such contingency, and, upon the exercise of such option, the "Closing Date" hereunder shall be moved to the next business day after expiration of such 45-day period. Such extension options shall be exercised by Buyer, if at all, by delivery of written notice to Seller on or before the then scheduled Financing Deadline. If the financing contingency cannot be met by Buyer on or before the Financing Deadline, as the same may be extended by Buyer, Buyer shall have the right to terminate this Agreement by written notice to Seller on or before such date, whereupon this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6.

5.5 Required Approvals. The Closing of the Property is expressly contingent upon the following approvals on or before the Closing Date:

(a) Town Council Approval. The Town Council of the Town of Parker, Colorado (the "Town") authorizes by ordinance this Agreement.

(b) Financial Incentives Approval. The approval by the Town of a financial incentives agreement regarding the proposed development of the Property by Buyer.

(c) Site Plan Approval. The Town approves the site plan for the Property, as provided by the Town of Parker Land Development Ordinance (the "Site Plan").

(d) Building Permits. The Town is prepared to issue construction and building permits for development of the Property consistent with the approved Site Plan upon payment of all required amounts and fees.

If one or more of the foregoing conditions is not satisfied on or before the Closing Date (as the same may be extended under this Agreement), then this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6. In the event a legal challenge to Town approval of this Agreement or the Site Plan is successful or is still pending on the scheduled Closing Date, Buyer may extend the Closing Date for a period of sixty (60) days by written notice to Seller and the Title Company. If such notice is not received on or before the Closing Date, or if Buyer extends the Closing Date but a legal challenge is successful or still pending as of the extended Closing Date, this Agreement shall automatically terminate and be of no further force or effect, and Title Company shall take the actions set forth in Section 4.6.

ARTICLE 6 DEFAULT AND TERMINATION

6.1 Termination Due to Buyer's Default. In the event of Buyer's failure to close on the Closing Date hereunder when Buyer has a contractual obligation to do so, the damages to Seller would be extremely difficult and impractical to ascertain, and therefore, in the event of a default or breach by Buyer that is not cured within ten (10) days after written notice by Seller to Buyer notifying Buyer of such default, the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the property out of the

marketplace, and other costs incurred in connection with this agreement. Buyer and Seller agree that retention of the Deposit shall be the sole damages of Seller, and retention of the Deposit shall be the sole and exclusive remedy of Seller in the event of any default or breach by Buyer.

6.2 Termination due to Seller's Default. If Seller fails to comply with any of its obligations hereunder, or in the event of failure of any contingency or condition that is the responsibility of Seller, Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Buyer. Accordingly, in the event of a default or breach by Seller that is not cured within ten (10) days after written notice by Buyer to Seller notifying Seller of such default, Buyer, at Buyer's option, and as Buyer's sole and exclusive remedies on account thereof, shall be entitled to either:

(a) Terminate this Agreement, whereupon the Deposit shall be delivered to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or

(b) Seek specific performance of Seller's conveyance obligations hereunder.

6.3 Termination without Default. This Agreement may be terminated by Buyer for any reason on or prior to the Due Diligence Date, in which event Buyer shall have no obligation to make the Deposit, and if made, the Deposit shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement.

ARTICLE 7 RISK OF LOSS; AS-IS PROVISIONS

7.1 Risk of Loss. Seller shall promptly notify Buyer of any damage or casualty to the Property prior to the Closing Date or of any condemnation proceeding threatened or commenced prior to the Closing Date. In such event, the Closing Date shall be extended by the number of days necessary to give Buyer and Seller the opportunity to make the elections and give the notices provided for in this paragraph. As a result of any such damage, casualty or proceeding, the Buyer shall elect, in a writing delivered to Seller within twenty (20) days after Seller notifies Buyer of such casualty or condition, either to: (i) terminate this Agreement, in which event the all funds and documents deposited into Escrow by Buyer shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or (ii) continue the Agreement in effect, in which event there shall be no reduction in the Purchase Price and Buyer shall be entitled to any insurance proceeds, compensation, awards, or other payments or relief resulting from such casualty or condemnation. If Buyer elects to continue this Agreement in effect, then upon the Closing Date, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any insurance proceeds, compensation or awards that have been or that may thereafter be made for such damage, casualty or condemnation. If Buyer elects to continue this Agreement in effect prior to a final condemnation determination and award, Buyer shall have the option to extend the Closing Date until ten (10) days after such date as a final determination and award in condemnation shall have occurred. If

Buyer elects to continue this Agreement in effect, neither Buyer nor Seller shall have the right to settle or compromise any award for such damage, casualty or condemnation except by mutual agreement of the parties.

7.2 AS-IS; WHERE-IS. Other than Seller's obligation to demolish the Existing Improvements as provided in Section 4.1, the Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that Seller has not made any representation or warranty regarding any environmental condition affecting, relating to or with respect to the Property, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "Environmental Laws"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property.

7.3 Property Information. Buyer agrees that any information relating to the condition, future development, or economic performance of the Property ("Property Information") provided by Seller or Seller's employees, officials, consultants, agents, representatives or any other person is provided for illustrative purposes only, and is not warranted by Seller as to accuracy, completeness, reliability or in any other manner. Buyer hereby waives any claim or liability against Seller with respect to the contents of any and all Property Information. Seller is not and shall not be liable or bound in any manner by any oral or written statements, representations, "set-ups", memoranda or other information pertaining to the Property furnished by any Town employee, official, consultant, agent, representative or other person.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Captions. The captions in this Agreement are inserted only for the purpose of convenience and in no way define or prescribe the scope of this Agreement.

8.2 Inurement. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns, as the case may be.

8.3 Recordation. Buyer and Seller agree not to file this Agreement, or any part hereof, for record in the office of the Clerk and Recorder of Douglas County, Colorado, or in any

other public office or agency records. In the event this Agreement is so filed or recorded, this Agreement shall automatically terminate.

8.4 Assignability. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon Closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the Closing and shall continue to be binding upon the parties and their above-named successors.

8.5 Pronouns. The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

8.6 No Amendments. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

8.7 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

8.8 Notices. All notices herein required shall be in writing and shall be delivered at the addresses appearing below, or such other address as a party may designate in writing. The delivering of a notice by hand delivery, overnight courier, or facsimile shall be deemed given on the business day in which such notices are actually received. The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service. Notices shall be deemed to have been given five (5) business days after the date mailed.

If to Seller:

Town of Parker
Attn: James Maloney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Facsimile: (303) 840-9792

With a copy to:

Stacie L. Gollata
Gorrell Giles Gollata PC
1331 17th Street, Suite 1000
Denver, Colorado 80202
Telephone: (303) 996-7200
Facsimile: (303) 996-2680

If to Buyer:

Corey Guildner
ACG LLC
9539 East Higgins Court
Parker, Colorado 80134
Telephone: (303) 944-2435

8.9 Brokers' Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein.

8.10 Governing Law; Venue. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving regard to conflicts of laws principles. Should any legal action, suit, or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Douglas County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

8.11 Counterparts. This Agreement shall not be effective unless and until it is signed by Seller and a signed copy returned to Buyer. This Agreement may be executed in counterparts, each of which taken together shall be deemed one instrument. Facsimile signatures shall have the same force and effect as originals.

8.12 Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and this Agreement supersedes all prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties except as specifically expressed in writing, making reference to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

8.13 Neutral Interpretation. The provisions of this Agreement are the result of negotiation between Buyer and Seller and shall not be construed for or against either party based upon authorship.

8.14 Weekend and Holidays. In the event any deadline under the terms of this Agreement falls on a legal holiday or weekend, that deadline shall be extended to the first business day thereafter. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, any other day recognized as a holiday by the U.S. Government or the government of the State of Colorado, or any day upon which banks or similar financial institutions in the State of Colorado are generally closed.

8.15 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money and to deliver copies of all reports of the results of all tests, inspections and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal

sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

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

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado ("Seller") and
the ACG, LLC ("Buyer").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and
Purchase of Land the date and year first above written.

SELLER:

BUYER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

ACG, LLC, a Limited Liability Company

By: _____

By:  _____

Name: _____

Name: COREY GUILDNER _____

Title: _____

Title: President _____

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF
THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE
WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

Heritage Title Company

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PROPERTY DESCRIPTION

[IF PLAT IS RECORDED PRIOR TO SIGNING THIS AGREEMENT:]

LOT 2, MAINSTREET CENTER 1ST AMENDMENT RECORDED AT RECEPTION NO. _____ LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

[IF PLAT IS NOT RECORDED PRIOR TO THE SIGNING OF THIS AGREEMENT:]

AN APPROXIMATELY 14,970 SF PORTION OF LOT 1, MAINSTREET CENTER, RECORDED AT RECEPTION NO. 2015069348 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

TO BE KNOWN AS: LOT 2, MAINSTREET CENTER 1ST AMENDMENT, AS SHOWN ON THE DRAFT PLAT THEREOF ATTACHED HERETO AS EXHIBIT A-1.]

EXHIBIT B

DEED RESTRICTIONS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is conveyed to Buyer, its successors and assigns, for so long as it is used for the following specific uses permitted by right in the Standards and Guidelines for properties in the Greater Downtown District-Historic Center Design District for the Town of Parker, Colorado: retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or microbrewery (the “**Retail Development**”). The development of the Property for the Retail Development is a material inducement for Seller entering into this Agreement and closing on the sale of the Property to Buyer. Accordingly, in the event the Closing occurs and either (i) the Retail Development is not open to the public on or before the date that is twelve (12) months after the date hereof, as such date is extended as provided herein; or (ii) the Retail Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Seller shall have the option (the “**Repurchase Option**”) to compel the owner(s) of the Property to sell the Property to Seller at a purchase price equal to the Fair Market Value of the Property, as defined below. If Seller provides written notice to the owner of the Property stating that Seller is exercising Seller’s Repurchase Option, Seller and the owner(s) of the Property shall have a binding contract for the sale by the owner to Seller, and the purchase by Seller from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Exhibit B-1** (the “**Purchase and Sale Terms**”). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Retail Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; and (b) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

Fair Market Value Determination. For a period not to exceed ten (10) days following delivery of notification from Seller stating that Seller is exercising Seller’s Repurchase Option, Seller and the owner of the Property shall attempt in good faith to determine the Fair Market Value of the Property (the “**Negotiation Period**”). If the parties are unable to agree upon the Fair Market Value during the Negotiation Period, then within ten (10) days following the expiration of the Negotiation Period, each party shall each select a Qualified MAI Appraiser (defined below). On or before the thirtieth (30th) day after the selection of the last of the two appraisers, the two appraisers shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Value. If the values determined by such appraisers are within ten percent (10%) of one another, using the lower value as the base amount, then the fair market value shall be the average of the two (2) appraisals. If the difference between the two (2)

appraisals is more than ten percent (10%) of one another, using the lower value as the base amount, then the two (2) appraisers shall, within ten (10) days after receipt of the second appraisal, choose a third (3rd) Qualified MAI Appraiser, who shall appraise the Fair Market Value of the Property within thirty (30) days of being appointed. The Fair Market Value shall conclusively be deemed to be the average of the two (2) appraised values out of the three (3) that are closest to one another in amount. Each party shall pay the costs associated with the appraiser selected by such party, and the parties shall share equally the costs associated with a third appraiser, if necessary. For purposes of this Section, the term "Qualified MAI Appraiser" shall mean a Colorado licensed MAI (or, if such organization does not exist in the future, the organization recognized by the professional real estate appraisal industry in Colorado as being its closest successor or equivalent) appraiser in good standing in the state of Colorado, with experience in commercial real estate activities, including at least ten (10) years' experience as a commercial property appraiser, including experience appraising retail developments. The appraisers shall be instructed that "Fair Market Value" for this purpose shall mean the gross purchase price for the Property that a willing unrelated buyer would pay to a seller under no compulsion to sell, in an arms-length transaction, given the current state of construction, infrastructure, tenancy, market conditions, and these restrictions.

Maintenance Covenant. Buyer, its successors and assigns, shall maintain and repair, at its sole cost and expense, all landscape and improvements on the Property in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town of Parker's maintenance and repair of similar improvements in the Historic Center of the Greater Downtown Zoning District. Maintenance shall include but is not limited to: removal and replacement of dead trees and other landscaping; façade cleaning, repair and maintenance; sidewalk repair, lawn maintenance and irrigation repair; and repair and maintenance of proper and adequate lighting.. If Buyer fails to maintain and repair, or to commence and thereafter diligently pursue completion of the maintenance and repair of, any such items within ten (10) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Buyer the reasonable costs of such acts.

Covenants Running With the Land. The foregoing Repurchase Option and Maintenance Covenant shall be recorded against the Property at Closing as a burden on the Property running with the land for a period of thirty (30) years after the date of the Deed in the form of a restriction on the Deed or other mutually acceptable agreement.

EXHIBIT B-1

PURCHASE AND SALE TERMS

Any repurchase of the Property as set forth herein shall be on the following additional terms and conditions (with "Buyer" in this Exhibit B-1 meaning and referring to the Town and "Seller" in this Exhibit B-1 meaning and referring to the owner(s) of the Property at the time of purchase):

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.
2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.
3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title, and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.
4. As a condition to Buyer's obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer's title to the Property in the condition required below.
5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor's acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.
6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.



ITEM NO: 6C
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-038 - A Resolution to Determine that the Meadowlark Property Annexation Petition Substantially Complies with the Requirements of the Colorado Municipal Annexation Act of 1965 and to Set a Public Hearing Date for July 5, 2016

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1ST READING
- ORDINANCE FOR 2ND READING
- RESOLUTION

John Fussa

John Fussa, Community Development Director

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The applicant, Meritage Homes, is proposing to annex an unincorporated Douglas County parcel into the Town of Parker. The 91 acre parcel known as the Meadowlark property is located on the northeast corner of Crowfoot Valley Road and Richlawn Parkway. It is currently undeveloped. The Colorado Municipal Annexation Act requires that Town Council set a public hearing date 30 to 60 days from the date of resolution approval. The purpose of this resolution is to determine that the Meadowlark property annexation petition complies with the Annexation Act and set a public hearing date of July 5, 2016.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Colorado Municipal Annexation Act requires that one-sixth of the total perimeter of the Meadowlark property be contiguous with Parker’s incorporated boundary. The total perimeter of the Meadowlark property is 9,607.72 feet. Therefore 1,601.29 feet of contiguity with Parker’s incorporated boundary is required. Parker’s incorporated boundary along Crowfoot Valley Road measures 1,960.28 feet exceeding the minimum contiguity requirement for annexation.

The Parker 2035 Master Plan identifies the Meadowlark property within the Medium Density Residential Character Area. The Medium Density Residential Character Area allows a max. gross density of 3.5 dwelling units per acre.

Approval of this resolution will set a public hearing date of July 5, 2016 and commence the state regulated public notice procedures. The procedures include publishing a public notice in the newspaper for four successive weeks and mailing public notices by registered mail to the special districts 25 days prior to the public hearing.

On June 20, 2016 the ordinance for annexation will be on the Town Council consent agenda for first reading.

RECOMMENDATION:

Staff recommends that Town Council approve Resolution No. 16-038 as part of the consent agenda.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 16-038

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-038, as a part of the consent agenda."

Meadowlark Annexation Vicinity Map



Proposed Meadowlark
Annexation

- Urban Growth Area
- Town Boundary



RESOLUTION NO. 16-038, Series of 2016**TITLE: A RESOLUTION TO DETERMINE THAT THE MEADOWLARK PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR JULY 5, 2016**

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Meadowlark property, which is described in **Exhibit A** and incorporated by this reference (the "Property");

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that petition for the annexation of the Property, which is attached hereto as **Exhibit B** and incorporated by this reference (the "Petition"), is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance of the Petition with C.R.S. § 31-12-107(1), for the proposed annexation of the Property to and by the Town of Parker, Colorado.

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

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

Section 2. A public hearing on said annexation will be conducted on July 5, 2016, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

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

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit A**LEGAL DESCRIPTION:**

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 3, AND IN THE EAST 1/2 OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, DOUGLAS COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 3 AND CONSIDERING THE NORTH LINE OF SAID NORTHWEST 1/4 TO BEAR 89 DEGREES 52 MINUTES 31 SECONDS EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 89 DEGREES 52 MINUTES 31 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 1740.60 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 29 SECONDS EAST A DISTANCE OF 34.37 FEET; THENCE SOUTH 23 DEGREES 12 MINUTES 25 SECONDS WEST A DISTANCE OF 1054.94 FEET;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 550.78 FEET TO THE SOUTHEAST CORNER OF THE TAP PROPERTIES PARCEL (BOOK 982 AT PAGE 524) AND TO THE

TRUE POINT OF BEGINNING;

THENCE SOUTH 31 DEGREES 26 MINUTES 50 SECONDS EAST A DISTANCE OF 259.41 FEET;

THENCE SOUTH 24 DEGREES 40 MINUTES 14 SECONDS EAST A DISTANCE OF 846.84 FEET;

THENCE SOUTH 07 DEGREES 07 MINUTES 00 SECONDS EAST A DISTANCE OF 134.18 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4;

THENCE SOUTH 89 DEGREES 51 MINUTES 10 SECONDS WEST ALONG SAID SOUTH LINE A DISTANCE OF 2118.05 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4 A DISTANCE OF 619.79 FEET TO

THE NORTHEAST CORNER OF RICHLAWN HILLS ACCORDING TO THE PLAT FILED ON JANUARY 12, 1971 PER RECEPTION NO. 140291;

THENCE ALONG THE NORTHERN BOUNDARY OF RICHLAWN HILLS FOR THE NEXT 12 COURSES:

1. THENCE SOUTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 710.00 FEET;

2. THENCE SOUTH 00 DEGREES 04 MINUTES 26 SECONDS EAST A DISTANCE OF 491.54 FEET;

3. THENCE SOUTHWESTERLY ALONG THE ARC OF OF CURVE TO THE RIGHT A DISTANCE OF 238.13 FEET, SAID CURVE HAS A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 29 DEGREES 01 MINUTES 48 SECONDS TO A POINT OF TANGENT;

4. THENCE SOUTH 75 DEGREES 12 MINUTES 17 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 107.39 FEET TO A POINT OF CURVE;

5. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 263.65 FEET, SAID CURVE HAS A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 58 MINUTES 50 SECONDS TO A POINT OF TANGENT;

6. THENCE NORTH 48 DEGREES 50 MINUTES 53 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 52.07 FEET TO A POINT OF CURVE;

7. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 127.30 FEET, SAID CURVE HAS A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 30 DEGREES 23 MINUTES 23 SECONDS TO A POINT OF TANGENT;

8. THENCE NORTH 79 DEGREES 14 MINUTES 16 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 509.97 FEET TO A POINT OF CURVE;

9. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 59.84 FEET, SAID CURVE HAS A RADIUS OF 290.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 49 MINUTES 21 SECONDS TO A POINT OF TANGENT;

10. THENCE SOUTH 88 DEGREES 56 MINUTES 23 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 151.71 FEET TO A POINT OF CURVE;

11. THENCE WESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 273.32 FEET, SAID CURVE HAS A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES 02 MINUTES 35 SECONDS TO A POINT OF TANGENT;

12. THENCE NORTH 57 DEGREES 01 MINUTES 62 SECONDS WEST ALONG SAID TANGENT A DISTANCE OF 76.93 FEET TO THE EAST RIGHT OF WAY LINE OF THE COUNTY ROAD;

THENCE NORTH 32 DEGREES 58 MINUTES 58 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1116.38 FEET;

THENCE NORTH 25 DEGREES 06 MINUTES 42 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 780.91 FEET TO A POINT OF CURVE;

THENCE NORTHEASTERLY ALONG SAID EAST RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 56.88 FEET, SAID CURVE HAS A RADIUS OF 925.25 FEET AND A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 21 SECONDS TO THE MOST WESTERLY CORNER OF THE WILSON PARCEL (BOOK 819 AT PAGE 717);

THENCE SOUTH 50 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 504.57 FEET TO THE MOST SOUTHERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 39 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 345.29 FEET TO THE MOST EASTERLY CORNER OF SAID WILSON PARCEL;

THENCE NORTH 50 DEGREES 36 MINUTES 41 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID WILSON PARCEL A DISTANCE OF 87.46 FEET TO THE MOST SOUTHERLY CORNER OF THE COYLE PARCEL (BOOK 638 AT PAGE 869);

THENCE NORTH 73 DEGREES 12 MINUTES 48 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 913.61 FEET;

THENCE NORTH 83 DEGREES 28 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF THE COYLE PARCEL A DISTANCE OF 460.79 FEET TO THE SOUTHEAST CORNER OF THE COYLE PARCEL, BEING THE SOUTHWEST CORNER OF THE TAP PROPERTIES PARCEL;

THENCE NORTH 89 DEGREES 28 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF THE TAP PROPERTIES PARCEL A DISTANCE OF 1226.29 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM THOSE PORTIONS CONVEYED IN DEED RECORDED OCTOBER 20, 1999 IN BOOK 1768 AT PAGE 1098.

AND EXCEPTING THEREFROM THAT PORTION TAKEN IN RULE AND ORDER RECORDED SEPTEMBER 26, 2003 AT RECEPTION NO. 2003143247.

COUNTY OF DOUGLAS, STATE OF COLORADO.

SAID PARCEL CONTAINS 3,958,306 SQUARE FEET, OR 90.87 ACRES, MORE OR LESS, AFTER SUBTRACTION OF THE EXCEPTIONS.

EXHIBIT B

Petition for Annexation

**TO: THE TOWN COUNCIL OF THE
TOWN OF PARKER, COLORADO**
20120 East Mainstreet
Parker, CO 80138

RE: PROPERTY KNOWN AS:

MEADOW LARK

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

(See Exhibit A attached hereto and incorporated herein by this reference.)

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
 - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
 - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
 - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
 - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
 - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
 - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
 - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
 - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

Petition for Annexation

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
 - a. A written legal description of the boundaries of the area proposed to be annexed.
 - b. A map showing the boundary of the area proposed to be annexed.
 - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
 - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That RICHARD CROSS, MERITAGE HOMES OF COLORADO, INC was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.


Circulator

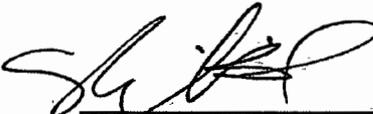
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.

The foregoing Affidavit of Circulator was subscribed, sworn to, and acknowledged before me this 31ST day of December, 2015, by RICHARD CROSS.

My commission expires: 12/10/2017

(SEAL)

MICHAEL BIRD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014027300
MY COMMISSION EXPIRES DECEMBER 10, 2017


Notary Public

Petition for Annexation

PETITION: MEADOWLARK
 (Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation]

Signature of Landowner	Date of Signature	Mailing Address of Landowner	Legal Description of Land Owned
------------------------	-------------------	------------------------------	---------------------------------

<u>Charles J. [Signature]</u> Manager CCPWA	<u>1/28/16</u>	<u>Cherry Creek Project Water Authority</u> <u>c/o Mulhern MBE</u> <u>2 Inverness Dr. E</u> <u># 200</u> <u>Englewood, CO 80122</u>	[Legal Description attached]
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



ITEM NO: 6D(1)
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Pavement Markings – Crosswalk/Symbols Project (CIP 16-009)

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with Colorado Barricade for the 2016 Townwide Pavement Markings – Crosswalk Symbols Project (CIP 16-009)

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

The Town publically opened competitive bids on April 28, 2016 for the 2016 Townwide Pavement Markings – Crosswalk/Symbols Project (CIP 16-009). This project will complete replacement and new crosswalk and symbols pavement markings at various locations throughout the Town of Parker. The Town's crosswalk and symbols pavement markings inventory includes but not limited to several different configurations of lane use arrows, bike lane symbols and several different types of crosswalk materials. These pavement markings take annual maintenance to maintain their quality and retro-reflectivity due to tire damage plus environmental damage (sun and weather). The Town anticipates that approximately over 11,000 square feet of crosswalks, 30 lane use arrows plus associated miscellaneous symbols will be needed in 2016 for this preventative maintenance. The Town typically utilizes thermoplastic pavement marking material versus paint due to the increased durability.

The Town received bids from three (3) contractors with Colorado Barricade being the lowest responsible bidder. Colorado Barricade has completed several annual crosswalk/symbols pavement marking contracts for the Town of Parker with good results including the past two (2)

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

- | | |
|-----------------------|--------------|
| 1) Colorado Barricade | \$137,086.50 |
| 2) Roadsafe | \$150,078.00 |
| 3) Kolbe Striping | \$173,917.50 |
| Engineer's Estimate | \$152,000.00 |

RECOMMENDATION:

Award the contract with Colorado Barricade Co. for the 2016 Townwide Pavement Markings – Crosswalk/Symbols Project (CIP 16-009) in the amount of \$137,086.50.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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



PARKER
COLORADO

ITEM NO: 6D(2)
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Resurfacing Program (CIP 16-003) Contract Modification

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Award of a contract modification with Asphalt Specialties Co. for the 2016 Townwide Resurfacing Program (CIP 16-003).

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this contract modification is being split between the Town of Parker and the Douglas County School District per an intergovernmental agreement that was approved on May 2, 2016. Town funding for this contract modification will come from the Roadway Safety Enhancements line item in the Highway and Streets Capital Projects fund (301-4310).

BACKGROUND:

The Town Council awarded the 2016 Townwide Resurfacing Program (CIP 16-003) contract on January 4, 2016 to Asphalt Specialties Company. This competitively bid contract consists of completing rotomilling and asphalt pavement overlays on several Town of Parker streets including Omaha Avenue near Pioneer Elementary School. Due to the impacts of working near this school, the contract has working restrictions to limit the impacts at Pioneer Elementary School.

On May 2, 2016, Town Council approved an intergovernmental agreement (IGA) with the Douglas County School District (DCSD) regarding circulation improvements at Legend High School. This IGA was the result of several months of discussion with DCSD staff regarding circulation improvements to the north and south access points to the school. As the working restrictions at Legend High School were similar to Pioneer Elementary School (which is a feeder school to Legend High School), it was determined it would be best to negotiate the IGA work with Asphalt Specialties Company (ASCI). The pricing was determined utilizing existing unit

prices from the ASCI contract and negotiating a few remaining items like traffic control. The total for this additional work is \$97,834.65 which will be split 50/50 per the DCSD IGA. This will result in a total cost to the Town of Parker of \$48,917.33. As the original contract is with the Town of Parker, the entire contract modification amount of \$97,834.65 needs to be added to the contract via a contract modification. ASCI has requested a time extension to their contract of two (2) weeks to complete this additional work which will result in the work being completed by the end of July. Town staff recommends moving forward with the award of this contract modification.

RECOMMENDATION:

Award the contract modification with Asphalt Specialties Company for the 2016 Townwide Resurfacing Program (CIP 16-003) in the amount of \$97,834.65 for a revised contract amount of \$603,761.35.

PREPARED/REVIEWED BY:

Chris Hudson, CIP & Construction Manager

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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



TOWN ADMINISTRATOR'S REPORT

May 2016



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353

Fax: 303.805.3153

townadministrator@parkeronline.org



COMMUNICATIONS

Project Updates

Individual Projects

- The Town’s new Visitor’s Campaign and associated media plan, as well as an overview of the public relations plan that is underway, was presented to Town Council at the May 9 study session and received an overall positive response.
- Staff has been working to update the look and feel of the Mayor’s Holiday Lighting and presented the new event concept at the May 9 Council Study Session.
- April was a busy month for social media! Staff responded to a variety of issues on Facebook, including upcoming development projects, snow removal, event and activity postponements and more.
- The Parks and Recreation marketing staff utilized a Facebook boost post for the Arbor Day 5 Mile Run/Walk. The post reached 6,803 people and earned 54 post likes, six comments and six post shares. Forty-two people followed the link to the Parks and Recreation website. The Facebook page received eight new likes and 13 race registrations as a result. Due to weather, the race was postponed to Saturday, May 7.
- Our social media is verified! Both the Town’s Facebook and Twitter accounts recently attained verified status, recognizing them as the official profiles for the Town of Parker. The new status has already started paying off, as our Twitter account doubled its month-over-month total for new followers from April to May!

Town Launches Instagram Presence

The Town of Parker has an official Instagram profile (@TownofParkerCO)! In addition to supplementing the many other methods of communication that the Town currently uses, the account will primarily be used to showcase Parker’s unique visual beauty. Communications staffers will populate the account with striking images from the department’s professional photography library, as well as photos gathered while out and about in the community. Interesting images gathered by other Town employees, residents and followers of the account will also be shared utilizing the hashtags #ParkerCO and #ParkerColorado. Make sure to follow us today!



Town Website Statistics

56,31
April Page Views

53,826
Total Visits

Top Pages

- Employment: 5,756 hits
- TRAKiT: 3,282 hits
- Current Development: 1,307 hits
- Departments: 1,130 hits
- File & Pay Tax Return: 971 hits

Parks & Recreation Website Statistics

145,408
April Page Views

29,031
Total Visits

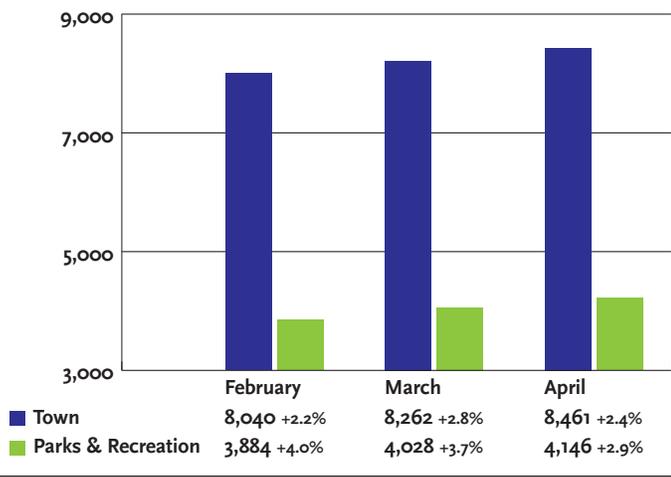
Top Pages

- Recreation Center: 12,827 hits
- Sports: 11,764 hits
- Aquatics: 5,633 hits
- Parker Fieldhouse: 5,516 hits
- Group Fitness Classes: 5,469 hits

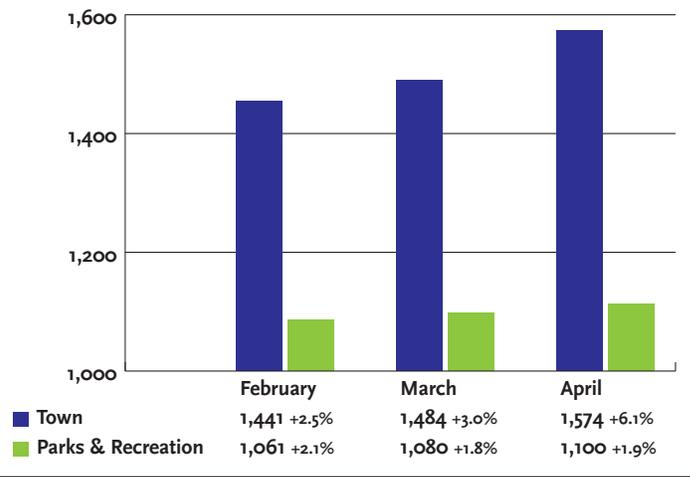
COMMUNICATIONS - CONT'D

Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison



Town of Parker, Colorado
Published by Andy Anderson (P) Yesterday at 9:45am

One of the signs that spring is officially here: The Parker Farmer's Market returns to Mainstreet this Sunday! Make your way downtown between 8 a.m. and 1 p.m. for one of the best local markets in the entire Denver Metro area (recently voted the #1 farmer's market by the Denver A-List)! There's a fantastic collection of vendors offering everything from local produce and meats to crafts and any other kind of item you can think of. Enjoy a fantastic Sunday morning in Parker!

20 people shared

Town of Parker, Colorado added 7 new photos to the album: Fan Photo of the Week Contest - April 27, 2016
Published by Andy Anderson (P) April 27 at 12:55pm

Our followers really shared some great images with us to compete for our next Fan Photo of the Week! Help us choose the top one by liking your favorite before noon on Friday. And remember to share your own pics with us! Just post an image to our page and we'll share it each Wednesday!

7,008 people reached

Town of Parker, Colorado
Published by Andy Anderson (P) April 26 at 4:23pm

The Town of Parker's 2016 Roadway Reconstruction Project is officially underway with panel replacement on small sections of both Mainstreet (eastbound and westbound lanes) and Jordan Road (southbound lanes). The most intensive portion of the project, complete reconstruction of the eastbound lanes of Mainstreet from Jordan Road to Molsenbucker Road will not begin until after area schools break for summer in June. Like last summer's project on the westbound lanes, this will mean two-lane traffic for a section of Mainstreet for about two months.

3,250 people reached

Town of Parker, Colorado
Published by Elise Remberts Pennington (P) April 16 at 7:55pm

Parker's snow removal crews have been working diligently throughout the day and major and secondary roads are in good condition. Due to the very wet snow, many streets are experiencing water run-off and slush, so please continue to be careful if you're out on the roads. Wet snow and winds from the north have caused many north-facing traffic lights to be difficult to see. Parker's traffic staff has been cleaning the signal heads this afternoon and evening, but please use caution when traveling through signalized intersections. Even if you can clearly see the traffic signal, motorists approaching from the north may not. We appreciate everyone's patience and attention to safety during this storm!

152 people liked

Parker Parks and Recreation
Published by Jaime Stevens Volzaman (P) May 3 at 2:59pm

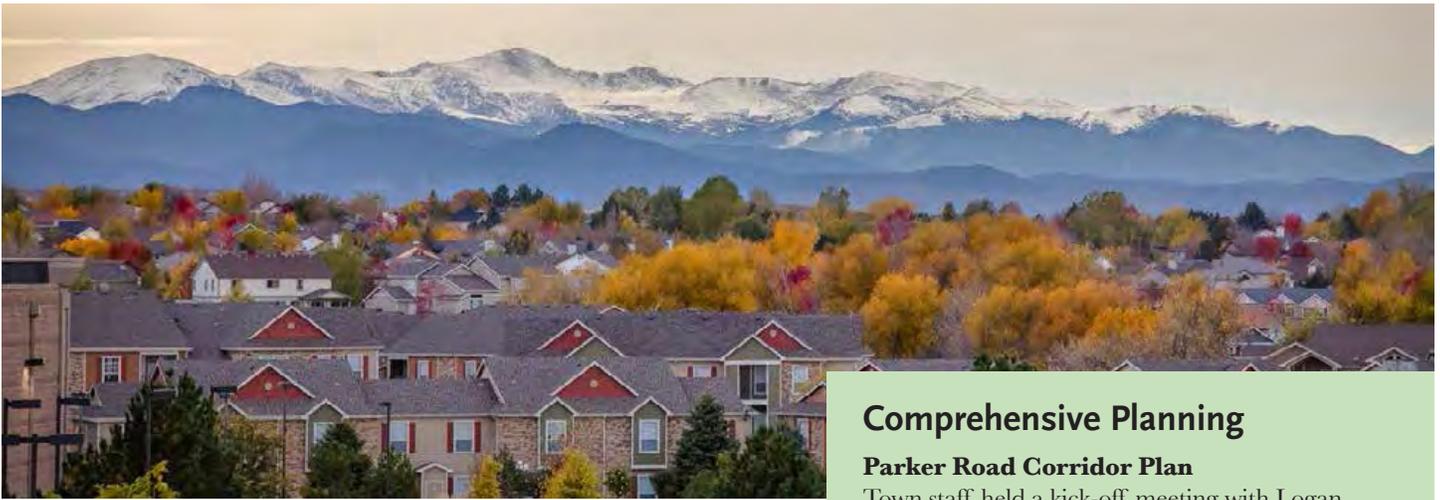
Let's try this again! Weather forced us to reschedule last weekend's event but we're ready for an even more tree-rific event this Saturday! Grab your family and friends for the Arbor Day 5 Mile Run/Walk & Family Fun Trek with Sports Authority, held in conjunction with the family-friendly Arbor Day Celebration, on May 7 at Salisbury Park in Parker. All registrants receive a finisher's medal, giveaways and delicious post-race breakfast burritos. For more info or to register, visit www.ParkerRec.com/ArborDay5Mile. Save \$5 by pre-registering before Wed. at noon! Walk-up registration will be available.

7,082 people reached

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

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

1,714 impressions



COMMUNITY DEVELOPMENT

Major Administrative Approvals - April 2016

Brakes Plus	12332 S. Parker Road
Proposal: Site Plan request for a 4,730-square-foot Brakes Plus retail store located at the southeast corner of Hess Road and Parker Road.	
TRAKiT ID: SP15-0083	Approval Date: April 4
Performing Arts Charter School	Compark Village PD
Proposal: Site Plan request for a proposed 52,114-square-foot Performing Arts Charter School located on a 7.1-acre parcel off Compark Boulevard in the Compark Village PD.	
TRAKiT ID: SP16-005	Approval Date: April 15

Building Division Statistics - April 2016

Single-Family Permits: 9 (55 total in 2016)

\$2,793,259 valuation (\$20,273,511 total in 2016)

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

\$0 valuation (\$0 total in 2016)

Commercial Permits (New): 3 (18 total in 2016)

\$10,634,484 valuation (\$20,166,741 total in 2016)

Commercial Permits (Remodel): 53 (219 total in 2016)

\$1,019,727 valuation (\$6,518,484 total in 2016)

Other Permits: 189 (596 total in 2016)

\$842,452 valuation (\$2,913,500 total in 2016)

Total Permits: 254 (888 total in 2016)

\$15,289,922 valuation (\$49,872,235 total in 2016)

Inspections: 2,268 (13,889 total in 2016)

2016 Total Valuation: \$49,872,235

Comprehensive Planning

Parker Road Corridor Plan

Town staff held a kick-off meeting with Logan Simpson as the consultant for the Parker Road Corridor Plan in April. Initial outreach on the project will begin this summer through events, new website tools, email and more. The Town looks forward to working with the consultant team, CDOT, the public and businesses to establish a long-term corridor vision for the central areas of the Town that are served by Parker Road.

Parker Park-n-Ride Transit Oriented Development Plan

Kevin Carder is working on his master's degree in Urban and Regional Planning (MURP) at the University of Colorado Denver (UCD). As a part of the MURP program, all students are required to complete a Capstone Project. The Mainstreet Master Plan recommends future redevelopment of the Parker Park-n-Ride area as a transit oriented development to take advantage of existing and future transit service to the area. Mr. Carder has completed his Parker Park-n-Ride Transit Oriented Development Plan Capstone Project and will be presenting it to the Town planning staff in May in a staff meeting and to his professors in a public open house at UCD on May 12. The Town will have a copy of the project on file to reference for future planning and development efforts.

Parker Call-n-Ride

The Parker Call-n-Ride Transit Advisory Committee (TAC), the Town and Douglas County continue to be committed to the ongoing health of the Parker Call-n-Ride. However, after stronger ridership last year, ridership has decreased from an average of 3.2 riders per hour for 2015 to an average of 2.8 riders per hour in the first quarter of 2016. RTD, with the support of the TAC, is reaching out to schools for summer programs, scheduling stops at O'Brien Park and exploring other customized service ideas in an attempt to increase and maintain ridership through the summer.

COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

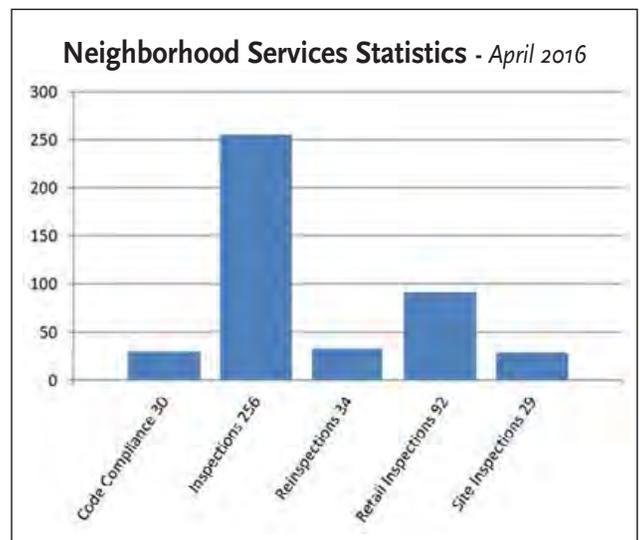
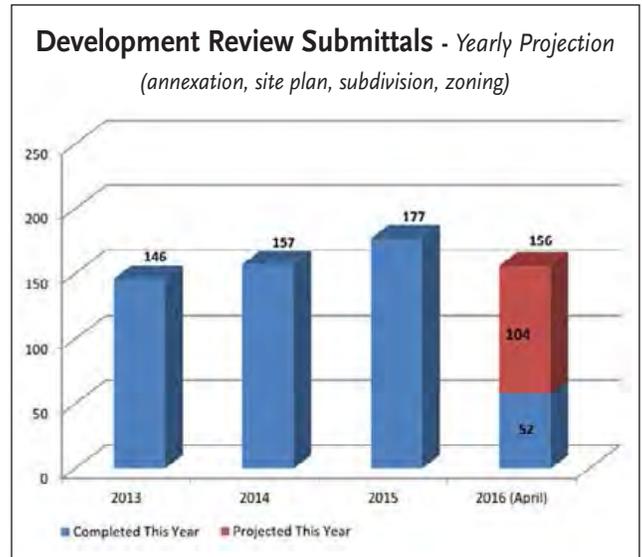
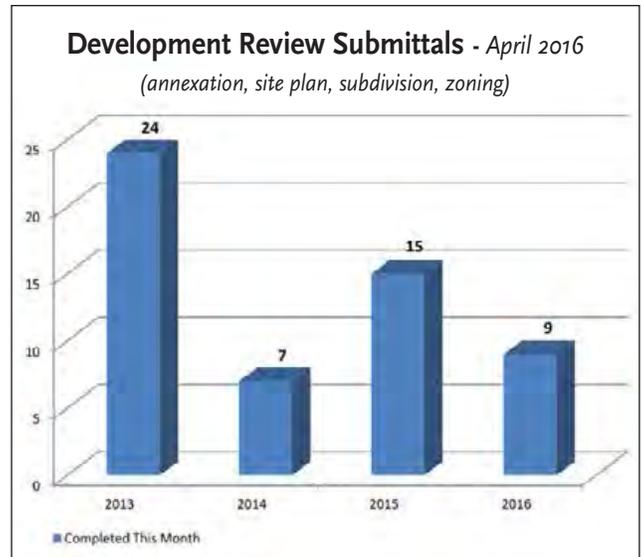
- Enclave Disc Golf/Dog Park – Site Plan (**New Project**)
- Hilltop Mixed Use – Use by Special Review
- Maclachlan Arby's Remodel – Site Plan (**New Project**)
- Meadowlark Annexation – New Residential
- Newlin Crossing Annexation – New Residential/Commercial
- Park 64 – New Multi Family
- Parker Keystone Commercial – Site Plan/Replat
- Pawnee-Daniels Park 345kV Transmission Line
- Reata North Filing 12 – New Residential
- Stroh Crossing – New Residential
- Twenty Mile Gun Range – Site Plan (**New Project**)
- Watermark Multi Family – Site Plan

Major Projects Under Construction

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

Project Focus: Parker Keystone

Currently under review at the southeast corner of Lincoln Avenue and Parker Road is a proposed site plan for two commercial lots. The first lot will contain a stand-alone restaurant with a drive thru lane and the southerly of the two lots will contain a multi-tenant building for retail and restaurant users. Final approval should occur this summer with construction beginning in the fall.





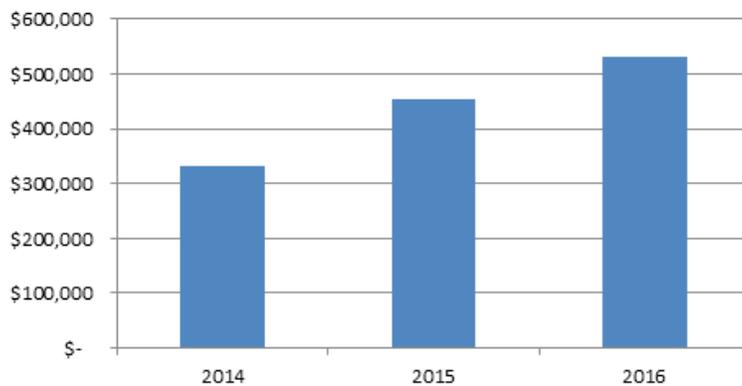
CULTURAL DEPARTMENT

Operations Update

The concessions staff has been busy mixing up new offerings for each featured presentation at the PACE Center and The Schoolhouse Theatre. These fun, new offerings are pleasing patrons and increasing sales!

1. Stuart Little featured the “Mouse Mixer,” a take on the classic Shirley Temple, which sold out and pleased tiny palettes throughout the theater.
2. “Comedy and Cocktails” featured the classic margarita for a great price.
3. Paquita introduced several patrons to the Black Russian.
4. For Twinderella, a modern take on the Cinderella we all know and love, we introduced a “Princess Punch.”

YTD Ticket Revenue - as of April 30



April Box Office Highlights

- Stuart Little sold 94 percent of seats and was so successful it’s coming back for another summer school day show in June!



Education

- The Parker Arts presentation of Opera Colorado’s Hansel and Gretel, as part of the Discovery Series for Families, featured 230 attendees. The series is intended to provide Parker families with a new cultural experience.



- Parker Arts provided a booth at the first annual Macaroni Kids Summer Camp Fair at the Wildlife Experience. Three hundred fifty families preregistered and attend the event, and approximately 1,500 attended.
- Parker Arts summer camps are open for registration. Once again, Parker Arts is providing a full day of enrichment by allowing families to register for morning and afternoon camps and attend a free supervised lunch. Parker Arts provides a 30 percent discount to Town employees for all cultural enrichment programs.

Community Funding

- Cardel Homes has committed to being our first-ever Season Sponsor for the 2016/2017 season! This is a \$20,000 value!



ECONOMIC DEVELOPMENT

2015-16 Advertising Performance

The end of first quarter 2016 was also the end of the first full year of the Economic Development marketing campaign. While the overall performance was excellent for a new campaign, there were lessons we can take away from the performance measures. Digital placement still provides the most value for ad placements as the costs remain low and the ability to track the performance of the advertisements far exceeds that of print advertising. However, digital ad placements is a very crowded space. We will continue to work with our advertising partners to further refine our digital and print placements to maximize our advertising budgets.

The chart below provides some insight into the performance of the campaign with impressions, clicks and the CTR (click-through rate) and costs. The CTR number of 0.158 percent seems like a very low percentage of users clicking on our digital ads, however it is above the national CTR average of 0.06 percent.

	Digital	Print	Total
Impressions/Circulation	4,513,902	219,422	4,733,324
Clicks	7,143		
CTR	0.158%		
Total Cost	\$4,462.17	\$18,445	\$22,907.17

Economic Development staff will continue its advertising efforts in 2016 as aggressively as possible and will also be very selective with ad placements to ensure spending of advertising dollars is done wisely. We will also continue to expand the messaging to additional targeted industries.

In the coming months, staff will begin a monthly email campaign to highlight Parker to the real estate and business communities. The department will also partner with the Communications staff on a local “Shop Parker” advertising campaign.

CREJ Healthcare and Medical Office Building Conference

Parker Adventist is one of the largest private sector employers in the Town of Parker. As such, it forms the foundation for a major industry sector that Economic Development is engaged in – Health and Wellness. Many different types of companies make up this segment of our economy, but all have an underlying need – prime commercial property. Town staff attends this annual conference to stay abreast of changes in the industry, emerging trends and to gain insight into how these changes might affect land use and development in Parker. Significant shifts in the market in response to the Affordable Care Act include:

- Growth of tele-health and digital healthcare
- Optimization of health system resources
- Consolidation of systems and practices through merger and acquisition
- Development of an “off-campus” focus for real property assets

The result is a shift in demand for real property that includes:

- Stand-alone emergency departments
- Development of urgent care centers in prime retail corridors/centers
- Increased use of post-acute and non-health care specific resources (e.g. assisted living)

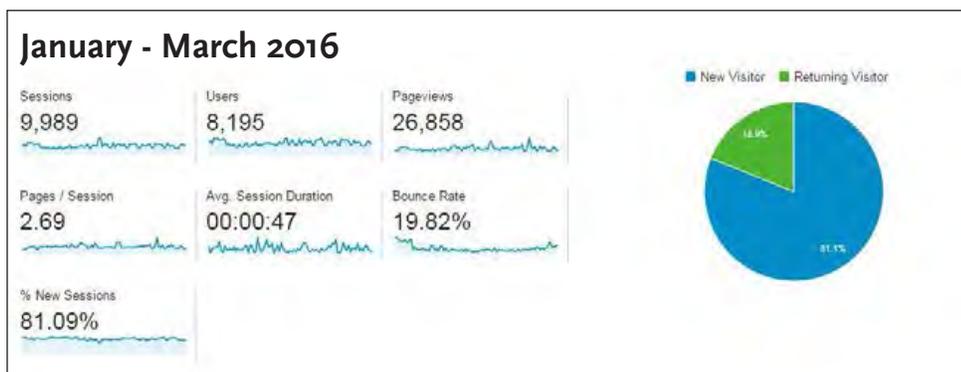
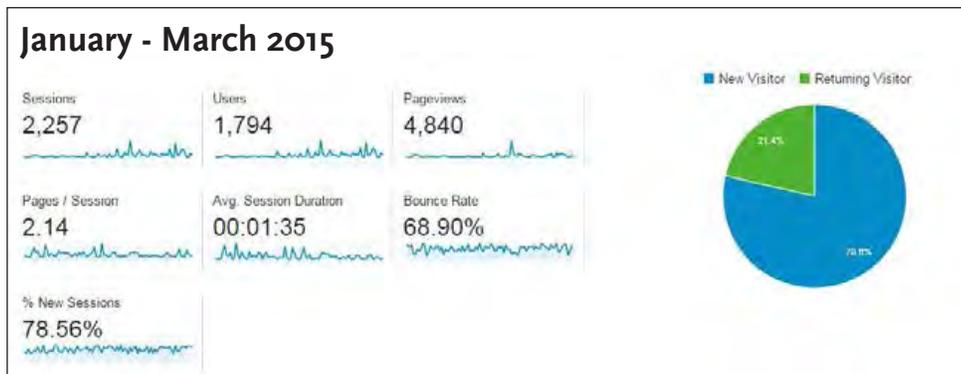
ECONOMIC DEVELOPMENT - CONT'D

2016 First Quarter Website Statistics

The start of 2016 marked the beginning of the second year for the Economic Development website. In 2015, the platform more than doubled the industry average website sessions for a community of Parker's size.

First quarter 2016's website data shows continued growth with more new users visiting the website. The site nearly beat the industry average website sessions of 11,426 in the quarter.

Staff will continue to use its marketing budget to drive more traffic to the website while identifying tools that will allow them to gather more information on the companies that are visiting.



2016 Court Charges Processed

Month	Parker	Foxfield
January	223	4
February	349	6
March	226	5
April	219	1
Total	1,017	16

MUNICIPAL COURT

Court Update

- Sue Ratcliff, Judge Sidel and Sarah Vandiver taught the workings of the Municipal Court and Teen Court to the Parker PD Citizens Academy. The class had great questions and the feedback to the instructors was very positive.
- Sue also attended the quarterly Full Court Meeting in Westminster. This

meeting continues to be insightful in gaining knowledge about the best and most efficient way of using the Court's software system.

- Sue toured the new Family Resource/ Juvenile Assessment Center in Englewood. This is a non-profit organization serving Douglas, Elbert

and Lincoln counties that assists families in crisis. It deals with young people and families that are dealing with depression, alcohol and drug abuse, along with communication issues and runaways. Both Municipal and Teen Courts will be using the center as a resource to assist families with struggling teens.



ENGINEERING

Roadway Capital Improvement Projects

EastMain Development Phase 2

- Construction of a new roadway through the EastMain Park Plaza site and improvements to the adjacent roadways

Utility work is nearly complete on the East Mainstreet site. Paving operations will begin in the coming weeks. Crews will soon be installing a sanitary sewer connection to the site under Mainstreet and completing the storm sewer installation. Subgrade prep and paving should follow shortly thereafter, to be accompanied by work on streetscaping, irrigation and lighting improvements. The project is tracking for an early summer completion in advance of the Douglas County Library's scheduled completion.

Chambers Widening Project

Chambers Road Widening

- Widening of Chambers Road between Hess Road and Mainstreet

The contract was awarded by Town Council on Feb. 1. Roadway construction has commenced with utility relocations and earthwork operations underway. Bridge construction will commence in May. The roadway construction is scheduled to conclude late in 2016 with median landscaping taking place in 2017 (pending 2017 funding). Funding for this project is a joint effort with Douglas County and the Douglas County School District. ▶

Hilltop Road Powerline Conversion

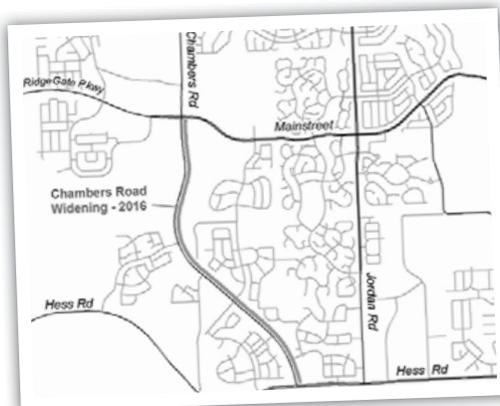
- Underground conversion of the existing overhead powerline adjacent to Hilltop Road between the Hess/Hilltop intersection and Legend High School

The contract for this work was approved by Town Council in December and work is underway with completion anticipated to occur in June.

Cottonwood Drive Widening

- Widening of Cottonwood Drive between Jordan Road and Cottonwood Way

The funding for the design for this project was appropriated as part of the 2016 budget. Town staff completed the selection process for the design consultant and the contract was reviewed and awarded by Town Council in early May. It is anticipated that the design will be completed by late 2016 with construction anticipated for 2017, pending approval of the 2017 budget.



Annual Roadway Maintenance Projects

Townwide Concrete Repair

- Work consists of miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town

The 2016 scope of work has been finalized and the competitive bidding process was completed in April with a Town Council award on May 2.

Roadway Reconstruction

- Street repairs to various locations in Town

The 2016 roadway reconstruction project limits will be for the eastbound direction of Mainstreet between the commercial access at the southwest corner of Jordan Road to the Motsenbocker Road intersection. This roadway will be reconstructed as asphalt pavement in a similar manner as was done in 2015 for the westbound direction. Construction on the project has commenced with the Mainstreet lane reduction to one-lane each direction anticipated to commence in early June.

Roadway Resurfacing

- Thin overlays, chip seal and slurry seal (pavement preservation) work in various locations in Town

The asphalt overlay portion of the project was awarded by Town Council in January. The slurry/chip seal contract portion of the resurfacing work was awarded by Town Council in March. Construction on the project has commenced with concrete work underway. The overlay and slurry/chip seal portion of the project is anticipated to commence as temperatures/weather allow in the summer.

Stormwater CIP Projects

Cherry Creek Restoration at Norton Open Space

- Channel stabilization improvements approximately 2,000 feet downstream of Cottonwood Drive to the county line

The contractor has started construction on the upper segment of the project by diverting Cherry Creek into a temporary ditch and performing grading operations to stabilize the creek bottom and banks. Work on the lower segment began in mid-April with final project completion expected for the end of May, weather dependent.

Recreation Improvements

East-West Trail - Phase II

- Construction of a multi-use recreational concrete trail between Newlin Gulch Boulevard and Chambers Road within and adjacent to the PSCo/Xcel powerline corridor

Design for the project is complete and the Town has received approval from PSCo for construction of this segment of trail. The competitive bidding of the project commenced in late April following approval by FEMA for the Newlin Gulch floodplain crossing. Construction is anticipated to begin in late summer.

East-West Trail - Phase III

- Construction of a multi-use recreational concrete trail between the Motsenbocker/Todd intersection to the Cherry Creek Trail within and adjacent to the PSCo/Xcel powerline corridor

Design on the project has commenced and preliminary discussions with PSCo/Xcel related to a required license agreement are underway. Construction is anticipated for 2017.

The Plaza on Main

- Design and construction of a public park and plaza located at the NE corner of Mainstreet and PACE Center Drive

The project is currently under construction and is anticipated to be complete this winter. ▼



Bradbury Trail

- Construction of a missing segment of trail between Gold Rush Elementary School and Hitching Post Circle

The project was competitively bid and awarded by Town Council in March. Construction is anticipated to commence in May with completion in late July.

Project Focus: Stroh Soccer Park Parking Lot Expansion

For many years there has been a demand for additional parking at the Stroh Soccer Park. Luckily, there was enough money available this year to see this become a reality. Designing efforts were completed over the winter and bids were opened in late March. Noraa Concrete Construction Corporation from Brighton was low bidder with a price of \$494,494.

Some of the big-ticket project items include 2,000 cubic yards of import fill, 1,200 lineal feet of 6-inch curb and gutter, 900 tons of 5.5-inch hot mix asphalt, 670 square yards of 6-inch sidewalk and 200 lineal feet of trickle channel.

The project start date is planned for June 20 with an anticipated completion date of July 29. Resources for this project are coming from the Parks, Recreation and Open Space fund.





PARKS AND RECREATION

Parks and Forestry/Open Space Highlights

Winter Weather Lingers...

In April, winter continued to haunt Parker as Parks and Forestry crews spent several days performing snow removal. If it snows again, they're all boycotting and moving to Tampa.



... But Flowers Still Emerge

Spring did pop through in the form of tulips and other bulbs. Parks Horticulture crews began cleaning out landscape beds to show off the spring colors.



Tree Pruning

April is one of the best months to prune trees, right before they bud out, so the Forestry division tackled many of the Town's large trees in April. Pruning reduces hazards in trees, improves their aesthetic value, and also prolongs the life of the tree by addressing structural issues.

Therapeutic Recreation

- Parker Parks and Recreation recently reapplied for the Developmental Disability Mill Levy Grant through Douglas County. The Therapeutic Recreation staff received wonderful letters of support that were included in the application. They will receive notification on the potential award in June.
- The new Active Aging Adult tri-fold and Therapeutic Recreation tri-fold information marketing pieces were recently completed and are being circulated. These marketing tools will help promote both existing and new programs.
- With the summer season approaching, more Adaptive Swim Lesson passes are being sold. The Special Olympics Swim Team has begun its practices with 22 participants using the Recreation Center pool to improve swimming skills and personal fitness under the supervision of experienced coaches. More participants are likely to visit or sign up as the summer progresses.

Active Aging Adults

Several upcoming events are geared toward the Town's active aging adult population:

- Monday, May 23 - The Senior Center will host a SilverSneakers demo class, instructed by Parker Recreation Center staff
- Wednesday, May 25 - The Recreation Center staff will host the annual Senior Stroll at 10 a.m. at O'Brien Park
- Thursday, May 26 - The Senior Center will host a Zumba Gold demo class, instructed by Parker Recreation Center staff

PARKS AND RECREATION - CONT'D

Fieldhouse

- The Parker Fieldhouse hosted the Middle School Blast lock-in event on April 30. Despite having the event canceled because of weather, more than 600 community middle school students attended the event that was put on by local church groups.
- The Fieldhouse had new drinking fountains installed in May that feature water bottle fillers (pictured at right). In addition to being convenient and aesthetically pleasing, these water stations are making an environmental impact by reducing plastic water bottle waste.



Sports

- The next session of the pickleball boot camp will be held May 10 through 12 from 1:15 to 3:15 p.m. at the Recreation Center. This is an introductory class for beginners to learn the fastest-growing senior sport in the country. Once completed, a follow-up instructional coach play will be offered on May 18 and 25 at the same time and location. The fee is \$5/session. No pre-registration is required, as the first 12 participants that show up at 1 p.m. will be admitted to both the boot camp and instructional play.

Day Camp Update

- The Parker Fieldhouse Day Camp has a record number of 10 CIT (Counselors in Training) signed up to work the program this summer. The program is designed to teach select youth to become future leaders in their communities. Participants will learn life and job skills through hands-on experience and training. Candidates must go through an interview process and be accepted in to the program in order to participate. The CIT program started seven years ago and has featured many participants who eventually served as counselors after they turned 16.

Kids Zone

- Kids' Zone is expanding Saturday programming by offering Kindermusik classes.
- "Sing and Play" is a music class for kids ages 1 to 2 with an adult. The class curriculum focuses on developing large motor skills by helping to build muscles the child needs to walk, run and climb. Focus is also on developing vocal skills for speaking and singing.
- "Wiggle and Grow" is for children 2 to 3 years old with an adult. Each week, the class will focus on singing, dancing and playing instruments with their friends. Kindermusik classes also offer parents a wide variety of ways to include music in everyday activities.



H2O'Brien Pool Opens May 28!

Staff has been busy gearing up for another busy outdoor pool season. The pool shell is in the process of being replaced and there has already been a record number of Fieldtrip reservations received. It should be a very busy season!





POLICE DEPARTMENT

Department Highlights

Citizen Police Academy

Parker PD's 2016 Citizen Police Academy wrapped up May 12. Following the graduation dinner, Officer Craig Dvorak talked about the Y.E.S.S. program and the work done in Parker schools. The final weeks of the class included Bike Patrol, Animal Services, Impact Unit, Composite Sketches, Background Investigations and the Explorer Program. Thirty-four students graduated the 10-week course and now have a better understanding of the many aspects of the police department and the services provided to the Town of Parker.



Weather Spotter Class a Success

Officer Greg Epp conducted a How to be a Weather Spotter class in April. More than 50 residents took the 2.5-hour class. Demand was so high that a second session has been scheduled for May 26.

Prescription Drug Take Back Day

April 30 was National Prescription Drug Take Back Day. A huge thank you to Detective Christine Garrabrants and Officer Greg Epp for braving the cold and snow and collecting 487 pounds of prescription drugs from Parker residents.

Parker Police Explorers Graduate from State Academy

Congratulations to Cody Cummings, Lane Mast and Zach Humecky on their graduation from the Law Enforcement Explorer Post Advisors Association of Colorado (LEEPAAC) academy. The Parker Explorers completed the month-long academy that met Saturdays, April 2 through 23, and focused on basic patrol-related topics.

CIT Graduates

Fourteen members of the Parker Police Department graduated from Crisis Intervention Team (CIT) training. CIT training is a model for community policing that brings together law enforcement, mental health providers, hospital emergency departments and individuals with mental illness and their families to improve responses to people in crisis. More than 80 percent of Parker officers are CIT certified.



Officer of the Year

Officer Trey Biles was named Officer of the Year by the Forty and Eight. Officer Biles was recognized for his heroic efforts saving Cole Robinson from a frozen pond on Jan. 14. The Forty and Eight is an honor organization of veterans, committed to charitable and patriotic aims.



Victim Services Award

Detective Bev Wilson was honored by District Attorney George Brauchler with the 18th Judicial District Crime Victims Service Award. Detective Wilson was recognized for her work with victims of crime.

POLICE DEPARTMENT - CONT'D

Cops and Bobbers

The Parker Police Department will be hosting 150 children for Cops and Bobbers on June 18. Cops and Bobbers is an event where Parker Officers will teach children how to fish and assist them as they cast their first line. The amateur anglers will join more than 20 Officers and catch two trout in a stocked pond. Their catch will be packed on ice so it can be taken home for dinner. The event will take place from 9:30 a.m. to 2 p.m. at the Meridian pond near Lincoln Avenue and Meridian Boulevard. Registration for the event filled in just two days.



Southeast Christian Church Walk-a-thon

Sergeant Joe Cummings and his team joined students at Southeast Christian Church for a Walk-a-thon. Officers Rebecca Smith, Trevor Nevins, Jeremy Wolff and Amy Lantz cheered the kids on and gave them tours of their police vehicles as the kids raised money for new playground equipment.



Teen Alcohol Education

At Legend High School, Officers Dan Britton, Dawn Cashman, Craig Dvorak and Rachael Obermeyer joined South Metro Fire, the Douglas County Sheriff's Department and area hospitals to inform and educate teen drivers about the dangers of drinking and driving. During lunch, students had the opportunity to wear impairment simulation goggles, designed to simulate the effects of alcohol on your motor skills. This was an important message to spread to Legend students days before their prom.





ITEM NO: 8A
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

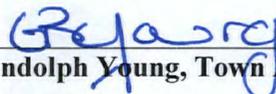
TITLE: PINE CURVE PROPERTY - TABLED

- (1) **ORDINANCE NO. 3.205.29** – A Bill for an Ordinance Amending Ordinance No. 3.205, Series Of 2002, by the Deletion of Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property from the GD-Greater Downtown District, Historic Center, Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- (2) **ORDINANCE NO. 2.246** – A Bill for an Ordinance Rezoning Certain Property Commonly Known as the Villa Parker Property and the Pine Curve Property, from GD-Greater Downtown District to Pine Curve Planned Development, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

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



 John Fussa, Community Development Director



 G. Randolph Young, Town Administrator

ISSUE:

The Town is proposing to rezone the 29.8 acre Pine Curve property from the GD- Greater Downtown District Historic Center to Planned Development (PD).

PRIOR ACTION:

The Pine Curve Property is located north of the Pine Drive and Mainstreet intersection and made up of two Town owned parcels of approximately 24.65 acres and the northerly parcel known as Villa Parker of approximately 5.15 acres. All three parcels are currently zoned Greater Downtown District - Historic Center. The Town of Parker is in the process of rezoning the property to PD - Planned Development.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The proposed Pine Curve rezoning ordinances are described as follows:

1. Ordinance 3.205.29; Amends ordinance 3.205 by the deletion of certain property from the GD-Greater Downtown District, Historic Center zoning
2. Ordinance 2.246; Ordinance rezoning certain property from GD-Greater Downtown District, Historic Center to Planned Development (PD)

The following message regarding tabling the Pine Curve rezoning project has been conveyed to the public and those interested citizens who have participated in the rezoning process:

Pine Curve Update:

The Town of Parker is currently engaged in a project to prepare Planned Development (PD) zoning for the Pine Curve property located at the intersection of Mainstreet and Pine Drive. The purpose of the PD zoning is to prepare the site for future commercial development based upon reasonable development costs. The Town values public participation in the zoning process and has received substantial public input about the project from residents especially those living in the neighborhoods closest to the site.

The Mayor and Town Council have therefore determined that it is appropriate to table the zoning process to review the many public comments that have been received and consider how they may inform the proposed PD zoning. The tabling of the zoning process is intended to be limited in duration and will provide the Mayor, Town Council and staff the opportunity to review the comments, address potential concerns and incorporate appropriate responses in the final zoning to be considered at a future date. This decision will also enable the Town to further evaluate the financial aspects of the project related to infrastructure needs, site development costs and economic development benefits such as retail sales tax and employment.

The Town of Parker recognizes the substantial public interest in the Pine Curve PD zoning process and appreciates the efforts of residents to make their voice heard in this project. For further information, please contact the Community Development Department at (303) 841-2332 and go to the Town web-site at <http://www.parkeronline.org/1992/Pine-Curve-Property-Proposed-Rezoning>.

RECOMMENDATION:

Staff recommends Town Council table Ordinance Nos. 3.205.29 and 2.246.

PREPARED/REVIEWED BY:

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

RECOMMENDED MOTION:

"I move to table Ordinance Nos. 3.205.29 and 2.246."



ITEM NO: 8B
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: NEWLIN CROSSING PROPERTY ANNEXATION AND ZONING

(1) RESOLUTION NO. 16.039

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Newlin Crossing Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.245 (To be continued to June 20, 2016)

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

(3) ORDINANCE NO. 3.322 (To be continued to June 20, 2016)

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

(4) ANNEXATION AGREEMENT (To be continued to June 20, 2016)

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


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The applicant, Plan West, 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 and include 6.76 acres of interim detention pond as part of the PD currently owned by the Town of Parker.

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. On May 2, 2016, Council approved Ordinances 2.245 and 3.322 on First Reading.

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.

The applicant provided staff with several last minute changes to the annexation agreement. These requested revisions are substantive enough that finalization of the annexation agreement could not be accomplished in time for inclusion on the Council's May 16, 2016 agenda. Colorado statutes on annexations require the Town to conduct a public hearing for the annexation resolution on the date advertised in the notice in order not to invalidate the public notice.

RECOMMENDATION:

Staff recommends Town Council approve Resolution No. 16-039. Staff further recommends that Council continue Ordinance Nos. 2.245 and 3.322 as well as the Annexation Agreement to a date certain of June 20, 2016. Planning Commission will make a recommendation regarding the zoning request on May 12, 2016.

PREPARED/REVIEWED BY:

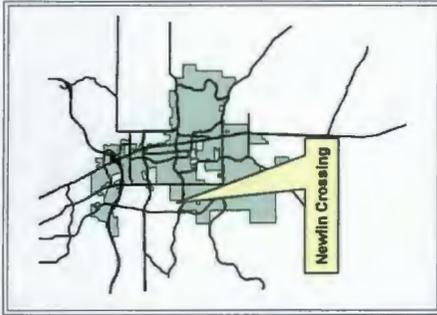
Patrick Mulready, Senior Planner; Steve Greer, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. 16-039

RECOMMENDED MOTION:

- (1) "I move to approve Resolution No. 16-039."
- (2) "I move to continue Ordinance No. 2.246 to June 20, 2016"
- (3) "I move to continue Ordinance No. 3.322 to June 20, 2016"
- (4) "I move to continue the Annexation Agreement for Newlin Crossing to June 20, 2016."



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. The PD will include a 6 acre interim detention pond located immediately east of Chambers Rd.

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



RESOLUTION NO. 16-039, Series of 2016**TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE NEWLIN CROSSING PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER**

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Newlin Crossing Property, and hereafter described in **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

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

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

c. No proceedings have been commenced by another municipality for the annexation of all or part of the territory to be annexed by the Town of Parker; and

d. The annexation will not result in the detachment of the area from the school district in which it is currently located.

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker, and no additional terms and conditions within the meaning of Colo. Rev. Stat. § 31-12-111 are to be imposed on the annexation of the Property.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of section 30 of article II of the state constitution and the applicable requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinances annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

**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 2008048258 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.



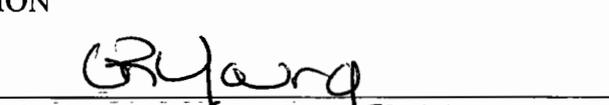
ITEM NO: 8C
DATE: 05/16/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: HILLTOP CARWASH MINOR DEVELOPMENT LOT 2 – Use by Special Review

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


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

The applicant, Shawn Dore, is requesting approval of a Use by Special Review (UbSR) for a mixed-use development containing eight residential units and two commercial units. The proposal is located in the Market Center of The Greater Downtown District at 19745 Parker Square Drive.

PRIOR ACTION:

None

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

In 2004, the Town of Parker approved the Hilltop Carwash Minor Development for the creation of two lots on .86 acres. A site plan was approved for Lot 1 in 2009 and now contains the Hilltop Carwash. Lot 2 remains vacant.

This parcel is identified by the Parker 2035 Master Plan as part of the Central Commercial District Character Area. The focus in this area includes core retail, services, offices, lodging, restaurants, entertainment and higher density residential uses.

The Greater Downtown District Market Center standards and guidelines identify the permitted commercial uses. However, multi-family residential uses require approval of a UbSR.

RECOMMENDATION:

Staff has determined that the proposed use meets or can meet the UbSR criteria established by Town of Parker Land Development Ordinance. Please see the attached Planning Commission staff report for additional information.

Staff recommends Town Council conditionally approve the Use by Special Review. The Planning Commission will make a recommendation to Town Council on May 12, 2016.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Vicinity Map
2. Planning Commission Staff Report

RECOMMENDED MOTION:

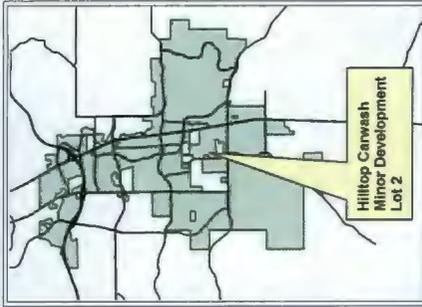
"I move to approve, based upon staff findings, with the following conditions contained in the staff report:"

1. That the Use by Special Review materials submitted to the Community Development Department on March 24, 2016 shall be the approved Use by Special Review materials.
2. Approval of this Use by Special Review **DOES NOT** constitute site plan approval. Approval of a separate site plan submittal is required.
3. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding sign permit requirements.



Hilltop Carwash Minor Development Lot 2

Use by Special Review
Case No. Z16-013



Legend

Site

Roads

Narrative:
Applicant seeks approval of a use by Special Review for a Mixed-Use building that will include 8 residential and 2 commercial uses.

Planner: Carolyn Parkinson
Hearing Schedules:
Planning Commission: May 12, 2016
Town Council: May 16, 2016





**Community Development Department Memorandum
Development Review Division**

To: Town of Parker Planning Commission

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

Through: John Fussa, Community Development Director

Date: May12, 2016

Regarding: Public Hearing:
Hilltop Carwash Minor Development Lot 2 Use by Special Review (Ubsr)
[Case No. Z16-013]

**Section I.
Subject & Proposal:**

Location: 19745 Parker Square Drive

Applicant: Shawn Dore

Proposal: Mr. Dore is requesting approval of a Ubsr for a mixed-use development containing eight residential units and two commercial units.

**Section II.
Background:**

History: In 2004, the Town of Parker approved the Hilltop Carwash Minor Development for the creation of two lots on .86 acres located on the southwest corner of Parker Square Drive and Pine Drive. A Site Plan was approved for Lot 1 in 2009 and now contains the Hilltop Carwash. Lot 2 remains vacant.

Land Use Summary Data:

Total Area: .51 acres

Zoning: Central Commercial-Greater Downtown District-Market Center

Existing Use: Undeveloped

Surrounding

Zoning	North:	Commercial (Hilltop Station Carwash)
& Land Use:	East:	Commercial (Retail)
	South:	Commercial (Office)
	West:	Commercial (Office)

Section III.

Analysis:

The Parker 2035 Master Plan designates this site as part of the Central Commercial District Character Area. The focus in this area includes core retail, services, offices, lodging, restaurants, entertainment and higher density residential uses.

The site is zoned Greater Downtown District Market Center with standards and guidelines that identify the permitted commercial uses. However, multi-family residential uses require approval of a UBSR.

Section IV.

Additional Staff Findings:

The Town of Parker Land Development Ordinance §13.04.200(b), specifies nine criteria to be used in evaluating a request for UBSR. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

- 1. Will be in harmony and compatible with the character of the surrounding areas and neighborhood.**

Applicant analysis and findings:

The multi-use building with both light commercial and residential is consistent with the existing businesses in the neighborhood, in both its scale and diversity. A person standing on the vacant property will see other medical, professional, small-business buildings and a neighboring residential area. This project will continue with this theme but will have a more modern concept of combining commercial with residential units.

Staff analysis and findings:

The mixed-use and vertical design concepts incorporated into this proposal are consistent with the preferred uses described in both the Master Plan and the Market Center Design District guidelines. The commercial component of this development is compatible with adjacent commercial uses. The residential component will provide an alternative housing type currently unavailable in the area. This proposal will be in harmony and compatible with the character of the surrounding areas and neighborhood.

2. Will be consistent with the Town Master Plan;

Applicant analysis and findings:

The project will add a multi-use building of commercial and residential units into an area of the Town with a master plan for commercial that encourages variety of use, appearance and landscape. The building will be compatible with the existing neighborhood character. The bottom floor will consist of two commercial and three residential units. The second level will have five residential units. The commercial businesses could consist of local coffee shop, travel agency and real estate agents. The outside of the building will be stone and stucco with metal roofs off the porches and covered walkways. There will be professionally landscaped common areas with a courtyard for all to enjoy.

Staff analysis and findings:

The Central Commercial District character area identified in the 2035 Master Plan contemplates;

- “higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate.”

The proposed use is a small-high-density residential development with a commercial component. The project is vertically mixed, combining ground-floor commercial with first and second story residential units. The proposed common area provides a public space that will help enliven this project and activate the surrounding area. Vehicular and pedestrian connectivity to and between nearby retail uses, offices and a neighborhood restaurant are existing. The proposed use is consistent with the Parker 2035 Master Plan.

3. Will not result in an over-intensive use of land;

Applicant analysis and findings:

The project is limited in scope by the existing drainage pond and does not approach the maximum of what could be built on the site. This is a 1/2 acre site thus limiting the size of the unit. The structure itself will be no taller than two floors. The private on-site parking is the minimum required for the size of the structure proposed at roughly 25%. The building footprint is less than 25% of the property. With less than half of the property being used by the building and parking lot, there is sufficient space left for landscaping, hardscape and a courtyard.

The main level of the project is 4950 square feet consisting of two commercial and three residential units. The upper level will have five residential units.

Staff analysis and findings:

The proposed multi-family and commercial land uses are consistent in mass and scale with nearby developments. The proposed landscaping, existing drainage pond, public gathering area and parking lot will account for approximately half the available land area. Therefore, the proposed mixed-use development will not result in an over intensive use of land.

4. Will not have a material adverse effect on community capital improvement programs;

Applicant analysis and findings:

All capital improvements are private and will not impact the community capital improvement program. This is a vacant lot in an already improved area. The main streets are Hilltop Road and South Pine Lane. All utilities are at the site and the surrounding area is built out.

Staff analysis and findings:

The development is occurring on privately owned property. Access is via a private access drive. Any required public improvements related to the project will be the responsibility of the developer. Therefore, no adverse impacts on capital improvement programs are anticipated.

5. Will not require a level of community facilities and services greater than that which is available;

Applicant analysis and findings:

The project is small enough in scale to be well within the capabilities of current community services. If project is fully occupied then the projected number of people would not exceed approximately 40. This will minimally impact traffic, fire, police, parks etc.

Staff analysis and findings:

Parker Water and Sanitation will provide water and sewer service to the site. On-site storm water detention is already in place. Necessary roadway and infrastructure currently exist within the adjacent right-of-way. This proposed small scale mixed-use project is not anticipated to require a level of community facilities and services greater than that which is available.

6. Will not result in undue traffic congestion or traffic hazards;

Applicant analysis and findings:

The project is small enough both commercially and residentially to impact traffic in a very minor way and should not create any hazards. If project is fully occupied then the projected number of people would not exceed approximately 40. This should minimally impact traffic, fire, police and parks.

Staff analysis and findings:

The current access to the site is from Parker Square Drive and via an existing private drive that serves both lots in the Hilltop Carwash Minor Development. Access and circulation for a project of this size and scale should not exceed what is currently available.

7. Will not cause significant air, water or noise pollution;

Applicant analysis and findings:

The size and uses of this project should not cause significant noise, air pollution or water pollution. Again, if project is fully occupied, projected numbers of people would not exceed approximately 40. This should not cause significant noise, air pollution or water pollution.

Staff analysis and findings:

The site includes an existing on-site storm water detention pond. The project is located in an area with compatible commercial uses. The addition of a residential component of this scale should not add significantly to air or noise pollution. Therefore, the proposed mixed-use project meets this criterion and will not cause significant air, water or noise pollution.

8. Will be adequately landscaped, buffered and screened; and

Applicant analysis and findings:

The project will meet all town landscape requirements and will enhance the appearance of the neighborhood. The property will be professionally landscaped with trees, shrubs, grass, rock and hardscape, all of which will enhance the surrounding areas. The landscape will include all town required elements, plus a courtyard that will add value to those living and working in the area.

Staff analysis and findings:

The proposed mixed-use project will be required to meet the Town of Parker minimum landscape requirements. The development and its uses will be adequately buffered and screened with a variety of trees, shrubs and grasses as a component of the Site Plan approval process.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:

At the scale this project is proposed it will have minimal impact on the health, safety and welfare of the town inhabitants. This project will have a positive impact on the Parker area. As previously stated these units should have minimal impact on the local traffic, fire, police and parks. The project should not cause significant noise or air/water pollution.

Staff analysis and findings:

The development will improve the welfare of present and future Town of Parker inhabitants by providing more housing choices within walking distance of well-established commercial uses. The proposed commercial use(s) will add to the Town's sales tax revenue.

Therefore, the proposed mixed-use project will not be detrimental to the health, safety or welfare of present or future inhabitants of Parker.

Section V.

Referral Agency Comments:

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

Town of Parker Engineering Department:

Approved

IREA:

Approved

Town of Parker Comprehensive Planning:

Approved

Parker Water and Sanitation Department:

Approved

Town of Parker Economic Development:

No comment

Public Service Company of Colorado:

Complete

Douglas County Planning Department:

No comment

Preston Hill HOA:

No Comment

Town of Parker Fire Life Safety:

Approved

Turtle Creek HOA:

No comment

Section VI.

Recommendation:

Staff recommends that the Planning Commission recommend that Town Council approve the Use by Special Review request for Hilltop Carwash Minor Development Lot 2 to allow a mixed-use development with the following three conditions:

1. That the Use by Special Review materials submitted to the Community Development Department on March 24, 2016 shall be the approved Use by Special Review materials.
2. Approval of this Use by Special Review **DOES NOT** constitutes Site Plan approval. Approval of a separate Site Plan submittal is required.
3. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding sign permit requirements.

Section VII.
Attachments:

1. Vicinity Map
2. Referral Agency Comments

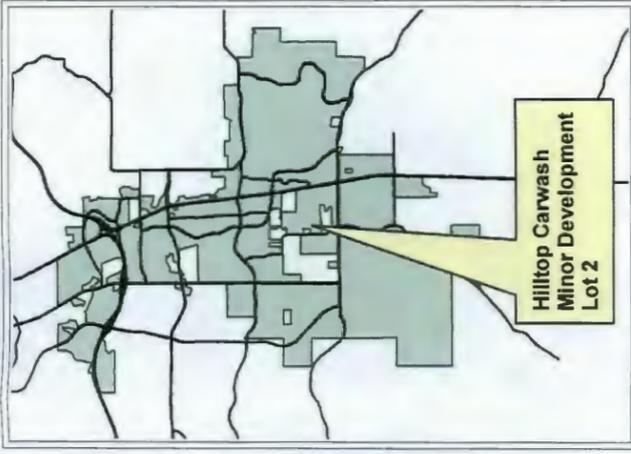
Section VIII.
Proposed Motion(s):

“I move the Planning Commission recommend Town Council approve the request for a Use by Special Review to allow a mixed-use development on Lot 2 of Hilltop Carwash Minor Development, located in the Greater Downtown District: Market Center and subject to the three conditions outlined in staff’s report”



Hilltop Carwash Minor Development Lot 2

Use by Special Review
Case No. Z16-013



Legend

- Site
- Roads

Narrative:
Applicant seeks approval of a use by Special Review for a Mixed-Use building that will include 8 residential and 2 commercial uses.

Planner: Carolyn Parkinson
Hearing Schedules:
Planning Commission: May 12, 2016
Town Council: May 16, 2016



Carolyn Parkinson	COMPLETENESS REVIEW
The applicant is not the current owner and cannot sign as such on the application, the exhibits or the chargeback. Additionally, the narrative does not adequately describe the proposed use. The applicant has been notified by email to revise and resubmit.	
3/17/2016 12:31:18 PM	

Carolyn Parkinson	COMPLETENESS REVIEW
The address listed is :not released" per Chris Boyd at DC. The address will work, and will be released following approval of the UBSR. Currently this parcel is identified by parcel #223322419002	
3/25/2016 11:20:08 AM	

Randy Capra	FIRE LIFE SAFETY 20
The applicant shall include, when submitting for a SIP, an overall utility plan that depicts the location of all fire hydrants within 1000 feet of this project. The applicant will be required to provide a sprinkler system in the building with the SIP indicating the size and location of the riser room (shall be on the parking lot side of the building) as well as a fire hydrant that is to be located within 40 feet or so of the building to be protected.	
3/25/2016 2:59:42 PM	

Donna George	Public Service Company of Colorado 20
see attached letter	
3/30/2016 6:27:54 AM	

Carolyn Parkinson	Public Service Company of Colorado 20
Changed status from revisions required to completed. Submitted comments do not require revisions, advisory only. Carolyn Parkinson	
3/30/2016 8:11:09 AM	

Chris Boyd	Douglas County Planning Services Division 20
Addressing Comments: No Comments	
Engineering Comments: No Comments	
Planner Comments: No Comments	
4/21/2016 9:24:57 AM	

Tom Williams	USE BY SPECIAL REVIEW - PW
The Engineering Department has no objections to the proposed use. However, we strongly recommend that a parking study be prepared to evaluate the proposed/available parking for the project since it will include mixed uses (residential and commercial). The Engineering Department will require a Traffic impact study and drainage conformance letter	

Referral comments
 Hilltop Carwash Minor Development Lot 2 Site Plan-Z16-013
 Page 2 of 5

<p>as part of the future Site Plan submittal. 100% civil construction drawing will also be required with the Site Plan submittal. The applicant will have to evaluate the potential vehicular stacking associated with the car wash and the potential impact top the proposed access to the private drive. The Town will also like the applicant to evaluate the feasibility of constructing a shared access with the adjacent property (Parker Square) due to the close proximity of the two driveways as part of the Site Plan application.</p> <p>4/22/2016 9:40:19 AM</p>	
--	--

<p>Bryce Matthews</p> <p>Please see attached file titled 'Comp Planning Parker Square Mixed Use Referral Response 042216'</p> <p>4/22/2016 2:55:40 PM</p>	<p>Comprehensive Planning 20</p>
--	---

<p>Carolyn Parkinson</p> <p>See attached Review memo</p> <p>4/25/2016 8:26:00 AM</p>	<p>USE BY SPECIAL REVIEW 20</p>
---	--



Community Development Department Memorandum

To: Carolyn Parkinson, Planner
From: Bryce Matthews, AICP, Comprehensive Planning Manager
Date: April 22, 2016
Regarding: Hilltop Car Wash Lot 2 Use by Special Review

The Comprehensive Planning Division has had the opportunity to review the Hilltop Car Wash Lot 2 Use by Special Review and offers the following comments:

Compliance with Parker 2035 Master Plan

The property is currently zoned Greater Downtown District – Market Center which requires a Use by Special Review approval for multifamily as a land use. One of the criteria for a Use by Special Review is compliance with the Parker 2035 Master Plan.

Hilltop Car Wash Lot 2 is located within the Central Commercial Character Area, described in the Town of Parker 2035 Master Plan. The Central Commercial is described as follows:

The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate.

The proposed use fits within the Central Commercial Character Area and mixed use as proposed is highly encouraged. This proposal meets the intent of the Parker 2035 Master Plan.

Referral comments
Hilltop Carwash Minor Development Lot 2 Site Plan-Z16-013
Page 4 of 5



Department of Community Development
Planning Services

www.douglas.co.us

Project Name: Hilltop Carwash L2 Mixed Use Bldg UBSR

Project Number: Z16-013

Date Received: 2016-03-25 00:00:00

Jurisdiction: Town of Parker

Due Date: 2016-04-08 00:00:00

Addressing Comments:

No Comments

Engineering Comments:

No Comments

Planner Comments:

No Comments



Right of Way & Permits
1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: 303.571.3306
Facsimile: 303.571.3524
donna.lgeorge@xcelenergy.com

March 30, 2016

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Carolyn Parkinson

Re: Hilltop Carwash Lot 2 Mixed Use Building, Case # Z16-013

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the use by special review plans for Hilltop Carwash Lot 2 Mixed Use Building. Please be aware PSCo owns and operates existing natural gas distribution facilities within the subject property along Pine Drive. The property owner/developer/contractor must contact the Builder's Call Line at 1-800-628-2121 and complete the application process for any new gas service, or modification to existing facilities. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center, at 1-800-922-1987 to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3306.

Donna George
Contract Right of Way Referral Processor
Public Service Company of Colorado

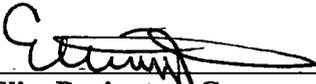


ITEM NO: 9
DATE: 05/16/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (05/02/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND 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 4th 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 second reading."

ORDINANCE NO. _____, 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 the driver's licenses of residents 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.