

**TOWN OF PARKER COUNCIL AGENDA  
JULY 18, 2016**

**Notes:**

Town Council meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Councilmembers eliminating lengthy discussions to gain a basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis on the part of Council.

Ordinances listed for first reading are being approved to introduce them. Public comment will be held upon second reading.

Start times for regular agenda items are tentative; some items may be held earlier than scheduled time.

1. **TOWN COUNCIL MEETING SCHEDULE**

- (a) **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- (b) **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- (c) **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. **SPECIAL PRESENTATIONS**

- **Teen Court Scholarship Recipients**
- **Swearing-In of Remi (Police K9)**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

6. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**

*July 5, 2016*

B. **RESOLUTION NO. 16-052**

*A Resolution Supporting the Grant Application for the 2016 Connect Initiative from the State Board of the Great Outdoors Colorado Trust Fund for the Completion of the East/West Regional Trail Within the Town of Parker*

*Department: Recreation, Dennis Trapp*

C. **RESOLUTION NO. 16-053**

*A Resolution Accepting the Conveyance of an Easement Agreement from LTF Real Estate Company, Inc. for Lot 2, Block 1, Crown Point Filing 1, 11<sup>th</sup> Amendment*

*Department: Engineering, Chris Hudson*

D. **RESOLUTION NO. 16-054**  
*A Resolution to Appoint the Chair, Fill a Vacancy, and to Appoint an Alternate to the Parker Creative District Executive Committee*  
Department: Cultural, Elaine Mariner

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

- *Parker Consolidated School Restoration Project – Phase IIB Contract Modification*  
Amount: \$78,652.00  
Contractor: Wattle & Daub Contractors  
Department: Engineering, Tom Gill

7. **TOWN ADMINISTRATOR**

- Reports

8. **PUBLIC HEARINGS**

**WATERMARK II ON TWENTY MILE**

Applicant: Meaghan Turner, Kimley-Horn  
Location: Generally located between Dransfeldt Road and Twenty Mile Rd. south of Sulphur Gulch and north of the existing Target Store  
Department: Community Development, Ryan McGee

(a) **MINOR DEVELOPMENT PLAT**

(b) **SUBDIVISION AGREEMENT**

9. **ORDINANCE NO. 1.484 – Second Reading**

**A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Easement Interests in Real Property for the Purpose of Constructing, Erecting, Operating and Maintaining Traffic Signals on Crown Crest Boulevard, a Town Roadway, through the Utilization of the Town’s Power of Eminent Domain, and Directing the Town’s Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations**

Department: Engineering, Chris Hudson

10. **ORDINANCE NO. 3.324 – Second Reading**

**A Bill for an Ordinance to Repeal and Reenact Chapter 13.09 of the Parker Municipal Code Concerning the Town of Parker Sign Code**

Department: Community Development, Bryce Matthews

11. **ORDINANCE NO. 5.77 – Second Reading**

**A Bill for an Ordinance to Amend Title 10 of the Parker Municipal Code by the Addition Thereto of a New Chapter 10.13 Concerning Signage within Streets and Sidewalks**

Department: Community Development, Bryce Matthews

12. **ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

July 18, 2016

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

1. Second Amendment to Cooperation Agreement Between the Town and the Parker Authority for Reinvestment and negotiations related to the property located at 19801 E. Mainstreet
2. Construction of Summerset Lane improvements
3. Proposed intergovernmental with the E-470 Public Highway Authority for regional trail improvements
4. Construction of Cottonwood Drive improvements



**TOWN OF PARKER COUNCIL  
MINUTES  
JULY 5, 2016**

Mayor Mike Waid called the meeting to order at 5:45 P.M. Councilmember Joshua Rivero was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were two (2) items. Under C.R.S. § 24-6-402(4)(e) there was one item which was a proposed Tax and Fee Assistance Agreement between the Town and All Fired Up!; under C.R.S. 24-6-402(4)(b) there were was one (1) item which was a specific legal question concerning Section 13.04.205 of the Parker Municipal Code.

**EXECUTIVE SESSION**

Josh Martin moved and Debbie Lewis seconded to go into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of the Executive Session at 6:51 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

Mayor Waid reconvened the meeting at 7:01 P.M.

Evan, a Boy Scout in the audience, led the Council in the Pledge of Allegiance.

**SPECIAL PRESENTATIONS** – None

**PARKER CHAMBER OF COMMERCE UPDATES** – None

**DOWNTOWN BUSINESS ALLIANCE UPDATES** – None

**PUBLIC COMMENTS**

David Prok, 20590 Regency Way, complained about fireworks.

**REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL** – None

**CONSENT AGENDA**

- A. *APPROVAL OF MINUTES*  
*June 20, 2016*

- B. *ORDINANCE NO. 1.484 – First Reading*  
*A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Easement Interests in Real Property for the Purpose of Constructing, Erecting, Operating and Maintaining Traffic Signals on Crown Crest Boulevard, a Town Roadway, through the Utilization of the Town’s Power of Eminent Domain, and Directing the Town’s Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations*  
Department: *Engineering, Chris Hudson*  
Second Reading: *July 18, 2016*
- C. *ORDINANCE NO. 3.324 – First Reading*  
*A Bill for an Ordinance to Repeal and Reenact Chapter 13.09 of the Parker Municipal Code Concerning the Town of Parker Sign Code*  
Department: *Community Development, Bryce Matthews*  
Second Reading: *July 18, 2016*
- D. *ORDINANCE NO. 5.77 – First Reading*  
*A Bill for an Ordinance to Amend Title 10 of the Parker Municipal Code by the Addition Thereto of a New Chapter 10.13 Concerning Signage within Streets and Sidewalks*  
Department: *Community Development, Bryce Matthews*  
Second Reading: *July 18, 2016*
- E. *RESOLUTION NO. 16-049*  
*A Resolution to Determine that the Cottonwood Drive Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for August 15, 2016*  
Department: *Community Development, Carolyn Parkinson*
- F. *CONTRACTS ABOVE \$100,000*
- *Additional Dispatch Radio Consoles*  
Amount: *\$125,045.00*  
Contractor: *Motorola*  
Department: *Police, Ron Combs*
  - *Bradbury Trail (Phase I) [CIP 15-0015] – Contract Modification*  
Amount: *\$15,000.00*  
Contractor: *T2 Construction Inc.*  
Department: *Engineering, Tom Gill*

*Josh Martin moved to approve Consent Agenda Items 7A through 7F.*

*John Diak seconded the motion.*

*The motion was approved unanimously.*

**TOWN ADMINISTRATOR**

- **Reports**

It was pointed out that the Town Administrator reports are on line.

**PUBLIC HEARINGS**

**A. MEADOWLARK PROPERTY – Annexation**

**Applicant:** Meritage Homes  
**Location:** The northeast corner of Crowfoot Valley Road and Richlawn Parkway  
**Department:** Community Development, Ryan McGee

**7:07 P.M.**

The purpose of the resolution is to determine that the Meadowlark Property is eligible for annexation into the Town of Parker.

The applicant requested that the public hearing for Ordinance No. 2.248 be continued to September 19, 2016.

**Applicant**

Brian Connelly of Otten Johnson thanked staff for their presentation and gave some background on this project. He stated that they had neighborhood meetings and will continue to have them.

**Public Comment**

The following individuals spoke against this project:

- Wanda Wilson, P.O Box, Parker, CO
- Linda Roberts, 7122 Richlawn Parkway

The Public Hearing was closed at 7:16 P.M.

**1. RESOLUTION NO. 16-050**

**A Resolution to Set Forth Town Council’s Findings of Fact and Conclusions as to the Eligibility of the Meadowlark Property for Annexation Into the Town of Parker**

Josh Martin moved to approve Resolution No. 16-050.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**2. ORDINANCE NO. 2.248 – Second Reading (To be continued to 9/19/16)  
A Bill for an Ordinance Approving and Accomplishing the Annexation of  
Contiguous Unincorporated Territory Known as the Meadowlark Property  
Located in Douglas County**

Amy Holland moved to continue Ordinance No. 2.248 to September 19, 2016.

Renee Williams seconded the motion.

The motion was approved unanimously.

**B. PAWNEE DANIELS PARK 345kV TRANSMISSION LINE – Use by Special  
Review**

**Applicant: Derek Holscher, Public Service Company**  
**Location: Public Service Company (Xcel) right-of-way  
corridor, between Mainstreet and Chambers  
Road, bisecting the Town of Parker**  
**Department: Community Development, Patrick Mulready**

**7:19 P.M.**

Mayor Mike Waid reviewed the house rules with the audience.

The Public Service Company of Colorado (PSCO) proposes to locate a second transmission line using monopole towers within the existing PSCO right-of-way (ROW). This is part of a regional project to construct a new 345 Kilovolt (kV) transmission line between the Daniels Park electrical substation northeast of Castle Pines and the Pawnee substation in northeastern Colorado.

PSCO made an application to the PUC in 2015 and obtained a Certificate of Public Convenience and Necessity (CPCN) beginning work on the design of a new transmission line to bring the PSCO into compliance with the provisions of SB07-100. The entire alignment within Parker is adjacent to residential or commercial development.

PSCO has agreed to six (6) proposed mitigation strategies:

1. Rowley Downs Trail Connection to Reata North
2. Olde Town Mid-block Trail Connection
3. Completion of Bradbury Hills Community Park
4. East/West Regional Trail Grade Separated Under Crossing at Jordan Road
5. Public Service Company Right-of-Way Vegetation Enhancement Program
6. Tree/Landscape Grant Program

Staff recommended that Town Council approve Resolution No. 16-051.

The following individuals gave testimony:

Brandon Dittman of Kissinger & Fellman, P.C., retained by the Town of Parker, explained the Town and State of Colorado’s interest in this project. Mr. Dittman stated that the Town could not consider: Noise, EMF, overall need for the project or rate the impact of the project.

They may consider: Need for facility, extent with local land use, engineering standards.

Michael Mansour of Exponential Engineering Company provided technical support to the Town staff regarding the project. They reviewed PSCO's CPPCN application and the PUC's approval. PSCO purchased the right-of-way in 1960 at which time there were no homes in the area.

Tom Williams, Engineer for the Town of Parker, reviewed the applications which were focused on construction of the facility, traffic, access erosion control, etc. He recommended conditions which are in Exhibit B of the resolution.

Patrick Mulready of the Town of Parker Planning Department, reviewed the process for this application.

Town Attorney Jim Maloney explained what the Town can do according to the statute. PSCO signed a Mitigation Agreement which is Exhibit A to the resolution, which includes the six (6) mitigation strategies. If this is denied, the proposed agreement would be null and void. The Town Council had three options: (1) Approve the application; (2) Approve with conditions; (3) Deny the application.

Derek Holscher, Public Service Company of Colorado, 1800 Larimer St., Denver, CO, gave the reasons why they need to add this transmission line.

**Public Comment:**

The following people were in favor of the project:

- Lisa Frahm, 15954 E. Tall Timber Lane
- Kim Bimeser, 9832 Spirit Ridge
- Sara Wahls, 9832 Paperflower Dr.
- Roger Branch, 9125 Rock Mountain Lane
- Chris Pitaniello, 7935 Forest Keep Circle
- Amy Meyers, 8000 Preservation Trail
- Charlene Sloan, 8445 Witez Ct.
- Brian Thorsen, 8375 Forest Haven Ct.
- Gene West, 7899 Forest Keep Circle
- Chip Seymour, 12277 Church Hill Ct.
- Heather Sarbaugh, 23956 E. Willow Brook Ave.
- Justin Vaughn, 12250 Church Hill Court
- Keith Newbrough, 12116 Elton Way
- Aaron Klehr, 8924 Crest View Dr.
- Lori Ridder, 8470 Hillside Circle
- Mary Freeman, 6965 Hill Court
- Greg Reese, 12124 Elton Way
- Mike Kevil, 9392 Lavender Ct.

The following individuals spoke against the project:

- Dale Brinker, 20130 Williamson Dr.
- Steve Hurt, 20817 E. Parliament Ct.
- Mike Roueche, 1142(?) Regency Ct.
- Bill Witwer, 15885 Savory Ct.
- Nate Becker, 15895 Savoy Circle
- Bernie Kruse, 11448 Cannonade Way
- Terry Dodd, 11450 Marlborough Dr.
- Cathy McCrann, 20597 E. Sheffield Ct.
- Pat Bender, 20576 E. Sheffield Ct.
- Ryan Aldridge, 22117 Pebble Brook
- David Fik, 148875 Haley Ave.
- Terry Rock, 20557 E. Regency
- Laurie Bender, 20866 E. Sussex Ct.
- Steve Bender, 20866 E. Sussex Ct.
- Isaac Hu (no address given)
- Tom W Ehrley, 11432 E. Regency Ct.
- Curtis Dale, 11523 Sagewood Lane
- Jonathan Erickson, 20191 Edinborough Pl.
- Ashley Benedict, 20863 E. Sussex Ct.
- Gregory Benedict, 20863 E. Sussex Ct.

The Public Hearing was closed at 11:02 p.m.

The Town staff and PSCO answered questions taken from the individuals who spoke at the hearing.

After deliberation, the Town Council made the following motion:

Renee Williams moved to approve Resolution No. 16-051.

Josh Martin seconded the motion.

The motion was approved 4-1. (Lewis voted no.)

The meeting was adjourned at 11:34 P.M.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor





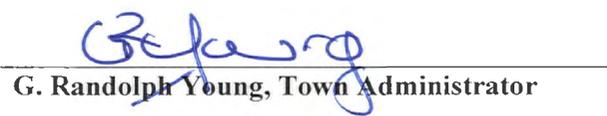
ITEM NO: 6B  
DATE: 07/05/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE:** RESOLUTION NO. 16-052 –A Resolution Supporting the Grant Application for the 2016 Connect Initiative from the State Board of the Great Outdoors Colorado Trust Fund for the completion of the East/West Regional Trail within the Town of Parker

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

  
Dennis R. Trapp, Project Administrator

  
G. Randolph Young, Town Administrator

**ISSUE:** Should the Town Council adopt a resolution supporting the Great Outdoors Colorado (GOCO) grant application for completion of the East/West Regional Trail?

**PRIOR ACTION:** None.

**FUNDING/BUDGET IMPACT:** If the grant is approved by GOCO, it will provide additional funding for the completion of the East/West Regional Trail within Parker from approximately Molsenbocker Road/Todd Drive to the Cherry Creek Trail.

**BACKGROUND:** GOCO is currently offering grant opportunities through their most recent program called “2016 Connect Initiative.” The 2016 Connect Initiative focuses on connecting existing trail gaps, constructing new high demand trail systems and providing increased access for youth and families to existing parks, open spaces, natural areas and environmental education opportunities. Approximately \$10 million is available through this grant cycle with nine applicants previously “pre-approved” to submit grant applications.

Douglas County, in conjunction with the Town of Parker, has been pre-approved to submit a grant in this cycle. Therefore we will be submitting a joint grant application in conjunction with Douglas County in the amount of \$2,000,000 for completion of the East/West Regional Trail. Based on the total number of miles of this trail yet to be completed, any grant proceeds approved by GOCO will be split between the County and the Town 80/20 (see attached map). In addition, if our grant application is approved, GOCO will require the approval of an IGA (Intergovernmental Agreement) memorializing the grant proceeds split between the County and the Town. We also had the opportunity to tour the East/West Regional Trail with GOCO Board members on June 28, 2016. Grants are due August 2, 2016, with grant awards by the GOCO Board on October 7, 2016.

**RECOMMENDATION:** Staff recommends approval of the attached resolution.

**PREPARED/REVIEWED BY:** Town Attorney, Recreation and Finance Departments

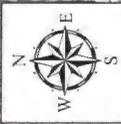
**ATTACHMENTS:**

1. Vicinity Map
2. Resolution No. 16-052

**RECOMMENDED MOTION:** "I move to approve Resolution No. 16-052, as a part of the consent agenda."

# East / West Trail Overview

## Cherry Creek Trail to I-25



Trail segment to be completed by Douglas County (4.10 miles +/-)

2017 construction (0.83 miles +/-)

**Legend**

-  Existing East / West Trail
-  2017 Trail Segment Constructed by the Town (Approx. 0.83 miles)
-  Future Trail to be Constructed by the County (Approx. 4.10 miles)
-  Cherry Creek Trail
-  Parker Town Boundary

# East / West Trail Overview

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2017 construction  
(0.83 miles +/-)

Trail segment to be completed  
by Douglas County (4.10 miles +/-)

**Legend**

- Existing East / West Trail
- 2017 Trail Segment Constructed by the Town (Approx. 0.83 miles)
- Future Trail to be Constructed by the County (Approx. 4.10 miles)
- Cherry Creek Trail
- Parker Town Boundary

RESOLUTION NO. 16-052, Series of 2016

**TITLE: A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR THE 2016 CONNECT INITIATIVE FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE COMPLETION OF THE EAST/WEST REGIONAL TRAIL WITHIN THE TOWN OF PARKER**

WHEREAS, the Town of Parker supports the Great Outdoors Colorado grant application for the East/West Regional Trail and, if the grant is awarded, the Town supports the completion of the project;

WHEREAS, the Town of Parker, in conjunction with the Douglas County Board of County Commissioners, has requested two million dollars (\$2,000,000) from Great Outdoors Colorado to complete the East/West Regional Trail (the "Project"); and

WHEREAS, the Town of Parker and the Douglas County Board of County Commissioners have agreed to share the proceeds of any grant proceeds based upon an 80% (Douglas County)-20% (Town of Parker) allocation, with such allocation memorialized in an Intergovernmental Agreement (IGA) between the County and the Town as required by Great Outdoors Colorado.

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

Section 1. The Town Council of the Town of Parker supports the application and has appropriated matching funds for a grant with Great Outdoors Colorado.

Section 2. If the grant is awarded, the Town supports the completion of the Project.

Section 3. The Town Council of the Town of Parker authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded.

Section 4. The project site is owned by the Town of Parker or the necessary easements and license agreements have been granted by the appropriate third parties.

Section 5. The Town recognizes that, as the recipient of a Great Outdoors Colorado grant, the Project site must provide reasonable public access.

Section 6. The Town will continue to maintain the East/West Regional Trail in a high quality condition and will, subject to annual budget and appropriation, budget the necessary funds for maintenance.

Section 7. If the grant is awarded, the Town hereby authorizes the Mayor of the Town of Parker to sign the grant agreement with Great Outdoors Colorado.

Section 8. This Resolution will be in full force and effect from and after its passage and approval.

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

TOWN OF PARKER, COLORADO

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

ATTEST:

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





ITEM NO: 6C  
DATE: 07/18/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: RESOLUTION NO. 16-053 – A Resolution Accepting the Conveyance of an Easement Agreement from LTF Real Estate Company, Inc. for Lot 2, Block 1, Crown Point Filing 1, 11<sup>th</sup> Amendment**

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

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

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

**ISSUE:**

This item accompanies a resolution accepting conveyance of an easement from LTF Real Estate Company, Inc. for a new traffic signal at the Parker Adventist Hospital's main entrance on Crown Crest Boulevard. This agreement covers the necessary easement on the northwest corner of the intersection, on Lot 2, Block 1, Crown Point Filing 1, 11<sup>th</sup> Amendment property.

**PRIOR ACTION:**

N/A

**FUNDING/BUDGET IMPACT:**

Funding for the construction of the proposed traffic signal is part of the approved 2016 budget.

**BACKGROUND:**

In early 2016, Engineering Department staff engaged a traffic engineer to design a proposed traffic signal at the Crown Crest Boulevard intersection with the Parker Adventist Hospital/Life Time Fitness access roadways. While Crown Crest Boulevard is a Town owned roadway (public right-of-way), the access roadways to the north and south are private roadways. In order to construct and maintain the proposed traffic signal, permanent easements are needed north and south of this intersection due to this private roadway configuration.

The northwest corner of this intersection is owned by LTF Real Estate Company which is a division of Life Time Fitness. This resolution accepts the conveyance of the easement at this northwest corner of the intersection.

The other three corners of the intersection are owned by PorterCare Adventist Health Systems. Staff is working with representatives of PorterCare Adventist Health Systems to obtain the necessary easements on this property and expect to reach an agreement in the near future.

**RECOMMENDATION:**

Staff recommends that Town Council approve the resolution accepting the conveyance of an easement agreement from LTF Real Estate Company to the Town of Parker.

**PREPARED/REVIEWED BY:**

Chris Hudson, CIP and Construction Manager; Jim Maloney, Town Attorney

**ATTACHMENTS:**

1. Vicinity Map
2. Resolution
3. Easement Agreement (8 pages)(Exhibit to the resolution)

**RECOMMENDED MOTION:**

"I move to approve Resolution 16-053, as a part of the consent agenda."

# Crown Crest Blvd Hospital Access Traffic Signal Vicinity Map



RESOLUTION NO. 16-053, Series of 2016

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN EASEMENT AGREEMENT FROM LTF REAL ESTATE COMPANY, INC., FOR LOT 2, BLOCK 1, CROWN POINT FILING 1, 11<sup>TH</sup> AMENDMENT**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement from LTF Real Estate Company, Inc., for Lot 2, Block 1, Crown Point Filing 1, 11<sup>th</sup> Amendment;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests from LTF Real Estate Company, Inc., for Lot 2, Block 1, Crown Point Filing 1, 11<sup>th</sup> Amendment, as provided in the Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

TOWN OF PARKER, COLORADO

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

ATTEST:

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

**EASEMENT AGREEMENT**

This Easement Agreement (the "Easement Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between LTF Real Estate Company, Inc., 2902 Corporate Place; Chanhassen, MN 55317 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of constructing and operating a traffic signal to regulate traffic at the intersection of Crown Crest Boulevard and Parker Adventist Hospital/Life Time Fitness Access in the Town of Parker, on and through the property more particularly described and depicted in **Exhibit A** attached hereto ("Easement Property"), and incorporated herein by this reference; and

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

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) paid by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. The Grantor hereby grants to Grantee an easement for a traffic control signal, including the maintenance and repair of such signal and appurtenances thereto, in, under, through, and across the Easement Property. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to the operation and maintenance of the Easement Property such as trees, asphalt and sidewalks so long as Grantee replaces such impediments upon completion of construction of the traffic signal light. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Infringement and Correction. Grantee is hereby given and granted possession of the above-described Easement Property, and the Grantor covenants and agrees that no structure, fixture, improvement, or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on or through the above-described Easement Property. The Grantor further covenants and agrees that in the event the terms of this

paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from Grantee, after which Grantee shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor, upon receipt of an invoice for such work, shall promptly pay the actual costs thereof.

4. Operation and Maintenance. The operation and maintenance of the traffic signal on the Easement Property shall be the responsibility of the Grantee.

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

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act,

and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

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

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

11. Miscellaneous.

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

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



GRANTEE

**TOWN OF PARKER**

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

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

EXHIBIT A

**EXHIBIT A**  
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2006107433 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 2 WHENCE THE EASTERLY LINE OF SAID LOT 2 BEARS NORTH 05°31'19" EAST, WITH ALL BEARINGS HEREON REFERENCED THERETO, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 622.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°41'41" EAST;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'41", AN ARC LENGTH OF 50.06 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NON-TANGENT TO SAID CURVE NORTH 05°31'19" EAST, A DISTANCE OF 10.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 612.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 10°23'04" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'29", AN ARC LENGTH OF 15.04 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 05°31'19" EAST, A DISTANCE OF 50.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 562.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 09°17'03" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'15", AN ARC LENGTH OF 35.03 FEET TO THE EASTERLY LINE OF SAID LOT 2;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY LINE SOUTH 05°31'19" WEST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.052 ACRES, (2,252 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



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

# ILLUSTRATION TO EXHIBIT A

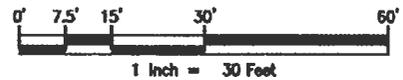
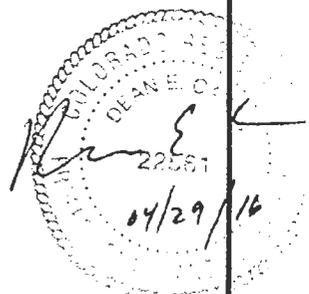
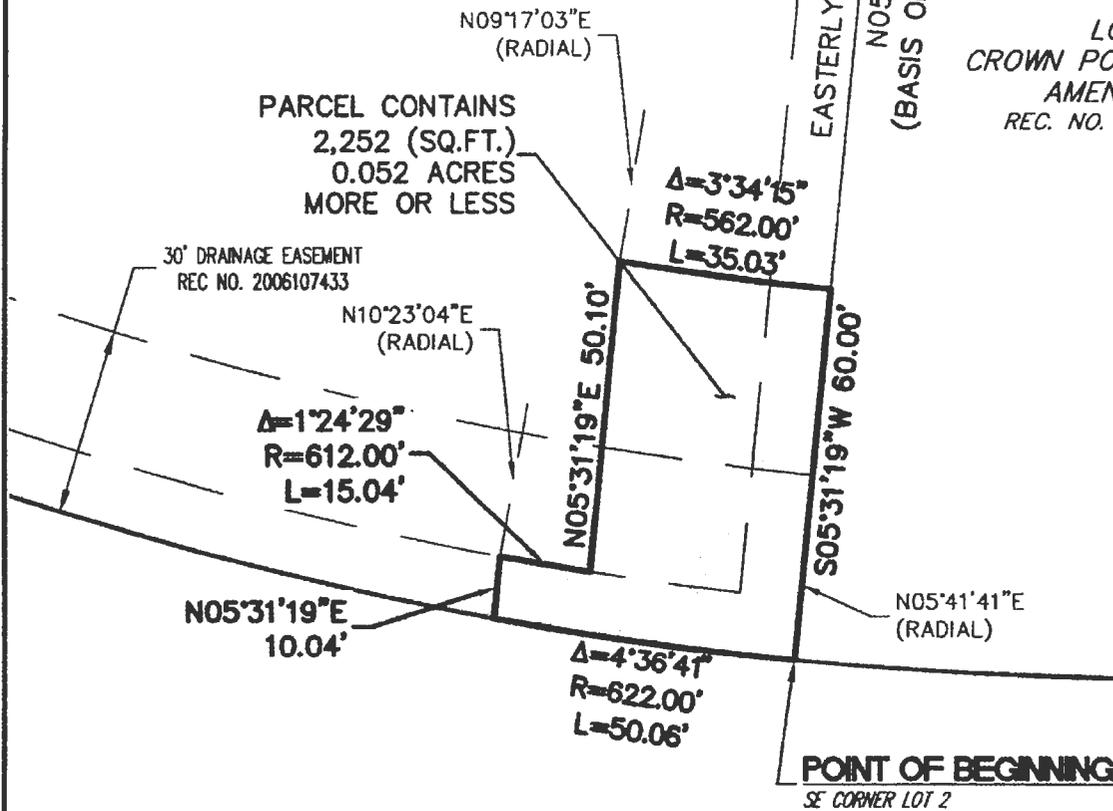
NW 1/4 SEC. 10,  
T.6S., R.66W., SIXTH P.M.

LOT 2, BLOCK 1  
CROWN POINT FILING 1,  
11TH AMENDMENT  
REC. NO. 2006107433

10' UTILITY EASEMENT  
REC NO. 2006107433

LOT 1  
CROWN POINT F#1 9TH  
AMENDMENT  
REC. NO. 2005113942

PARCEL CONTAINS  
2,252 (SQ.FT.)  
0.052 ACRES  
MORE OR LESS



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

PATH: Q:\24916-10\DWG  
 DWG NAME: L281 CROWN PT FL 11TH AMND ESMT  
 DWG: BJM CHK: DEC  
 DATE: 04-28-2016  
 SCALE: 1" = 30'



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

**EXHIBIT A**  
 NW 1/4 SEC. 10, T6S, R66W, 6TH P.M.  
 DOUGLAS COUNTY, COLORADO  
 JOB NUMBER 24916-10 2 OF 2 SHEETS





ITEM NO: 6D  
DATE: 07/18/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE:** RESOLUTION NO. 16-054 – A Resolution to appoint the Chair, fill a vacancy, and to appoint an Alternate to the Parker Creative District Executive Committee

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

*Elaine Mariner*

Elaine Mariner, Cultural Director

*G. Randolph Young*

G. Randolph Young, Town Administrator

**ISSUE:**

The Parker Creative District Executive Committee has one regular member vacancy due to the death of Naioma Walberg, and two alternate vacancies that have not yet been filled. The Chair position is also vacant.

**PRIOR ACTION:**

None

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

In 2015, the Town Council passed Ordinance No. 1.447, establishing the Parker Creative District. In February 2015, Town Council passed a Resolution setting the number of Executive Committee members to five (5), plus two (2) alternates. The Executive Committee had five regular members until the recent passing of Chair Naioma Walberg. Both of the Alternate positions have been vacant since the Committee was formed. The Executive Committee recommends that Theresa Hawkins-Garcea, owner of Victoria Marie Jewelers in downtown Parker, be appointed to fill the regular member vacancy. Theresa has been actively participating in the monthly Creative District meetings, and the Executive Committee believes she would be an excellent liaison between the Creative District and the Downtown Business Association. The Executive Committee also recommends that Carm Fogt be appointed to fill one of the Alternate vacancies. Carm is a professional artist and serves as Vice President of the Parker Artist Guild (PAG) board. The Executive Committee believes she would be the perfect liaison with the PAG, an important partner group. Lastly, the Executive Committee recommends that Brian Dickman be appointed Chair. Brian was appointed to the Committee when it was formed in 2015 and has been a valuable contributor and active member of the Committee since its formation.

**RECOMMENDATION:**

Approve the Resolution.

**PREPARED/REVIEWED BY:**

Elaine Mariner, Cultural Director and Jim Maloney, Town Attorney

**ATTACHMENTS:**

Resolution No. 16-054

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 16-054, as part of the consent agenda."

RESOLUTION NO. 16-054, Series of 2016

**TITLE: A RESOLUTION TO APPOINT THE CHAIR, FILL A VACANCY, AND TO APPOINT AN ALTERNATE TO THE PARKER CREATIVE DISTRICT EXECUTIVE COMMITTEE**

WHEREAS, there has been a vacancy created of one (1) regular member on the Parker Creative District Executive Committee (the "Committee");

WHEREAS, the Town Council of the Town of Parker desires to fill the vacancy on the Committee, as described herein;

WHEREAS, the Town Council desires to appoint an alternate member, as described herein; and

WHEREAS, the Town Council desires to appoint the Chair for the Committee.

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

Section 1. The Town Council of the Town of Parker hereby appoints Brian Dickman, as Chair of the Committee.

Section 2. The Town Council of the Town of Parker hereby appoints Teresa Hawkins-Garcea as a regular member to the Committee to fill the vacancy for the term ending December 31, 2016, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 3. The Town Council of the Town of Parker hereby appoints the following alternate member to the Committee, as described in Exhibit A, for a one-year term.

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

TOWN OF PARKER, COLORADO

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

ATTEST:

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

**EXHIBIT A**

1. Three (3) Regular Parker Creative District Executive Committee for a term up to and including December 31, 2016.

- a. Brian Dickman
- b. Brad Howard
- c. Teresa Hawkins-Garcea

2. Two (2) Regular Parker Creative District Executive Committee for a term up to and including December 31, 2017.

- a. Sara Crowe
- b. Kelly Benson

3. Two (2) Alternate Parker Creative District Executive Committee for a term up to and including December 31, 2016.

- a. Carm Fogt
- b. \_\_\_\_\_

4. Ex Officio Member.

Elaine Mariner, Cultural Director





ITEM NO: 6E  
DATE: 07/18/2016

## REQUEST FOR TOWN COUNCIL ACTION

**TITLE: Parker Consolidated School Restoration Project – Phase II-B Contract Modification**

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

*Elaine Mariner*

Elaine Mariner, Cultural Director

*G. Randolph Young*

G. Randolph Young, Town Administrator

### ISSUE:

Award of a contract modification with Wattle & Daub Contractors for the Parker Consolidated School, Phase II-B restoration work on the Parker Consolidated School (Mainstreet Center).

### PRIOR ACTION:

In May 2014, Town Council approved the State Historic Fund grant contract for Phase I to fund restoration work on the front windows and entrance at the Parker Consolidated School (Mainstreet Center). On March 2, 2015, Town Council approved a resolution approving a competitive proposal process for this project. Town Council approved the award to Wattle & Daub Contractors on March 16, 2015, for Phase I work. In April 2015, Town Council approved the State Historic Fund grant contract for Phase II for basement work. On November 16, 2015, Town Council approved the Phase II-A agreement. Then on January 19, 2016, and February 16, 2016, the Council approved contract modifications to the Phase II-A agreement. Last Town Council action on this project was on March 7, 2016, when Wattle & Daub Contractors was awarded Phase II-B.

### FUNDING/BUDGET IMPACT:

Funding for this work has been appropriated.

### BACKGROUND:

Phase I has been completed. With the exception of hanging cabinet doors, Phase II-A has been also been completed. Phase II-B which includes major items such as rehabilitation of the entire basement, mechanical and electrical upgrades is progressing with much of it completed. Drywall installation is underway which will be followed by painting and hanging doors. The two new hydronic boilers will also installed soon. When rehabbing historic buildings, unforeseen and hidden items tend to appear and the project evolves. Consequently, several needed adjustments are necessary which require change orders. Amongst these new major items are removal and replacement of the hallway concrete slab, removal and replacement of floor joists and additional

flooring, removing and concealing sprinkler pipes, rehabbing and upgrading electrical, removing and repairing the east wall plaster, boiler removal, acoustic insulation, dry zoning the foundation, adding four electric radiators, adding a boiler room sink, and removing and replacing the top portion of boiler room concrete floor. Staff has analyzed and reviewed all associated pricing and feels it is reasonable. Wattle & Daub has been excellent with the earlier restoration work and contracting with them to complete the remaining basement work will result in the basement being completed in the fall of 2016.

**RECOMMENDATION:**

Award the contract modification with Wattle & Daub Contractors in the amount of \$78,652 for the Parker Consolidated School Restoration Project, Phase II-B for a revised total contract of \$594,720.

**PREPARED/REVIEWED BY:**

Thomas Gill, Associate Project Manager  
Elaine Mariner, Cultural Director

**ATTACHMENTS:**

None

**RECOMMENDED MOTION:**

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





# TOWN ADMINISTRATOR'S REPORT

*July 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](mailto:townadministrator@parkeronline.org)



## Parker "Foodie" FAM Trip

The Town hosted its first Media "Foodie" FAM trip on June 30 and it was a success! The goal of this trip was to promote Parker as a worthwhile visitor destination by proactively showcasing its best qualities, including a robust food scene, to area food reporters and bloggers. Barnhart and Communications Department staff were joined for the day by three area reporters.

The Mayor welcomed the guests to Parker, after which the group was graciously hosted by Parker Garage, Indochine Cuisine, Elevation 5900, Vines Wine Bar and Nomelie Cupcakes. Each of the participating businesses offered samplings of their best dishes and drinks, which were extremely well received by our guests. We also provided them with a variety of Town publications and information highlighting all of the fun things that happen in Parker throughout the year.



# COMMUNICATIONS

## Project Updates

### Parker "Family" FAM Trip

- We are in the process of pitching individualized FAM trips for journalists with families for July and August, with a goal of letting them experience the great summer events and activities that Parker has to offer!

### Website Visitors Section

- A "Visitors" section has been added to the Town website, which includes changes to the main navigation of the Town site to make it easier for website users to find all of the great things there are to do in Parker! The section can be found at [www.ParkerOnline.org/Visit](http://www.ParkerOnline.org/Visit).

### Digital Visitor's Guide

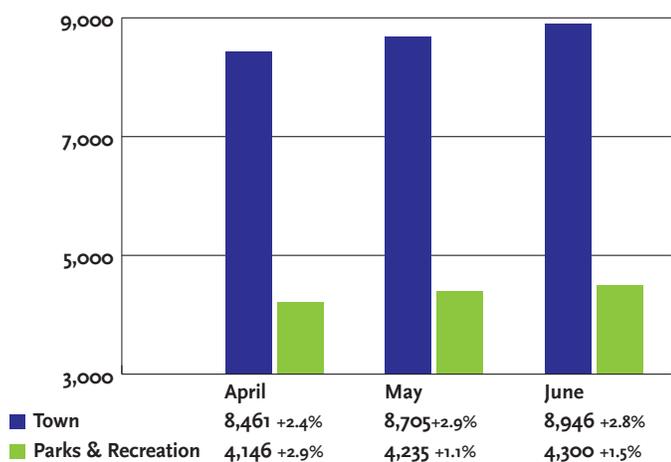
- The content for a digital Visitor's Guide is in the process of being finalized. Once the final changes are made, this will be added to the Town website and promoted through social media.

### Event Recaps

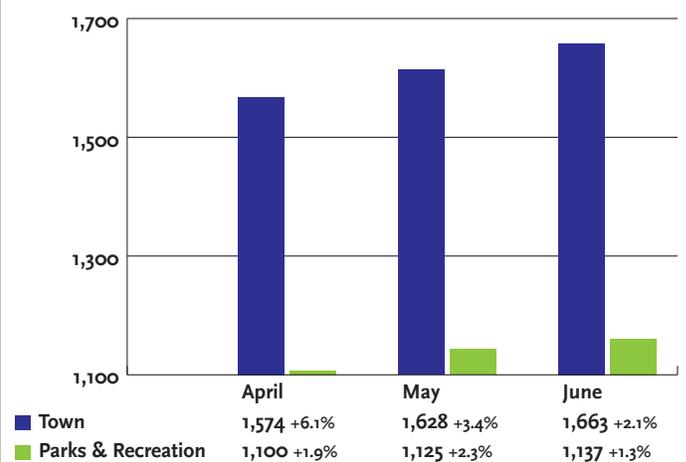
- Our annual Bike to Work Day breakfast station was again a popular destination with more than 300 riders stopping by on June 22.
- More than 8,000 people celebrated July 4 with at our annual Let Freedom Sing event. We parked 1,387 cars on site and also had an increase in foot traffic and fireworks viewing outside of the park.

## Social Media Corner

### Facebook Followers - Monthly Comparison



### Twitter Followers - Monthly Comparison





# COMMUNITY DEVELOPMENT

## Major Administrative Approvals - June 2016

|   |                                     |
|---|-------------------------------------|
| <b>Town of Parker</b>   | <b>19650 E. Mainstreet</b>          |
| <b>Proposal:</b> Site Plan amendment to demolish the non-historic gym addition to the Schoolhouse.  |                                     |
| <b>TRAKiT ID:</b> SP16-043  | <b>Approval Date:</b> June 30       |
| <b>Park 64 Apartments</b>   | <b>Victorian Drive</b>              |
| <b>Proposal:</b> Site Plan for 64 Multi-Family Residential Development on Victorian Drive in Downtown Parker.   |                                     |
| <b>TRAKiT ID:</b> SP15-074  | <b>Approval Date:</b> June 14       |
| <b>Reata Ridge Realty Partners</b>  | <b>NE Corner Parker/Stroh Roads</b> |
| <b>Proposal:</b> Final Plat request to create 91 single family residential lots and six commercial pad sites on 52.9 acres at the northeast corner of Stroh Road and Parker Road. |                                     |
| <b>TRAKiT ID:</b> SP16-043  | <b>Approval Date:</b> June 30       |

## Building Division Statistics - June 2016

|   |  |
|---|--|
| <b>Single-Family Permits: 41</b><br>(112 total in 2016)<br>\$14,745,895 valuation<br>(\$40,168,261 total in 2016)   | <b>Other Permits: 237</b><br>(1,052 total in 2016)<br>\$1,167,663 valuation (\$5,170,048 total in 2016)      |
| <b>Multi-Family Permits: 0</b><br>(0 total for 0 units in 2016)<br>\$0 valuation (\$0 total in 2016)                | <b>Total Permits: 349</b><br>(1,531 total in 2016)<br>\$18,052,638 valuation<br>(\$90,471,411 total in 2016) |
| <b>Commercial Permits (New): 1</b><br>(22 total in 2016)<br>\$349,229 valuation (\$35,510,373 total in 2016)        | <b>Inspections: 2,457</b><br>(13,533 total in 2016)  |
| <b>Commercial Permits (Remodel): 70</b><br>(345 total in 2016)<br>\$1,789,851 valuation (\$9,622,730 total in 2016) | <b>2016 Total Valuation: \$90,471,411</b>  |

## Comprehensive Planning

### Parker Road Corridor Plan

The Town and Logan Simpson are well underway for the outreach for the Parker Road Corridor Plan. The Logan Simpson team has held a series of interviews with stakeholders and will be attend events over the summer to have conversations with the public regarding this very important transportation corridor. Please visit the website at [www.ParkerRoadPlan.com](http://www.ParkerRoadPlan.com) to get the latest updates and to see the public survey. This first phase of public outreach and information gathering will continue through September when alternative development and evaluation will begin.

### Free Call-n-Ride

The Town, in coordination with RTD, will be offering free Call-n-Ride bus rides in Parker July 1 through Aug. 30, 2016. The Town developed this free program to help increase ridership on the Parker Call-n-Ride in an ongoing effort to retain the service for our residents. Historically, the summertime has had reduced ridership and the Town hopes to increase summer ridership with this program. This is a great opportunity for teenagers and seniors to get around Town without having to drive or be driven.

### Sign Code

The Town is continuing to refine amendments to the sign code to respond to a recent U.S. Supreme Court case, Reed vs. Town of Gilbert. The proposed code amendment will remove content-based sign types and replace them with content-neutral sign types and definitions. For example, the current content-based sign types such as election signs, residential entrance signs and governmental flags, are content-based, where the new sign code will only include categories such as temporary signs, permanent signs, building signs and freestanding signs. To the greatest extent possible, the Town has attempted to keep the current setbacks, scale and size requirements consistent with the current code as a part of this phase of updates.

# COMMUNITY DEVELOPMENT - CONT'D

## Development Review - Project Updates

### Major Active Development Projects

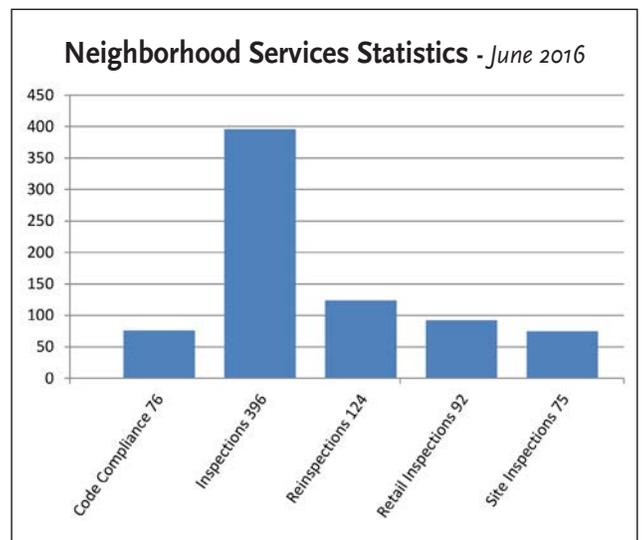
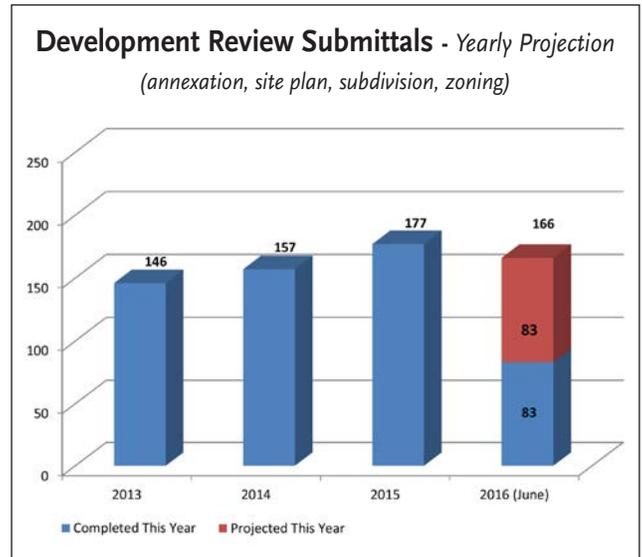
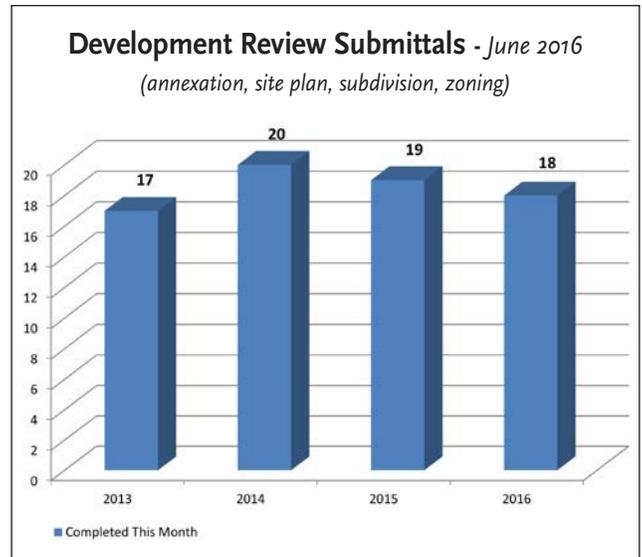
- Enclave Disc Golf/Dog Park – Site Plan
- Maclachlan Arby's Remodel – Site Plan
- Meadowlark Zoning and Annexation – New Residential
- Parker Keystone Commercial – Site Plan/Replat
- Pawnee-Daniels Park 345kV Transmission Line
- Reata North Filing 12 – New Residential
- Twenty Mile Gun Range – Site Plan
- Watermark II Multi-Family – Site Plan
- Saint John Extended Stay Hotel – Site Plan
- Westcreek Multi-Family (**New Project**)
- American Academy (**New Project**)
- The Schoolhouse Non-Historic Gym Demolition (**New Project**)
- Parker Hilltop Health Care/Emergency Care Clinic (**New Project**)
- Parker Taphouse (**New Project**)

### Major Projects Under Construction

- Advanced Auto – Hess Road and Parker Road
- 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
- Vantage Point Multi-Family

## Project Focus: Westcreek Apartments

Currently under review at the northwest corner of Twenty Mile Road and Pine Lane is a 184-unit multi-family for rent residential development featuring seven residential buildings, a clubhouse building and surface parking. The proposed structures will consist of three-story walk-up style buildings and three-story townhome style buildings designed with attached garages with internal access.





## CULTURAL DEPARTMENT

### June Box Office Highlights

Tickets for 2016/2017 are only available to Family Circle Members at the moment, but so far, the big sellers have been:

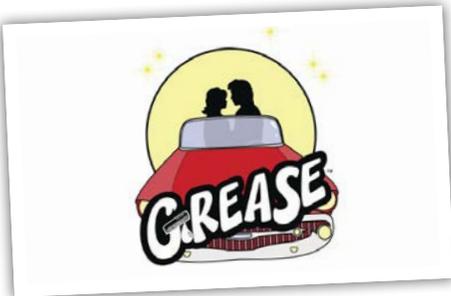
- Wynonna and the Big Noise (pictured at right)
- Rusted Root
- The Manhattan Transfer and Take 6 present “The Summit”
- Disney’s Beauty and the Beast
- Cirque Montage (pictured at right)

Season Brochures are in the mail now. Tickets go on sale to the general public Aug. 1.



### Production

- The Parker Arts summer musical production of Grease opens July 15. To date, capacity for the entire run is about 76 percent sold.
- In these productions, Parker Arts always strives to include the community, and this musical is no exception. High school and college students who are home on summer break have been cast.



### Education Update

Parker Arts remounted the student and family production of Stuart Little for summer camp organizations, including our own Fieldhouse Day Camp, which had to make a last-minute transportation change for a local field trip. PACE Center was available with a family show to accommodate their urgent needs. A total of 431 seats were sold to this summer student production!



### Operations

- At the Season Announcement gathering on June 23, Parker Arts Members were introduced to two new drinks that will be featured in the upcoming season. Spamalot attendees can look forward to “The Bloody Black Knight,” a blood orange variation of a classic Paloma. The Enchanted Rose,” fancy pink lemonade, will be featured throughout the run of Beauty and the Beast.
- The June 29 Patio Party featured a new special with 5 Coronitas in a metal pail. Parker Arts continues to welcome the warm summer weather with ice cold refreshments!

### Community Funding

#### Memberships

- New and renewing memberships for June totaled \$14,500.

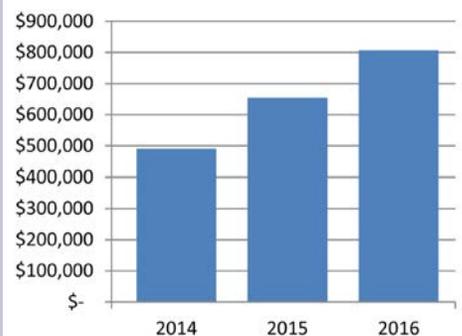
#### Season Announcement Party

- The annual event was held June 23 at the PACE Center with roughly 200 Family Circle Members in attendance. Ticket Sales to upcoming season shows totaled \$16,865 and membership sales for the evening totaled \$3,850 with several members upgrading to higher levels.

#### Grants

- Colorado Creative Industries annual Colorado Creates application was submitted in June to request \$10,000 for general operating support for the 2016/2017 season.

### YTD Ticket Revenue - as of June 30





## ECONOMIC DEVELOPMENT

### Economic Indicators

The Town of Parker's economy continued to see growth from 1st quarter 2015 to 1st quarter 2016.

Commercial vacancy rates continue to decline. The average direct vacancy saw a decline at the end of 1st quarter 2016 to 4.77%, which represents a decline of 1.57% from 1st quarter 2015. The decline

in vacancy rates has begun to flatten out from previous quarterly reports; this flattening may be due to limited growth in the office and industrial/flex sectors.

In 2016, we have added multi-family data to the Economic Indicators report due to the increase in multi-family development in Parker. The high vacancy rate we saw

in 1st quarter 2016 when compared to the previous years is deceiving based on the new product that came on line during the first quarter. The vacancy rate will be monitored to determine if there is truly a vacancy rate issue or if the rates are dramatically changing due to new units being available for rent.

| Commercial                                     |           |           |                 |            |              |             |
|--|-----------|-----------|-----------------|------------|--------------|-------------|
|  | Parker    |           | Southeast Metro |            | Metro Denver |             |
|  | 2016 - Q1 | 2015 - Q1 | 2016 - Q1       | 2015 - Q1  | 2016 - Q1    | 2015 - Q1   |
| Total Existing Office Square Footage           | 1,116,075 | 1,116,075 | 23,906,315      | 23,938,704 | 164,023,657  | 162,303,092 |
| Office Vacancy Rate                            | 9.20%     | 8.70%     | 10.80%          | 9.40%      | 10.10%       | 11.20%      |
| Office Rental Rate - median                    | \$26.27   | \$23.26   | \$22.05         | \$21.62    | \$20.71      | \$20.30     |
| Total Existing Retail Square Footage           | 4,191,316 | 4,010,823 | 14,471,237      | 14,128,423 | 148,359,336  | 147,941,754 |
| Retail Vacancy Rate                            | 3.70%     | 4.40%     | 3.30%           | 4.00%      | 5.20%        | 5.60%       |
| Retail Rental Rate - median                    | \$18.11   | \$17.41   | \$18.61         | \$18.23    | \$15.80      | \$15.36     |
| Total Existing Industrial/ Flex Square Footage | 800,958   | 800,958   | 14,540,994      | 14,438,794 | 222,498,523  | 221,757,806 |
| Industrial/ Flex Vacancy Rate                  | 1.40%     | 5.90%     | 5.70%           | 7.30%      | 3.60%        | 3.60%       |
| Industrial/Flex Rental Rate- median            | \$10.64   | \$10.03   | \$10.40         | \$9.48     | \$7.73       | \$6.96      |

| Residential and Labor Force   |           |           |              |           |
|-------------------------------|-----------|-----------|--------------|-----------|
|                               | Parker    |           | Metro Denver |           |
|                               | 2016 - Q1 | 2015 - Q1 | 2016 - Q1    | 2015 - Q1 |
| Residential Building Permits: | 46        | 92        | 4,470        | 3,931     |
| - Single Family               | 46        | 92        | 2,502        | 2,015     |
| - Multi Family                | 0         | 0         | 1,968        | 1,916     |
| Median Home Price             | \$429,950 | \$375,000 | \$357,000    | \$330,000 |
| Median Condo/Townhome Price   | \$214,000 | \$215,000 | \$227,500    | \$196,900 |
| Labor Force                   | 28,487    | 27,750    | 1,525,443    | 1,491,624 |
| Unemployment Rate             | 2.90%     | 3.70%     | 3.30%        | 4.40%     |

| Multifamily                       |           |           |                 |           |              |           |
|-----------------------------------|-----------|-----------|-----------------|-----------|--------------|-----------|
|                                   | Parker    |           | Southeast Metro |           | Metro Denver |           |
|                                   | 2016 - Q1 | 2015 - Q1 | 2016 - Q1       | 2015 - Q1 | 2016 - Q1    | 2015 - Q1 |
| Total Existing Multi Family Units | 956       | 956       | 32,651          | 31,668    | 276,219      | 269,039   |
| Multi Family Vacancy Rate         | 9.50%     | 2.20%     | 6.30%           | 6.80%     | 5.30%        | 4.10%     |
| Average rent per unit             | \$1,381   | \$1,346   | \$1,329         | \$1,279   | \$1,213      | \$1,136   |

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



## ENGINEERING AND PUBLIC WORKS

### 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

Work is currently focusing on the roadway and streetscaping improvements in advance of the library's anticipated temporary closure for stocking (mid-to-late July). PACE Center Drive and Pine Drive are scheduled to be completed in early July, followed by the remainder of the streetscaping improvements. The project is tracking for a mid-summer completion in advance of the Douglas County Library's scheduled opening.

### Chambers Widening Project

#### Chambers Road Widening

- Widening of Chambers Road between Hess Road and Mainstreet

The roadway construction has commenced with earthwork operations and storm drainage improvements underway. Bridge construction commenced in May and the southern portion of the project is anticipated to be asphalt paved in July. 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 conversion work was substantially completed in June.

#### Cottonwood Drive Widening

- Widening of Cottonwood Drive between Jordan Road and Cottonwood Way

The funding for design of this project was appropriated as part of the 2016 budget. Design work has begun. 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 competitive bidding process was completed in April and the contract awarded by Town Council in May. The contractor on the project is anticipating beginning work in July.

### Roadway Reconstruction

- Street repairs to various locations in Town

The eastbound lanes of Mainstreet between the commercial access at the southwest corner of Jordan Road and the Motsenbocker Road intersection will be reconstructed as asphalt pavement. Construction has commenced with the Mainstreet lane reduction to one lane in each direction completed in late June with an approximate two-month duration to complete the reconstruction of the south side of Mainstreet roadway pavement. The project also includes concrete pavement maintenance and diamond grinding on Jordan Road and Mainstreet west of Jordan.

### 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 and the slurry/chip seal contract portion of the resurfacing work was awarded in March. Concrete work is now underway. The overlay and slurry/chip seal portion of the project is anticipated to start in the June for the asphalt overlay portion and July for the slurry/chip seal portion. Asphalt overlay is anticipated to be completed in late June and slurry/chip seal is anticipated to be finished in August.

# ENGINEERING AND PUBLIC WORKS - CONT'D

## 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 (Public Service Company of Colorado) for construction of this segment of trail. The competitive bidding of the project began in late April following approval by FEMA for the Newlin Gulch floodplain crossing. It is anticipated that Town Council will review the potential award of project at the June 20 Town Council meeting. Construction is anticipated to commence in late summer of 2016 and be completed in late 2016.

### Bradbury Trail

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

Construction is underway with an anticipated completion in late July.

### East-West Trail - Phase III

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

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

### EastMain Park/Plaza

- 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 in winter 2016. ▶

### Stroh Soccer Park Parking Lot

- Construction of an additional parking lot on the west side of the soccer park

The project was competitively bid in March and Town Council awarded the project in April. Construction on the project has begun and is anticipated to be completed in late July during the park's off-season.

## 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

Major construction work has been completed and the project is currently in the re-vegetation stage. Final re-vegetation and substantial completion is anticipated to be finished by the end of July, weather permitting.



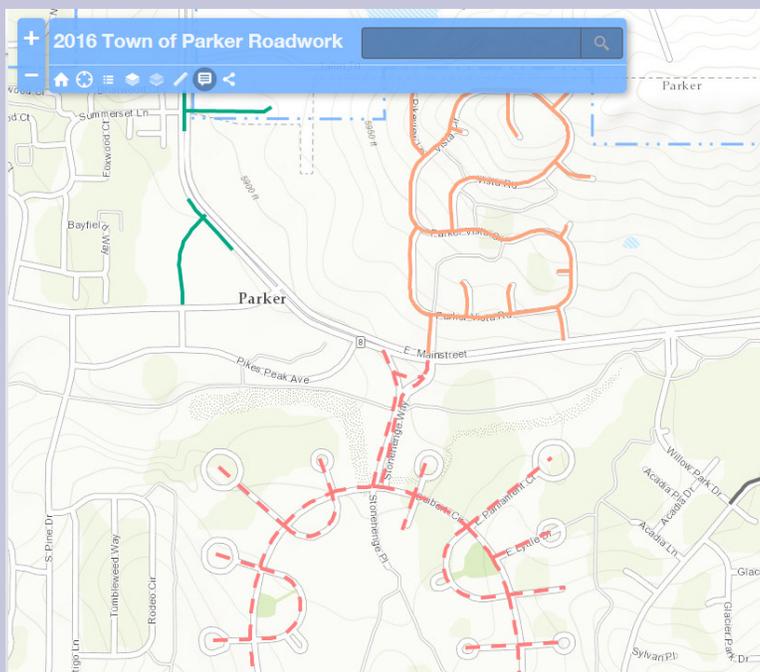
## New Streets Maintenance Map

The Streets Division and GIS Division have teamed up to develop a new online map to better inform residents about planned street maintenance activities.

If you see orange cones in your neighborhood and are curious about planned construction, you can check the Town of Parker Public Works Street Maintenance webpage and zoom into your street or neighborhood for more information. This new tool includes links that are optimized for both desktop browsers and mobile devices.

Not all work zones will ultimately relate to Town of Parker projects. Other entities, wet utilities, developers and telecommunications companies may also perform work within public rights-of-way, as well.

To check out this new resource, visit [www.ParkerOnline.org/StreetProjects](http://www.ParkerOnline.org/StreetProjects).





## Sports

- The 2016 Chauncey Billups Academy was attended by over 150 children who received top-notch basketball instruction from the excellent coaching staff. Chauncey Billups and special guest coach Emmanuel Mudiay were at the Fieldhouse working with the kids each day and took photos and signed autographs for all camp participants. ▼



## PARKS AND RECREATION

### Recreation Center

- The recent expansion of the Recreation Center resulted in significant improvements to the exterior and interior using modern high quality finishes. During the recent annual maintenance closure, the facility saw the replacement of a number of old and damaged doors, we replaced carpet and installed new LED lighting to several areas of the facility adding a brighter and “greener” alternative.
- Another exciting addition is the public art installed in the new leisure pool area. The pieces, designed and installed by artist Mario Miguel Echevarria, portrays imaginative species of Colorado wildlife such as trout and turtles with children interacting with them.



- Summer pickleball is in full swing on the outdoor inline rinks at the Recreation Center. Due to Day Camp conflicts at the Fieldhouse, pickleball participants relocate outdoors and also to the auxiliary gym. The program continues to grow as more and more people discover the game. ▼



### Membership Update

A summary of passes and memberships sold through June 2016 continue to show strong participation in recreation facilities.

| Pass Type                | January    | February   | March      | April      | May        | June       |
|--------------------------|------------|------------|------------|------------|------------|------------|
| 3 Months                 | 50         | 53         | 49         | 43         | 116        | 62         |
| 6 Months                 | 65         | 31         | 35         | 36         | 32         | 27         |
| 6 Month Fitness          | 11         | 7          | 4          | 11         | 2          | 5          |
| Annual                   | 169        | 175        | 177        | 154        | 141        | 129        |
| Annual Fitness           | 12         | 19         | 9          | 5          | 11         | 11         |
| Annual Plus H2O          | 50         | 61         | 58         | 73         | 59         | 68         |
| H2o Season Passes        | 0          | 0          | 0          | 31         | 10         | 27         |
| 10 Visit                 | 138        | 109        | 144        | 116        | 96         | 78         |
| 20 Visit                 | 175        | 221        | 225        | 227        | 299        | 209        |
| Silversneakers/PRIME     | 151        | 79         | 63         | 64         | 59         | 40         |
| Cancerfit                | 2          | 5          | 5          | 1          | 5          | 3          |
| <b>Total Passes Sold</b> | <b>823</b> | <b>760</b> | <b>769</b> | <b>761</b> | <b>830</b> | <b>659</b> |

- The Parks and Recreation Department received a \$150 donation from the 8-10 boys spring soccer team for the scholarship fund. Volunteer coach Marc Hossack sent a card containing a check with signatures from each of the families from the team who contributed. He indicated that he hopes to begin a new tradition of contributing to the fund from the teams he coaches.



## POLICE DEPARTMENT



### 9-1-1 For Kids

On Saturday, June 25, the Parker and Lone Tree Communications Center hosted more than 70 Parker children in their 9-1-1 For Kids class. Communications Technician Kristy Souser taught the importance of 9-1-1 and knowing how to use it if you have an emergency.

### DUI Saturation Shifts

In an effort to catch drunk drivers, DUI saturation shifts were held over the Fourth of July weekend. Officers made two DUI arrests over the holiday weekend.

### A Busy Time on the 4th

Over the Fourth of July weekend, Parker Police took 536 calls for service. Nearly 25 percent of those, 127, were fireworks complaints.

### Cops and Bobbers

Parker Police hosted more than 150 kids Saturday, June 18 at their first annual Cops and Bobbers event. Officers taught kids how to cast a line before they headed to the stocked pond. All kids were allowed to keep any fish they caught, in addition to their fishing poles. Channel 9, Channel 4 and MSN.com carried video of the event. ▲

### Special Visitor

The Parker Police Department had a special visitor in June. Ever since Robert was a small child, he loved police officers. Everywhere he goes, he wants to visit police departments and meet the officers that work there. He has over 8,000 business cards from various police officers throughout the United States. He was very excited to add to his collection with cards from Parker officers, who also gave him a signed T-shirt. ▲

Robert is a 19-year-old living in Aurora. He was born with a severe medical condition and has had more than 20 surgeries. At one point, he suffered numerous strokes and almost lost his life.



### Outlaws Color Guard

Parker Detective Shannon Brukbacher participated with the Colorado Color guard to present the flags on the Fourth of July at the Colorado Outlaws game at Mile High Stadium. ▲

### Fireworks Safety

Commander Chris Peters was on the Channel 9 morning show on June 29. He discussed Parker fireworks laws as well as pet safety for the 4th of July. This fit in well with Parker PD's messaging leading up to the holiday. The department released more than a dozen tweets related to fireworks safety prior to the 4th. In addition, information was posted several times on Facebook informing residents about safety, laws and pet safety.





ITEM NO: 8  
DATE: 07/18/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: WATERMARK II ON TWENTY MILE**

**(a) Minor Development Plat**

**(b) Subdivision Agreement**

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

*Rosemary Dietzema for*  
John Fussa, Community Development Director

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

**ISSUE:**

The applicant, Kimley-Horne and Associates, Inc., requests approval of a minor development plat to create one legal lot and one tract of record to enable development of the Watermark II on Twenty Mile property. This property is generally located between Dransfeldt and Twenty Mile Roads south of Sulphur Gulch and north of the existing Target store.

**PRIOR ACTION:**

On December 7, 2015 Town Council conditionally approved the use by special review for the Watermark II on Twenty Mile mixed-use development.

**FUNDING/BUDGET IMPACT:**

The applicant will reimburse the Town of Parker for the costs associated with installing and maintaining the temporary fence on the property.

**BACKGROUND:**

The three unplatted parcels were annexed into the Town of Parker in 2001 and are undeveloped except for a fire damaged one-story home, an unoccupied greenhouse structure and equipment building. The properties were zoned Greater Downtown District – Market Center on June 7, 2004. One lot and one tract is being created with the Watermark II on Twenty Mile Minor Development plat. The Greater Downtown District: Market Center zone district does not prescribe minimum nor maximum lot size. A site plan has been submitted for the proposed parcels to be created by minor development plat proposing a mixed-use development consisting of 294 apartments with 5,000 square-feet of ground-floor commercial space adjacent to Twenty Mile Road.

Public roadway improvements associated with this minor development plat located along Twenty Mile Road and on-site detention pond infrastructure improvements are proposed with the development and will be financially secured with a subdivision improvement agreement with the developer.

**RECOMMENDATION:**

Staff recommends Town Council approve the Watermark II on Twenty Mile Minor Development Plat and Subdivision Agreement. Planning Commission will make a recommendation to Town Council on July 14, 2016.

**PREPARED/REVIEWED BY:**

Ryan McGee, Associate Planner; Bryce Matthews, Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

**ATTACHMENTS:**

1. Vicinity Map
2. Planning Commission Staff Report
3. Watermark II on Twenty Mile Subdivision Agreement

**RECOMMENDED MOTION:**

(a) "I move to approve the Watermark II on Twenty Mile Minor Development Plat, based upon staff findings, with the following conditions contained in the staff report."

1. Failure by the applicant to submit all required documentation, including applicable security, within 90 days shall render approval of the minor development plat null and void and result in the necessity for the resubmittal of a minor development plat, along with all required fees and documentation. The Planning Director may grant no more than one extension of time, of no more than 30 days, upon a written request by the applicant or staff for good cause being shown. An extension request, received prior to the extension of the 90 day submittal period, shall include a fee and a narrative stating the reasons for the applicant's inability to comply with the specified deadlines, listing any changes in the character of the neighborhood, any changes in the Town Master Plan or this Title that have occurred since approval of the plat as these changes affect the plat and the anticipated time schedule for completing the platting process. A fee schedule is available from the Planning Department. Additional review of the plat may occur resulting in additional conditions as applicable.
2. That the Town of Parker is reimbursed for the cost(s) associated with the fencing installed and maintained around the one (1) story home prior to recordation of the Minor Development Plat for the development that will occur on the property.

(b) "I move to approve the Watermark II on Twenty Mile Subdivision Agreement, based upon staff findings."







# WATERMARK ON TWENTY MILE MINOR DEVELOPMENT PLAT

OF 3 PARCELS OF LAND, LOCATED IN THE WEST HALF OF SECTION 22,  
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

TOWN OF PARKER GREATER DOWNTOWN DISTRICT: MARKET CENTER PLANNED DEVELOPMENT

SHEET 3 OF 4

| NO. | REVISION          | DATE     |
|-----|-------------------|----------|
| 1   | ISSUED FOR PERMIT | 08/15/18 |
| 2   | REVISION          | 08/15/18 |
| 3   | REVISION          | 08/15/18 |
| 4   | REVISION          | 08/15/18 |
| 5   | REVISION          | 08/15/18 |
| 6   | REVISION          | 08/15/18 |
| 7   | REVISION          | 08/15/18 |
| 8   | REVISION          | 08/15/18 |
| 9   | REVISION          | 08/15/18 |
| 10  | REVISION          | 08/15/18 |

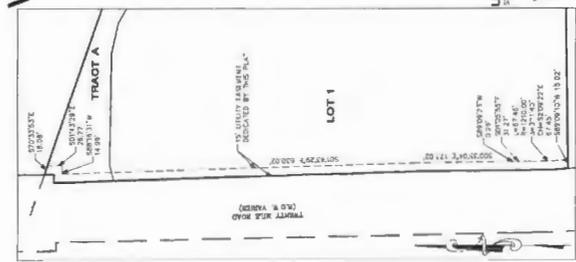
WATERMARK ON TWENTY MILE  
MINOR DEVELOPMENT PLAT

**Flatrons, Inc.**  
Surveying, Engineering & Consulting  
www.Flatrons.com  
524 FOREST AVE  
DENVER, CO 80202  
PHONE: (303) 444-7000  
FAX: (303) 778-4300

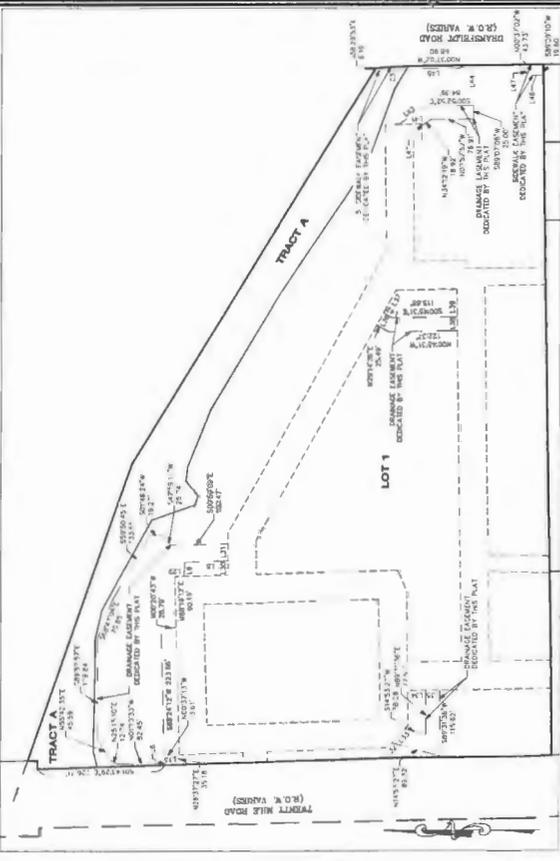
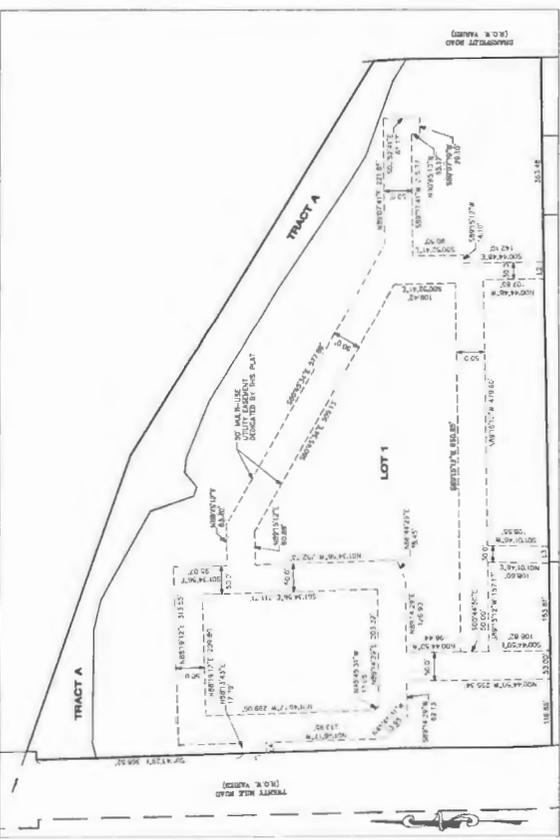


**DRAFT**  
FOR REVIEW ONLY  
NO CONSTRUCTION  
OR PERMITTING  
16.8/1/18  
DATE  
16.8/1/18  
DRAWN BY  
E. PRESCOTT  
CHECKED BY  
P. JACOBY

SHEET 3 OF 4



| PARCEL LINE TABLE | LINE # | LENGTH | DIRECTION   |
|-------------------|--------|--------|-------------|
| 1                 | 1.1    | 42.27  | S89°12'28"W |
| 2                 | 1.2    | 18.30  | S89°12'28"W |
| 3                 | 1.3    | 28.24  | S89°12'28"W |
| 4                 | 1.4    | 28.24  | S89°12'28"W |
| 5                 | 1.5    | 12.36  | S40°00'00"W |
| 6                 | 1.6    | 34.42  | S40°00'00"W |
| 7                 | 1.7    | 32.78  | S00°00'00"W |
| 8                 | 1.8    | 25.20  | S00°00'00"W |
| 9                 | 1.9    | 25.20  | S00°00'00"W |
| 10                | 2.0    | 15.00  | S00°00'00"W |
| 11                | 2.1    | 45.13  | S00°00'00"W |
| 12                | 2.2    | 25.20  | S00°00'00"W |
| 13                | 2.3    | 48.18  | S00°00'00"W |
| 14                | 2.4    | 48.18  | S00°00'00"W |
| 15                | 2.5    | 18.00  | S00°00'00"W |
| 16                | 2.6    | 56.80  | S00°00'00"W |
| 17                | 2.7    | 3.00   | S00°00'00"W |
| 18                | 2.8    | 68.00  | S00°00'00"W |
| 19                | 2.9    | 27.87  | S41°15'00"W |
| 20                | 3.0    | 27.87  | S41°15'00"W |



60' Multi-use Utility Easement Detail  
SCALE: 1" = 100'

Drainage & Sidewalk Easement Detail  
SCALE: 1" = 100'



**WATERMARK ON TWENTY MILE  
MINOR DEVELOPMENT PLAT  
SUBDIVISION AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 20 Mile Road Parker CO, LLC, a Delaware limited liability company (the "Developer").

**RECITALS:**

A. The Developer is the owner of certain real property located in the Town of Parker known as Watermark on Twenty Mile Minor Development Plat, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. On July 18, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the Minor Development plat for the Property. A copy of the Minor Development plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

**AGREEMENT**

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the predecessor to the Developer on June 26, 2001 which was recorded at Reception Number 01066456 of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape

Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer shall pay to the Town One Hundred Eight Thousand One Hundred Fifty One Dollars and Twelve Cents (\$108,151.12) which payment is for fifty percent (50%) of the reimbursement costs associated with the Sulphur Gulch Stabilization and Pedestrian Crossing improvements as described in **Exhibit H**, attached hereto and incorporated herein, which has been adjusted based Bureau of Labor Statistics, Consumer Price Index as described in **Exhibit I**, attached hereto and incorporated herein, prior to the issuance of the first certificate of occupancy, temporary or otherwise, on the Property.

e. The Developer shall pay to the Town Sixty Eight Thousand Seven Hundred Fifty Dollars (\$68,750.00) which payment is for twenty-five percent (25%) of the cost to construct a traffic signal at the intersection of Twenty Mile Road and the project's south entrance road, at the time of recordation of the first final plat for the Property. The Town shall use these funds for the sole purpose of constructing this traffic signal.

f. The Developer desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "School District") the sum of One Hundred Ninety Five Dollars (\$195) for each multi-family residence constructed on the Property for school mitigation (the "School Mitigation Fee") and a lump sum of One Hundred Fifty Two Thousand Five Hundred Seventy Three Dollars and Sixty Nine Cents (\$152,573.69) for the fee in lieu of 1.089- acres of land dedication for school sites (the "In-Lieu Fee"), which fees are for the benefit of the School District and its students. The In-Lieu Fee shall be paid by the Developer in one (1) installment to the School District, concurrently with the recording of the Minor Development Plat for the Property. The School Mitigation Fee for all of the residential units contained within an apartment building shall be paid by the Developer to the School District prior to issuance of the first certificate of occupancy for a residential building on the Property.

5. Title Policy. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines. The title policy evidenced by the title commitment shall be provided thirty (30) days after the recording of the final plat.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

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

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before 2 years from approval, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above. Upon completion of construction and conformity with the final plat and associated construction plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all installed physical facilities.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in **Exhibit C**, to secure the performance and completion of

the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Public Works, as set forth in **Exhibit C**. If, however, they are unable to agree, the Director of Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town Public Works Director, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town

during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and Public Works Department shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Maintenance and Operation of the Facilities. Developer, or their successor and/or assigns, shall maintain and operate all private streets, parks, and open space located wholly within the Property in a first class manner similar to other first class multi-family projects in Parker, Colorado and any Public Improvements identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities. The standard for maintenance and operations for purposes of this Paragraph 14 shall be consistent with other, comparable first-class residential multi-family properties in the Town of Parker, Colorado.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement, the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

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

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

With copy to: Town Attorney  
20120 E. Mainstreet  
Parker, Colorado 80138

Notice to Developer: 20 Mile Road Parker CO, LLC  
Attn: General Counsel  
901 Wabash Avenue, Suite 300  
Terre Haute, Indiana 47807

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF PARKER, COLORADO

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DEVELOPER: 20 MILE ROAD PARKER  
CO, LLC, a Delaware limited liability  
company**

By: Cynthia G. Gordon  
Cynthia G. Gordon, Authorized Representative

STATE OF INDIANA        )  
  )ss.  
COUNTY OF VIGO        )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 2016, by Cynthia G. Gordon, as Authorized Representative, of 20 Mile Road Parker CO, LLC, a Delaware limited liability company.

My commission expires: 08-29-17

(SEAL)

Tami L. Robertson  
Tami L. Robertson, Notary Public  


**EXHIBIT A  
LEGAL DESCRIPTION**

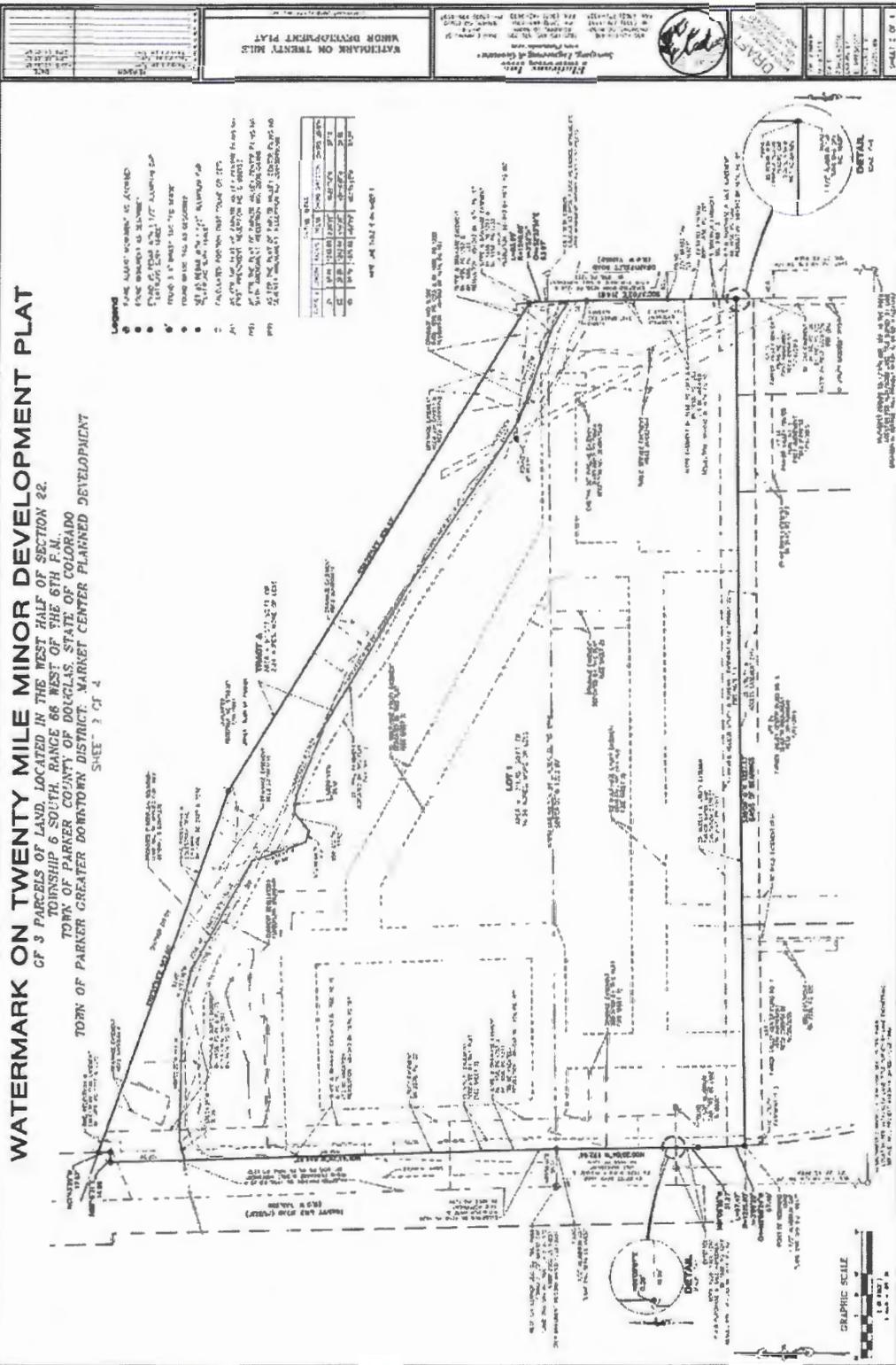
A PARCEL OF LAND AS RECORDED IN THE RECORDS OF DOUGLAS COUNTY RECORDED ON DECEMBER 21, 2006 AT RECEPTION NO. 2007018748, A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY RECORDED ON AUGUST 3, 1966 IN BOOK 171, AT PAGE 392 AND A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON DECEMBER 16, 1998 AT RECEPTION NO 1998106414, LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

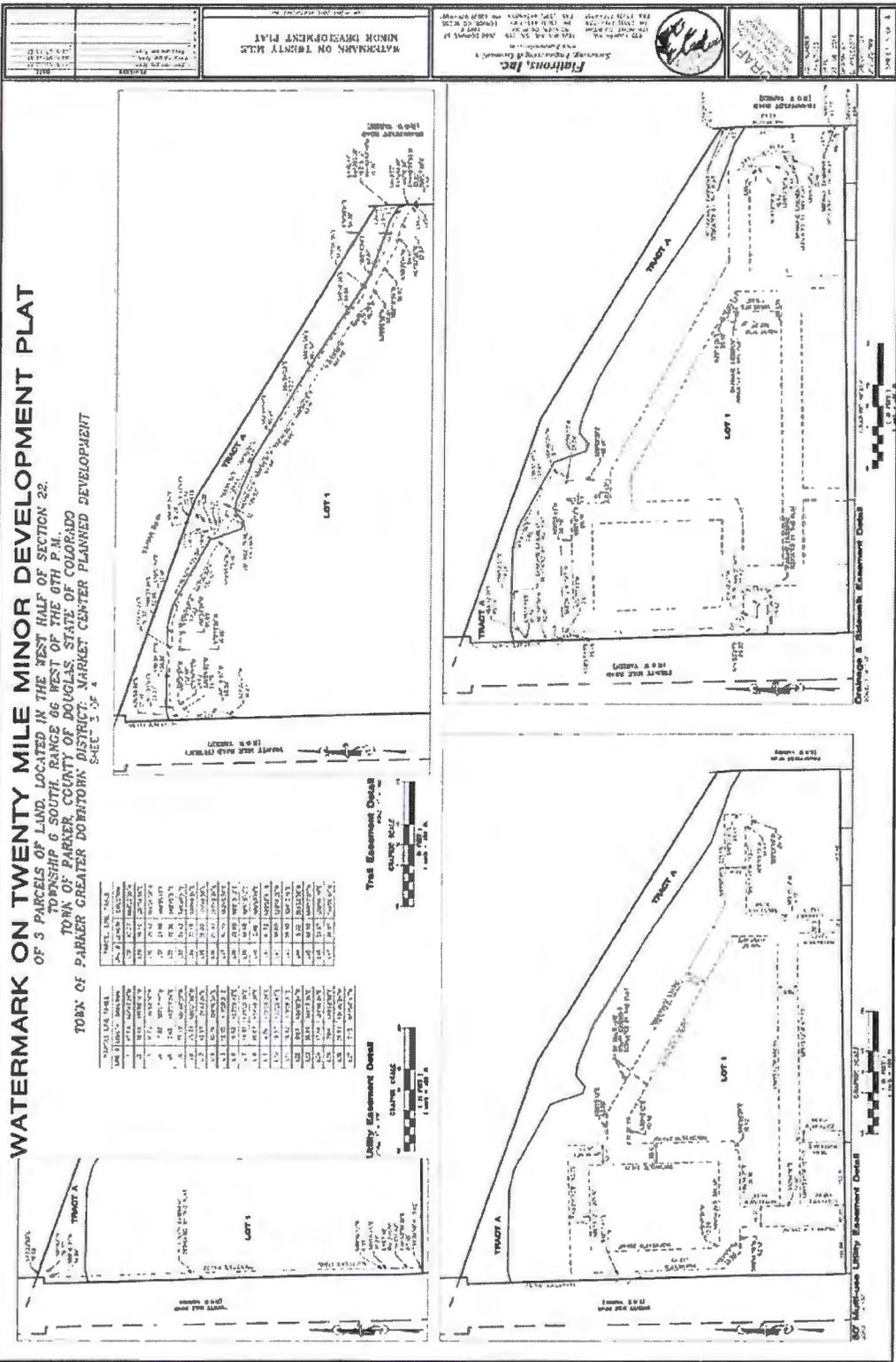
CONSIDERING THE SOUTH LINE OF SAID PARCEL OF LAND AS RECORDED AT RECEPTION NO. 1998106414 TO BEAR SOUTH 89°09'10" WEST, A DISTANCE OF 1227.13 FEET BETWEEN A FOUND 1 1/2" ALUMINUM CAP "LANE ENG. SRV. INC. 16837" AT THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND A FOUND 1 1/2" ALUMINUM CAP "LANE ENG. SRV. INC. 16837" AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON DECEMBER 16, 1998 AT RECEPTION NO 1998106414 AND A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF TWENTY MILE ROAD;  
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:  
1) 67.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1225.00 FEET, AN INCLUDED ANGLE OF 03°09'20", AND SUBTENDED BY A CHORD BEARING NORTH 02°08'24" WEST, A DISTANCE OF 67.46 FEET;  
2) THENCE NORTH 01°05'55" WEST, A DISTANCE OF 31.27 FEET;  
3) THENCE NORTH 89°09'07" EAST, A DISTANCE OF 0.29 FEET;  
4) THENCE NORTH 00°35'04" WEST, A DISTANCE OF 172.94 FEET;  
5) THENCE NORTH 01°43'29" WEST, A DISTANCE OF 644.87 FEET;  
6) THENCE NORTH 88°16'31" EAST, A DISTANCE OF 14.99 FEET;  
7) THENCE NORTH 01°43'29" WEST, A DISTANCE OF 17.57 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON JULY 16, 1997 AT RECEPTION NO. 9738387;  
THENCE ALONG SAID SOUTHWESTERLY LINE THE FOLLOWING TWO (2) COURSES:  
1) SOUTH 70°33'53" EAST, A DISTANCE OF 557.61 FEET;  
2) THENCE SOUTH 58°29'53" EAST, A DISTANCE OF 826.42 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF DRANSFELDT ROAD;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:  
83.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1240.00 FEET, AN INCLUDED ANGLE OF 03°52'51" AND SUBTENDED BY A CHORD BEARING SOUTH 02°33'59" EAST, A DISTANCE OF 83.97 FEET;  
THENCE SOUTH 00°37'02" EAST, A DISTANCE OF 214.81 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON DECEMBER 16, 1998, AT RECEPTION NO. 1998106414;  
THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND, SOUTH 89°09'10" WEST, A DISTANCE OF 1227.13 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 809,378 SQ. FT. OR 18.58 ACRES, MORE OR LESS.



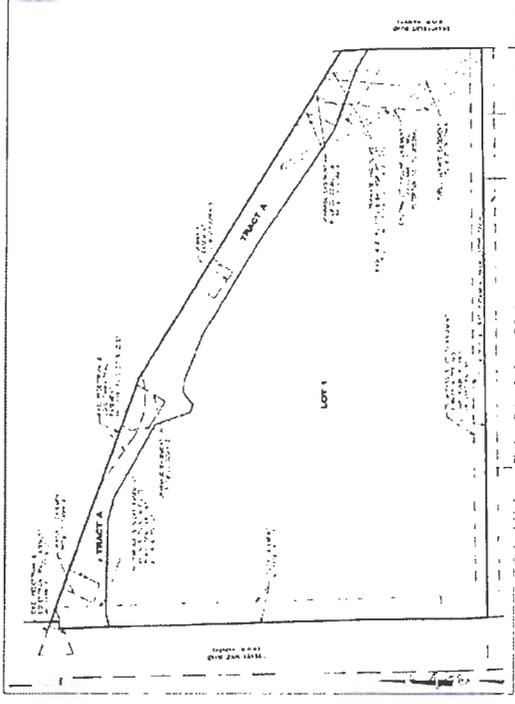
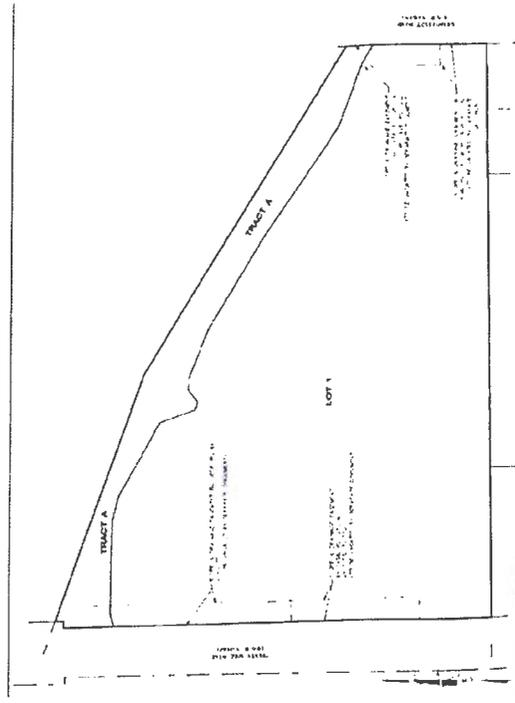




**WATERMARK ON TWENTY MILE MINOR DEVELOPMENT PLAT**

OF 3 PARCELS OF LAND LOCATED IN THE WEST HALF OF SECTION 22,  
 TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE 6TH P.M.  
 TOWN OF PARKER, COUNTY OF PARKER, STATE OF COLORADO  
 TOWN OF PARKER GREATER DOWNTOWN DISTRICT CENTER PLANNED DEVELOPMENT

|              |                 |  |                |                  |              |                 |  |
|--------------|-----------------|--|----------------|------------------|--------------|-----------------|--|
| DATE: 7/1/16 | BY: [Signature] | PROJECT: WATERMARK ON TWENTY MILE MINOR DEVELOPMENT PLAT | PLATON'S, INC. | SCALE: 1" = 100' | DATE: 7/1/16 | BY: [Signature] | PROJECT: WATERMARK ON TWENTY MILE MINOR DEVELOPMENT PLAT |
|--------------|-----------------|--|----------------|------------------|--------------|-----------------|--|



**EXHIBIT C  
PUBLIC IMPROVEMENTS**

**Kimley » Horn**

**Kimley-Horn & Associates, Inc.**

**Opinion of Probable Construction Cost**

|  |                         |
|--|-------------------------|
| <b>Client:</b> Thompson Thrift Development | <b>Date:</b> 6/29/2016  |
| <b>Project:</b> Watermark on Twenty Mile   | <b>Prepared By:</b> JHP |
| <b>KHA No.:</b> 96302005                   | <b>Checked By:</b> MMT  |

|               |               |
|---------------|---------------|
| <b>Sheet:</b> | <b>1 of 1</b> |
|---------------|---------------|

Kimley-Horn & Associates, Inc. has not prepared fully engineered construction drawings for this site, therefore, the final quantities are subject to change. Additionally, the final land plan could change significantly through the development process. This OPC is not intended for basing financial decisions, or securing financing. Review all notes and assumptions. Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that prepared, bids, or actual costs will not vary from the opinions or costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

| Item No.   | Item Description                      | Quantity | Unit  | Unit Price | Item Cost        |
|--|---------------------------------------|----------|-------|------------|------------------|
| <b>Public Improvements</b>                             |                                       |          |       |            |                  |
| <b>Public Roadway Improvements at Twenty Mile Road</b> |                                       |          |       |            |                  |
| 1  | 6" Vertical Curb and Gutter (2' Pan)  | 80       | LF    | \$20       | \$1,600          |
| 2  | Concrete Pavement                     | 97       | SY    | \$30       | \$2,910          |
| 3  | Aggregate Base Course                 | 73       | CY    | \$8        | \$582            |
| 4  | 8' Detached Concrete Sidewalk         | 725      | LF    | \$25       | \$18,125         |
| 5  | Curb Ramp (Includes Subgrade Prep)    | 3        | FA    | \$3,500    | \$10,500         |
| <b>Town Pond Improvements</b>                          |                                       |          |       |            |                  |
| 7  | Detention Pond Outlet Structure       | 1        | ALLOW | \$15,000   | \$15,000         |
| 8  | Trickle Channel                       | 350      | SF    | \$24       | \$8,400          |
| 9  | Retaining Walls                       | 2,200    | SF    | \$10       | \$22,000         |
| 10   | Emergency Spillway Type (L/M) Riprap  | 155      | SY    | \$15       | \$2,325          |
| 11   | Cutoff Wall                           | 1        | EA    | \$1,500    | \$1,500          |
| 12   | Low Tailwater Basin                   | 1        | EA    | \$3,000    | \$3,000          |
| 13   | Riprap lined channel to Sulphur Gulch | 1        | EA    | \$2,500    | \$2,500          |
| 14   | 24" Outfall Pipe                      | 42       | LF    | \$220      | \$9,240          |
| 15   | Pond Earthwork                        | 5000     | CY    | \$8        | \$40,000         |
| 16   | Forebay                               | 1        | EA    | \$3,000    | \$3,000          |
| 17   | Maintenance Access Path               | 1        | EA    | \$2,500    | \$2,500          |
| <b>Subtotal:</b>                                       |                                       |          |       |            | <b>\$143,182</b> |
| <b>Construction Contingency</b>                        |                                       |          |       | <b>10%</b> | <b>\$14,318</b>  |
| <b>Mobilization</b>                                    |                                       |          |       | <b>5%</b>  | <b>\$7,159</b>   |
| <b>Survey</b>  |                                       |          |       | <b>3%</b>  | <b>\$4,295</b>   |
| <b>Management &amp; Testing</b>                        |                                       |          |       | <b>12%</b> | <b>\$17,182</b>  |
| <b>Public Improvement Total:</b>                       |                                       |          |       |            | <b>\$186,137</b> |
| <b>Security at 110%:</b>                               |                                       |          |       |            | <b>\$204,750</b> |

**Basis for Cost Projection:**

- No Design Completed
- Preliminary Design
- Final Design

Design Engineer:



Meaghan Turner, P.E.  
Registered Professional Engineer, State of Colorado No. 41738

**EXHIBIT D**  
**LETTER OF CREDIT FORM**  
**FORM – IRREVOCABLE LETTER OF CREDIT**

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Issuance Date: [Type LOC issuance date.]

Letter of Credit No.: [Type LOC number.]

Expiry Date: [Type LOC expiration date.]

Amount: [Type in aggregate amount.]

Name of Developer: [Type in name of developer.]

Town of Parker  
20120 East Mainstreet  
Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$ \_\_\_\_\_ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name and date of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Very truly yours,  
[Name of Bank]

By: \_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Print Name  
[Signature Must Be Notarized]

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

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

SEAL

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

**EXHIBIT 1**

**FORM OF SIGHT DRAFT**

Date: \_\_\_\_\_

At sight, pay to the order of Town of Parker \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for value received and charge to the account of [name of Developer].

Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ [type letter of credit  
issuance date].

To: [name of Issuing Bank] \_\_\_\_\_, Town of Parker, beneficiary.

[Address of Issuing Bank] \_\_\_\_\_, By: [type Mayor or designee].

\_\_\_\_\_

**EXHIBIT E  
STREETSCAPE SECURITY MATERIALS COST**

**EXHIBIT E  
Opinion of Probable Cost  
R.O.W. Improvements  
Watermark II  
Parker, CO  
July 5, 2016**

| <b>Description</b>          | <b>Size</b>  | <b>Quantity</b> | <b>Unit Price</b>        | <b>Total Price</b> |
|-----------------------------|--------------|-----------------|--------------------------|--------------------|
| <b>Landscape Materials</b>  |              |                 |                          |                    |
| Deciduous Trees             | 2" Caliper   | 3 ea            | \$425.00                 | \$1,275.00         |
| Ornamental Trees            | 6' Clump     | 1 ea            | \$350.00                 | \$350.00           |
| Deciduous Shrubs            | #5 Container | 11 ea           | \$34.00                  | \$374.00           |
| Perennials                  | #1 Container | 90 ea           | \$15.00                  | \$1,350.00         |
| Hybrid Bluegrass Sod        |              | 5,100 sf        | \$0.72                   | \$3,672.00         |
| Native Seed (Non-Irrigated) |              | 1,100 sf        | \$0.30                   | \$330.00           |
| Rock Mulch                  | 3" Depth     | 267 sf          | \$1.25                   | \$333.75           |
| Cobble Mulch                | 3" Depth     | 555 sf          | \$1.25                   | \$693.75           |
| <b>Irrigation</b>           |              |                 |                          |                    |
| Irrigation (Pop-up Spray)   |              | 5,100 sf        | \$0.50                   | \$2,550.00         |
| Irrigation (Drip)           |              | 555 sf          | \$1.00                   | \$555.00           |
|                             |              |                 | <b>Subtotal</b>          | <b>\$11,483.50</b> |
|                             |              |                 | <b>15% - Contingency</b> | <b>\$1,722.53</b>  |
|                             |              |                 | <b>Total</b>             | <b>\$13,206.03</b> |

**EXHIBIT F  
LANDSCAPE SECURITY MATERIALS COST**

EXHIBIT F  
Opinion of Probable Cost  
Internal Improvements  
Watermark II  
Parker, CO  
July 5, 2016

| Desription                  | Size         | Quantity   | Unit Price              | Total Price         |
|-----------------------------|--------------|------------|-------------------------|---------------------|
| <b>Hardscape</b>            |              |            |                         |                     |
| Crusher Fines               |              | 4,060 sf   | \$2.50                  | \$10,150.00         |
| <b>Site Amenities</b>       |              |            |                         |                     |
| Park Trellis                |              | 3 ea       | \$8,000.00              | \$24,000.00         |
| Benches                     |              | 11 ea      | \$1,000.00              | \$11,000.00         |
| Trash Receptacles           |              | 5 ea       | \$900.00                | \$4,500.00          |
| Bike Racks                  |              | 42 ea      | \$800.00                | \$33,600.00         |
| Pet Waste Stations          |              | 3 ea       | \$250.00                | \$750.00            |
| Pool Cabana                 |              | 6 ea       | \$1,800.00              | \$10,800.00         |
| Fire Pit                    |              | 5 ea       | \$1,200.00              | \$6,000.00          |
| Bar-B-Que                   |              | 2 ea       | \$2,000.00              | \$4,000.00          |
| <b>Landscape Materials</b>  |              |            |                         |                     |
| Deciduous Trees             | 2" Caliper   | 168 ea     | \$425.00                | \$71,400.00         |
| Evergreen Trees             | 6' Height    | 82 ea      | \$425.00                | \$34,850.00         |
| Ornamental Trees            | 6' Clump     | 14 ea      | \$350.00                | \$4,900.00          |
| Deciduous Shrubs            | #5 Container | 2,704 ea   | \$34.00                 | \$91,936.00         |
| Evergreen Shrubs            | #5 Container | 492 ea     | \$42.00                 | \$20,664.00         |
| Ornamental Grasses          | #5 Container | 95 ea      | \$54.00                 | \$5,130.00          |
| Ornamental Grasses          | #1 Container | 2,189 ea   | \$18.50                 | \$40,496.50         |
| Perennials                  | #1 Container | 2,058 ea   | \$15.00                 | \$30,870.00         |
| Groundcovers                | #1 Container | 203 ea     | \$15.00                 | \$3,045.00          |
| Hybrid Bluegrass Sod        |              | 23,538 sf  | \$0.72                  | \$16,947.36         |
| Native Seed                 |              | 27,384 sf  | \$0.30                  | \$8,215.20          |
| Native Seed (Non-Irrigated) |              | 61,350 sf  | \$0.30                  | \$18,405.00         |
| Rock Mulch                  | 3" Depth     | 104,156 sf | \$1.25                  | \$130,195.00        |
| Cobble Mulch                | 3" Depth     | 122 sf     | \$1.25                  | \$152.50            |
| <b>Irrigation</b>           |              |            |                         |                     |
| Irrigation (Pop-up Spray)   |              | 23,538 sf  | \$0.50                  | \$11,769.00         |
| Irrigation (Drip)           |              | 104,156 sf | \$1.00                  | \$104,156.00        |
| Irrigation (Native Areas)   |              | 27,384 sf  | \$0.40                  | \$10,953.60         |
| <b>Fencing</b>              |              |            |                         |                     |
| Dog Park Fence              | 4'-6" Height | 214 lf     | \$35.00                 | \$7,490.00          |
| Pool Fence                  | 6' Height    | 442 lf     | \$40.00                 | \$17,680.00         |
| <b>Miscellaneous</b>        |              |            |                         |                     |
| Entry Monument              |              | 1 ea       | \$8,000.00              | \$8,000.00          |
| Landscape Wall              |              | 1 ea       | \$4,000.00              | \$4,000.00          |
| Synthetic Turf              |              | 3,200 sf   | \$6.50                  | \$20,800.00         |
|                             |              |            | <b>Subtotal</b>         | <b>\$766,855.16</b> |
|                             |              |            | <b>15% - Contigency</b> | <b>\$115,028.27</b> |
|                             |              |            | <b>Total</b>            | <b>\$881,883.43</b> |

Exhibit G

[None.]

**EXHIBIT H  
SULPHUR GULCH STABILIZATION AND PEDESTRIAN CROSSING ESTIMATE**

Town of Parker Public Works (2-13-08)  
**Sulphur Gulch Stabilization Estimate**  
Between Dransfeldt Road and Twenty Mile Road

| ITEM NO               | DESCRIPTION  | UNIT | Engineer's Estimate (TW) |             |                     |
|-----------------------|--|------|--------------------------|-------------|---------------------|
|                       |  |      | ESTIMATED QUANTITY       | UNIT PRICE  | TOTAL PRICE         |
| <b>DROP STRUCTURE</b> |  |      |                          |             |                     |
| 1                     | Water Control and Dewatering   | LS   | 1.0                      | \$5,000.00  | \$5,000.00          |
| 2                     | Erosion and Sediment Control   | LS   | 1.0                      | \$2,000.00  | \$2,000.00          |
| 3                     | Earthwork (Fill - Erosion)   | CY   | 1,300.0                  | \$10.00     | \$13,000.00         |
| 4                     | Concrete (reinforced/stained/sculpted - 40'x60')                     | SF   | 2,400.0                  | \$20.00     | \$48,000.00         |
| 5                     | Steel Sheet Piling (PZ-27)   | SF   | 700.0                    | \$24.00     | \$16,800.00         |
| 6                     | Type "H" Buried Riprap with Hedding (Downstream of Ped Crossing)     | CY   | 14.8                     | \$65.80     | \$973.80            |
| 7                     | Type "L" Soil Riprap   | CY   | 26.6                     | \$42.00     | \$1,117.20          |
|                       | <b>Drop Structure Subtotal</b>                                       |      |                          |             | <b>\$86,679.20</b>  |
| <b>REVEGETATION</b>   |  |      |                          |             |                     |
| 8                     | Willow Stakes  | EA   | 100.0                    | \$4.00      | \$400.00            |
| 9                     | Seeding  | LS   | 1.0                      | \$3,000.00  | \$3,000.00          |
| 10                    | Coir Mat   | SF   | 133.0                    | \$6.00      | \$798.00            |
|                       | <b>Revegetation Subtotal</b>   |      |                          |             | <b>\$4,198.00</b>   |
| 11                    | <b>BOX CULVERT PEDESTRIAN CROSSING</b>                               | LS   | 1.0                      | \$20,000.00 | \$20,000.00         |
|                       | <b>Sub-total Construction</b>  |      |                          |             | <b>\$111,677.20</b> |
|                       | <b>10% Contingency</b>   |      |                          |             | <b>\$11,167.72</b>  |
|                       | <b>Construction Total</b>  |      |                          |             | <b>\$122,844.92</b> |
|                       | <b>Design and Environmental Permitting</b>                           |      |                          |             | <b>\$40,000.00</b>  |
|                       | <b>CLOMR/LOMR</b>  |      |                          |             | <b>\$15,000.00</b>  |
|                       | <b>Construction Management (10% of Construction Total)</b>           |      |                          |             | <b>\$12,000.00</b>  |
|                       | <b>Grand Total</b>   |      |                          |             | <b>\$189,844.92</b> |
|                       | 1.) Estimate does not include any bank stabilization                 |      |                          |             |                     |
|                       | 2.) Estimate does not include any trails/connections to ped crossing |      |                          |             |                     |
|                       | 3.) Estimate does not include any improved landscaping               |      |                          |             |                     |

**EXHIBIT I**  
**SULPHUR GULCH STABILIZATION REIMBRUSEMENT – COST ADJUSTMENT**

Consumer Price Index - All Urban Consumers  
 Area: Denver-Boulder-Greeley, CO  
 Base Period: 1982-84=100

| <u>Year</u> | <u>Annual</u> | <u>Half 1</u> | <u>Half 2</u> |
|-------------|---------------|---------------|---------------|
| 2008        | 209.903       | 208.741       | 211.066       |
| 2009        | 208.548       | 207.444       | 209.652       |
| 2010        | 212.447       | 210.978       | 213.916       |
| 2011        | 220.288       | 219.055       | 221.521       |
| 2012        | 224.568       | 222.960       | 226.177       |
| 2013        | 230.791       | 229.142       | 232.439       |
| 2014        | 237.200       | 235.736       | 238.664       |
| 2015        | 239.990       | 238.086       | 241.895       |

2008 Grand Total    \$189,184.92  
 CPI Increase        14.33%

2016 Grand Total    \$216,302.24  
 50% Share:        \$108,151.12

ALM 6/27/16





ITEM NO: 9  
DATE: 07/18/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 1.484 – A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Easement Interests in Real Property for the Purpose of Constructing, Erecting, Operating and Maintaining Traffic Signals on Crown Crest Boulevard, a Town Roadway, Through the Utilization of the Town’s Power of Eminent Domain, and Directing the Town’s Staff and Town Attorney to Notify All Persons Affected Thereby of the Above-Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations**

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1<sup>ST</sup> READING (07/05/2016)
- ORDINANCE FOR 2<sup>ND</sup> READING (07/18/2016)
- RESOLUTION

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

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

**ISSUE:**  
Acquisition of easements needed to construct a traffic signal on Crown Crest Boulevard at the Parker Adventist Hospital/Life Time Fitness access.

**PRIOR ACTION:**  
None.

**FUNDING/BUDGET IMPACT:**  
Funding for the construction of the proposed traffic signal on Crown Crest Boulevard is part of the approved 2016 budget.

**BACKGROUND:**  
In early 2016, Engineering Department staff engaged a traffic engineer to design a proposed traffic signal at the Crown Crest Boulevard intersection with the Parker Adventist Hospital/Life Time Fitness access roadways. While Crown Crest Boulevard is a Town owned roadway (public right-of-way), the access roadways to the north and south are private roadways. In order to construct and maintain the proposed traffic signal, permanent easements are needed north and south of this intersection due to this private roadway configuration.

The property to the south of this intersection (both the southeast and southwest corners) is owned by the Portercare Adventist Health System. The northeast corner is also owned by the Portercare

Adventist Health System. The northwest corner of this intersection is owned by LTF Real Estate Company which is a division of Life Time Fitness.

The summary of traffic signal easements needed is as follows:

- 1) Traffic Signal Easements – Two (2) easements (utilizing three (3) legal descriptions that affect two (2) property owners)

The Town has discussed the proposed traffic signal with representatives of both property owners in May and June of this year.

**RECOMMENDATION:**

Approve the ordinance.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

- 1) Vicinity Map (1 page)
- 2) Ordinance (14 pages)

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 1.484 on second reading."

# Crown Crest Blvd Hospital Access Traffic Signal Vicinity Map



ORDINANCE NO. 1.484, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE EASEMENT INTERESTS IN REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING, ERECTING, OPERATING AND MAINTAINING TRAFFIC SIGNALS ON CROWN CREST BOULEVARD, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, *ET SEQ.*, RELATING TO GOOD FAITH NEGOTIATIONS**

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

WHEREAS, the Town of Parker wishes to acquire traffic signal easements as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing, erecting, operating and maintaining traffic signals on Crown Crest Boulevard, a Town roadway, as generally depicted on **Exhibit B**; and

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

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

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

**Section 2.** The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways, including traffic signals and appurtenant traffic control devices, for the residents of the Town of Parker.

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

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

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

**Section 6. Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

**Section 7. Severability.** If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **EXHIBIT A**

## **Traffic Signal Easement Acquisition**

**Three (3) Legal Descriptions (6 pages)**

**EXHIBIT A**  
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, CROWN POINT F#1 9TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005113942 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID LOT 1, WHENCE THE WESTERLY LINE OF SAID LOT 1 BEARS NORTH 05°31'19" EAST, WITH ALL BEARINGS HEREON REFERENCED THERETO;

THENCE ALONG SAID WESTERLY LINE NORTH 05°31'19" EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 562.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°42'47" EAST;

THENCE DEPARTING SAID WESTERLY LINE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°03'35", AN ARC LENGTH OF 30.01 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 05°31'19" WEST, A DISTANCE OF 50.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 612.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 02°53'17" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'42", AN ARC LENGTH OF 30.75 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 00°00'35" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 622.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°00'35" EAST;

THENCE WESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 05°41'06", AN ARC LENGTH OF 61.72 FEET TO THE **POINT OF BEGINNING**.

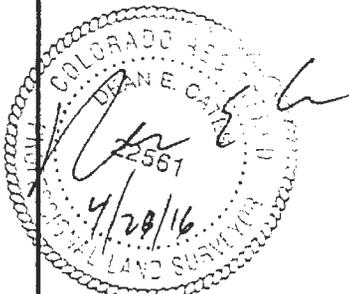
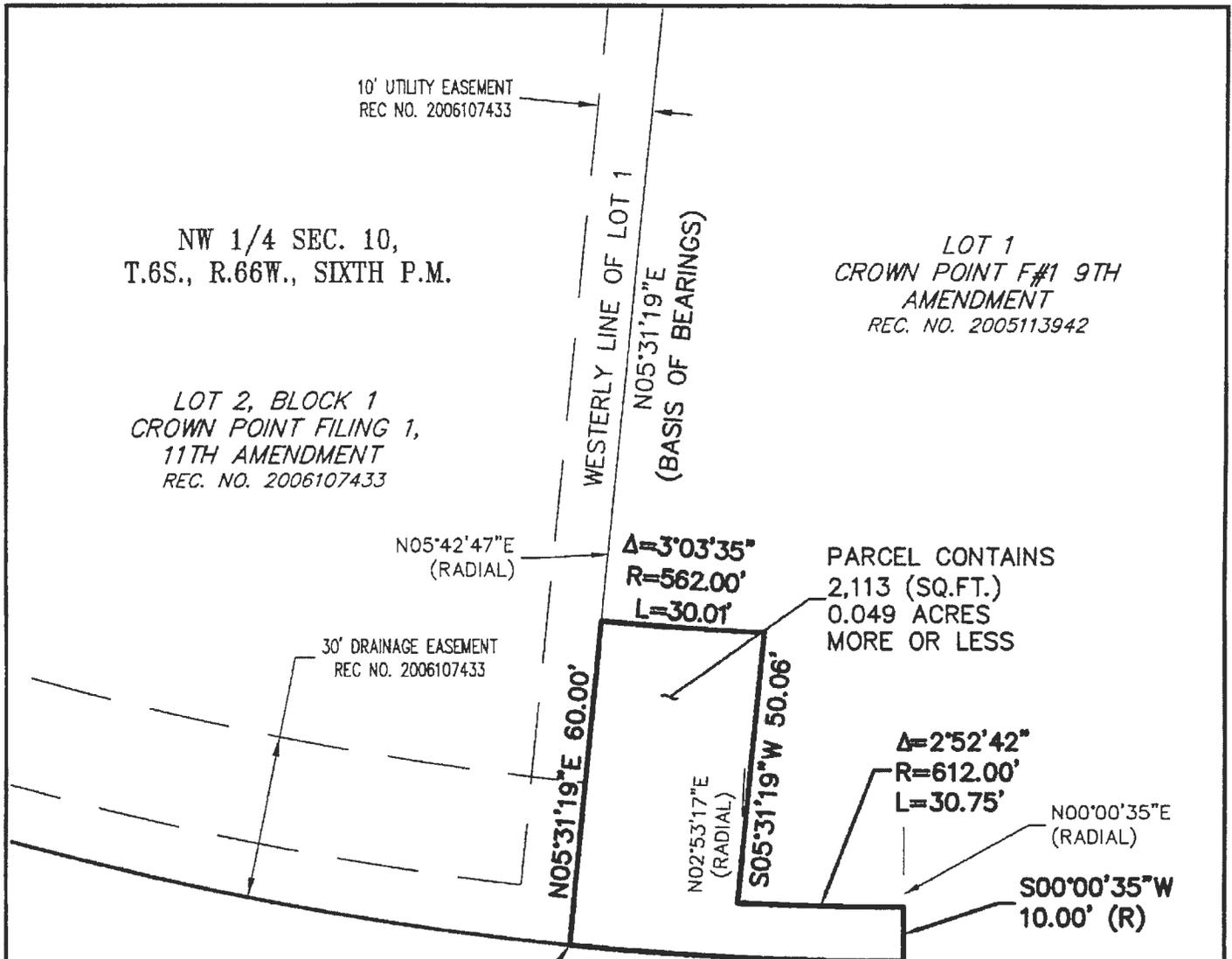
CONTAINING AN AREA OF 0.049 ACRES, (2,113 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

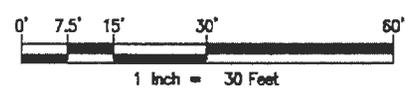


DEAN E. CATES, PLS  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122  
303-713-1898

# ILLUSTRATION TO EXHIBIT A



**CROWN CREST BLVD**  
(96' WIDE PUBLIC ROW)  
REC. NO. 00073633



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

PATH: Q:\24916-10\DWG  
DWG NAME: LOT 1 CROWN PT F1, 9TH AMND ESMT  
DWG: BJM CHK: DEC  
DATE: 04-28-2016  
SCALE: 1" = 30'

**AZTEC**  
CONSULTANTS, INC.

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

**EXHIBIT A**  
NW 1/4 SEC. 10, T6S, R66W, 6TH P.M.  
DOUGLAS COUNTY, COLORADO  
JOB NUMBER 24916-10 2 OF 2 SHEETS

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

A PARCEL OF LAND BEING A PART OF LOT 1, CROWN POINT F#1, 18TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2010018462 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF LOT 1, CROWN POINT F#1, 15TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2008019851 IN SAID RECORDS, WHENCE THE EASTERLY LINE OF SAID LOT 1 BEARS SOUTH 08°53'06" WEST, WITH ALL BEARINGS HEREON REFERENCED THERETO, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 920.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 10°45'19" WEST;

THENCE ALONG THE NORTHERLY LINE OF LOT 1, CROWN POINT F#1, 18TH AMENDMENT THE FOLLOWING (4) COURSES:

- 1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°19'18", AN ARC LENGTH OF 149.68 FEET;
- 2) TANGENT TO SAID CURVE, SOUTH 69°55'23" EAST, A DISTANCE OF 545.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 718.00 FEET;
- 3) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'16", AN ARC LENGTH OF 137.48 FEET TO THE POINT OF BEGINNING;
- 4) CONTINUING EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°05'48", AN ARC LENGTH OF 114.00 FEET;

THENCE NON-TANGENT TO SAID CURVE DEPARTING SAID NORTHERLY LINE SOUTH 00°00'33" WEST, A DISTANCE OF 15.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 733.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 00°00'34" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°22'39", AN ARC LENGTH OF 30.42 FEET;

THENCE NON-TANGENT TO SAID CURVE SOUTH 05°37'29" WEST, A DISTANCE OF 45.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 778.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 02°34'28" EAST;

THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°15'47", AN ARC LENGTH OF 85.04 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 05°37'29" EAST, A DISTANCE OF 60.10 FEET TO THE POINT OF BEGINNING.

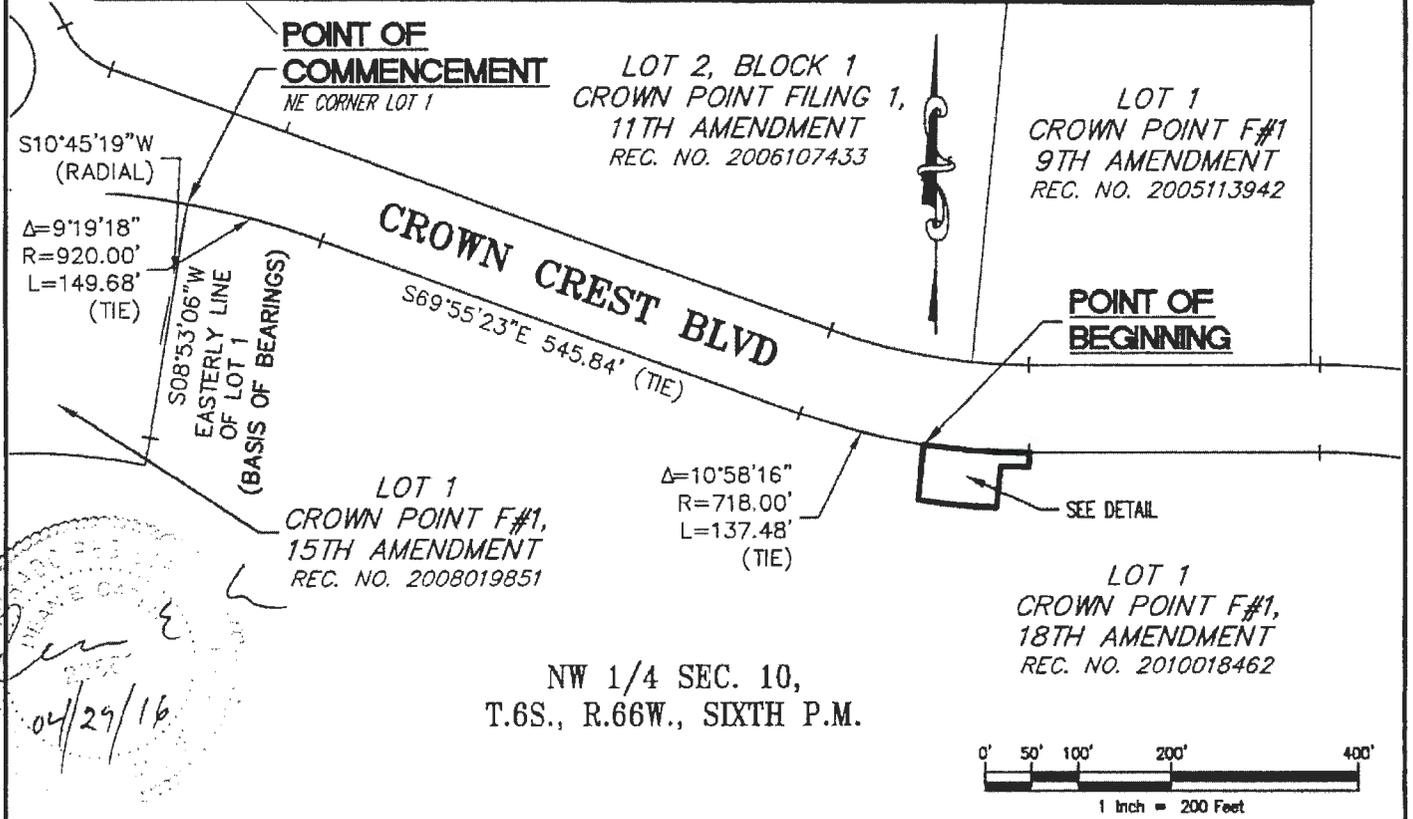
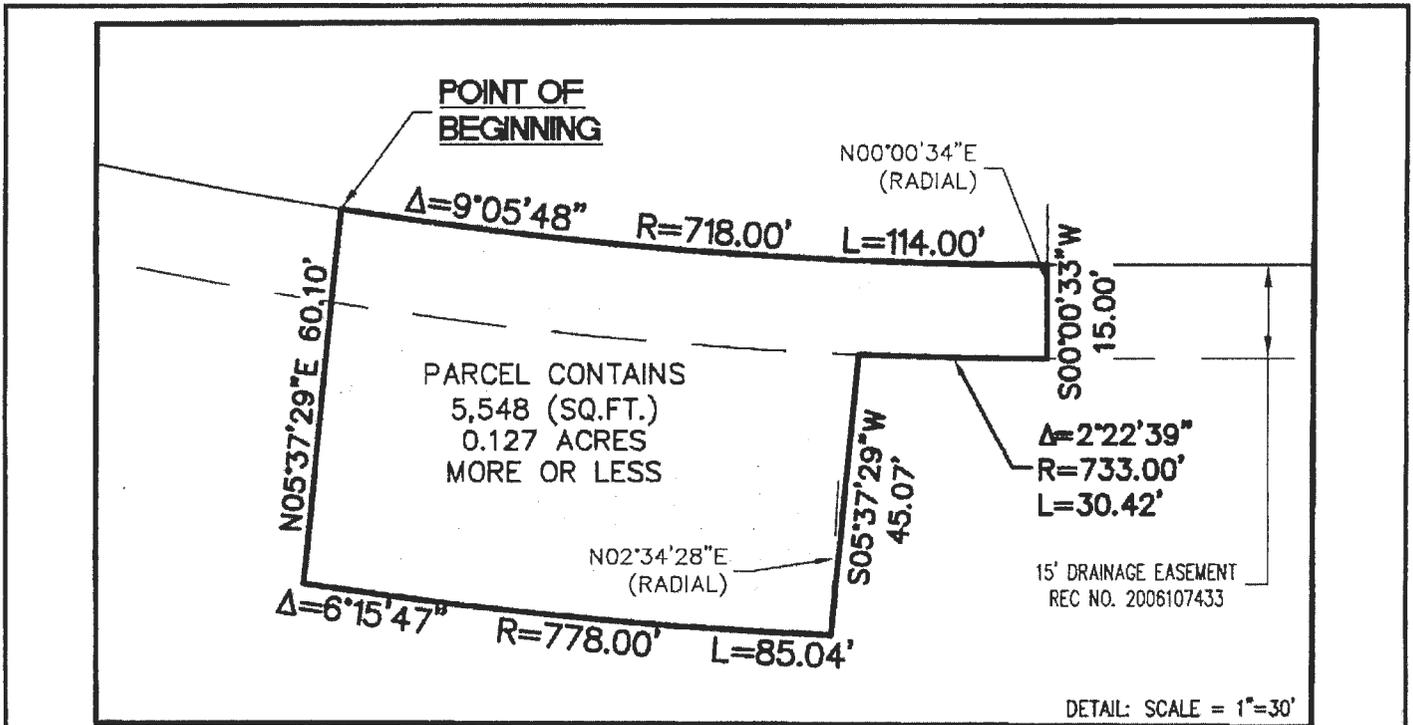
CONTAINING AN AREA OF 0.127 ACRES, (5,548 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

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



# ILLUSTRATION TO EXHIBIT A



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

PATH: Q:\24916-10\DWG  
DWC NAME: LOT 1 CROWN PT F1, 18TH AMND ESMT  
DWC: BJM CHK: DEC  
DATE: 04-28-2016  
SCALE: 1" = 200'



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Phone: (303)713-1898  
Fax: (303)713-1897  
www.aztecconsultants.com

**EXHIBIT B**  
NW 1/4 SEC. 10, T6S, R66W, 6TH P.M.  
DOUGLAS COUNTY, COLORADO  
JOB NUMBER 24916-10 2 OF 2 SHEETS

**EXHIBIT A**  
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, CROWN POINT FILING 1, 11TH AMENDMENT, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2006107433 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHEAST CORNER OF SAID LOT 2 WHENCE THE EASTERLY LINE OF SAID LOT 2 BEARS NORTH 05°31'19" EAST, WITH ALL BEARINGS HEREON REFERENCED THERETO, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 622.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°41'41" EAST;

THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 2 AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°36'41", AN ARC LENGTH OF 50.06 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE NON-TANGENT TO SAID CURVE NORTH 05°31'19" EAST, A DISTANCE OF 10.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 612.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 10°23'04" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'29", AN ARC LENGTH OF 15.04 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 05°31'19" EAST, A DISTANCE OF 50.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 562.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 09°17'03" EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'15", AN ARC LENGTH OF 35.03 FEET TO THE EASTERLY LINE OF SAID LOT 2;

THENCE NON-TANGENT TO SAID CURVE ALONG SAID EASTERLY LINE SOUTH 05°31'19" WEST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 0.052 ACRES, (2,252 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



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

# ILLUSTRATION TO EXHIBIT A

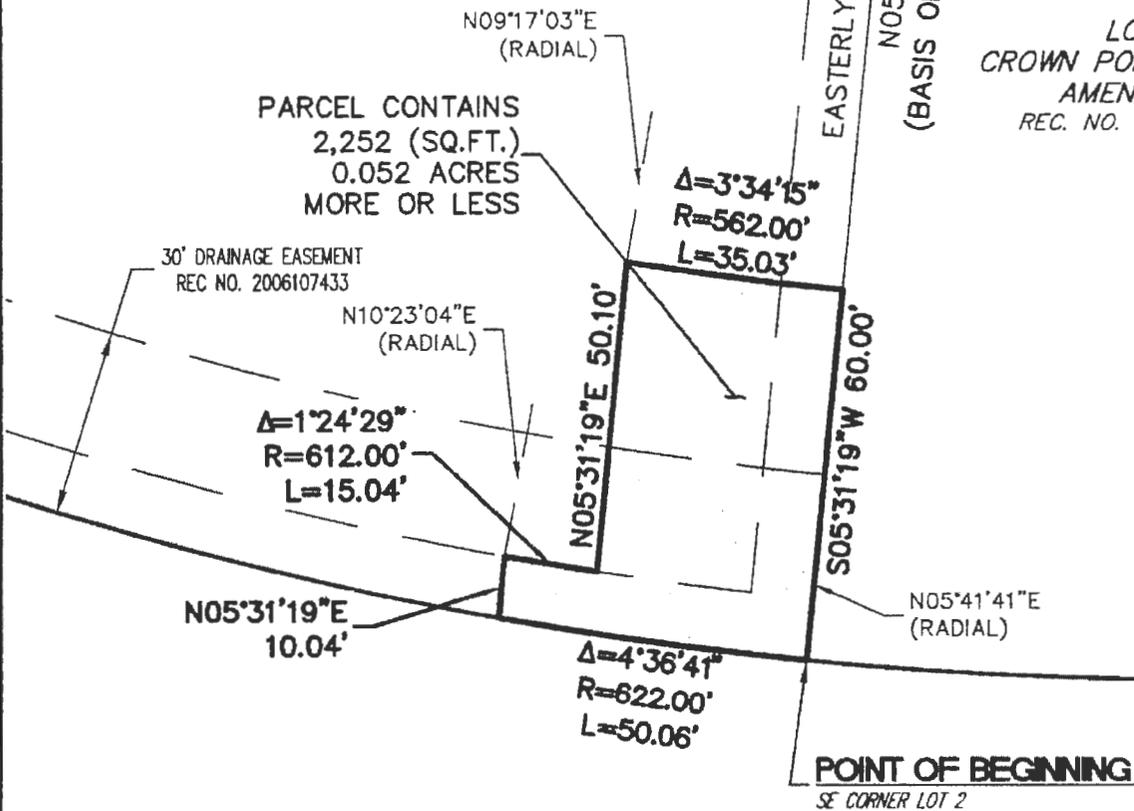
NW 1/4 SEC. 10,  
T.6S., R.66W., SIXTH P.M.

LOT 2, BLOCK 1  
CROWN POINT FILING 1,  
11TH AMENDMENT  
REC. NO. 2006107433

10' UTILITY EASEMENT  
REC NO. 2006107433

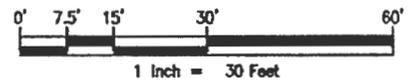
LOT 1  
CROWN POINT F#1 9TH  
AMENDMENT  
REC. NO. 2005113942

PARCEL CONTAINS  
2,252 (SQ.FT.)  
0.052 ACRES  
MORE OR LESS



222777  
04/29/16

CROWN CREST BLVD  
(96' WIDE PUBLIC ROW)  
REC. NO. 00073633



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

PATH: Q:\24916-10\DWG  
DWG NAME: 1281 CROWN PT FL, 11TH AMND-ESMT  
DWG: BJM CHK: DEC  
DATE: 04-28-2016  
SCALE: 1" = 30'



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

**EXHIBIT A**  
NW 1/4 SEC. 10, T6S, R66W, 6TH P.M.  
DOUGLAS COUNTY, COLORADO  
JOB NUMBER 24916-10 2 of 2 SHEETS

# **EXHIBIT B**

## **Traffic Signal Construction Plans**

**(Dated 06/13/2016) (4 pages)**

# TRAFFIC SIGNALIZATION PLAN

CROWN CREST BLVD AT PARKER ADVENTIST HOSPITAL/LIFETIME FITNESS ACCESS

TOWN OF PARKER, COLORADO

FHU PROJECT NO. 116115-01

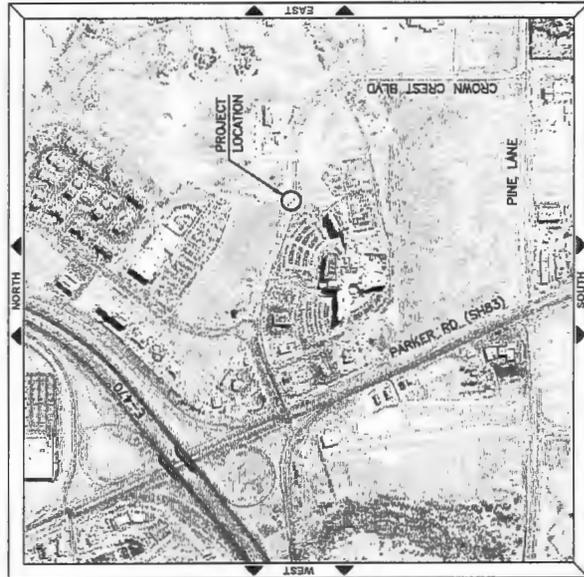
TOWN OF PARKER CIP 16-015

SCALE OF ORIGINAL DRAWINGS

ON PLAN 1"=30'

INDEX OF SHEETS

| SHEET NO. | DWG. NO.   | DESCRIPTION                            |
|-----------|------------|--|
| 1         | T-1        | TITLE SHEET                            |
| 2         | TAP-1      | TABULATION OF TRAFFIC SIGNAL ITEMS     |
| 3-4       | TS-1 TO 2  | TRAFFIC SIGNAL PLANS                   |
| 5-8       | ITS-1 TO 4 | INTERCONNECT CONDUIT PLANS             |
| 9-16      | -          | TOWN OF PARKER STANDARD SIGNAL DETAILS |



GENERAL NOTES:

- ALL TRAFFIC SIGNAL CONSTRUCTION, EQUIPMENT AND MATERIALS SHALL BE IN CONFORMANCE WITH THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, REVISED JULY 2015. CHAPTER 7 OF THIS MANUAL INCLUDES THE TOWN'S TRAFFIC SIGNAL SPECIFICATIONS, AND APPENDIX D INCLUDES STANDARD TRAFFIC SIGNAL DETAILS. IN CASES OF OMISSION, THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2011) AND STANDARD PLANS (JULY 2012) SHOULD BE APPLIED.
- THE CONTRACTOR SHALL CONTACT THE TOWN OF PARKER ENGINEERING DEPARTMENT A MINIMUM OF 48 HOURS AND A MAXIMUM OF 96 HOURS PRIOR TO STARTING SIGNAL CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY CONSTRUCTION PERMITS WITH THE TOWN OF PARKER.
- THE CONTRACTOR SHALL APPLY FOR AND OBTAIN A TOWN RIGHT-OF-WAY USE PERMIT (ENGINEERING) AND AN ELECTRICAL PERMIT (BUILDING) FOR THIS PROJECT. THIS WORK SHALL BE INCIDENTAL TO THE PROJECT. THE PERMITS WILL BE NO-COST TO THE CONTRACTOR.
- THE TOWN OF PARKER WILL FURNISH ALL TRAFFIC SIGNAL LIGHT POLES, MAST ARMS, LUMINAIRE ARMS AND ANCHOR BOLTS. FOR THIS PROJECT, THE CONTRACTOR SHALL COORDINATE WITH DAVE ADEN AT 303-805-3202 PRIOR TO PICKING UP THE POLES AT THE TOWN YARD AT 9045 TAMMY LANE.
- THE CONTRACTOR SHALL COORDINATE WITH THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION (IREA) TO OBTAIN THE NECESSARY POWER CONNECTION TO THE TRAFFIC SIGNAL TO ENSURE THAT IT IS OPERATIONAL IN A TIMELY MANNER.
- THE CONTRACTOR SHALL VACUUM EXCAVATE ALL TRAFFIC SIGNAL POLE FOOTINGS TO ENSURE THAT ALL UTILITIES WILL NOT BE IMPACTED. WORK SHALL BE INCIDENTAL TO THE CASSEAN (SPECIAL) PAY ITEM.

|   |                                |  |                   |
|---|--------------------------------|--|-------------------|
| Print Date: 6/13/2016 9:34:37 AM  | File Name: A116115-01TTL01.dwg | Horizontal Scale: X                                  | Vertical Scale: X |
| 8300 South Brynmae Way, Suite 600<br>Centennial, CO 80111<br>Phone: 303.721.1460<br>Fax: 303.721.0632 |                                | FELSNRO<br>HOLT &<br>ULLEVIO                         |                   |
| SHEET REVISIONS<br>(E-X)<br>0000  |                                | SHEET REVISIONS<br>Date<br>Comments                  |                   |
| Initials  |                                | As Constructed<br>No Revisions:<br>Revised:<br>Void: |                   |
| PARKER ADVENTIST HOSPITAL ACCESS<br>TRAFFIC SIGNAL PLANS<br>TITLE SHEET                               |                                | Designer:<br>Detailer:<br>Submitter:                 |                   |
| Project No./Code<br>CIP 16-015  |                                | T-- of 1<br>Sheet Number<br>1                        |                   |



TABULATION OF TRAFFIC SIGNAL ITEMS - SCHEDULE A

| CDOT ITEM NO. | Parker Stds & Specs | ITEM DESCRIPTION   | UNITS | TOTAL | NOTES   |
|---------------|---------------------|--|-------|-------|---|
| 203-01597     | -                   | POTHOLING  | HOURL | 40    | Potholing work in addition to vacuum patching for pole foundations                        |
| 202-00250     | -                   | REMOVAL OF PAVEMENT MARKING                                      | SF    | 78    | Removed of lane arrows  |
| 202-00810     | -                   | REMOVAL OF GROUND SIGN   | EACH  | 2     | Includes removal of bases and all attached sign panels                                    |
| 503-00024     | 7.1.3.1             | CAISSON (24 INCH) (SPECIAL)                                      | LF    | 6     | Vacuum Excavated Footing - Parker Signal Detail 6   |
| 503-00036     | 7.1.3.1             | CAISSON (36 INCH) (SPECIAL)                                      | LF    | 4     | Vacuum Excavated Footings - Parker Signal Detail 2: 1-10', 2-12' and 1-14' Caissons       |
| 608-00006     | -                   | CONCRETE SIDEWALK (6 INCH)                                       | SY    | 8     | For sidewalk replacement, only if necessary. Includes sawcut and removal of old sidewalk. |
| 613-00206     | 7.1.3.2             | 2 INCH ELECTRICAL CONDUIT (BORED)                                | LF    | 910   | PVC Schedule 80   |
| 613-00306     | 7.1.3.2             | 3 INCH ELECTRICAL CONDUIT (BORED)                                | LF    | 950   | PVC Schedule 80   |
| 613-07000     | -                   | PULL BOX (SPECIAL)   | EACH  | 4     | Waterwate Type - Parker Signal Detail 5   |
| 613           | 7.1.3.3             | PULL BOX (17'X30')   | EACH  | 1     | Large Pull Box - Parker Signal Detail 5   |
| 613           | 7.1.3.3             | PULL BOX (13'X24')   | EACH  | 4     | Medium Pull Box - Parker Signal Detail 5  |
| 613-10000     | -                   | WIRING   | LS    | 4     | Includes All Wiring and Installation of Town furnished EMS Marker Balls at Pull Boxes     |
| 613-20200     | -                   | LUMINAIRE (INSTALL ONLY)   | EACH  | 4     | Furnished by Town of Parker   |
| 614-00011     | 7.2.1               | SIGN PANEL (CLASS I)   | SF    | 45    | Parker Signal Detail 3  |
| 614-10130     | 7.1.7.3             | ILLUMINATED SIGN   | EACH  | 4     |   |
| 614-70150     | 7.1.7.2             | PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)                          | EACH  | 8     |   |
| 614-70336     | 7.1.7.1 & 4         | TRAFFIC SIGNAL FACE (12-12-12)                                   | EACH  | 14    | LED Type  |
| 614-70560     | 7.1.7.1 & 4         | TRAFFIC SIGNAL FACE (12-12-12-12)                                | EACH  | 4     | LED Type  |
| 614           | 7.1.7.9             | FIRE PREEMPTION DETECTION SYSTEM                                 | LS    | 1     | G1T 2-Model 711, 1-Model 722, and 2-762 Phase Selectors                                   |
| 614-72860     | 7.1.7.10 & 11       | PEDESTRIAN PUSH BUTTON   | EACH  | 8     | Polara Bulldog (BDLMZ) and R10-3e sign  |
| 614-72855     | 7.1.3.5             | TRAFFIC SIGNAL CONTROLLER CABINET                                | EACH  | 1     | 333 Cabinet (Painted) with UPS. Includes Porch-Style Fiberglass Base                      |
| 614           | 7.1.3.5             | TRAFFIC SIGNAL VEHICLE DETECTOR (LOOP TYPE) (TYPE I)             | EACH  | 7     | ODOT Std. S-614-43. Includes sawcutting, sealing, wiring and cabinet hardware/amplifiers. |
| 614-81011     | 7.1.7.12            | TRAFFIC SIGNAL-LIGHT POLE STEEL (1 MAST ARM) (INSTALL ONLY)      | EACH  | 4     | 1-60' Arm, 1-45' Arm, 1-40' Arm and 1-35' Arm, (Furnished by Town of Parker)              |
| 614-72863     | 7.1.7.15            | PEDESTRIAN PUSH BUTTON POST ASSEMBLY                             | EACH  | 1     | Parker Signal Detail 4  |
| 614-84100     | 7.1.7.14            | TRAFFIC SIGNAL PEDESTAL POLE ALUMINUM                            | EACH  | 1     | 15-FT Pole  |
| 614-86246     | 7.1.7.16            | CONTROLLER (170E-HC11)   | EACH  | 1     | Includes WAPITI W4K5  |
| 614-86600     | 7.1.7.16            | UNINTERRUPTED POWER SUPPLY                                       | EACH  | 1     | CLARY SP1250LX  |
| 626-00000     | -                   | MOBILIZATION   | LS    | 1     |   |
| 627-30410     | 7.2.2               | PERFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)           | SF    | 59    | 90 MIL  |
| 627-30410     | 7.2.2               | PERFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK - STOPLINE)      | SF    | 280   | 90 MIL  |
| 630           | -                   | CONSTRUCTION TRAFFIC CONTROL                                     | LS    | 1     |   |
| 700-70010     | -                   | F/A MINOR CONTRACT REVISIONS                                     | FA    | 1     |   |
| 700-90064     | -                   | F/A FURNISH & INSTALL ELECTRIC SERVICE CONNECTION AND DISCONNECT | FA    | 1     |   |

TABULATION OF TRAFFIC SIGNAL INTERCONNECT ITEMS - SCHEDULE B

| CDOT ITEM NO. | Parker Stds & Specs | ITEM DESCRIPTION                  | UNITS | TOTAL | NOTES                                    |
|---------------|---------------------|-----------------------------------|-------|-------|--|
| 613-00206     | 7.1.3.2             | 2 INCH ELECTRICAL CONDUIT (BORED) | LF    | 2880  | PVC Schedule 80                          |
| 613           | 7.1.3.3             | PULL BOX (13'X24')                | EACH  | 12    | Medium Pull Box - Parker Signal Detail 5 |

Print Date: 6/13/2016 9:34:48 AM  
 File Name: T1161115-01TAB01.dwg  
 Horizontal Scale: NTS Vertical Scale: NTS

6300 South Syracuse Way, Suite 600  
 Parkersburg, WV 26101  
 U.S.E.V.I.S. | Fax: 303.721.0832

As Constructed

No Revisions:

Revised:

Void:



Sheet Revisions

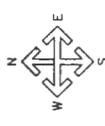
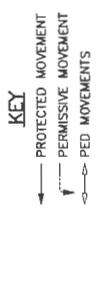
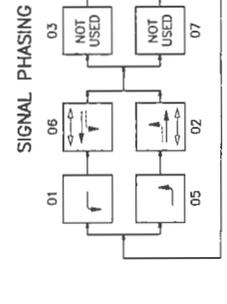
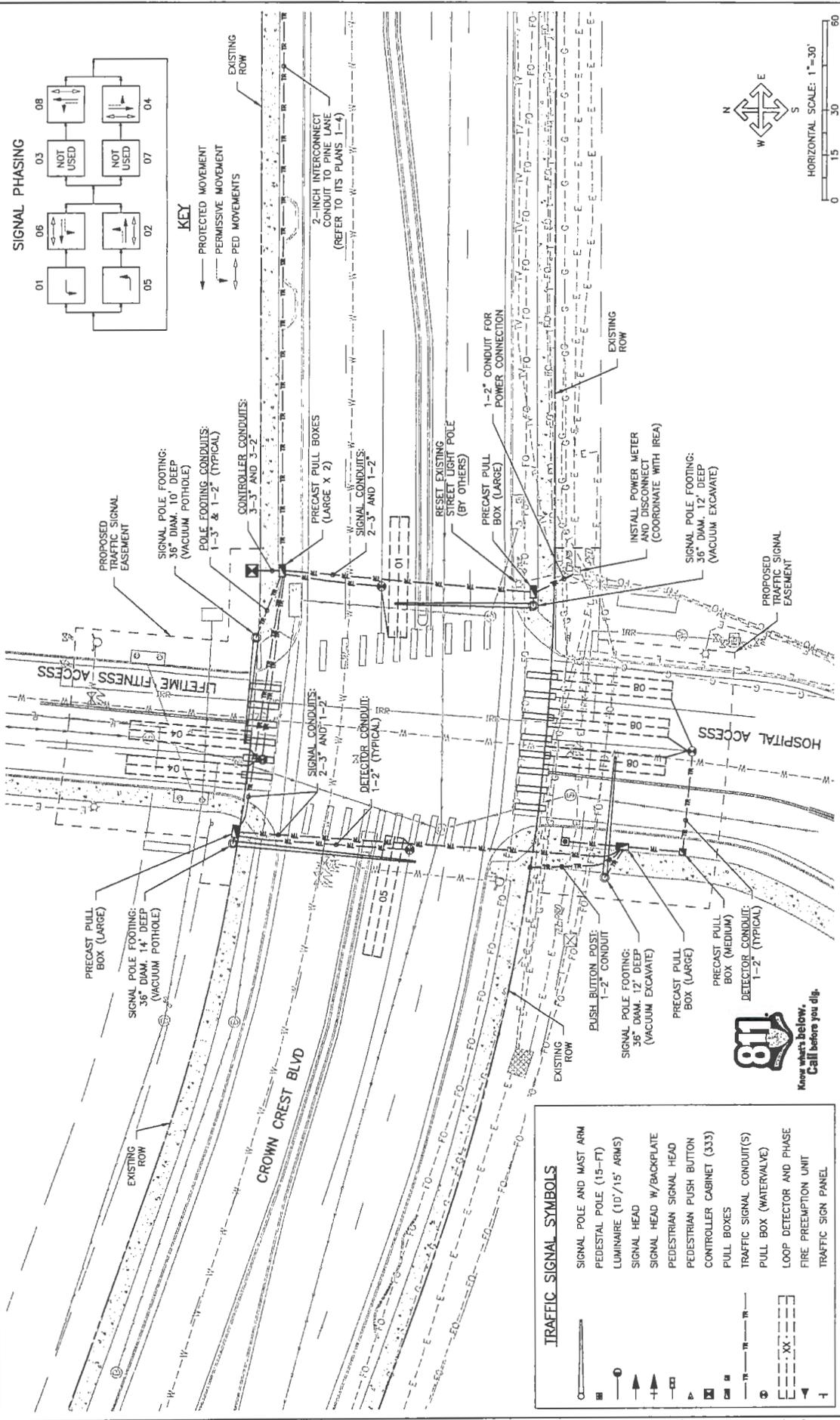
| Rev | Date | Comments | Initials |
|-----|------|----------|----------|
|     |      |          |          |
|     |      |          |          |
|     |      |          |          |

Project No./Code  
CIP 16-015

TRAFFIC Sheets: TAB-1 of 1

Sheet Number  
2





HORIZONTAL SCALE: 1"=30'

0 15 30 60

### TRAFFIC SIGNAL SYMBOLS

|  |                           |
|--|---------------------------|
|  | SIGNAL POLE AND MAST ARM  |
|  | PEDESTAL POLE (15-FT)     |
|  | LUMINAIRE (10'/15' ARMS)  |
|  | SIGNAL HEAD               |
|  | SIGNAL HEAD W/BACKPLATE   |
|  | PEDESTRIAN SIGNAL HEAD    |
|  | PEDESTRIAN PUSH BUTTON    |
|  | CONTROLLER CABINET (333)  |
|  | PULL BOXES                |
|  | TRAFFIC SIGNAL CONDUIT(S) |
|  | PULL BOX (WATERVALVE)     |
|  | LOOP DETECTOR AND PHASE   |
|  | FIRE PREEMPTION UNIT      |
|  | TRAFFIC SIGN PANEL        |



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 Horizontal Scale: 1:30 Vertical Scale: NA  
 8900 South Syracuse Way, Suite 600  
 Centennial, CO 80111  
 PLS@FELSVU.UTLULVWS.COM  
 TEL: 303.721.0932 FAX: 303.721.0932

| Sheet Revisions |          | As Constructed |           | Parker Adventist Hospital Access Traffic Signal PLAN |                  |
|-----------------|----------|----------------|-----------|--|------------------|
| Date            | Comments | No Revisions:  | Design:   | LCL Structure Numbers                                | Project No./Code |
|                 |          |                |           |  | CIP 16-015       |
|                 |          | Revised:       | Detailer: | LCL Numbers  |                  |
|                 |          | Void:          | Subset:   | TRAFFIC Sheets:                                      | Sheet Number     |
|                 |          |                |           | TS-2 of 2  | 4                |







ITEM NO: 10  
DATE: 07/18/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 3.324 – A Bill for an Ordinance to Repeal and Reenact Chapter 13.09 of the Parker Municipal Code Concerning the Town of Parker Sign Code**

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1<sup>ST</sup> READING (07/05/2016)
- ORDINANCE FOR 2<sup>ND</sup> READING (07/18/2016)
- RESOLUTION

*Rosemary Nietsema for*  
**John Fussa, Community Development Director**

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

**ISSUE:**

In June 2015, the U.S. Supreme Court ruled on the *Reed v. Town of Gilbert* case and determined that the Town of Gilbert, Arizona had violated the First Amendment by placing different limits on signs based on their content. In order to respond to the court case ruling, the Town will need to amend our sign code to remove sections of the current sign code that are content based in order to create a content neutral sign code. For example, the Town sign code currently regulates sign types such as election signs, residential entrance signs and governmental flags that are content based where the new sign code will only include categories such as temporary signs, permanent signs, building signs and freestanding signs.

**PRIOR ACTION:**

On July 5, 2015, Town Council approved Ordinance 3.324 at first reading.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

In the summer of 2015, the U.S. Supreme Court ruled on the *Reed v. Town of Gilbert* case and the issue of temporary signs. In order to ensure compliance with the new ruling, this proposed code amendment will remove content based sign types and replace them with content neutral sign types and definitions. To the greatest extent possible, the Town has attempted to keep the current setbacks, scale and size requirements consistent with the current code as a part of this phase of updates.

The nonresidential permanent, window and temporary signage calculations and maximum square footage stay extensively the same.

If approved, this sign code will allow businesses to have more banners over a year, more construction site signage, sign message changes without a permit and now permit sandwich board signs at their front doors throughout Town.

Significant changes proposed to the sign code include the following:

- All temporary signs will no longer require a permit, but will be required to be submitted to an online registry. There will be no fee and no Town approval for signs submitted to the registry. It will be the obligation of the property owner to comply with the code requirements.
- Temporary signs may be displayed:
  - \* 150 days per year for freestanding signs (90 days with 60 day extension), this is a decrease from the current code which allows 180 days per year (90 days with 90 day extension)
  - \* 90 days per year for banners (Six 15 day banners), this is an increase from the current code which allows four 15 day banners
  - \* Sandwich board signs shall only be displayed during business hours
- Construction Sites: Temporary signs on nonresidential construction sites with active building permits for a new primary use and for residential subdivisions with active new home permits have been expanded to allow for the following:
  - \* Up to three temporary signs per arterial, collector or non-residential local frontage
  - \* Up to 32 square-feet per sign on roads with a speed limit of 35 miles per hour (mph) or less; 64 square-feet per sign on other roads
  - \* These signs may be attached to fences
- Residential total sign area is permitted as follows:
  - \* Six square-feet per dwelling unit; up to 60 square feet per building
  - \* Plus six square feet for temporary signage
  - \* Illumination of signs is not permitted on single-family lots
- Sandwich board signs will be permitted for all businesses within Town, subject to location and size criteria. The current code limits sandwich boards to downtown but has been expanded Town-wide to partially address business requests.
- Temporary signs which are approved as a part of a Community Events Permit do not count against temporary sign totals and do not require registry. This change clarifies our current policy and supports community events in Town.
- All vacant properties are permitted the same amount of temporary and permanent signage as nonresidential properties without a primary use.
- Flags are permitted to be 100 sq ft on nonresidential properties and 25 sq ft on residential properties; and flag pole height requirement are defined.

- Face changes to existing signs do not require a sign permit under the proposed code. The current code requires that businesses get a new sign permit every time they change the message on the sign.
- Variances: The new code would allow for administrative approval of variances to sign setbacks, height and size up to 15%. Variance requests that exceed 15% would be subject to a public hearing process. This allows staff more flexibility to work with businesses through the sign permitting process.
- Unified Sign Programs and the Business Advertising Art sections have been removed from the sign code.
- Planned Sign Program requirements remain the same except that a Planned Sign Program is now required for shopping centers with seven or more businesses versus three or more business in the current code. This change will provide more flexibility for property owners and businesses
- Temporary signs displayed between October 1 through November 15 of any given year, do not require sign registry as discussed with Town Council.

**RECOMMENDATION:**

Planning Commission will make a recommendation to Town Council on July 14, 2016. Staff recommends that the Town Council approve Ordinance No. 3.324.

**PREPARED/REVIEWED BY:**

James S. Maloney, Town Attorney; Bryce Matthews, Planning Manager; John Fussa, Community Development Director

**ATTACHMENTS:**

Ordinance No. 3.324

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 3.324 on second reading."

ORDINANCE NO. 3.324, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO REPEAL AND REENACT CHAPTER 13.09 OF THE PARKER MUNICIPAL CODE CONCERNING THE TOWN OF PARKER SIGN CODE**

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

**Section 1.** Chapter 13.09 of the Parker Municipal Code is repealed and reenacted as follows:

**CHAPTER 13.09**

**Sign Code**

**13.09.010 Purpose and intent.**

The purpose of this Chapter is to promote the public health, safety and welfare by establishing standards and criteria for the construction, installation, maintenance and operation of signs in the Town of Parker, which are subject to the provisions of this Chapter. More specifically, this Chapter is intended to:

- (1) Enhance and protect the physical appearance of the Town;
- (2) Further the values, goals and policies set forth in the Town's Master Plan;
- (3) Protect property values;
- (4) Promote and maintain visually attractive, high-value residential, retail, commercial and industrial areas;
- (5) Promote the economic well-being of the community by creating a favorable physical image;
- (6) Ensure that signs are located and designed to:
  - a. Provide an effective means of way-finding in the community;
  - b. Afford the community an equal and fair way to advertise and promote its products and services;
  - c. Reduce sign clutter and the distractions and confusion that may be contributing factors in traffic congestion and accidents, and maintain a safe and orderly pedestrian and vehicular environment;

d. Minimize the disruption of the scenic views which when maintained protect important community values; and

e. Afford businesses, individuals and institutions a reasonable opportunity to use signs as an effective means of communication;

(7) Provide review procedures that assure that signs are consistent with the Town's objectives and within the Town's capacity to efficiently administer the regulations; and

(8) Provide for and ensure the protection of the free speech rights of the Town's citizens, residents, businesses, and visitors as established in the United States and Colorado constitutions.

### **13.09.020 General provisions.**

(a) Applicability. All construction, relocation, enlargement, alteration, and modification of signs within the Town shall conform to the requirements of this Chapter.

(b) Permit required. A sign permit issued in accordance with the administrative procedures set forth in Subsection 13.09.040(c) of this Chapter shall be required for all permanent signs allowed under this Chapter, unless otherwise exempted by Subsection (d) below or as otherwise set forth herein. In addition, a new sign permit shall be required for any change or modification to the sign location, size, shape or other characteristic of the sign except its message.

(c) Registration required. Registration in accordance with the administrative procedures set forth in Subsection 13.09.040(b) of this Chapter shall be required for all temporary signs allowed under this Chapter, unless otherwise exempted by Subsection (d) below or as otherwise set forth herein.

(d) Exemptions. The following signs and displays are exempted from regulation and permitting under this Chapter:

(1) Any sign required by a valid and applicable federal, state or local law, ordinance or regulation;

(2) Signs and other visual displays erected by, or at the direction of, federal, state or local governmental or quasi-governmental agencies;

(3) Any sign not legible from any right-of-way or abutting property;

(4) Decorative lighting displays, *i.e.*, holiday lights, that do not display a commercial message; provided: (i) that such displays comply with the lighting standards set forth in Section 13.10.140 of this Title; and (ii) that such displays may not be displayed for longer than two consecutive months per year in all zoning districts except such displays are allowed year-round in the

Historic Center and Pikes Peak Center design districts of the Greater Downtown District;

(5) Any sign smaller than two square feet in area, if located on a residential parcel;

(6) Signs conforming to or required by the Manual of Uniform Traffic Control Devices, as published by the Federal Highway Administration from time to time under 23 Code of Federal Regulations, Part 655, Subpart F;

(7) Signs on athletic fields and scoreboards intended for on-premises viewing;

(8) Signs located on any Town-owned property not specifically addressed in this Chapter;

(9) Signs displayed on motor vehicles, including trucks, buses, trailers or other motor vehicles operated in the normal course of business, subject to the following limitations:

a. Any vehicle utilized for the display of a motor vehicle sign must have all required State of Colorado licenses, license plates and inspection stickers, and must be currently operable;

b. Any vehicle utilized for the display of a motor vehicle sign must be regularly operated, which shall mean that the vehicle must leave the premises on a regular basis for a business purpose, and any such vehicle shall not be parked in excess of twelve (12) continuous hours within one hundred fifty (150) feet of a business location unless such vehicle is being offered for sale, lease, or rent from such business; and

c. Any motor vehicle sign shall be magnetic, have vinyl graphics, or be painted directly on the vehicle. A motor vehicle sign may be attached to a hitch on the vehicle, but such sign may not protrude more than eighteen (18) inches from the rear bumper of the vehicle; and

(10) Signs displayed in accordance with an approved community event plan pursuant to Chapter 10.08 of this Code.

(e) Exception to permitting requirement. Any permanent freestanding sign(s) meeting the requirements of Subparagraph 13.09.080(f)(2)a. of this Chapter shall not require a permit.

(f) Prohibited signs. Without limiting the generality of any other permissions or prohibitions contained in this Chapter, the following signs are expressly prohibited by this Chapter:

(1) Except in accordance with Chapter 10.13 of this Code, any sign placed by a nongovernmental person or entity and located within the right-of-way;

(2) Any sign or display that would conflict with the provisions of the Colorado Roadside Advertising Statute, Section 43-1-401, *et seq.*, C.R.S., as the same may be amended from time to time;

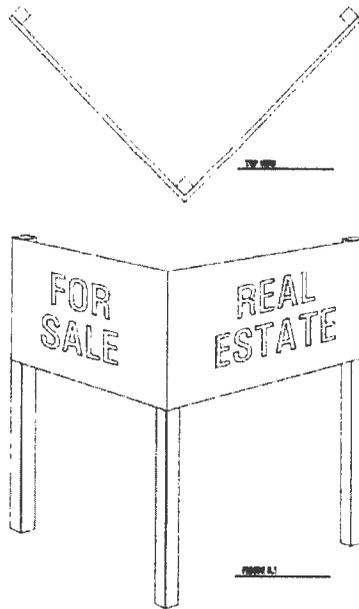
(3) Flashing, moving, animated, coursing, blinker, racer-type, intermittent, rotating, moving or revolving signs and/or devices, whirligig devices, inflatable signs and tethered balloons, pennants, ribbons, streamers, spinners and other similar types of attention-getting devices, except for changeable copy signs when in compliance with the applicable regulations in this Chapter;

(4) Handheld commercial signs;

(5) Signs which incorporate projected or three-dimensional images, emit any sound which is intended to attract attention or involve the use of live or preserved animals;

(6) Roof signs and other roof-mounted signs or signs which project above the highest point of the roofline or fascia of a building upon which such sign or signs are attached;

(7) Temporary signs with more than one (1) face where the faces meet at an angle greater than zero (0) degrees, as shown in Figure 1 (otherwise referred to as V-shaped or angle signs);



**Figure 1**  
**V-Shaped or Angle Signs**

(8) Signs advertising or promoting businesses or events of a commercial nature occurring on a parcel other than that upon which the sign is located, except as expressly allowed in this Chapter;

(9) Signs with more than two (2) faces.

(10) Signs with commercial messages that concern illegal activity or are false or misleading, and

(11) All other signs not expressly allowed pursuant to this Chapter.

(g) Interpretations.

(1) Prohibited signs. All signs not expressly allowed in accordance with this Chapter are prohibited.

(2) Interpretation by director. Unless otherwise stated in this Chapter, all determinations, findings, and interpretations shall be made by the Planning Director.

(3) Conflicts. No provision of this Chapter shall be interpreted as authorizing the erection or maintenance of any sign or display in a manner that would conflict with the provisions of the Colorado Roadside Advertising Act, Section 43-1-401, *et seq.*, C.R.S., as the same may be amended from time to time. In the event of a conflict between this Chapter and any other applicable provision of federal, state or local law, the more strict provision will govern.

(4) Substitution of messages. This Chapter is not intended to, and shall not be interpreted to restrict noncommercial speech on the basis of its content, viewpoint, or message. Any commercial sign authorized to be erected by this Chapter may display a noncommercial message.

(h) Severability. The invalidation of any section, subsection, clause, word, or phrase of this Chapter by any court of competent jurisdiction shall not affect the validity of the remaining portions of this Chapter.

(i) Transitional provisions.

(1) Pending permits. If a permit for a sign has been submitted or issued in accordance with all Town regulations in effect prior to the effective date of this Chapter, and provided that construction on such sign is commenced within one hundred eighty (180) days of date upon which the Town approved such permit and such construction is diligently pursued to completion, said sign may be completed in accordance with the approved permit. Following completion of the sign, to the extent such sign does not conform to the provisions of this Chapter as the same may be in effect from time to time,

such sign will be subject to the nonconforming use provisions set forth in Section 13.09.100 of this Chapter, as applicable.

(2) Prior violations. All violations of the sign regulations repealed by the adoption of this Chapter shall remain violations of the ordinances of the Town, and all penalties and enforcement remedies set forth herein shall be available to the Town as though the violation were a violation of this Chapter; provided, however, that if the effect of the enactment of this Chapter is to make a sign that was formerly unlawful or nonconforming become lawful and/or conforming, then no enforcement action shall be taken except for the imposition and collection of penalties, other than the removal of the sign, for the violations that occurred prior to the effective date of this Chapter.

### **13.09.030 Definitions.**

Unless otherwise specifically provided, or unless otherwise clearly required by the context, the words and phrases defined in this Section shall have the meanings indicated when used in this Chapter. Words and phrases used in connection with measurement of signs are set forth in Section 13.09.050 of this Chapter.

*Architectural feature* means any construction attendant to, but not an integral part of, the sign, which may consist of landscape, building or structural forms that enhance the site in general; also, graphic stripes and other architectural painting techniques applied to a structure that serve a functional purpose or, when the stripes or other painting techniques are applied to a building, provided that such treatment does not include lettering, logos or pictures.

*Building Unit* means a space in a building that is leased or occupied by a commercial tenant or other occupant.

*Building wall* means any vertical surface of a building or structure that is integral to and can reasonably be construed as part of the architecture of the building. Examples of building walls include, but are not limited to: awnings, canopies, marquees, the vertical portion of gable roofs, parapets, mechanical penthouses, etc. Building wall shall not include pitched roofs, mansard roofs, fences or retaining walls.

*Commercial* means proposing or otherwise encouraging one or more commercial transactions.

*Flag* means any fabric, banner or bunting containing distinctive colors, patterns or symbols and is attached to a pole and which is intended to be permanently affixed to the ground or attached to a building.

*Illumination, internal* means lighting by means of a light source that is within a sign having a translucent background, silhouetting opaque letters or designs, or that is within letters or designs that are themselves made of translucent materials.

*Illumination, external* means lighting by means of a light source located outside of the sign.

*Noncommercial* means any message or other communication that does not meet the definition of commercial.

*Nonresidential* means any use that does not meet the standard for a residential use, including any vacant parcel.

*Parcel* means a lot, tract, plot or portion of a subdivision or other parcel of land in single ownership and not divided by a public right-of-way, so long as such area of land complies with the Land Development Ordinance of the Town of Parker. The term *lot* or *tract* may also be referring to a parcel. A business, commercial, industrial or office park or a shopping center shall constitute a single parcel.

*Residential* means any primary allowed land use that includes one or more dwellings. Residential uses expressly include single-family, duplex, townhome, and multiple-family dwellings.

*Right-of-Way* (or *ROW*) means a sidewalk, curb, street, alley, bike path or other similar public improvement located in a public right-of-way normally used for the travel of pedestrians, motor vehicles, bicycles or like vehicles.

*Sign* means any structure, which requires a permanent or temporary location, that has a visual display visible from a public right-of-way and is designed to identify, announce, direct, or inform.

*Sign, abandoned* means any sign (together with its supporting structure) that no longer advertises or identifies a bona fide business, owner, lessor, person, service, product, event or activity, or for which no legal owner can be found. This definition shall not apply to permanent signs accessory to businesses which are open only on a seasonal basis, provided that there is clear intent to continue operation of the business.

*Sign, banner* means a sign made of lightweight fabric or similar material with no enclosing framework.

*Sign base* means the pedestal or other structural feature that is directly affixed to the ground on any ground-mounted sign.

*Sign, building* means any sign attached to any part of a building and including wall, awning, canopy and projecting signs.

*Sign, changeable copy* means a portion of a sign with letters, characters or graphics that are not permanently affixed to the structure, framing or background, allowing the letters, characters or graphics to be modified from time to time manually or by electronic or mechanical devices, such as a bulletin board or

electronic message board. Changeable copy signs shall be classified as permanent signs.

*Sign, electric* means any sign containing electric wiring, but not including signs illuminated by exterior light sources, such as floodlights.

*Sign, freestanding* means a sign supported from the ground and not attached to any building.

*Sign, handheld* means a sign that is, or was intended to be, held by, attached to, or affixed on an individual.

*Sign, Inflatable* means any inflatable shape or figure designed or used to attract attention to a business event or location.

*Sign, instructional* means a sign reasonably necessary for the safe circulation of pedestrian or vehicular traffic within a given parcel, which may be freestanding or attached to a building.

*Sign, motor vehicle* means a sign displayed on motor vehicles, including trucks, buses, trailers or other motor vehicles such as moving vans, delivery trucks, rental trucks, trailers and the like, but not including vehicles used for commercial transit and licensed by the Public Utilities Commission of the State such as taxies and buses.

*Sign, nonconforming* means any sign that:

a. On the effective date of the ordinance codified in this Chapter, was lawfully maintained and had been lawfully erected in accordance with the provisions of any prior applicable sign regulation but does not conform to the limitations established by this Chapter; or

b. On or after the effective date of the ordinance codified in this Chapter, was lawfully maintained and erected in accordance with the provisions of this Chapter but, by reason of amendment to this Chapter after the effective date thereof, does not conform to the limitations established by the amendment to this Chapter in the district in which the sign is located.

*Sign, permanent* means a sign that is designed to be used on a permanent basis and is intended to be attached to a building wall or sign structure or installed in the ground. Permanent signs expressly include blade/bracket signs, building signs, freestanding signs, and projecting signs.

*Sign, projecting* means a sign that is attached to a building wall and extending perpendicular to (or approximately perpendicular to) the building wall and twelve (12) inches or more beyond the face of the wall. A *projecting sign* shall also include a blade or bracket sign, or a combination of these sign styles, that hangs

or extends twelve (12) inches or more from a building wall, eave, fascia, canopy, awning or sign structure.

*Sign, roof* means a sign, or any portion thereof, erected, constructed or projecting upon or over the roof or parapet wall of any building, whether the principal support for the sign is on the roof, wall or any other structural element of the building.

*Sign, sandwich board* means a portable sign that is an A-frame-type sign that is hinged or unhinged, or is vertical and located on skids or runners, and which is portable and temporary in nature. A sandwich board sign does not include a sign attached to or affixed on an individual.

*Sign structure* means the supports, uprights, bracing or framework designed to support or exhibit a sign as it is regulated by the building code for structural soundness; provided, however, that sign structures shall not include fences or retaining walls.

*Sign, temporary* means a sign that is designed to be used only temporarily and is not intended to be permanently attached to a building wall or sign structure or permanently installed in the ground. Temporary signs expressly include banner signs, and may be building or freestanding signs.

*Sign, wall* means a type of building sign that is applied or attached to an exterior wall of a building.

*Sign, window* means a sign that is applied or attached to a window or door or a sign located near a window or door within a building for the purpose of being visible to and read from the outside of the building. Window signs may include permanent or temporary signs.

*Subdivision tract* means land designated on a final subdivision plat as a "tract" or otherwise designated for conveyance or dedication to a metropolitan district, owners association, or other entity allowing for common ownership of such land by the owners of lots within the subdivision, and used for the purpose of open space, parks, landscaping. For purposes of this Chapter, the term "subdivision tract" applies only to tracts, adjacent to right-of-ways, in subdivisions that contain one or more lots intended for single-family residential development.

#### **13.09.040 Administrative procedures.**

(a) Applicability. All signs requiring a sign permit or registration and regulated under this Chapter shall be allowed in accordance with this Section.

(b) Temporary signs. The Town will permit temporary signs on residential and nonresidential parcels in accordance with the following standards and procedures:

(1) Registry. All temporary signs must be registered with the Planning Department prior to being displayed. The Planning Department will maintain an electronic registry of all temporary signs, which registry will include the following information for each sign:

- a. Temporary sign registrant name, address, phone number and email address;
- b. Parcel owner name, address, phone number and email address;
- c. Parcel address;
- d. Approximate sign dimensions;
- e. Approximate sign location; and
- f. Commencement date and anticipated duration of sign display.

(2) Registry Not Required. Notwithstanding Paragraph (1) above, registration of temporary signs will not be required between October 1 and November 15 of each calendar year. During such period, temporary signs will be required to conform in all other respects to the provisions of this Chapter.

(3) Planning Department review. The Planning Department may cause any sign that does not comply with the standards set forth in this Chapter, including any sign that is not registered in accordance with this Section, to be removed immediately and without notice.

(c) Permanent signs. The Town will issue sign permits for permanent signs on residential and nonresidential parcels in accordance with the following standards and procedures:

(1) Submittal requirements. Any person desiring a sign permit shall submit the following materials to the Planning Department for the consideration of the permit request:

- a. Completed application form (application forms are available from the Planning Department);
- b. Application fee, as set by the Town Council from time to time;
- c. A scaled drawing of the proposed signage, including the location of the signage relative to other improvements on the subject property and, for freestanding signs, setbacks from property lines; and
- d. Any other supplemental materials deemed necessary for the review of the permit request.

(2) Completeness review. The Planning Department shall check each application submittal for its completeness, and provide notification to the applicant of any deficiencies in the application within a ten (10) days following receipt and review thereof. Upon the Planning Department's determination that the application is complete and receipt of all fees associated with the application, the application shall be reviewed by the Planning Department or its designee for conformity with this Chapter.

(3) Approval or denial. If the Planning Department finds that the sign permit application is in conformance with the provisions of this Chapter, the Code, and any other applicable regulations, including, if applicable, an approved planned sign program, the Planning Department shall issue a sign permit to the applicant within thirty (30) days of the date the completed application and applicable fee was filed. If the Planning Department does not approve the sign permit application, the Planning Department shall provide written notice of the denial, together with the reasons for the denial.

(4) Inspection. Because of the potential hazard to the public resulting from badly constructed or installed signs, all signs shall be inspected by the Building Division immediately after installation. Any signs found not to conform with the requirements of this Chapter and the approved sign permit shall be made to conform or be removed as provided in this Chapter.

(5) Appeals. Any applicant who is denied a sign permit may file a written appeal to the Planning Commission within ten (10) days following receipt of the written copy of the denial. Any nonprevailing party may file an appeal from the Planning Commission decision in accordance with applicable state law.

(6) Expiration. An approved sign permit shall expire one hundred eighty (180) days from the date of approval if no permitted signs have been constructed or erected within such time period.

(d) Variances.

(1) Applicability. Variances and other exceptions to the standards set forth in Sections 13.09.060, 13.09.070 and 13.09.080 of this Chapter may be granted in accordance with this Section; provided, however, that no variance shall be allowed to exceed the allowed sign area or sign height.

(2) Administrative variances. Upon receipt of an application for a variance pursuant to this Chapter, an administrative variance may be approved by the Planning Director if the variance meets all of the following criteria:

a. The applicant shall submit a completed sign application and appropriate fees to the Planning Department.

b. The applicant shall also submit a narrative letter describing the nature of the sign variance request as well as the hardship placed on the applicant resulting in the request.

c. Approval or denial of a variance pursuant to this subsection shall be based upon the criteria contained in Paragraph (d)(4) below.

d. A variance qualifies for an administrative variance if it requires less than a fifteen percent (15%) variance from the applicable regulation.

(3) Major variances. Any sign that does not conform to the provisions of this Chapter and does not qualify as an administrative variance pursuant to Paragraph (d)(2) above may be approved by the Town Council, upon recommendation from the Planning Commission, pursuant to the following:

a. The applicant shall submit a completed variance application and appropriate fees to the Planning Department.

b. The applicant shall also submit a narrative letter describing the nature of the sign variance request as well as the hardship placed on the applicant resulting in the request.

c. The Planning Department shall set a time before the Planning Commission and Town Council to consider the request at a public hearing.

d. Notice of the public hearing shall be provided as outlined in Chapter 13.08 of this Title.

e. Approval or denial of a variance pursuant to this subsection shall be based upon the criteria contained in Paragraph (d)(4) below.

f. All sign variance requests shall be processed in accordance with Section 13.04.260 of this Title.

(4) Approval criteria. No such variance shall be approved or recommended by the approving authority unless it finds that:

a. The strict application of the Chapter would produce peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of such property;

b. Such hardship results from exceptional narrowness, shallowness or shape of a specific piece of property at the time of the enactment of this Chapter, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of such piece of property;

c. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity, and the condition or situation

of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Chapter;

d. The authorization of such variance will not result in substantial detriment to adjacent property or the public good, materially change character of the district, or substantially impair the intent and purpose of the Chapter; and

e. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit, or caprice.

(e) Enforcement.

(1) Revocation of a sign permit.

a. Any signs found not to be in conformance with this Chapter shall be subject to revocation of the sign permit.

b. Except for signage that is included within an approved planned sign program, if any work on the sign as allowed has not commenced within a period of one hundred eighty (180) days from the date the sign permit was issued, the sign permit automatically expires. The Director may allow an extension of up to thirty (30) days for construction delays that are not the result of willful acts or neglect by the permittee.

c. No refund of any fees will be made if the sign permit is revoked or expired under the provisions of this Section.

(2) Fines and penalties.

a. Except as provided by Subparagraph b. below, any person who is convicted of, or pleads guilty or no contest to, a violation of this Chapter shall be punished by a fine not to exceed four hundred ninety-nine dollars (\$499.00). Each and every day on which any violation of this Chapter is committed, exists or continues shall be deemed a separate offense.

b. At the sole discretion of the Neighborhood Services Officer, the penalty assessment procedure provided in Section 3.03.300 of this Code may be used by the Neighborhood Services Officer while adhering to the fine schedules below, which are based on number of violations within a twelve-month period:

1. First violation: fifty dollars (\$50.00).
2. Second violation: one hundred dollars (\$100.00).
3. Third violation: two hundred dollars (\$200.00).

4. Fourth violation: A summons and complaint shall be required.

**13.09.050 Rules of measurement.**

The following regulations shall control the computation and measurement of sign area, sign height, building frontage and street frontage:

(1) Sign area.

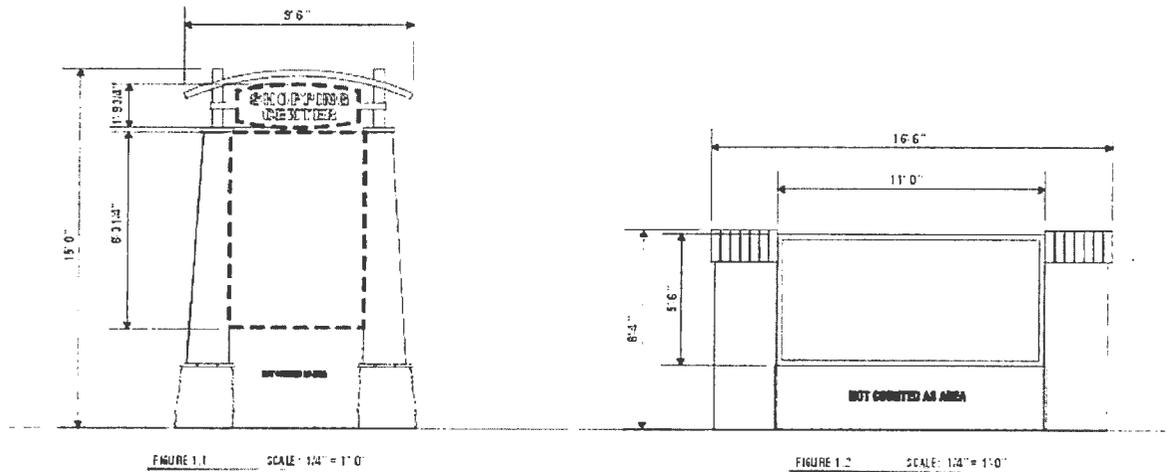
a. General. The sign area shall include the face of all the display area of the sign. The sign area shall include the frame and structural support unless such structural support is determined to be an architectural feature as defined in Section 13.09.030 of this Chapter, or except as specifically exempted by Subparagraph (1)d. below. Architectural features that are either part of a building or part of a freestanding structure as illustrated on approved site plan and sign plan elevations are not considered signs and are thus exempt from these regulations, however, any architectural feature that is part of a sign structure shall be subject to the height restrictions set forth in this Chapter.

b. Backgrounds. For a sign that is framed, outlined, painted or otherwise prepared and intended to provide a background for a sign display, the area of the sign shall be the entire area within a single contiguous perimeter of not more than eight (8) straight lines enclosing the extreme limits of the sign, including the background or frame.

c. Irregular shapes. For a sign comprised of individual letters, figures or elements on a wall or similar surface of a building or structure, the area of the sign shall be the entire area within a single contiguous perimeter of not more than eight (8) straight lines enclosing the extreme limits of all the elements in the display. For other irregularly shaped or circular signs, the area may be measured by means including mathematical methods of calculating area, *i.e.*,  $\pi r^2$  for a circular sign, etc. When separate elements are organized to form a single sign, but the elements are separated by open space, the area of the sign shall include all the display areas, including the space between the elements.

d. Sign faces. For freestanding and projecting signs, the sign area shall be computed by the measurement of: (a) both of the sign faces when both sign faces contain a display; or (b) only one of the sign faces when the reverse sign face is blank. For any sign that has two (2) display surfaces that do not comply with the above regulation, then each surface shall be included when determining the area of the sign. In determining the area of freestanding signs, the following shall be exempted from being considered as part of the maximum allowed area:

1. The air space under a freestanding sign between supporting posts, other airspace between a projecting sign and the wall to which it is attached. (See Figure 2.)



**Figure 2**  
**Calculation of Freestanding Sign Area**

2. Additional base area, framing or structural supports or other portions of the sign when such areas are determined to be:

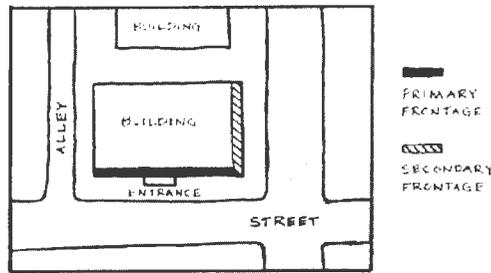
- a) Constructed and designed with materials which are similar to, or compatible with, the architecture of the building or other site features;
- b) Not intended or designed to include messages; and
- c) Exclusive of colors, trademarks or any other decorative design features that are primarily intended to attract attention rather than be unobtrusive or compatible with the architecture of the building or other site features.

(2) Sign height. The height of a freestanding sign shall be measured from the elevation of the edge of the nearest public right-of-way facility immediately adjacent to or nearest the sign structure, to the highest point of the sign, its frame or decorative features, unless said elevation is higher than the base of the sign, in which case it is measured from the base of the sign or the predevelopment grade, whichever is lower.

(3) Building frontage. For the purposes of this Chapter and for determining allowable wall sign area, the building frontage shall include the building walls that: (1) face a public or Town-approved private street; (2) face a parking lot which serves the use; or (3) contain the primary public

entrance to the uses therein. For the purposes of these regulations, a public alley is not considered a public or Town-approved private street.

- a. The building frontage shall be measured along such building wall between the exterior faces of the exterior sidewalls.
- b. In the case of an irregular wall surface, a single straight line approximating such wall surface shall be used to measure the wall's length.
- c. For multi-occupant buildings, the portion of a building that is owned or leased by a single occupant shall be considered a building unit. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.
- d. The primary frontage shall be the building frontage that includes the main access point to a building or building unit. (See Figure 3.)
- e. The secondary frontage shall be all other frontages. (See Figure 3.)



**Figure 3**  
**Primary and secondary frontage**

(4) Street frontage. For the purposes of this Chapter and for determining allowable freestanding sign area, street frontage is the length of the public or Town-approved private street or both, which is contiguous to the adjacent private parcel for which the sign is being considered. For the purposes of these regulations, a public alley is not considered a public or Town-approved private street. For the purposes of this Chapter, standards, which are based on a minimum length of the street frontage, shall also apply to "any portion thereof" unless the specific section states otherwise.

(5) Sign setbacks. The required setbacks for the sign shall apply to all elements of the sign, including its frame and base. The setback shall be measured from the parcel boundary or the interior line of the sidewalk, whichever is less permissive.

### **13.09.060 General requirements for all allowed signs.**

(a) Applicability. All signs requiring a sign permit under this Chapter shall comply with the provisions set forth in this Section except to the extent superseded by a planned sign program approved in accordance with Section 13.09.090 of this Chapter.

(b) Preservation of sight lines. For the purpose of assuring that drivers and pedestrians have adequate visibility at the intersection of a roadway, street, driveway, trail or alley, no sign or portion of a sign shall be designed or erected in a manner so as to conflict with the Town of Parker Roadway Design and Construction Criteria Manual.

(c) Illumination. Signs shall be allowed to be illuminated in accordance with Paragraph (c)(4) below, subject to the lighting provisions contained in Section 13.10.140 of this Title:

(1) Animation. Signs shall not include animated, flashing, moving or intermittent illumination, except that the message on any changeable copy sign may change at the rate established in Paragraph 13.09.070(6) of this Chapter.

(2) Illumination prohibited. Illumination shall be prohibited on: (a) signs accessory to a single-family dwelling, or duplex; or (b) any temporary sign.

(3) Internal illumination.

a. Internally illuminated signs are prohibited on parcels containing multiple-family residential uses.

b. For signs located within two hundred (200) feet of a residential zoning district; internal illumination of the background portion of the sign is prohibited.

c. All internally illuminated signs shall comply with the following:

1. Except as provided in Subparagraph 3. or 4. below, the sign shall be constructed with either: an opaque background and translucent letters and symbols or a translucent darker-colored background with a lighter contrasting color for the letters and symbols;

2. Internal lighting shall not include exposed neon, LED, incandescent, fluorescent or other bulbs;

3. A changeable copy sign may be internally illuminated;

4. Internally illuminated signs shall not be allowed within the Historic and Pikes Peak Districts of the Greater Downtown District.

(4) External illumination.

a. Signs on a parcel containing one or more multiple-family residential uses may be externally illuminated in accordance with the provisions of this Paragraph.

b. Signs located within a subdivision tract may be externally illuminated in accordance with the provisions of this Paragraph.

c. The external illumination of freestanding signs shall comply with the following:

1. Any external lighting for signs that have a height greater than eight (8) feet must be from the top of the sign and directed downward; and

2. The lighting of signs that have a height of eight (8) feet or less may be illuminated from the top of the sign or from the ground.

d. Externally illuminated building signs may only be illuminated from the top of the sign.

e. Light sources for externally illuminated signs must be shielded and directed so that the light shines on the sign and that illumination beyond the sign face is minimized.

(d) Construction. All signs shall be constructed in accordance with the following requirements:

(1) Compliance with building code. The construction, erection, safety and maintenance of signs shall comply with all building regulations of the Town, including building permit requirements where necessary. Electric signs and all permanent signs involving structural requirements of the building code shall be installed, repaired, altered and serviced only by a contractor licensed to perform such tasks.

(2) Safety. Signs shall be structurally sound and located so as to pose no threat to pedestrian or vehicular traffic. No sign regulated by any of the provisions of this Chapter shall be erected in proximity to railroad crossings or at the intersection of any streets in such a manner as to obstruct free and clear vision; at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign signal or device; or which makes use of any word, phrase, symbol or character in such a manner as to interfere with, mislead or confuse traffic.

(3) Materials.

a. Permanent signs shall be fabricated on and of materials that are of good quality, durable, weather-resistant, fastened or anchored sufficiently

as described in this Section. Fabric or similar materials are not allowed for permanent signs. All wood sign components shall be stained or painted to ensure durability. Permanent freestanding signs shall complement the architectural style, character, materials, color and detail of adjacent buildings.

b. Temporary signs shall be durable and weather-resistant and fastened or anchored sufficiently, whether attached to the building or positioned in the ground. If a lightweight fabric or similar material is being used as a freestanding temporary sign, it shall be mounted securely to a solid, hard-backed, rigid surface.

(4) Support. No sign, including temporary signs, shall be attached to a fence, retaining wall, utility box, utility pole, tree, trash receptacle, bench or other structure not intended or approved as a sign support except as otherwise provided in this Chapter. Notwithstanding the foregoing, temporary signs on a construction site as described in Subparagraph 13.09.070(1)e. of this Chapter may be attached to a fence.

(5) No obstruction. No sign shall be erected and located so as to obstruct any window, door, fire escape, balcony, platform, stairway, ladder, vent or other means of ingress and egress of any building.

(e) Maintenance. All signs shall be maintained in accordance with the following:

(1) Compliance with building code. The property owner, occupant or other person responsible for the sign shall maintain the sign in a condition fit for the intended use, and he or she shall have a continuing obligation to comply with all building code requirements.

(2) Repair. The Planning Department may order any sign to be repaired whenever needed to keep the sign in a safe condition. All supports, guys, braces and anchors for such signs shall be maintained in a safe condition. Whenever any sign, either conforming or nonconforming to these regulations, is required to be removed for the purpose of repair, refurbishing or repainting, the same may be done without a permit or any payment of fees, provided that all of the following conditions are met:

a. There shall be no alteration or remodeling to the sign base, sign support or the mounting of the sign itself;

b. There shall be no enlargement or increase in any of the dimensions of the sign or its structure; and

c. The sign shall be accessory to a legally allowed, conditional, or nonconforming use.

(3) Noncompliance. If the Planning Department finds that any sign is unsafe, insecure or a menace to the public, notice shall be given in writing by the Planning Department to the owner. The owner of the parcel shall, within forty-eight (48) hours of such notification, correct such unsafe condition or remove the sign. If the correction has not been made within the forty-eight (48) hours, the sign may be removed or altered by the Town to comply with these regulations at the expense of the owner or occupant of the property upon which the sign is located. The Planning Department may cause any sign which, in the Town's opinion, creates a danger to persons or property to be removed immediately and without notice.

(4) Abandonment. The sign face of any permanent sign which has been abandoned or fails to serve the purposes for which it was intended, or evidences a lack of maintenance, shall be removed by the owner, agent or person having the beneficial use of the building, structure or land upon which such sign is located, within fifteen (15) days after cessation of the use in connection with which the sign was used, the sign area shall be replaced by a neutral, single-background-color panel or similar cover. If the sign is comprised of individually raised letters, then the letters shall be removed. Upon failure to comply with such notice within the time specified in such order, the Planning Department is hereby authorized to cause removal of such sign, and any expense incident thereto shall be paid by the owner of the property on which such sign is located.

#### **13.09.070 Sign type-specific standards.**

The following standards and limitations apply based on the sign type indicated below:

(1) Temporary signs.

a. General. Temporary signs must be registered in accordance with Subsection 13.09.040(b) of this Chapter and must comply with the dimensional limitations set forth in Section 13.09.080 of this Chapter, as applicable. Temporary signs may not be placed within the public right-of-way except pursuant to Chapter 10.13 of this Code.

b. Duration of display for temporary freestanding signs. Any temporary freestanding sign may be displayed for a maximum of ninety (90) days per calendar year, plus one (1) extension of an additional sixty (60) days if resubmitted to the registry in accordance with Paragraph 13.09.040(b)(1) of this Chapter. The display duration set forth in this Section shall not apply to any sign placed on a parcel of real property during any time period in which the parcel is actively listed for sale, as evidenced by such parcel's listing in a multiple listing service or other real estate listing service.

c. Duration of display for temporary banners. Any temporary banner may be displayed for a maximum of fifteen (15) consecutive days per banner. Banners may be displayed on up to six (6) separate occasions per year, however, no extensions shall be permitted.

d. Temporary banners during sign permit review. In addition to the sign(s) allowed on a parcel pursuant to this Chapter, one (1) banner of up to forty (40) square feet and registered in accordance with Subsection 13.09.040(b) of this Chapter shall be allowed on each nonresidential parcel during the pendency of the Town's review of a permit application for one or more permanent signs on such parcel, however, such banner must be removed upon: (i) the completion of the installation of the permanent sign subject to such permit; or (ii) expiration of the approval of such a sign permit, whichever occurs first. The banner allowed by Subparagraph c. above may be affixed to a building; provided, however, that no freestanding banners are allowed. Banners placed in accordance with this Subparagraph c. above shall not be subject to the aggregate sign area limitations of Subsection 13.09.080(e) or (f) of this Chapter.

e. Temporary signs on construction sites. In addition to any temporary signs allowed pursuant to Subparagraph b. above, temporary signs of any type allowed by Subsection 13.09.080(d) of this Chapter may be displayed on a parcel for the duration of any active construction of a new building that will contain a primary use and requiring a building permit and occurring on that parcel. Each sign placed in accordance with this Subparagraph e. shall meet the following requirements:

1. There shall be no more than three (3) such signs per highway, arterial, collector, or nonresidential local street frontage. Signage along local residential street frontages shall be required to conform with the provisions of this Chapter and shall not be allowed any additional signage permitted by this Subparagraph e.;

2. The maximum size of any one sign shall be thirty-two (32) square feet along streets with a speed limit less than thirty-five (35) miles per hour or sixty-four (64) square feet along streets with a speed limit of thirty-five (35) miles per hour or greater;

3. Such signs may be attached to fences or construction trailers, or may be freestanding; and

4. For purposes of this Subparagraph e., a subdivision tract shall be deemed to have active construction requiring a building permit so long as any one parcel within the same subdivision filing has active construction of new residential units requiring a building permit.

(2) Projecting signs. Projecting signs shall be allowed for each building occupant with a minimum of ten (10) feet of occupant building frontage.

Projecting signs shall comply with the dimensional limitations set forth in Paragraph 13.09.080(f)(1) of this Chapter.

a. Projecting signs may not extend further than five (5) feet from a building frontage.

b. The bottom of any projecting sign must be a minimum of eight (8) feet above the sidewalk and/or grade.

c. Projecting signs may have a zero-lot line setback; provided, however, where projecting signs extend over a public right-of-way, a license agreement must be received from the Town.

d. Projecting signs must be of a scale consistent with and appropriate for the building to which they are affixed.

(3) Freestanding signs. Freestanding signs shall not impede pedestrian movement into and out of structures and along the sidewalk or street right-of-way. Permanent freestanding signs shall comply with the dimensional limitations set forth in Paragraph 13.09.080(f)(2) of this Chapter.

(4) Instructional signs. Instructional signs shall be allowed provided that such signs comply with the following limitations, as determined by the Planning Director:

a. The number of instructional signs located on the site is the minimum needed to serve the intended instructional purpose.

b. The signs are not located or designed to be legible or serve to attract attention beyond the perimeter of the site.

Instructional signs that meet the foregoing requirements shall not count toward the allowed sign area set forth in Section 13.09.080 of this Chapter.

(5) Sandwich board signs. All sandwich board signs shall comply with the following requirements:

a. Sandwich board signs shall not be allowed within the public right-of-way except in accordance with Chapter 10.13 of this Code.

b. Sandwich board signs may only be displayed during the operating hours of the individual or entity posting the sandwich board sign; and

c. Sandwich board signs must be located within twenty (20) feet of the principal entrance of the building or building area occupied by the individual or entity posting the sandwich board sign.

d. Sandwich board signs shall not obstruct any sidewalk, parking areas, drive aisles. The placement of a sandwich board sign shall not result in any noncompliance with the Americans With Disabilities Act.

e. Sandwich board signs shall comply with the dimensional limitations set forth in Subsection 13.09.080(d) of this Chapter.

f. One (1) sandwich board sign shall be permitted in connection with an approved Vendor Permit as described in Section 13.04.215 of this Title.

(6) Changeable copy signs. Signs containing changeable copy shall comply with the following requirements:

a. Changeable copy signs, or any portion of a sign that contains changeable copy, may not exceed twenty (20) square feet:

b. The changeable copy shall not change more than two (2) times per calendar day; and

c. Changeable copy may be changed electronically, mechanically or manually.

(7) Flags. All flags shall conform to the following regulations unless included in an approved planned sign program pursuant to Section 13.09.090 of this Chapter:

a. Flags shall not exceed one hundred (100) square feet per face in area on nonresidential parcels and shall not exceed twenty-five (25) square feet per face in area on residential parcels;

b. The maximum flagpole height for nonresidential parcels shall be determined based on the size of the flag area, as follows:

**Schedule 13.09.070**  
**Maximum Flagpole Height for Nonresidential Parcels**

| <i>Flag Area (per face)</i> | <i>Maximum Flagpole Height</i> |
|-----------------------------|--------------------------------|
| 15 s.f. or smaller          | 20 ft.                         |
| 15 s.f. – 25 s.f.           | 25 ft.                         |
| 25 s.f. – 40 s.f.           | 35 ft.                         |
| 40 s.f. – 60 s.f.           | 45 ft.                         |
| Larger than 60 s.f.         | 50 ft.                         |

c. No more than two (2) flagpoles shall be allowed per parcel; and

d. The maximum flagpole height for residential parcels shall be twenty-five (25) feet.

e. The minimum setback for flagpoles shall be one (1) foot for every one (1) foot of flagpole height.

f. Illumination of flags is subject to the provisions of Section 13.10.140 of this Title.

Flags that meet the foregoing requirements shall not count toward the allowed sign area set forth in Section 13.09.080 of this Chapter and shall not require a permit pursuant to Section 13.09.030 of this Chapter.

(8) Window signs. Window signs shall not exceed the lesser of: (a) twenty-five percent (25%) of the area of the window upon which such window signs are located; or (b) one hundred fifty (150) square feet of aggregate window sign area for any single occupant of a parcel.

**13.09.080 Design standards.**

(a) Purpose. The purpose of this Section is to reinforce and enhance the unique character of the residential and nonresidential parcels within the Town in an appropriate manner. An excessive number of signs, improper placement of signs, or excessive sign area can create visual clutter that detracts from the aesthetic quality of the Town’s residential neighborhoods.

(b) Applicability. All signs that require a sign permit shall comply with the provisions set forth in this Section except to the extent superseded by a planned sign program approved in accordance with Section 13.09.090 of this Chapter.

(c) Dimensional and design standards for permanent signs, by sign type. The following dimensional limitations shall apply, by sign type and parcel type, to permanent signs on residential and nonresidential parcels. Permanent signs shall also be subject to the aggregate area limitations per parcel as set forth in Subsections (e) and (f) below. Additional limitations may apply to the sign types referenced below as set forth in Section 13.09.070 of this Chapter.

**Schedule 13.09.080A**

| <i>Sign Type</i>                       | <i>Parcel Type</i> | <i>Maximum Sign Area (per sign) (sq. ft.)</i> | <i>Maximum Height (ft.)</i>                                   | <i>Minimum Setback From ROW (ft.)<sup>1</sup></i> |
|--|--------------------|---|---|---|
| Building (except Projecting or Window) | Nonresidential     | Refer to Paragraph (f)(1) below               |   |   |
| Changeable Copy                        | Nonresidential     | 20  | 8 (for single primary use)/<br>15 (for multiple primary uses) | 10  |
| Freestanding                           | Residential        | 24  | 8   | See Subparagraph (f)(2)c. below                   |
|  | Nonresidential     | Refer to Paragraph (f)(2) below               |   |   |
| Instructional                          | Residential        | 6   | 5   | 5   |

| <i>Sign Type</i> | <i>Parcel Type</i> | <i>Maximum Sign Area (per sign) (sq. ft.)</i> | <i>Maximum Height (ft.)</i> | <i>Minimum Setback From ROW (ft.)<sup>1</sup></i> |
|------------------|--------------------|---|-----------------------------|---|
|                  | Nonresidential     | 15  | 5                           | 5   |
| Projecting       | Nonresidential     | 30  | --                          | --  |
| Window           | Nonresidential     | 6   | --                          | --  |

<sup>1</sup> The minimum setback from the right-of-way is five (5) feet in the Historic and Pikes Peak design districts of the Greater Downtown District. The minimum setback for any sign over six (6) feet in height in all districts except the Historic and Pikes Peak design districts of the Greater Downtown District is twenty (20) feet.

(d) Dimensional and design limitations for temporary signs, by sign type. The following dimensional limitations shall apply, by sign type and parcel type, to temporary signs on residential and nonresidential parcels. Additional limitations may apply to the sign types referenced below as set forth in Section 13.09.070 of this Chapter.

#### **Schedule 13.09.080B**

| <i>Sign Type</i> | <i>Maximum Area Per Sign</i> | <i>Maximum Total Sign Area</i> | <i>Maximum Sign Height</i> | <i>Display Duration Limitations</i> |
|------------------|------------------------------|--------------------------------|----------------------------|-------------------------------------|
| Banner           | 40 sq. ft.                   | 40 sq. ft. per occupant        | -                          | See Subparagraph 13.09.070(1)c.     |
| Flag             | See Paragraph 13.09.070(7)   |                                |                            | None                                |
| Freestanding     | 32 sq. ft.                   | 64 sq. ft. per parcel          | 8 ft. <sup>1</sup>         | See Subparagraph 13.09.070(1)b.     |
| Sandwich Board   | 8 sq. ft.                    | 8 sq. ft. per occupant         | 4 ft.                      | See Subparagraph 13.09.070(5)b.     |
| Window           | See Paragraph 13.09.070(8)   |                                |                            | None                                |

<sup>1</sup> Freestanding temporary signs located within the Pikes Peak or Historic Districts shall not exceed five (5) feet in height.

(1) All temporary signs must be registered in accordance with Subsection 13.09.040(b) of this Chapter and may be displayed only in accordance with the limits set forth in Paragraph 13.09.070(1) of this Chapter.

(2) In addition to the dimensional limitations above, temporary signs located on residential parcels shall also be subject to the maximum area limitations per residential parcel as set forth in Subsection (e) below.

(e) Aggregate sign area for residential parcels.

(1) Total sign area limitation. Notwithstanding anything to the contrary set forth in this Chapter, the aggregate area of all signs located on a residential parcel shall not exceed the lesser of: (a) six (6) square feet per each dwelling

unit located on such parcel; or (b) sixty (60) square feet per building containing one or more dwelling units located on such parcel.

(2) Sign types allowed. The aggregate sign area permitted under Paragraph (1) above may include any combination of signs allowed pursuant to Subsections (c) and (d) above.

(3) Additional temporary signs. Notwithstanding the limitations of Paragraph (1) above, an additional six (6) square feet of sign area used exclusively for one or more temporary signs meeting the requirements of Paragraph 13.09.070(1) of this Chapter shall be allowed for each single-family and duplex residential parcel and an additional forty (40) square feet of sign area used exclusively for one or more temporary signs meeting the requirements of Paragraph 13.09.070(1) of this Chapter shall be allowed for each multifamily residential parcel. All temporary signs must be registered in accordance with Subsection 13.09.040(b) of this Chapter.

(4) Exemptions from maximum allowed sign area. The following sign types shall be exempt from the maximum allowed sign area per residential parcel pursuant to this Section:

a. Temporary signs located on construction sites allowed per Subparagraph 13.09.070(1)e. of this Chapter; and

b. Instructional signs allowed in accordance with Paragraph 13.09.070(4) of this Chapter.

(f) Aggregate sign area for signs on nonresidential parcels.

(1) Building sign area.

a. Subject to the maximum sign area allowances set forth in Subparagraph (f)(1)c. below, for each building on a nonresidential parcel, the area of all allowed permanent building signs per building or building unit frontage shall not exceed the following: thirty (30) square feet, plus the greater of either: (i) one (1) square foot per linear foot of frontage over thirty (30) linear feet up to seventy-five (75) linear feet, then one (1) square foot per two and one-half (2.5) feet over seventy-five (75) linear feet of frontage; or (ii) one (1) square foot per two hundred (200) square feet of gross leasable floor area over nine hundred (900) square feet.

b. Additional building signs for multiple-story buildings. In addition to the building signs in Schedule 13.09.080A, additional sign area is permitted for each of the building's primary and secondary frontages according to the following: For a building with two (2) floors, the additional permitted aggregate sign area is forty (40) square feet per building wall. Such additional aggregate sign area may be increased by ten (10) square feet for each additional floor in the building. For any building

sign that utilizes the additional sign area permitted pursuant to this Section, such building sign must be located above the floor height of the highest floor in such building.

c. For each building on a nonresidential parcel, the aggregate area of all allowed permanent building signs per building shall not exceed the limits set forth in the following table, measured on a per building basis:

**Schedule 13.09.080C**

| <i>Size of Building<br/>(square feet)</i> | <i>Maximum<br/>Aggregate Building<br/>Sign Area</i> | <i>Maximum Area per<br/>Building Sign</i> | <i>Aggregate Sign Area Bonuses</i>                             |  |
|---|---|---|--|--|
|   |   |   | <i>Planned Sign<br/>Program Required to<br/>Receive Bonus?</i> | <i>Adjacent ROW<br/>Exceeds 65 MPH</i> |
| < 55,000                                  | 450 sq. ft.   | 150 sq. ft.                               | N/A  | none                                   |
| ≥ 55,000 and<br>< 100,000                 | 500 sq. ft.   | 300 sq. ft.                               | yes  | 150 sq. ft.                            |
| ≥ 100,000 and<br>< 125,000                | 550 sq. ft.   | 300 sq. ft.                               | yes  | 275 sq. ft.                            |
| ≥ 125,000 and<br>< 150,000                | 600 sq. ft.   | 350 sq. ft.                               | yes  | 300 sq. ft.                            |
| ≥ 150,000                                 | 700 sq. ft.   | 350 sq. ft.                               | yes  | 350 sq. ft.                            |

(2) Freestanding signs.

a. Base sign allowance (“32/64”). Notwithstanding any other provision of this Chapter, each separate nonresidential parcel shall be allowed one (1) permanent freestanding sign for each street frontage, in accordance with the following standards:

**Schedule 13.09.080D**

|   | <i>Maximum Sign Area per Face</i> | <i>Maximum Total Sign Area</i> | <i>Maximum Height</i> |
|---|-----------------------------------|--------------------------------|-----------------------|
| Street Frontages with Posted Speed Limits < 45 m.p.h. | 16 sq. ft.                        | 32 sq. ft.                     | 8 feet                |
| Street Frontages with Posted Speed Limits ≥ 45 m.p.h. | 32 sq. ft.                        | 64 sq. ft.                     | 8 feet                |

If there is no available land to place such freestanding sign, an additional banner sign may be substituted so long as such banner sign meets the requirements of Paragraph 13.09.070(1) of this Chapter. Any sign which meets the requirements of this Subparagraph shall not be subject to the permitting requirements of Section 13.09.040 of this Chapter; however, the duration of display for any such sign may not exceed twelve (12)

months, unless such sign is located on a vacant parcel or subdivision tract, in which case the time limitations set forth in this Section shall not apply.

b. Additional permanent freestanding sign allowance. In addition to the base allowance for sign(s) set forth in Subparagraph a. above, additional permanent freestanding signs may be placed on nonresidential parcels in accordance with the following table:

**Schedule 13.09.080E**

| <i>Parcel Type</i>    | <i>Maximum Sign Area per Face</i> | <i>Maximum Aggregate Sign Area</i> | <i>Maximum Number of Signs Per Parcel</i> | <i>Maximum Height<sup>1</sup></i> |
|-----------------------|-----------------------------------|------------------------------------|---|-----------------------------------|
| Multiple Primary Uses | 100 sq. ft.                       | 200 sq. ft.                        | 1 sign per access driveway                | 15 ft.                            |
| Single Primary Use    |                                   |                                    |   |                                   |
| Lot Size < 8 acres    | 40 sq. ft.                        | 80 sq. ft.                         | 1   | 8 ft.                             |
| Lot Size ≥ 8 acres    | 40 sq. ft.                        | 80 sq. ft.                         | 1 sign per street frontage                | 8 ft.                             |

<sup>1</sup> Freestanding signs located within the Pikes Peak or Historic Districts shall not exceed seven (7) feet in height.

c. Sign base and setback limitations. In addition to the limitations set forth in this Section, all freestanding signs shall meet the following standards:

**Schedule 13.09.080F**

|   | <i>Sign Base Width Minimum</i> | <i>Minimum Setback from Parcel Boundary</i> |
|---|--------------------------------|---|
| Located in Pikes Peak or Historic Districts     | 100% of Sign Width             | 5 ft.                                       |
| Not Located in Pikes Peak or Historic Districts | 50% of Sign Width              | 10 ft.                                      |

d. Signs in easement areas. Freestanding signs may not be located in utility, public access, parking, or circulation easements unless approved in writing by all easement holders.

(3) Exemptions. Instructional signs allowed in accordance with Paragraph 13.09.070(4) of this Chapter shall be exempt from the maximum allowed sign area per nonresidential parcel pursuant to this Section.

(g) Signs on vacant parcels and subdivision tracts. Signage shall be allowed on vacant parcels as follows:

(1) Vacant parcels not subject to a building permit. For any vacant parcel not subject to a building permit, the limitations of Paragraph (f)(2) above shall apply. For purposes of this Chapter, a vacant parcel shall be treated as a nonresidential parcel with no primary use(s).

(2) Vacant parcels subject to a building permit. On any vacant parcel for which a building permit has been issued, permanent signage shall be allowed in accordance with Paragraph (f)(2) above and temporary signage shall be allowed in accordance with Subparagraph 13.09.070(1)e. of this Chapter.

(3) Subdivision tracts. Permanent signs shall be allowed on each subdivision tract in accordance with Paragraph (f)(2) above. Temporary signs shall be allowed on each subdivision tract in accordance with Subsection (d) above or, for subdivision filings with one or more active building permits for new residential dwelling units, in accordance with Subparagraph 13.09.070(1)e. of this Chapter. For purposes of determining maximum and aggregate permitted sign area, subdivision tracts shall be treated as nonresidential parcels.

### **13.09.090 Planned sign program**

(a) Purpose. A planned sign program is a site-specific, written and visual statement that provides for increased creativity of sign design in exchange for flexibility, or even exemption from, certain standards and restrictions set forth in Sections 13.09.060, 13.09.070, and Paragraphs 13.09.080(e)(1) and (f)(2) of this Chapter by undergoing a more comprehensive design review process. The planned sign program may also be used to accommodate irregular site shapes (which are typically characterized by narrow lot frontages, resulting in some buildings with extraordinarily large setbacks and limited visibility to a public street), multiple contiguous lots and/or tracts. Except as set forth below, it is not the intent of these provisions to alter the allowed sign area for any residential or nonresidential use.

(b) Applicability. The owner of any property, or the owners of multiple contiguous properties, may submit an application for a planned sign program for any residential or nonresidential use. Planned sign programs may be allowed under the following circumstances:

(1) To modify any of the standards and requirements for all permanent signs set forth in Section 13.09.060 of this Chapter, including, without limitation, construction materials, and other requirements;

(2) To modify the design standards and requirements for all signs set forth in Section 13.09.080 of this Chapter with respect to setbacks and minimum and maximum heights provided, however, that such modifications may not exceed twenty-five percent (25%) of the requirements set forth in Section 13.09.080 of this Chapter; and

(3) To reallocate sign area allowed in accordance with Sections 13.09.070 and 13.09.080 of this Chapter on individual parcels as among all parcels subject to the planned sign program;

(c) Planned sign program required. A planned sign program shall be required as a prerequisite to the issuance of any sign permit(s) on any parcel containing seven or more primary uses and/or nonresidential tenants.

(d) Application process.

(1) Submittal requirements. Any person desiring a planned sign program shall submit the following materials to the Planning Department for the consideration of the planned sign program:

a. Completed application form (application forms are available from the Planning Department);

b. Application fee and planned sign program fee, as set by the Town Council from time to time;

c. A copy of the approved site plan for the property subject to the planned sign program, drawn to scale, showing existing and approved buildings (including dimensions of building frontages and square footage for each building), lighting, landscaping, and property lines;

d. Location, materials and maximum area for each sign that each occupant will be allowed to display;

e. Scaled, color elevations of the proposed signage with appropriate dimensions, including height, width, and depth drawing of the proposed signage;

f. A calculation of the total amount of sign area for each structure, and for the property as a whole; and

g. Any other supplemental materials deemed necessary for the review of the permit request, which may include, without limitation, a maintenance plan, including responsible parties, a funding source for maintaining the feature and information on materials, paint and other necessary information to assure proper maintenance and upkeep of the piece.

(2) Completeness review. The Planning Department shall check each application submittal for its completeness, and provide notification to the applicant of any deficiencies in the application within ten (10) days following receipt and review thereof. Upon the Planning Department's determination that the application is complete and receipt of all fees associated with the

application, the application shall be reviewed by the Planning Department or its designee for conformity with this Chapter.

(3) Approval. If the Planning Director finds that the planned sign program application conforms with the criteria for approval set forth in Subsection (e) below, the provisions of this Chapter not superseded by the planned sign program, the Code, and any other applicable regulations, the Planning Director shall approve the planned sign program within thirty (30) days of the date the completed application and applicable fee was filed. Any denial of the planned sign program application by the Planning Director shall be in writing and shall be issued within thirty (30) days of the date the completed application and applicable fee was filed.

(e) Criteria for approval. No planned sign program shall be approved by the Planning Director or, if applicable, the Planning Commission, unless it finds that the proposed planned sign program meets the following criteria:

(1) Sight distances. The proposed signs shall not interfere with required sight distances as established in the Code and the Roadway Design and Construction Criteria Manual, or as otherwise determined by the Town.

(2) Safety. The proposed signs shall not provide a safety or security hazard to pedestrians, drivers, or the general public, and shall not interfere with pedestrian and bicycle movements.

(3) Trash and graffiti. The proposed signs shall be designed to minimize graffiti and vandalism and shall be designed to minimize the collection of trash and litter.

(4) Scale. The proposed signs, both individually and in the aggregate, shall be proportional to the building size and massing, relevant to both buildings within the parcel subject to the planned sign program and the neighborhood context.

(5) Architectural features. The proposed signs shall complement the architectural style, character, materials, color and detail of adjacent building.

(f) Approved planned sign programs.

(1) Effect of approval. An approved planned sign program shall supersede the requirements in this Chapter for signs included in the planned sign program. All signs erected or maintained within the structure or property shall conform at all times to the planned sign program. Any deviations from an approved planned sign program shall be unlawful unless and until a revised planned sign program is amended or approved in accordance with this Section.

(2) Sign permit required. No signs may be constructed pursuant to a planned sign program prior to approval of a sign permit in accordance with Subsection 13.09.040(c) of this Chapter.

(3) Noncompliance. An application for a new planned sign program shall be obtained within ninety (90) days of receipt of notice from the Planning Director that an existing sign program for any structure does not contain all of the information required by this Section, or if signs displayed in or upon any structure do not comply with the provisions of this Section. If the Planning Department does not receive such new application within the 90-day period, then the noncompliant planned sign program will expire, and any sign permit(s) issued pursuant to the planned sign program shall be deemed null and void, unless such period is extended by the Director.

(4) Expiration. An approved planned sign program shall expire one (1) year from the date of approval if no allowed signs have been constructed or erected within such time period.

(g) Amendment. Modifications or amendments to an approved planned sign program may be requested and approved in accordance with the procedure for new planned sign programs set forth in this Section.

(h) Appeals. Any applicant who is denied a planned sign program may file a written appeal to the Planning Commission within ten (10) days following receipt of the written copy of the denial.

### **13.09.100 Nonconforming signs**

(a) Continued use. Any nonconforming sign lawfully existing at the time of adoption of the ordinance codified in this Chapter may be continued in operation and maintained after the effective date of the ordinance codified herein; provided that no sign shall be changed in any manner that increases the noncompliance of such sign with the provisions of this Chapter.

(b) Termination. Termination of nonconforming signs shall be:

(1) By Abandonment. Abandonment of a nonconforming sign shall terminate immediately the right to maintain such sign. Abandonment shall mean any sign which meets the definition of an abandoned sign set forth in Section 13.09.030 of this Chapter for at least ten (10) consecutive days.

(2) By Violation of the Chapter. Any violation of this Chapter shall terminate immediately the right to maintain a nonconforming sign.

(3) By Destruction, Damage or Obsolescence. The right to maintain any nonconforming sign shall terminate and shall cease to exist whenever the sign is damaged or destroyed in excess of fifty percent (50%) of the current

replacement cost of the sign from any cause whatsoever, or becomes obsolete or substandard under any applicable ordinances of the Town.

(c) Nuisance. If the Building Official or the Planning Department shall find that any sign is maintained in violation of the provisions of this Chapter, such violation shall constitute a nuisance to be abated in the manner provided in Chapter 6.01 of this Code.

**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:

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James S. Maloney, Town Attorney





ITEM NO: 11  
DATE: 07/18/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 5.77 – A Bill for an Ordinance to Amend Title 10 of the Parker Municipal Code by the Addition Thereto of a New Chapter 10.13 Concerning Signage within Streets and Sidewalks**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING            | (07/05/2016) |
| <input type="checkbox"/> CONTRACT       | <input checked="" type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING | (07/18/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

*Rosemary Sietsema for*  
John Fussa, Community Development Director

*G. Randolph Young for*  
G. Randolph Young, Town Administrator

**ISSUE:**

The purpose of this code amendment is to move regulations for limited duration signs in the right-of-way and Town owned kiosks from Chapter 13.09: Signs to Chapter 10: Streets, Sidewalks and Public Spaces of the Municipal Code and create a new section 10.13: Signage Within Streets and Sidewalks.

**PRIOR ACTION:**

On July 5, 2015, Town Council approved Ordinance 5.77 at first reading.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The limited duration sign criteria will be moved from Chapter 13.09 to Chapter 10.13. Limited duration signs are permitted solely in the Town right-of-way, staff is proposing to move the regulations for these signs because we have a greater ability to govern signage in our right-of-way. The current code allows for sandwich board signs on sidewalks along Mainstreet and the temporary placement of portable signs in the right-of-way. Typically portable signs in the right-of-way are used for real estate open houses and garage sales. These types of signs are subject to size, number and location standards that are not changing with this amendment.

Sandwich board signs may only be displayed during the business hours of operation and the portable signs in the right-of-way may only be displayed Thursday from 12:00 p.m. through Sunday at 7:00 p.m.

The Town currently operates a home builder kiosk sign program in which home builders can rent directional signage space on Town owned signs in the right-of-way.

There is no significant change to the regulation.

**RECOMMENDATION:**

Staff recommends that the Town Council approve Ordinance No. 5.77.

**PREPARED/REVIEWED BY:**

James S. Maloney, Town Attorney; Bryce Matthews, Planning Manager; John Fussa, Community Development Director

**ATTACHMENTS:**

Ordinance No. 5.77

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 5.77 on second reading."

**ORDINANCE NO. 5.77, Series of 2016**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 10 OF THE PARKER MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW CHAPTER 10.13 CONCERNING SIGNAGE WITHIN STREETS AND SIDEWALKS**

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

**Section 1.** The Parker Municipal Code is amended by the addition thereto of a new Chapter 10.13, Signage Within Streets and Sidewalks, to read as follows:

**CHAPTER 10.13**

**Signage Within Streets and Sidewalks**

**10.13.010 Intent and purpose.**

The purpose of this Chapter is to promote the public health, safety, and welfare of the Town and its residents and visitors by establishing standards for the installation, construction, placement, maintenance and operation of signs in the streets, sidewalks, and public rights-of-way in the Town of Parker, all of which are subject to the provisions of this Chapter. The primary purpose of the Town's rights-of-way is to provide safe and efficient transportation and access to and for vehicles, bicycles, pedestrians, and other modes of transportation within and throughout the Town, and the intent of this Chapter is to accommodate communication and expression while maintaining the purposes of the Town's rights-of-way. More specifically, this Chapter is intended to:

- (1) Promote, maintain, and protect the aesthetic and visual quality of the street corridors in the Town through the reduction of sign clutter and the encouragement of high-quality sign design;
- (2) Eliminate obstructions to the safe passage of vehicle, bicycle, and pedestrian traffic along the streets and sidewalks in the Town;
- (3) Minimize distractions to motorists resulting from the proliferation of signage within public rights-of-way;
- (4) Ensure the effectiveness of warning, safety, and wayfinding signage placed by the Town and other governmental agencies within public rights-of-way;
- (5) Assist the Town and other governmental agencies with their responsibility to operate and maintain public rights-of-way in good repair;

(6) Establish the legal rights and authority of the Town and other governmental agencies that own or operate public rights-of-way within the Town; and

(7) Protect the rights of members of the public to utilize public spaces for the purpose of free speech and expression.

**10.13.020 Signs prohibited in rights-of-way.**

It shall be unlawful for any person, firm, corporation or local entity other than the Town or other governmental agency to install, construct, affix or locate upon any public right-of-way, or any portion thereof, any sign, including any commercial sign that is handheld or affixed to any article of clothing or otherwise held by or attached to any person, except as permitted by this Chapter. Any noncommercial sign that is handheld or affixed to any article of clothing or otherwise held by or attached to any person upon any public right-of-way, or any portion thereof, shall not be a violation of this Chapter; provided that such person and/or signage does not violate Subsections 10.13.040(d) and (e) of this Chapter.

**10.13.030 Definitions.**

Terms not defined in this Chapter 10.13 shall have the same meanings to which they are ascribed in Section 13.09.030 of this Code.

**10.13.040 Sign standards.**

(a) The sign standards contained herein do not apply to Section 10.13.080 herein.

(b) Signs must meet the standards and restrictions for “Temporary Signs,” as such term is defined in Section 13.09.030 of this Code and shall meet the standards set forth in Subsections 13.09.060(d) and (e) of this Code.

(c) Permitted sign types include “Freestanding,” “Portable” and “Sandwich Board” signs, as such terms are defined in Section 13.09.030 of this Code; provided, however, Sandwich Board signs are permitted only within the Historic and Pikes Peak Districts of the “Greater Downtown District,” as such term is defined in Section 13.04.110 of this Code.

(d) No sign shall block, otherwise obstruct, or be attached or affixed to any portion of any sign or other traffic control device constructed, installed, or placed by the Town or other governmental entity.

(e) No sign shall block, obstruct, or otherwise interfere in any way with the free and unobstructed movement of vehicle, bicycle, or pedestrian traffic within or along any street, sidewalk or right-of-way, or with maintenance of any street, sidewalk, or right-of-way by the Town or other governmental entity.

(f) No sign shall be illuminated.

(g) No commercial sign may be displayed outside the hours of operation of the registrant's enterprise or the hours at which the event or other matter advertised by the sign is open and accessible to the public, and such signs may not be displayed in any location more than one mile from such enterprise, event or other matter advertised.

(h) No sign shall be displayed within ten feet of any other sign subject to this Chapter.

(i) Any sign that is prohibited pursuant to Subsection (f) above shall be prohibited.

**10.13.050 Additional sign standards; sandwich board signs.**

In addition to any applicable standards set forth in Section 10.13.040 of this Chapter and Chapter 13.09 of this Code, sandwich board signs located within the right-of-way must meet the following standards:

(1) Location of sandwich board signs.

a. Sandwich board signs shall only be permitted on sidewalks that abut nonresidential or mixed-use parcels; provided that the sandwich board sign is located within that portion of the right-of-way adjacent to said nonresidential parcel;

b. Sandwich board signs shall be located not more than twenty (20) feet from the edge of the building located on the abutting nonresidential parcel; provided that the sign is located in front of the building and on the sidewalk;

c. Sandwich board signs as displayed shall maintain not less than four (4) feet of continuous width of the sidewalk unobstructed so as to permit pedestrian use of the sidewalk, including access for disabled persons;

d. Sandwich board signs shall not block business entrances or exits; and

e. Sandwich board signs shall not block or otherwise interfere with the motoring public's view of pedestrian crossings, intersections, or otherwise create a safety hazard for pedestrians or motorists.

(2) Number of sandwich board signs. Each parcel upon which an occupied structure is located shall be allowed one (1) sandwich board sign per every ten (10) feet of lineal frontage on the public right-of-way. The property owner or designee of said parcels shall be responsible for determining allocation of said sandwich board signs based upon frontage; provided that ground floor

businesses shall be allocated sandwich board signs before any business located above or below the ground floor, except that no business shall have more than one (1) sandwich board sign.

(3) Configuration of sandwich board signs.

a. Sandwich board signs shall be structurally sound, durable and weather resistant;

b. Sandwich board signs shall not exceed four (4) feet in height;

c. Sandwich board signs shall have a maximum area per sign face of eight (8) square feet; and

d. Sandwich board signs shall contain the business owner's full name, phone number and address, the provision of which shall constitute the grant of a license to display the sign, subject to compliance with the standards described in this Chapter.

(4) Sandwich board signs may only be posted during daylight hours.

#### **10.13.060 Additional sign standards; limited-duration signs.**

In addition to any applicable standards set forth in Section 10.13.040 of this Chapter and Chapter 13.09 of this Code, limited-duration signs located within the right-of-way must meet the following standards:

(1) Limited-duration signs are limited to one (1) sign per business located in the Town and four (4) signs per parcel located in Town that contains a dwelling unit.

(2) Location of limited-duration signs.

a. Limited-duration signs shall be located at least fifty (50) feet from all intersections;

b. Limited-duration signs shall be located at least six (6) feet from the edge of the roadway; and

c. Limited-duration signs shall not be placed in medians, roadways, shoulders or bike paths/lanes.

(3) Configuration of limited-duration signs.

a. Limited-duration signs shall be structurally sound, durable, weather resistant, and fastened or anchored sufficiently;

b. Limited-duration signs shall not exceed five (5) square feet in surface area;

c. Limited-duration signs shall not exceed four (4) feet in height;

d. Limited-duration signs shall not have anything attached to such signs, including, but not limited to, balloons, streamers, pennants, lighting or moving parts; and

e. Limited-duration signs shall contain the owner's full name and address, the provision of which shall constitute the grant of a license to display the sign, subject to compliance with the standards described in this Chapter.

(4) Limited-duration signs may only be posted from 12:00 p.m. on Thursdays through 7:00 p.m. on Sundays.

#### **10.13.070 Removal of Signs.**

(a) Notwithstanding the provisions of this Chapter or Chapter 13.09 of this Code, the Town may, without notice, cause the removal and disposal of any sign that, in the Town's opinion:

(1) Creates a danger or hazard to persons or property within the public right-of-way; or

(2) Does not comply with the standards set forth in this Chapter or any applicable standards set forth in Chapter 13.09 of this Code.

(b) In the event of a conflict between this Chapter and any other applicable provision of federal, state or local law, the more strict provision will govern. The invalidation of any subsection, clause, word or phrase of this Chapter by any court of competent jurisdiction shall not affect the validity of the remaining portions of this Chapter, nor shall any invalidation of this Chapter or any portion thereof affect the validity of Chapter 13.09 of this Code.

#### **10.13.080 Town-owned kiosks.**

(a) Establishment and purpose. There is hereby established the Town of Parker Kiosk Program (the "Kiosk Program"). The purpose of the Kiosk Program is to allow the use of panels on kiosks that are owned and maintained by the Town to provide directional signs to real estate developments within the Town. The Kiosk Program is also intended to prevent the proliferation of unlawful off-premises signs, and to provide a reasonable alternative to off-premises signs that allow interested persons to find developments within the Town.

(b) Process. The Town will develop the process for administering the Kiosk Program by Resolution approved by the Town Council. The process for administering the Kiosk Program shall include, but not be limited to, the following:

(1) The style and design of the kiosks, including the size of panels;

(2) What may be depicted on a panel within a kiosk, including whether to include development logos, homebuilder logos or other logos deemed to be in the public interest by the Town Council;

(3) The process for participating in the Kiosk Program, including the process for obtaining any panel and the location of said panel, the number of panels that may be obtained by any one (1) entity, and other provisions to maximize participation in the Kiosk Program; and

(4) The cost for participating in the Kiosk Program.

(c) Location of kiosks. The Town shall determine the location of the kiosks by resolution approved by the Town Council, which resolution may be amended from time to time based on the best interests of the Town.

(d) License agreement. In order to participate in the Kiosk Program based on the provisions identified by the Town as set forth above, a party desiring to obtain a panel must execute a license agreement in the form approved by Town Council resolution.

#### **10.13.090 Enforcement**

(a) Enforcement by Neighborhood Services. The Chapter shall be enforced by the Neighborhood Services Division of the Planning Department or its designees, which may include officers of the Police Department or the Public Works Department.

(b) Enforcement Action.

(1) Revocation of license. Any signs found not to be in conformance with this Chapter shall be subject to revocation of the license.

(2) Fines and Penalties.

a. Except as provided by Subsection b below, any person who is convicted of, or pleads guilty or no contest to, a violation of this Chapter shall be punished by a fine not to exceed four hundred ninety-nine dollars (\$499.00). Each and every day on which any violation of this Chapter is committed, exists or continues shall be deemed a separate offense.

b. At the sole discretion of the Neighborhood Services Officer, the penalty assessment procedure provided in Section 3.03.300 of this Code may be used by the Neighborhood Services Officer while adhering to the fine schedules below, which are based on number of violations within a twelve-month period:

1. First violation: fifty dollars (\$50.00).

2. Second violation: one hundred dollars (\$100.00).
3. Third violation: two hundred dollars (\$200.00).
4. Fourth violation: A summons and complaint shall be required.

**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