

**TOWN OF PARKER COUNCIL AGENDA  
AUGUST 15, 2016**

**Notes:**

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

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

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **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**  
*August 1, 2016*

B. **ORDINANCE NO. 3.322.1 – First Reading**  
*A Bill for an Ordinance to Amend the Text of the Newlin Crossing Development Plan and Guide Pursuant to the Town of Parker Land Development Code*  
*Department: Community Development, Patrick Mulready*  
*Second Reading: September 6, 2016*

C. **ORDINANCE NO. 1.485 – First Reading**  
*A Bill for an Ordinance to Approve the Memorandum of Understanding By and Between the Town of Parker, Town of Castle Rock, City of Lone Tree and the Crisis Center Regarding Domestic Violence*  
*Department: Police, Jim Prior*  
*Second Reading: September 6, 2016*

D. **ORDINANCE NO. 9.257 – First Reading**  
*A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Belford South Metropolitan District*  
*Department: Town Attorney, Jim Maloney*  
*Second Reading: September 6, 2016*

E. **RESOLUTION NO. 16-057**  
*A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2016 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith*

*Department: Community Development, Bryce Matthews*

F. **RESOLUTION NO. 16-058**  
*A Resolution Accepting the Conveyance of an Easement Agreement from Portercare Adventist Health System for Lot 1, Crown Point Filing 1, 9<sup>th</sup> Amendment and Lot 1, Crown Point Filing 1, 18<sup>th</sup> Amendment*

*Department: Engineering, Chris Hudson*

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

- *2016 Townwide Concrete Replacement (CIP 16-006) Contract Modification*

*Amount: \$90,096.00*

*Contractor: Silva Construction Inc.*

*Department: Engineering, Chris Hudson*

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **PUBLIC HEARINGS**

**COTTONWOOD DRIVE PROPERTY – Annexation**

**Applicant: Town of Parker**

**Department: Community Development, Carolyn Parkinson  
Engineering, Chris Hudson**

(a) **RESOLUTION NO. 16-059**

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

(b) **ORDINANCE NO. 2.249 – Second Reading**

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

9. **ORDINANCE NO. 9.256 – Second Reading**

**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Hess Ranch Metropolitan District Nos. 1 through 8**

**Department: Town Attorney, Jim Maloney**

10. **ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

August 15, 2016

"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)."

1. Colo. Rev. Stat. Section 31-25-107
2. Section 13.04.290 of the Parker Municipal Code

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

3. Proposed Amendment to the Vantage Point Annexation and Subdivision Agreements



**TOWN OF PARKER COUNCIL  
MINUTES  
AUGUST 1, 2016**

Mayor Mike Waid called the meeting to order at 6:22 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topic for discussion in Executive Session was one (1) item. Under C.R.S. § 24-6-402(4)(b) there was one (1) item which was a specific legal question concerning Section 11.17.020 of the Parker Municipal Code.

**EXECUTIVE SESSION**

Josh Martin moved and Amy Holland seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Amy Holland moved and Debbie Lewis seconded to come out of Executive Session at 6:38 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

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

The Mayor led the Council and audience in the Pledge of Allegiance.

**SPECIAL PRESENTATIONS**

Mayor Waid explained the new speaker timer to the Council and audience.

**PARKER CHAMBER OF COMMERCE UPDATES** – None

**DOWNTOWN BUSINESS ALLIANCE UPDATES** – None

**PUBLIC COMMENTS**

James Bosworth stated that he is a new resident living in Bradbury Ranch. He previously lived in Centennial.

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

**CONSENT AGENDA**

- A. *APPROVAL OF MINUTES*  
*July 18, 2016*

- B. *ORDINANCE NO. 9.256 – First Reading*  
*A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Hess Ranch Metropolitan District Nos. 1 through 8*  
*Department: Town Attorney, Jim Maloney*  
*Second Reading: August 15, 2016*
  
- C. *ORDINANCE NO. 2.249 – First Reading*  
*A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Cottonwood Drive Property Located in Douglas County*  
*Department: Community Development, Carolyn Parkinson*  
*Engineering, Chris Hudson*  
*Second Reading: August 15, 2016*
  
- D. *RESOLUTION NO. 16-055*  
*A Resolution Accepting the Conveyance of Real Property from Century at Carousel Farms, LLC, for Newlin Gulch Boulevard*  
*Department: Engineering, Alex Mestdagh*
  
- E. *RESOLUTION NO. 16-056*  
*A Resolution to Consent to the Assignment and Assumption Agreement (Hess Ranch) By and Between Stroh Ranch Development, LLC, and HR935, LLC*  
*Department: Town Attorney, Jim Maloney*
  
- F. *CONTRACTS ABOVE \$100,000*
  - *2016 Townwide Roadway Reconstruct Program (CIP 16-004) Contract Modification*  
*Amount: \$241,029.50*  
*Contractor: T&M Construction LLC*  
*Department: Engineering, Tom Gill*
  
  - *Kronos Timekeeping Upgrade and Addition of Human Resources Module*  
*Amount: \$109,500.00*  
*Contractor: Kronos*  
*Department: Finance, Traci Gorman*
  
  - *Cottonwood Drive Widening (Phase II) Professional Services Agreement*  
*Amount: \$636,615.79*  
*Consultant: Tsiouvaras Simmons Holderness, Inc.*  
*Department: Engineering, Tom Gill*
  
  - *Parker Signal Monitoring System Replacement Professional Services Agreement*  
*Amount: \$187,502.00*  
*Consultant: Aegis ITS*  
*Department: Engineering, Chris Hudson*

*Amy Holland moved and Josh Martin seconded to approve Consent Agenda Items 7A through 7F.*

*The motion was approved unanimously.*

**TOWN ADMINISTRATOR**

• **Reports**

There were none.

The meeting was adjourned at 7:16 P.M.

---

Carol Baumgartner, Town Clerk

---

Mike Waid, Mayor





ITEM NO: 6B  
DATE: 08/15/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE:** ORDINANCE NO. 3.322.1 - A Bill for an Ordinance to Amend the Text of the Newlin Crossing Development Plan and Guide Pursuant to the Town of Parker Land Development Code

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (08/15/2016) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING            | (09/06/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

*Rosemary Sietsema for*  
\_\_\_\_\_  
John Fussa, Community Development Director

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

#### **ISSUE:**

At the applicant's request, Town staff has initiated an ordinance to amend the Newlin Crossing Development Guide to limit certain commercial uses which are both space-intensive and non-sales tax generating. It will also modify the residential areas concerning Group Homes to conform with the Town's Land Development Ordinance and add a provision for agricultural and ranching uses as legal non-conforming until displaced by future development.

#### **PRIOR ACTION:**

On June 20, 2016, Town Council approved the annexation and rezoning of the Newlin Crossing Property with the adoption of Ordinances Nos. 2.245 and 3.322 respectively.

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

None

#### **BACKGROUND:**

Ordinance No. 3.322.1 amends the text of the following sections of the Newlin Crossing Development Guide:

- Add Paragraph I: Agricultural and ranching uses permitted to remain until a Site Plan for development is approved (page 2 of 10)
- Residential Planning Area 1: Group Homes are permitted as a Use by Special Review and amendments to clarify minimum lot area and setback measurements
- Residential/Multifamily (RMF) Planning Areas 2 and 5: Memory Care, Single Family Attached, Accessory Structures, Open Space, Parks, Neighborhood Recreational Centers and Senior Living facilities are permitted as a use by right and amendments to clarify minimum lot area and setback measurements

- Commercial Retail Planning Areas 3 and 4: deletion of day care centers and lodging as a permitted use, limitation of health clubs to not be more than 25% of the planning area, limitation of commercial recreational areas to be not more than 25% of the planning area, size limitation on number of gas pumps permitted for gas station uses, and amendments to clarify setback measurements

Ordinance No. 3.322.1 is not rezoning the property, but makes revisions to the Development Guide as agreed between the Town and the applicant.

**RECOMMENDATION:**

Staff recommends Town Council approve Ordinance No. 3.322.1 for first reading and set the Public Hearing date for second reading on September 6, 2016. Planning Commission will make a recommendation to Town Council on August 11, 2016.

**PREPARED/REVIEWED BY:**

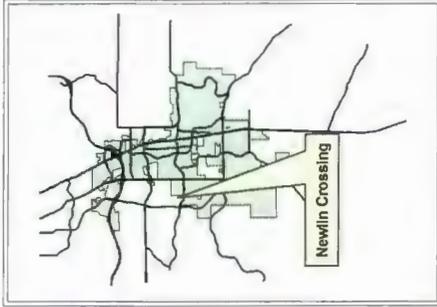
Patrick Mulready, Senior Planner; Bryce Matthews, Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

**ATTACHMENTS:**

1. Vicinity Map
2. Ordinance No. 3.322.1

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 3.322.1 on first reading and schedule second reading for September 6, 2016, as a part of the consent agenda."



**Legend**

-  Town Boundary
-  Site
-  Roads

**Narrative:**  
Ordinance 3.322.1 is a text amendment to the Newlin Crossing Development Guide to restrict certain commercial uses.

**Planner:** Patrick Mulready  
**Hearing Schedules:**  
**Planning Commission:** August 11, 2016  
**Town Council:** September 6, 2016



ORDINANCE NO. 3.322.1, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO AMEND THE TEXT OF THE NEWLIN CROSSING DEVELOPMENT PLAN AND GUIDE PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE**

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

**Section 1.** Finding of Fact.

a. Application has been made by Town staff pursuant to Section 13.04.240 of the Parker Municipal Code for an amendment to the text of the “Newlin Crossing Development Plan and Guide,” approved by the Town Council on June 20, 2016 (the “Newlin Crossing Development Guide”).

b. The text amendment for the Newlin Crossing Development Guide is to clearly address agricultural use, group homes, certain types of residential uses and setbacks in Planning Areas 2 and 5, and certain types of commercial retail uses in Planning Areas 3 and 4 of the Newlin Crossing Development Guide.

c. The requirements contained in Section 13.04.240 of the Parker Municipal Code for approving the text amendment to the Newlin Crossing Development Guide have been satisfied.

**Section 2.** The text of the Newlin Crossing Development Plan is hereby amended as provided in the First Amendment to the Newlin Crossing Development Plan and Guide, which is attached hereto as **Exhibit A** and incorporated by this reference.

**Section 3.** Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

**Section 4.** Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

**Section 5.** Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

**Section 6.** This Ordinance shall become effective ten (10) days after final publication.

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Newlin Crossing Planned Development

## Town of Parker, Colorado

### Development Guide

#### A. Statement of Purpose

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

#### B. Application

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

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

#### C. Authority

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

#### D. Adoption

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

#### E. Enforcement

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

**F. Control Over Use**

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

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

**G. Incorporation of Development Plan**

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

**H. Conflicts**

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

Formatted: Justified

**I. Agricultural and ranching uses permitted to Remain**

Agricultural and ranching uses such as farming, grazing of livestock, the boarding and breeding of horses, horseback riding and training, and other supporting agricultural uses are permitted to remain until a site plan for development is approved, a building permit is issued, and construction begins on the specific planning area. Specifically, Construction for development on the west side of Newlin Gulch will not prohibit agricultural and ranching land uses to remain on the east side of the Gulch.

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Indent: Left: 0", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.75"

End of Section

# Newlin Crossing PD

## RESIDENTIAL

### Planning Area 1

#### INTENT

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

#### USES PERMITTED BY RIGHT

##### Residential

- (1) Single Family Detached Dwelling
- (2) Duplex
- (3) Parks
- (4) Open Space
- (5) Neighborhood Recreation Centers
- (6) Places of Religious Assembly
- (7) Accessory Uses

#### USES PERMITTED BY SPECIAL REVIEW

- (1) ~~Group Home neighborhood public service, health and education facilities, such as community centers, libraries and museums~~
- (2) nursery schools / child care centers

#### DEVELOPMENT STANDARDS

- (1) Density – not to exceed:
  - a. four and one-half (4.5) dwelling units per gross acre
- (2) Maximum Building Height:
  - a. thirty-five (35) feet
- (3) Minimum Lot Area:
  - a. single-family \_\_\_\_\_—4,500 square feet
  - b. duplex and attached \_2,000 square feet per unit
  - b-c.all other uses -- none
- (4) Setbacks – All Bbuilding foundation walls to property lot line:
  - a. north property boundary: 15 feet south of utility easement
  - b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
  - c. Mainstreet \_\_\_\_\_40 feet
  - d. Single-family detached:
    - i. from local street ROW
      1. Front Facade: 15 feet
      2. 10 feet with side loaded garage
      3. 20 feet from sidewalk to face of garage
      4. Side: -10 feet
    - ii. Interior lot line: 5 feet side, 10 feet rear
- (5) Minimum Lot Width:
  - a. at street: 35 feet
  - b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet

End of Section

## RESIDENTIAL / MULTIFAMILY (RMF)

### PLANNING AREA 2 and 5

#### INTENT

The intent of the Residential / Multifamily Planning Areas is to provide a moderate density residential neighborhood as a transition to retail, office and personal/business services. Multifamily residential is permitted to transition from lower intensity uses located within PA-1, and the commercial/retail uses within PA-~~32~~ and PA-43. This village context will create an opportunity for a sustainable, vibrant mixed-use neighborhood where commercial uses provide products, services and employment opportunities for the residential community and the residential uses provide consumers and employees for the non-residential uses. Furthermore, the design intent is to enhance the pedestrian environment with uses interconnected within the property and to the larger community, providing access from alternative modes of transportation.

#### USES PERMITTED BY RIGHT

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

##### Residential

- (1) Multifamily
- (2) Congregate Care, Memory Care, and Assisted Living
- (3) Single Family Detached
- ~~(3)~~(4) Single Family Attached
- (5) Duplex
- (6) Accessory Structures
- (7) Open Space
- (8) Parks
- (9) Neighborhood Recreational Centers and Facilities
- (10) Assisted Living Residence
- (11) Long Term Care Facility/Nursing Home

##### USES by SPECIAL REVIEW

- (1) Group Home

##### Development Standards

- (1) Density – not to exceed:
  - a. PA – 2-- thirteen and one-half (13.5) dwelling units per gross acre
  - b. PA ~~5~~ – thirteen and one-half (13.5) dwelling units per gross acre
- (2) Maximum Building Height:
  - a. forty (40) feet
- (3) Minimum Lot Area:
  - a. single-family – 4,500 square feet
  - b. duplex and multi-family attached residential, and all other uses: none
- (4) Setbacks – All Building foundation walls to lot property line:
  - a. north property boundary:    15 feet south of the open space tract
  - b. Newlin Gulch Open Space:    10 feet side; 10 feet rear
  - c. Chambers Road and -Mainstreet: 50 feet front, 10 feet side;

Formatted: Indent: Left: 0.75", Hanging: 0.38", Tab stops: 1.13", Left + Not at 1.25"

Formatted: Underline

Formatted: Space Before: 6 pt

Formatted: Normal, Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Space Before: 6 pt

Formatted: Not Highlight

\_\_\_\_\_ 10 feet rear  
e.d. Residential Collector: 25 feet front, 10 feet side, 10 feet rear

← - - - **Formatted:** Indent: Left: 1.5", No bullets or numbering

- d.e. Single-family detached:
  - i. Front Facade: 15 feet from Right of Way  
     10 feet with side loaded garage
  - ii. Side: 5 feet  
     Along street ROW: 10 feet
  - iii. Rear: 10 feet
  - iv. Garage: 20 feet from sidewalk of a public street
- e-f. attached and multifamily
  - i. Front, side, and rear façade: 5 feet from sidewalk
  - ii. Garage: 4 feet minimum from drive lane or sidewalk

(5) Setbacks parking lots

- a. Chambers, Mainstreet, Residential Collector: 10 feet
- b. Local streets: 10 feet
- c. From building to parking lot or parking lot sidewalk: 8 feet
- ii. d. Parking lots shared among adjacent uses and development lots may use a zero setback between lots provided parking lot landscape requirements are met for the combined parking lots and a shared use agreement is executed between the shared users

~~(5)~~(6) Minimum Lot Width: SFD, SFA

- a. at street: 4035 feet
- b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 4030 feet
- c. Multifamily and all other users: none

Formatted: Indent: Left: 0.75", Tab stops: Not at 1.06" + 2" + 2.88"

End of Section

## COMMERCIAL RETAIL (CR)

Planning Areas 3 and 4

### INTENT

The Commercial Retail planning areas (PA-3 and PA-4) ~~is~~ are planned to attract users that will benefit from the surrounding residential neighborhoods and provide goods and services to the local and regional businesses and residents. The intent of the Commercial Retail planning area is to promote the combination of retail commercial uses that will support an active neighborhood commercial center.

### Residential

(1) Vertical Mixed-Use—Residential above first floor retail/commercial  
USES PERMITTED BY RIGHT

← -- -- Formatted: No Spacing, Left, No bullets or numbering, Tab stops: Not at 0.5"

### Commercial Retail

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

- h. household appliance stores
- i. floor covering, drapery and upholstery stores
- j. electronics stores
- k. cosmetic store;

~~(5) Development Sales and Marketing Center~~

**Eating and Drinking Establishments**

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

**Personal Services**

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

~~(2) day care centers, limit to one licensed center on a lot not greater than 2.5 acres.~~

~~(2) health clubs exercise, yoga, dance studio, or similar facility~~

~~(3)a. Not more than 25% of the total gross floor area built in PA-4~~

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Indent: Left: 1.25", Tab stops: 1.63", Left + Not at 1" + 1.25"

Formatted: Normal

**Commercial Recreation**

The following uses shall be permitted only as a supporting use to a primary use such as a restaurant, bar, night club, lounge, brewery that includes a restaurant or similar use that attracts users for the purchase of goods and services. The following uses are limited to no more than 25% of the total gross floor area of the primary use.

- (1) indoor movie theater
- (2) performing art center
- (3) bowling alley
- (4) skating rink (both ice and roller)
- (5) pool hall
- (6) arcade amusement center

**General Office and Professional Services**

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

Formatted: No Spacing, Widow/Orphan control, Tab stops: Not at -0.75" + -0.5" + -0.25" + 0" + 0.25" + 0.75" + 1" + 1.25" + 1.5" + 1.75" + 2" + 2.25" + 2.5" + 2.75" + 3" + 3.25" + 3.5" + 3.75" + 4" + 4.25" + 4.5" + 4.75" + 5" + 5.25" + 5.5" + 5.75" + 6" + 6.25" + 6.5" + 6.75" + 7"

**Lodging**

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

**Motor Vehicle**

- (1) gasoline stations with gas pumps and car wash with and without convenience grocery store
  - (4)a. Not more than 16 pumps
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores
- (5) car wash

Formatted: Indent: Left: 1.25", Tab stops: Not at 0.75" + 1"

**Institution of Higher Educational**

- (1) satellite classrooms limited no not more than 5,000 Gross Square Feet

Formatted: No underline

**Vocational Trade School**

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

Formatted: Font: 11 pt, Not Bold, No underline

Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

**DEVELOPMENT STANDARDS**

- (1) Maximum Building height:
  - a. 60 feet
- (2) Minimum lot area: none
- (3) Setbacks -- All Uses
  - a. Newlin Gulch Open Space
    - i. building 10 feet front, side; 10 feet and rear
    - b:ii. parking 10 feet
  - e.b. E--Mainstreet, & Chambers Road, Residential Collector
    - i. building 30 feet
    - ii. parking 20 feet
  - c. Interior lot lines
    - i. Distance between buildings subject to fire code
    - ii. zero lot line setback allowed on shared walled developments
- (4) Minimum Lot Width: none
- (5) Pedestrian Connectivity Physical and Functional Integration
  - a. Commercial and retail development shall be interconnected by pedestrian-friendly sidewalks, interior walkways, enclosed corridors, concourses, or plazas

Formatted: Indent: Left: 0.75", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.56" + Indent at: 0.81"

Formatted: No underline

Formatted: Font: 11 pt, Not Bold, No underline

Formatted: Numbered + Level: 3 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.94" + Indent at: 2.06"

Formatted: Indent: Left: 1.25"

Formatted: Indent: Left: 0"

End of Section

## **OPEN SPACE (OS)**

### **Planning Areas OS 1 and 2**

#### **INTENT**

Open Space Areas are intended to provide buffers, passive ~~and active~~ recreation, pedestrian trails and drainage detention, and water quality ponds corridors to satisfy requirements of residential and non-residential park and development requirements.

#### **a. USES PERMITTED BY RIGHT**

- (1) As defined in Section 13.04.165 of the Parker Municipal Code
- (2) Nature center/picnic area
- (3) Trails and paths
- (4) Open field play as a supplement to adjacent park improvements
- (5) Other uses consistent with the purposes of this section and compatible with the uses set forth herein, as permitted by Section 13.04.22 of the Parker Municipal Code.

Formatted: Font: 12 pt, Kern at 14 pt

#### **b. Park Dedication**

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

Formatted: No Spacing, Left, Indent: Left: 1", First line: 0", Tab stops: Not at 1"

Formatted: Font: Not Bold

End of Section





ITEM NO: 6C  
DATE: 08/15/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 1.485 – A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF PARKER, TOWN OF CASTLE ROCK, CITY OF LONE TREE AND THE CRISIS CENTER REGARDING DOMESTIC VIOLENCE**

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (08/15/2016) |
| <input type="checkbox"/> CONTRACT       | <input checked="" type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING | (09/06/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

  
\_\_\_\_\_  
David King, Chief of Police

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

**ISSUE:**

The Town of Parker Police Department is seeking to enter into an IGA with the Maryland Network against Domestic Violence. Castle Rock Police, Lone Tree Police, and the Douglas County Sheriff's Office have entered into the same agreement to bring this program to all agencies county wide.

**PRIOR ACTION:**

No prior action.

**FUNDING/BUDGET IMPACT:**

The Town of Parker's budget will not be impacted.

**BACKGROUND:**

In an effort to identify domestic violence relationships that can potentially lead to serious injury or death, all law enforcement agencies within Douglas County (Parker, Castle Rock, Lone Tree, and the Douglas County Sheriff's Office) have partnered with the Maryland Network Against Domestic Violence (MNADV) and the Crisis Center. The MNADV has developed a system to identify these relationships through a series of questions asked to the victim while on scene. If enough affirmative answers are given, the MNADV protocol is started which is an immediate call to the Crisis Center in an effort to give necessary resources to those victims who are seeking help with the relationship. In such severe situations, research has shown that victims that remain in abusive relationships are more likely to be seriously injured in the future. Since implemented in Maryland, there has been a significant decrease in injury or death due to the early intervention of law enforcement and crisis centers.

**RECOMMENDATION:**

Staff recommends the approval of the attached Memorandum of Understanding.

**PREPARED/REVIEWED BY:**

Commander Jim Prior

Town Attorney Jim Maloney

**ATTACHMENTS:**

MOU from the Maryland Network against Domestic Violence.

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 1.485 on first reading and schedule second reading for September 6, 2016, as a part of the consent agenda."

ORDINANCE NO. 1.485 , Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE TOWN OF PARKER, TOWN OF CASTLE ROCK, CITY OF LONE TREE AND THE CRISIS CENTER REGARDING DOMESTIC VIOLENCE**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Memorandum of Understanding by and between the Town of Parker, Town of Castle Rock, City of Lone Tree and the Crisis Center regarding the sharing of cost for providing domestic violence, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Chief of Police of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

## Memorandum of Understanding

Effective: May 1, 2016

WHEREAS, Douglas County Sheriff's Office, Castle Rock Police Department, Parker Police Department, Lone Tree Police Department, and The Crisis Center, have come together to implement the Lethality Assessment Program – Maryland Model (LAP); (each being a "partner" and collectively a "Partnership"); and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding (MOU) setting forth the services to be provided;

### **I. Description of Partner Agencies**

- A. Douglas County Sheriff's Office (DCSO), Castle Rock Police Department (CRPD), Parker Police Department (PPD) and Lone Tree Police Department (LTPD) are law enforcement agencies in Douglas County, Colorado. Each agency responds to calls for service relating to domestic violence in the agency's service area.
- B. The Crisis Center is a resource center, shelter, and advocacy program in Douglas County that serves all of Douglas County, providing direct services to those affected by domestic violence. The Crisis Center has a 24-hour crisis hotline, shelter space, counseling and case management, support groups, and children's programming available at no cost to those who have experienced domestic violence as a victim or a child witness to violence.

### **II. Development of Partnership**

- A. The law enforcement agencies and The Crisis Center applied to the Maryland Network against Domestic Violence (MNADV) for cost-free training and technical assistance to help implement the Lethality Assessment Program – Maryland Model.

### **III. Roles and Responsibilities**

#### **A. Training**

- 1. Each law enforcement agency will fully train its patrol staff, Victim Advocates and those who investigate domestic violence cases, and will implement the LAP on the following timeline:
  - a. DCSO to complete training by September 1, 2016 and to implement no later than September 15, 2016.

- b. CRPD to complete training by September 1, 2016 and to implement no later than September 15, 2016.
  - c. PPD to complete training by September 1, 2016 and to implement no later than September 15, 2016.
  - d. LTPD to complete training by September 1, 2016 and to implement no later than September 15, 2016.
2. No law enforcement agency may implement the LAP prior to confirming that The Crisis Center is ready to implement the LAP.
  3. The Crisis Center will fully train hotline staff and volunteers by September 1, 2016 and will implement the LAP no later than September 1, 2016.

## **B. Re-Training**

- a. Each law enforcement agency will ensure the LAP is integrated into its In-Service Training curriculum no later than October 1, 2016.
  - b. Law enforcement should train all new patrol officers on the LAP protocol within four months of the new officers' start dates.
  - c. Law enforcement will use its best efforts to re-train patrol officers over a series of briefing trainings or a 50-minute in-service session as needed. Specifically, law enforcement will use its best efforts to re-train at least once every 24 months, and if it is determined by the LAP Partnership that performance needs to be improved.
4. The Crisis Center will train all new hotline staff on the LAP protocol within two weeks of the advocates' or volunteers' start dates.
  5. The Crisis Center will re-train hotline staff at least once a year, and as needed. Specifically, The Crisis Center will re-train hotline staff and volunteers if it is determined by the LAP Partnership that performance needs to be improved.

## **6. Regular Meetings**

- a. Each partner agency will determine an agency representative, who will attend monthly LAP Partnership meetings.
- b. The LAP Partnership meetings will take place at a mutually agreed upon location, and on a mutually agreed date and time.
- c. At the LAP Partnership meetings, the LAP Team Coordinator will lead the agency representatives in discussing recent data and statistics, agency participation and performance, and how to better serve High-Danger victims.
- d. The LAP Team Coordinator will distribute all updates, information, and materials that MNADV issues.
- e. The LAP Team Coordinator will send out agendas and minutes to the LAP Partnership partners.

## **7. Data Collection**

- a. Each law enforcement agency will transmit all Lethality Screens within 24 hours of their administration to the agency representative at The Crisis Center.
- b. The "Data Collection Instructions" provided by MNADV are hereby incorporated.
- c. Each agency and The Crisis Center will collect and submit the required data, as indicated in the "Data Collection Instructions" to the LAP Team Coordinator or designee on a monthly basis.
- d. The LAP Team Coordinator will submit the data to MNADV monthly for the first six months.
- e. The LAP Team Coordinator will compile and distribute a site report to the Partnership on an annual basis, including the previous year's LAP data.

#### **IV. Collaborations among various systems partners**

1. In most circumstances, the responding officer will be the individual who will administer the Screen with a victim.
2. Under some circumstances, a Law Enforcement Victim Advocate may be called to the scene to assist the officer in providing support to a victim of intimate partner abuse/violence. These circumstances may include when a high-danger assessment is identified or when a victim expresses interest in having a Law Enforcement Victim Advocate participate in the Screen.
3. If a Law Enforcement victim advocate is already on the scene, the officer may offer the victim the choice of either having the Law Enforcement Victim Advocate or the officer administer the Screen.
4. If the victim prefers that the Law Enforcement Victim Advocate administer the Screen, the officer will sit with the Law Enforcement Victim Advocate, if the victim is open to the officer's continued presence.
5. Regardless of who administers the Screen, if the victim is assessed as High-Danger, the officer or on-the-scene Law Enforcement Victim Advocate will call the Crisis Center to notify them of a High-Danger victim.
6. Any additional safety-planning or explanation of victim rights or the criminal justice process will happen after the victim has spoken with a Crisis Center Advocate.
7. Law Enforcement Victim Advocates may self-initiate the LAP in future interactions with victims (e.g., during follow-up calls or court appearances).
8. Law Enforcement Victim Advocates and Crisis Center Advocates will do their best to help victims understand the distinct services they are able to provide, and the limits to their confidentiality. This language may sound like:

I (Law Enforcement Victim Advocate) can help you with facilitating the victim services along with The Crisis Center and explain the next steps through the criminal justice system, and any information you share with me may be shared with the law enforcement agency. The Crisis Center will help you access Crisis Center services including; safety planning, safe housing options, therapy, community advocacy and legal support. Along with these services, the Crisis Center may refer you to other resources/services that you may need. Any information you share with Crisis Center staff and/or volunteers is completely confidential except if you report wanting to harm yourself, others, or any reports of child abuse and/or elder abuse.

## V. Commitment to Partnership

Each law enforcement agency has signed a Letter of Commitment (Attachment C of the MNADV application for assistance), incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

The Crisis Center has signed a Letter of Commitment, incorporated herein, thereby committing to faithfully follow all essential elements of the LAP – Maryland Model for at least 12 months.

We, the undersigned, have read and agree with this MOU. Further, we have fully reviewed all materials provided by MNADV and have a full understanding of the LAP requirements, and agree to implement the LAP faithfully.

The Parties hereto understand and agree that the law enforcement agencies, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the Municipality and the County.

Sheriff Tony Spurlock,  
Douglas County Sheriff's Office

Chief Jack Cauley  
Castle Rock Police Department

Chief David King  
Parker Police Department

Chief Jeff Streeter  
Lone Tree Police Department

Executive Director Jennifer Walker  
The Crisis Center

Victims Assistance Coordinator, Carole Malezija  
Castle Rock Police Department

Victim's Assistance Coordinator, Nancy Prokop  
Parker Police Department/Lone Tree Police Department

Victim's Assistance Coordinator, Patty Moschner  
Douglas County Sheriff's Office



**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 9.257 - A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and the Belford South Metropolitan District**

PUBLIC HEARING

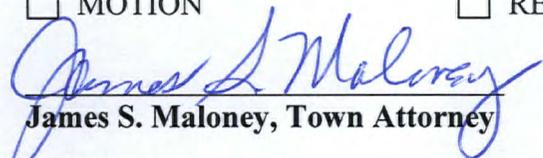
CONTRACT

MOTION

ORDINANCE FOR 1<sup>st</sup> READING (08/15/2016)

ORDINANCE FOR 2<sup>nd</sup> READING (09/06/2016)

RESOLUTION

  
**James S. Maloney, Town Attorney**

  
**G. Randolph Young, Town Administrator**

**ISSUE:** Under the Service Plan for the Belford South Metropolitan District (the "District"), the District is required to approve and execute the Intergovernmental Agreement between the District and the Town following the first organizational meeting of the District. The District has approved and executed the Intergovernmental Agreement and the agreement is now ready for consideration by Town Council.

**PRIOR ACTION:** On March 21, 2016, the Town Council approved the Service Plan for the District.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** The owner of the real property commonly known as Belford South submitted an application to the Town to form the District for the purpose of financing the construction of public improvements associated with the development of the Belford South Property. Under the terms of the Service Plan approved by the Town Council, the District is required to approve an intergovernmental agreement with the Town, which provides for the financing, maintenance and operation of public improvements, as well as certain limitations on the powers of the District.

**RECOMMENDATION:** Approve.

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

**ATTACHMENT:** Ordinance No. 9.257, with Intergovernmental Agreement attached as Exhibit 1.

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 9.257 on first reading and schedule second reading for September 6, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.257, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND BELFORD SOUTH METROPOLITAN DISTRICT**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Belford South Metropolitan District, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT 1**

**TOWN OF PARKER  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF PARKER, COLORADO AND THE  
BELFORD SOUTH METROPOLITAN DISTRICT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the "**Town**"), and the **BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

**WITNESSETH:**

WHEREAS, C.R.S. Section 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on March 21, 2016 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, it is the Town's policy that special districts located within residential projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Arapahoe County Water and Wastewater Authority, and 470 Compark LLC ("**Developer**") entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the "**Annexation Agreement**"), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property with the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District's boundaries, including but not limited to required completion of transportation improvements to roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”) to address certain matters related to the organization, powers and authorities of the District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. Regional Improvements Funding. [INTENTIONALLY OMITTED]
3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]
4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]
5. Operations and Maintenance.

A. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plats and subdivision agreements for the property located within the District’s boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners’ association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the “**Storm Drainage Improvements**” on Exhibit D to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners’ association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town Council has first approved and executed an amendment to this Agreement to authorize the District’s operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District anticipates funding through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage Improvements a mill levy of not more than ten (10) mills (the “**Drainage O & M Mill Levy**”). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District’s mill levies shall never exceed the Maximum Debt Mill Levy (currently 42.827 mills, subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District’s authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an ad valorem property tax mill levy (“**Debt**”), the District shall obtain the certification of an External Financial Advisor substantially as follows:

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

Company certifies that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed

appropriate by Company and based upon Company's analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$16,200,000 in total aggregate principal amount.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

14. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-14 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

16. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

17. Annual Report. The District shall submit an annual report (“**Annual Report**”) to the Town not later than September 1 of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

18. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:                    Belford South Metropolitan District  
   c/o McGeady Becher P.C.  
   450 East 17<sup>th</sup> Avenue, Suite 400  
   Denver, CO 80203  
   Attn: MaryAnn M. McGeady  
   Phone: (303) 592-4380  
   Fax: (303) 592-4385

To the Town:                        Town of Parker  
   20120 E. Mainstreet  
   Parker, CO 80138-7334  
   Attn: Town Attorney  
   cc: Finance Director  
   Phone: (303) 841-0353  
   Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

19. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other Party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Party hereto.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that

serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Town Attorney

**BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By:   
\_\_\_\_\_  
Michael Vickers, President

ATTEST:

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





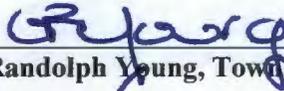
ITEM NO: 6E  
DATE: 08/15/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE:** RESOLUTION NO. 16-057 - A Resolution Assigning and Transferring to Douglas County Housing Partnership all of the Town of Parker's 2016 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

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

  
John Fussa, Community Development Director

  
G. Randolph Young, Town Administrator

#### **ISSUE:**

Each year the Town receives an allocation of the State's Private Activity Bond (PAB) ceiling. In 2016, the Town was assigned \$2,485,000 in PAB capacity from the State. PAB's are tax exempt bonds that are issued for specific private purposes having a public benefit as described by the IRS tax code. Generally the Town has three options for the PAB capacity:

1. Do nothing by the September 15, 2016 deadline and let the capacity go back to the State;
2. Rollover and assign the capacity to a type of project (typically we would want to have a project in mind prior to assigning the capacity); or
3. Assign the capacity to another issuing authority

#### **PRIOR ACTION:**

In 2013 Town Council gave staff direction to assign our capacity to the Douglas County Housing Partnership. On August 18, 2014, the Town assigned the 2014 capacity to the Douglas County Housing Partnership. On August 17, 2015 Council again directed the annual PAB capacity to be assigned to the Douglas County Housing Partnership. At the Town Council Study Session on August 1, 2016 staff received direction from Council to prepare a resolution assigning the 2016 Private Activity Bond capacity to the Douglas County Housing Partnership.

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

None

**BACKGROUND:**

Due to low interest rates, there is not a high demand for PAB capacity. Assigning the capacity to the Douglas County Housing Partnership will help finance affordable housing for residents with low and moderate incomes.

There are three benefits to assigning our capacity to the Douglas County Housing Partnership:

1. The funding stays local
2. We has representation on the Douglas County Housing Partnership Board and therefore we have a say in how the capacity is used
3. Our capacity will provide another financing tool to support affordable housing in Douglas County

**RECOMMENDATION:**

Staff recommends that the Town Council approve Resolution No. 16-057.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

Resolution No. 16-057

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 16.057, as a part of the consent agenda."

RESOLUTION NO. 16-057, Series of 2016

**TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2016 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2016, approximately \$2,485,000 (the "2016 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2016 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2016 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to the Act and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2016 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

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

TOWN OF PARKER, COLORADO

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

ATTEST:

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

**EXHIBIT A**  
**ASSIGNMENT**

**THIS ASSIGNMENT** (the “Assignment”), dated this \_\_\_ day of \_\_\_\_\_, 2016, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the “Assignor”), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority and a (the “Assignee”);

WITNESSETH:

WHEREAS, the Assignor has been awarded \$2,485,000 (the “2016 Allocation”) of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2016 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2016 Allocation. The Assignee agrees to use all of the Assignor’s 2016 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2016 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2016 Allocation to the statewide balance under the Allocation Act, or to assign such 2016 Allocation or a portion thereof to another Assignee.

**Section 2.** The Assignor represents that it has received no monetary consideration for the assignment set forth above.

**Section 3.** The Assignee hereby accepts the assignment of all of the Assignor’s 2016 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

**Section 4.** The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2016 Allocation.

**Section 5.** This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

**TOWN OF PARKER, COLORADO,** as  
Assignor

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

[SEAL]

ATTEST:

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

**DOUGLAS COUNTY HOUSING**  
**PARTNERSHIP,** as Assignee

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

[SEAL]

ATTEST:

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

**EXHIBIT A**

**ASSIGNMENT**

**THIS ASSIGNMENT** (the "Assignment"), dated this \_\_\_ day of \_\_\_\_\_, 2016, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the "Assignor"), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority and a (the "Assignee");

WITNESSETH:

WHEREAS, the Assignor has been awarded \$2,485,000 (the "2016 Allocation") of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor's 2016 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), and such bonds will be used only for "projects" as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** The Assignor hereby assigns and transfers to the Assignee all of the Assignor's 2016 Allocation. The Assignee agrees to use all of the Assignor's 2016 Allocation only for "projects" as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor's 2016 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2016 Allocation to the statewide balance under the Allocation Act, or to assign such 2016 Allocation or a portion thereof to another Assignee.

**Section 2.** The Assignor represents that it has received no monetary consideration for the assignment set forth above.

**Section 3.** The Assignee hereby accepts the assignment of all of the Assignor's 2016 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

**Section 4.** The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2016 Allocation.

**Section 5.** This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

**TOWN OF PARKER, COLORADO,** as  
Assignor

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

[SEAL]

ATTEST:

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

**DOUGLAS COUNTY HOUSING**  
**PARTNERSHIP,** as Assignee

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

[SEAL]

ATTEST:

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





ITEM NO: 6F  
DATE: 08/15/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: RESOLUTION NO. 16-058 – A Resolution Accepting the Conveyance of an Easement Agreement from Portercare Adventist Health System for Lot 1, Crown Point Filing 1, 9<sup>th</sup> Amendment and Lot 1, Crown Point Filing 1, 18<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 is for a resolution accepting conveyance of an easement from Portercare Adventist Health System for a proposed traffic signal at the Parker Adventist Hospital's main entrance on Crown Crest Boulevard. This agreement covers the necessary easement on the northeast, southwest and southeast corners of the intersection.

**PRIOR ACTION:**

Town Council accepted the conveyance of the easement on the northwest corner from LTF Real Estate Company on July 18, 2016.

**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, southwest and southeast corners of this intersection are owned by Portercare Adventist Health System which is affiliated entity of the Parker Adventist Hospital. This resolution accepts the conveyance of the easement at the northwest, southwest and southeast corners of the intersection.

**RECOMMENDATION:**

Staff recommends that Town Council approve the resolution accepting the conveyance of an easement agreement from PorterCare Adventist Health System to the Town of Parker.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

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

**RECOMMENDED MOTION:**

"I move to approve Resolution 16-058, as a part of the consent agenda."

# Crown Crest Blvd Easement Conveyance Vicinity Map



Costco

E-470

Cottonwood Dr

Life Time  
Fitness

Proposed Easements

Parker Rd

Parker  
Adventist  
Hospital

Crown Crest Blvd

Pine Ln



0 400 800  
Feet

RESOLUTION NO. 16-058, Series of 2016

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN EASEMENT AGREEMENT FROM PORTERCARE ADVENTIST HEALTH SYSTEM FOR LOT 1, CROWN POINT FILING 1, 9<sup>TH</sup> AMENDMENT AND LOT 1, CROWN POINT FILING 1, 18<sup>TH</sup> AMENDMENT**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement from Portercare Adventist Health System for Lot 1, Crown Point Filing 1, 9<sup>th</sup> Amendment and Lot 1, Crown Point Filing 1, 18<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 Portercare Adventist Health System for Lot 1, Crown Point Filing 1, 9<sup>th</sup> Amendment and Lot 1, Crown Point Filing 1, 18<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, made this 27<sup>th</sup> day of July, 2016, between Portercare Adventist Health System, 188 Inverness Drive West, Suite 500, Englewood, CO 80112 (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town" or "Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of a 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 **Exhibits A and B** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for 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 the Town an easement for a traffic control signal, including the maintenance and repair of such signal and appurtenances thereto, in, under, through, and across the property described in **Exhibit A and B** which is attached hereto and incorporated herein by this reference. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances, other than matters of record or that would be disclosed by an accurate survey of the Easement Property.

3. Infringement and Correction. The Town 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 Traffic Signal Easement. The Grantor further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a

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

c. Grantor and Grantee from time to time agree to execute and deliver to each other all such documents and agreements as may be necessary or appropriate for the effectuation of the provisions and intent of this Easement Agreement or as may be required from time to time by any applicable governmental authority. The provisions of this Easement Agreement may not be abrogated, modified, amended, rescinded or terminated, in whole or in part, except by a writing

executed and acknowledged by the then owners of the Grantor's property described herein and the Grantee's property described herein.

d. This Easement Agreement is not intended to create a joint venture, partnership or agency relationship between the Grantor and the Grantee.

e. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions of this Easement Agreement shall not be deemed to waive any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Easement Agreement shall be effective or binding on such party, unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take action in respect of such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Easement Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Easement Agreement.

f. It is expressly understood and agreed that enforcement of the terms and conditions of this Easement Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Grantor and Grantee, and nothing contained in this Easement Agreement shall give or allow any such claim or right of action by any other or third person on such Easement Agreement, including, but not limited to, subcontractors, subconsultants, and suppliers. It is the express intention of Grantor and Grantee that any person other than Grantor and Grantee receiving services or benefits under this Easement Agreement shall be deemed to be an incidental beneficiary only.

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.

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

**GRANTOR: PORTERCARE ADVENTIST HEALTH SYSTEM**

By: Jonathan Fisher

Jonathan Fisher CFO 7-27-16  
[Please print name/title] Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27<sup>th</sup> day of July, 2016, by Jonathan Fisher as Parkercare CFO of Portercare Adventist Health System.

My commission expires: 2/4/18

(SEAL)  
TAMERA OGREN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20064004738  
COMMISSION EXPIRES FEBRUARY 04, 2018

Tamera Ogren  
Notary Public

**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**  
**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.**

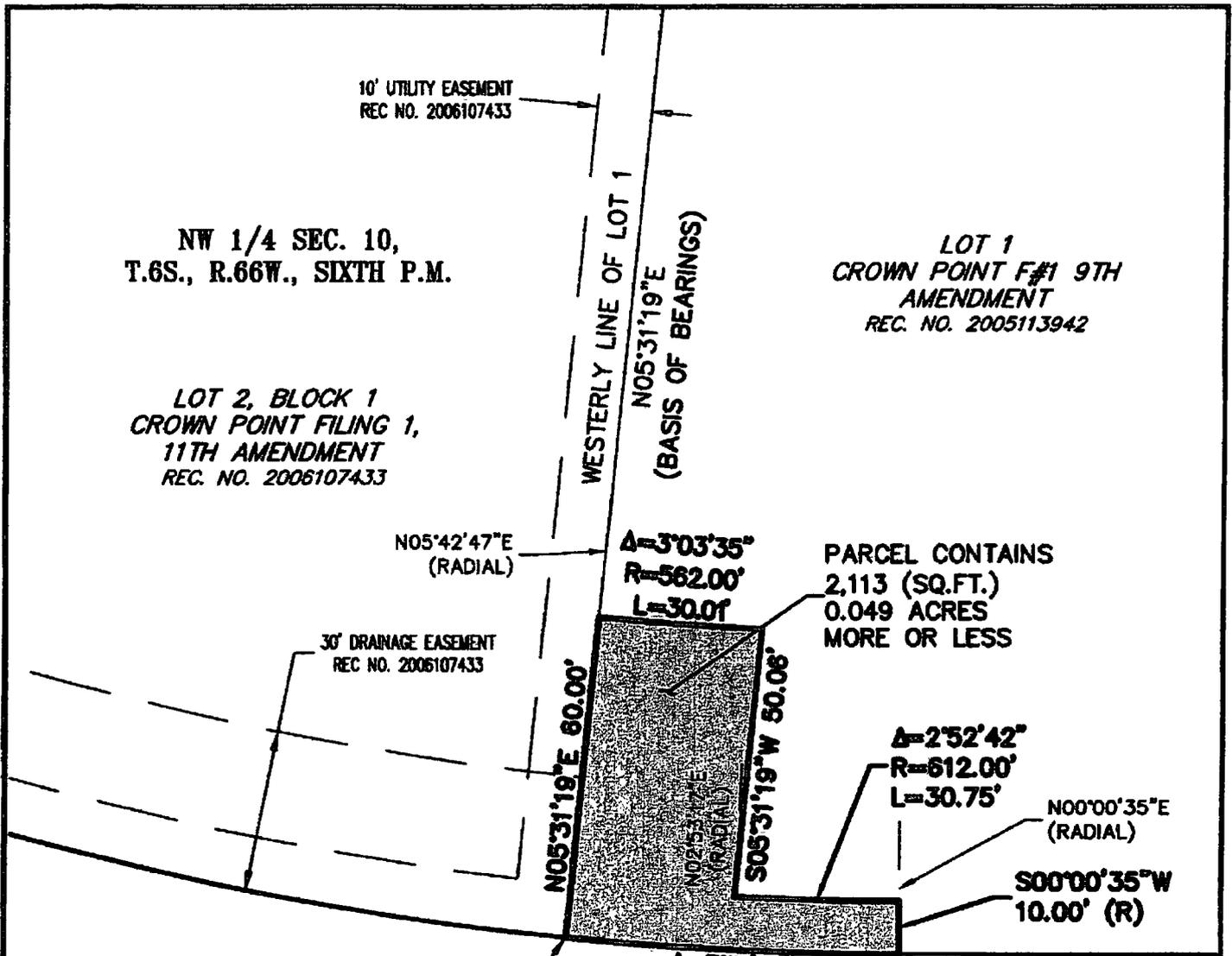
**CONTAINING AN AREA OF 0.049 ACRES, (2,113 SQUARE FEET), MORE OR LESS.**

**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



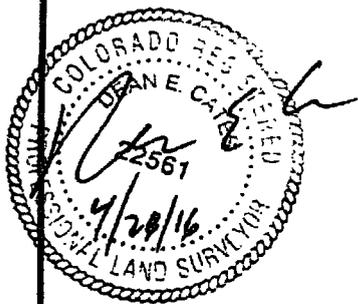
NW 1/4 SEC. 10,  
T.6S., R.66W., SIXTH P.M.

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

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

PARCEL CONTAINS  
2,113 (SQ.FT.)  
0.049 ACRES  
MORE OR LESS

POINT OF BEGINNING  
SW CORNER LOT 1



**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.

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 B**  
**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.

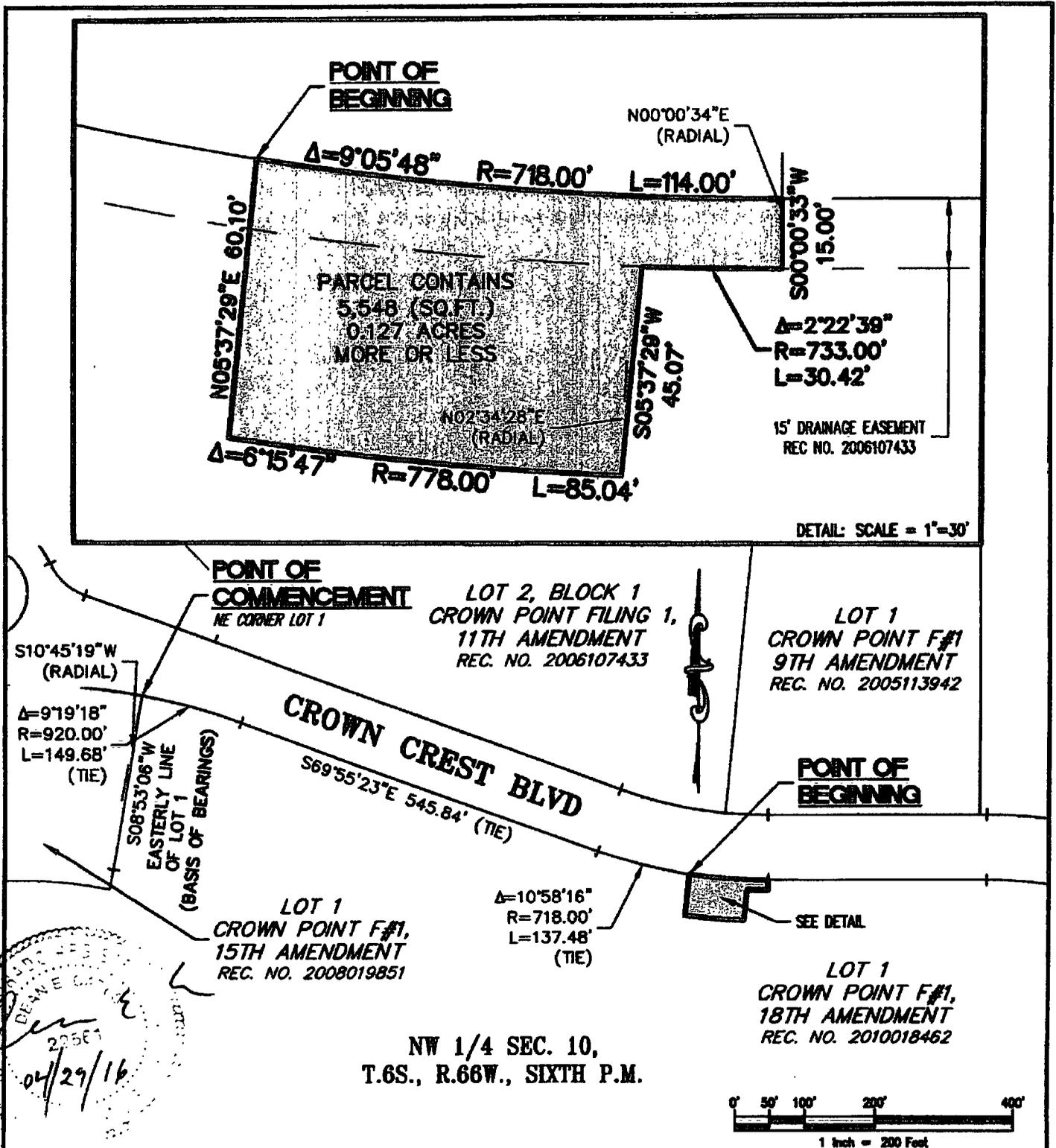
CONTAINING AN AREA OF 0.127 ACRES, (5,548 SQUARE FEET), MORE OR LESS.

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 B



2006107433  
2005113942  
2008019851  
2010018462  
04/29/16

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

PATH: G:\24816-10\DWG  
DWG NAME: LOT 1 CROWN PT FL, 15TH AMND EMT  
DWG: B.M. CHK: DEC  
DATE: 04-28-2016  
SCALE: 1" = 200'

**AZTEC**  
CONSULTANTS, INC.

308 East Mineral Ave.  
Suite 1  
Littleton, Colorado 80121  
Phone: (303)713-1893  
Fax: (303)713-1897  
www.aztecconsultants.com

**EXHIBIT B**  
**NW 1/4 SEC. 10, T6S, R66W, 6TH P.M.**  
**DOUGLAS COUNTY, COLORADO**  
JOB NUMBER 24816-10 2 OF 2 SHEETS





ITEM NO: 6G  
DATE: 08/15/2016

### REQUEST FOR TOWN COUNCIL ACTION

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

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

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

**ISSUE:**

Award of a contract modification with Silva Construction Inc. for the 2016 Townwide Concrete Replacement (CIP 16-006) project.

**PRIOR ACTION:**

Town Council approved the original contract award on May 2, 2016 with Silva Construction. Supplemental budget for the additional Salisbury sidewalk work was approved by Town Council on June 20, 2016.

**FUNDING/BUDGET IMPACT:**

Funding for this contract modification was approved by Town Council as part of the mid-year supplemental budget process on June 20, 2016. Town funding for this contract modification will come from the Sidewalk Gap Closures line item in the Highway and Streets Capital Projects fund (301-4310) via the Parks & Recreation Fund.

**BACKGROUND:**

The Town Council awarded the 2016 Concrete Replacement (CIP 16-006) project contract on May 2, 2016 to Silva Construction Inc. This competitively bid contract consists of completing various concrete work within the Town of Parker. The original project scope included installing a sidewalk on the north side of the Salisbury Park access road from Motsenbocker Road. The original 2016 budget only included funding to allow for construction of one side of the roadway with the south side to be completed at a later date. Funding for the north side sidewalk was included in the 2016 budget as part of the annual sidewalk gap closures line item (301-4310-7547) in the Highway and Streets Capital project account.

In the first quarter of 2016, Parks and Recreation staff proposed completing the sidewalk on both sides of the Salisbury Park access road. Additional funding from Parks & Recreation was approved as part of the mid-year supplemental budget process on June 20, 2016. Town staff

commenced negotiations with Silva Construction in June to complete this work concurrently with their original contract work. The pricing was determined utilizing existing unit prices from the Silva contract and negotiating a few remaining items like traffic control. The total for this additional work is \$90,096 and this amount needs to be added to the contract via a contract modification. Silva has not requested a time extension to their contract at this time. Town staff recommends moving forward with the award of this contract modification.

**RECOMMENDATION:**

Award the contract modification with Silva Construction Inc. for the 2016 Townwide Concrete Replacement Program (CIP 16-006) in the amount of \$90,096 for a revised contract amount of \$1,458,993.

**PREPARED/REVIEWED BY:**

Chris Hudson, CIP & Construction Manager

**ATTACHMENTS:**

None.

**RECOMMENDED MOTION:**

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





# TOWN ADMINISTRATOR'S REPORT

*August 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)



# COMMUNICATIONS

## Project Updates

### Parker “Family” FAM Trip

Local, family-focused journalists and bloggers were invited to Parker in July and August with a goal of letting them experience the great summer events and activities that our Town has to offer! The first two reporters visited on July 30 and Aug. 5 with their families and enjoyed a variety of complimentary activities based on their personal interests, including Kids’ Zone classes, H2O’Brien Pool and/or the Recreation Center Pool, a performance of Grease at the PACE Center, lunch at a local restaurant, a visit to Harmony Park and more! Feedback so far has been great. We are still working with two additional reporters to try to schedule trips.

### Upcoming Social Media Contest

The Town is working on a #MadeinParker social media contest that will kick off in late August/early September. More information to come in next month's TA Report!

### Town Promotional Video

The Town is in the process of developing a Visit Parker video in collaboration with Barnhart Communications. The video will be two to three minutes in length and will be featured on the Town website. In addition, shorter edits of the video will be completed to push out on Parker’s social media channels.

## Social Media Corner

## So Long to Summer Event Marketing

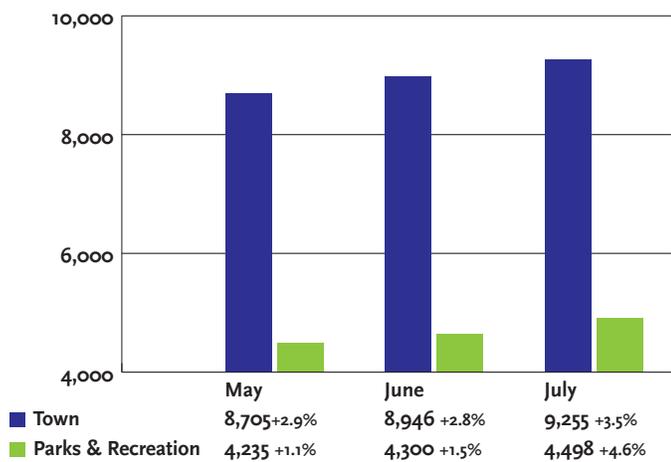
So Long to Summer Boost Post  
Parks and Recreation Marketing staff did a paid Facebook boost to promote the So Long to Summer event. We spent \$60 for a three-day run and 22 people registered during this time.

Below are the post stats:

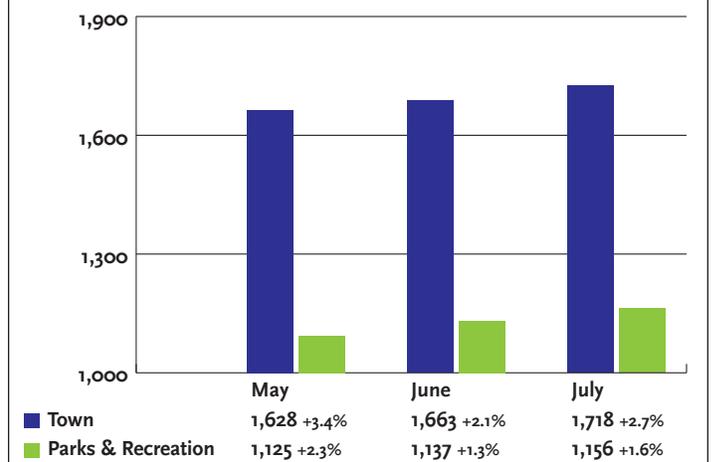
- Reached 8,243 people (6,432 paid reaches)
- 34 post likes
- 5 post shares
- 89 people clicked on the post
- 33 people followed the link to our website
- 3 new people liked the Parks and Recreation FB page as a result
- 3 comments including, “Can’t wait for this shirt. It’s your best design in years!”



Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison





## COMMUNITY DEVELOPMENT

### Major Administrative Approvals - July 2016

<b>Vehicle Vault LLC</b>	<b>18265 Lincoln Meadows Pkwy</b>
<b>Proposal:</b> Minor architectural and lighting changes.	
<b>TRAKiT ID:</b> SP16-002	<b>Approval Date:</b> July 18
<b>Vantage Point</b>	<b>18201 Cottonwood Drive</b>
<b>Proposal:</b> Modifications to the clubhouse and to balconies on multifamily buildings.	
<b>TRAKiT ID:</b> SP16-054	<b>Approval Date:</b> July 25

### Building Division Statistics - July 2016

**Single-Family Permits: 41**  
(153 total in 2016)

\$16,188,582 valuation  
(\$3,352,707 total in 2016)

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

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

**Commercial Permits (New): 0**  
(22 total in 2016)

\$349,229 valuation  
(\$35,510,373 total in 2016)

**Commercial Permits (Remodel): 37**  
(382 total in 2016)

\$478,244 valuation  
(\$10,100,974 total in 2016)

**Other Permits: 227**  
(1,279 total in 2016)

\$1,127,533 valuation  
(\$6,297,581 total in 2016)

**Total Permits: 305**  
(1,836 total in 2016)

\$17,794,359 valuation  
(\$108,265,770 total in 2016)

**Inspections: 2,162**  
(15,695 total in 2016)

**2016 Total Valuation:**  
**\$108,265,770**

## Comprehensive Planning

### Parker Road Corridor Plan

The Town and consultant Logan Simpson are well underway in Phase 1 (of three phases) of the Parker Road Corridor Plan. The Logan Simpson team has been busy with outreach, analyzing existing conditions within the corridor and identifying issues and opportunities, as well as working towards a draft vision statement and goals. Please help us continue to plan this important corridor by joining us at our Public Workshop, **Parker Road: Creating a Great Corridor! on Friday, Aug. 26 from 11 a.m. to 1 p.m. or 3 to 5 p.m.** at Town Hall. You can also visit the project website at [www.ParkerRoadPlan.com](http://www.ParkerRoadPlan.com) to get the latest updates, fill out the online survey or provide comments about the corridor.

### Downtown Parking Study

The Town is working with consultant Kimley Horn on the development of a downtown parking plan that will provide policy, guidance and options for the efficient management of parking in our downtown area. The study will include short-term parking management recommendations to maximize the existing parking supply, event parking management recommendations and long-term parking recommendations. Building public parking is a major investment. This study will help inform the Town regarding when additional public parking is necessary, where it should be located and how many parking spaces are needed. The community is invited to attend an **Informational Open House on Thursday, Aug. 18 from 4:30 to 6:30 p.m.** at Town Hall. Please also visit the project website at [www.ParkerOnline.org/ParkingStudy](http://www.ParkerOnline.org/ParkingStudy) to take a brief online survey.

### New Sign Code Adopted!

The Town has amended the sign code in response to a recent U.S. Supreme Court case, Reed vs. Town of Gilbert, effective **Monday, Aug. 8.** The new code includes content-neutral sign types and definitions. For example, the old code based sign types such as election signs, residential entrance signs and governmental flags from their content, where the new sign code only includes categories such as temporary signs, permanent signs, building signs and freestanding signs. To the greatest extent possible, the Town has kept the current setbacks, scale and size requirements consistent with the old code as a part of this phase of updates.

# COMMUNITY DEVELOPMENT - CONT'D

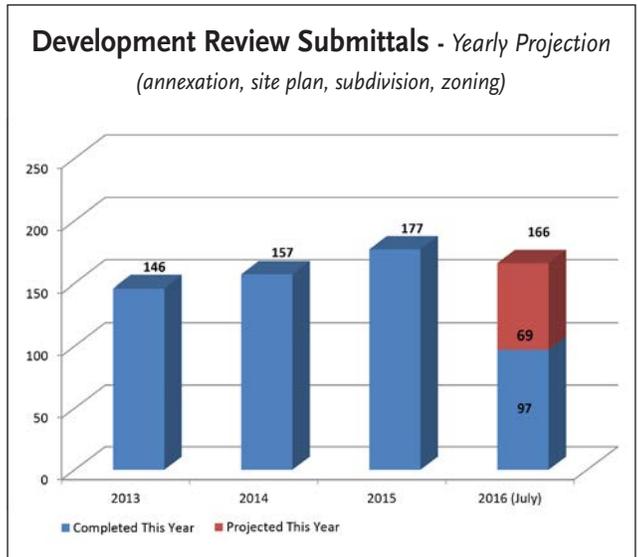
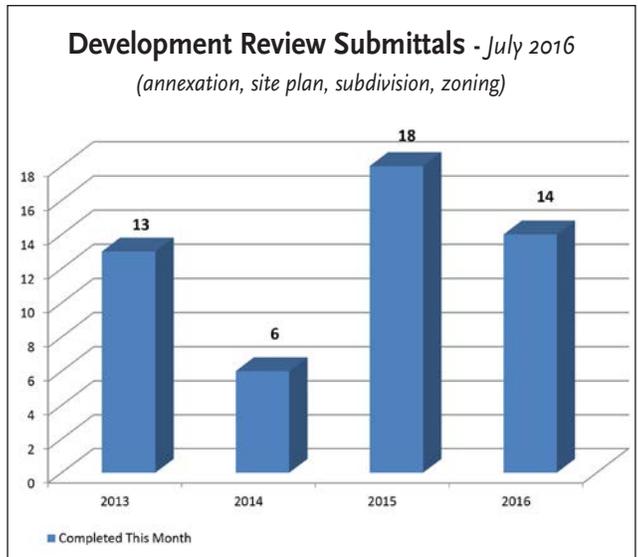
## Development Review - Project Updates

### Major Active Development Projects

- American Academy – Site Plan
- Arby's Remodel – Site Plan
- Blue Mountain Storage - Site Plan (**New Project**)
- Burger King Remodel – Site Plan (**New Project**)
- Cottonwood Highlands Filing 2 Final Plat (**New Project**)
- Enclave Disc Golf/Dog Park – Site Plan
- Hickory House Addition (**New Project**)
- Meadowlark Zoning and Annexation – New Residential
- Parker Hilltop Health Care/Emergency Care Clinic
- Parker Keystone Commercial – Site Plan/Replat
- Parker Taphouse
- Reata North Filing 12 – New Residential
- Saint John Extended Stay Hotel – Site Plan
- Twenty Mile Gun Range – Site Plan
- Watermark II Multi Family – Site Plan
- Westcreek Multifamily

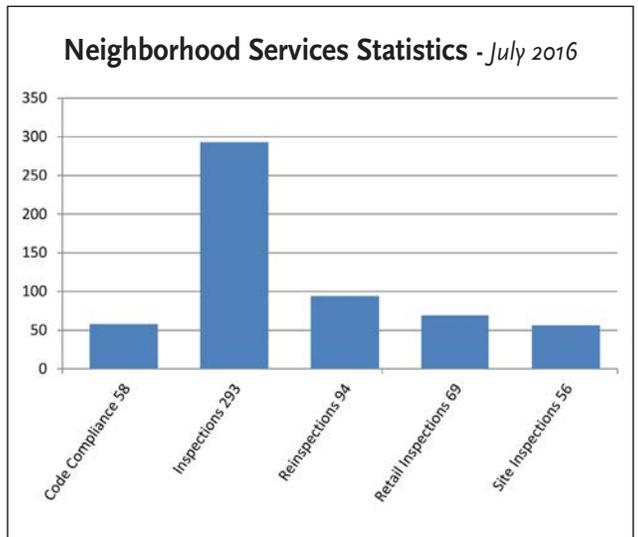
### Major Projects Under Construction

- 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
- The Schoolhouse Non-historic Gym Demolition
- Your Storage Center – Polo Business Park
- Vantage Point Multifamily
- Your Storage Center – Polo Business Park
- Vantage Point Multi-Family



## Project Focus: CareNow

Currently under review at the northeast corner of Parker Road and Hilltop Road is a 5,200-square-foot health service building. The proposed Care Now building will be a one story building with an exterior using multiple colors of bricks, metal canopies and glass storefronts.





## CULTURAL DEPARTMENT

### July Box Office Highlights

- The summer production of Grease ran July 15 to 31. Sales were at 95 percent of capacity, bringing patrons from all over the state and even from around the country to the PACE Center!
- In July, we had the honor of hosting the Henry Awards. This is the Colorado Theatre Guild's yearly awards show for excellence in theatrical arts throughout the Denver Metro area. It was a great chance for us to introduce the best in the industry to our wonderful venue.

### Ticket Update

- Tickets for the 2016/2017 season go on sale to the public on Aug. 1.
- We have sold \$76,200 in tickets to our Family Circle Members, since the season line-up was announced on June 23.
- Our top-selling shows to-date: (1) Wynonna, (2) Wayne Brady and (3) Manhattan Transfer/Take 6.



### Education Update

- Parker Arts Cultural Enrichment summer programming and camps resulted in \$190,523.34 in net revenue. A total of 950 residents and 365 non-residents participated in cultural programs.
- The 2016 Rover Rally has been postponed due to lack of competitor interest and conflicting STEM programming opportunities for last year's competitors. Rover Rally creator Brian Dickman will revise the event structure and generate a committee to target and solicit competitors, vendors and sponsors to determine the potential for a future Rover Rally.

### Operations

- In July, Parker Arts brought in over \$25,000 in concessions sales. This total includes proceeds from shows and events such as Grease, the July Patio Party featuring Trail, Henry Awards (which was hosted by Parker Arts for the first time), 3 weddings, Tour de Ladies, a Bat Mitzvah, and a 50th Anniversary party.
- This is the highest revenue month in 2016 for concessions which brings our 2016 YTD total to \$92,000.
- 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

- July was 2016's highest revenue-generating month for memberships with \$17,150 in membership revenue. We had 158 membership purchases, of which 107 were new Audience Circle members. We have observed that many renewing members are increasing their level of support!

#### Grants

- SCFD presented Parker Arts with its estimated 2016/2017 disbursement, which is expected to be \$366,801.30.
- Parker Arts submitted its annual Tier II Certification Report to SCFD on July 7 and gave its annual presentation to the SCFD Board of Directors on July 28 at Wings Over the Rockies. Both of these reports provide the SCFD Board with an update on Parker Arts program and how SCFD funds are utilized throughout the year.





## ECONOMIC DEVELOPMENT

### IEDC Training



INTERNATIONAL  
ECONOMIC DEVELOPMENT  
COUNCIL

*The Power of Knowledge and Leadership*

- Economic Development staff members attended the Entrepreneurial and Small Business Development Strategies Training July 21 through 22 along with 60 other economic development participants from across the nation, representing 20 other states and Canada.
- This training explored a deeper analysis of entrepreneurial trends, networks and job creation. Other topics covered included fostering a sense of community; incubators and accelerators; serving the entrepreneur and defining EDO financial support for small businesses and entrepreneurial needs.

### Notable Regional Rankings

- Douglas County was ranked ninth in the country by the Center for Digital Government on their 14th annual digital counties survey. The survey recognizes counties that understand the value of technologies, empower their tech leaders, and implement new ideas to make life better for those who live and work there.
- Colorado ranked as the second-fastest growing state in the country by the U.S. Census Bureau, with 100,986 people added to the state between 2014 and 2015.
- The Small Business & Entrepreneurship Council ranked Colorado as the ninth-best state tax system.
- Denver ranked as the third-best city to start a tech career by ComputerTrainingSchools.com, falling behind San Francisco and Austin.

### NAIOP Mid-Year Economic Update

Staff attended the 2016 Mid-Year Economic Update presented by NAIOP, the Commercial Real Estate Development association. The roundtable discussion was made up of developers, owners and investors in office, industrial, retail and mixed-use asset classes, as well as industry leaders from virtually every economic sector in Colorado.

Based on the data presented and the group's collective experience, the Colorado (principally Denver) economy remains very strong and is outperforming many of its peer cities in other parts of the nation. Additionally, while a few sectors (namely energy, oil and gas) have seen declines, most sectors of the economy have seen continued growth.

Broad economic indicators (GDP, employment, population growth, airport deplaning's, building permits) are all trending up for the state and sharply so for the Metro Denver area.

For real property transactions, there is distinct variation by area of town in some asset classes (multi-family in particular). In general, demand is outpacing supply with substantial capital resources seeking projects with capitalization rates in the mid-5% range.

### Family Fun Coming to Parker

Boondock's Family Fun Center is projected to open in December 2016!





## 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

The roadway improvements associated with the project are largely complete. Work is currently focused on streetscaping improvements, including lighting, landscaping, and irrigation. All work is scheduled to be completed around Labor Day, in advance of the Library's anticipated opening in late September.

#### Crown Crest Boulevard/Parker Adventist Hospital Traffic Signal

- Construction of a traffic signal at the Crown Crest Boulevard at Parker Adventist Hospital/Life Time Fitness access intersection.

The project will be competitively bid in August with Town Council award anticipated for September. The traffic signal is anticipated to be operational by the end of 2016.

#### Cottonwood Drive Widening

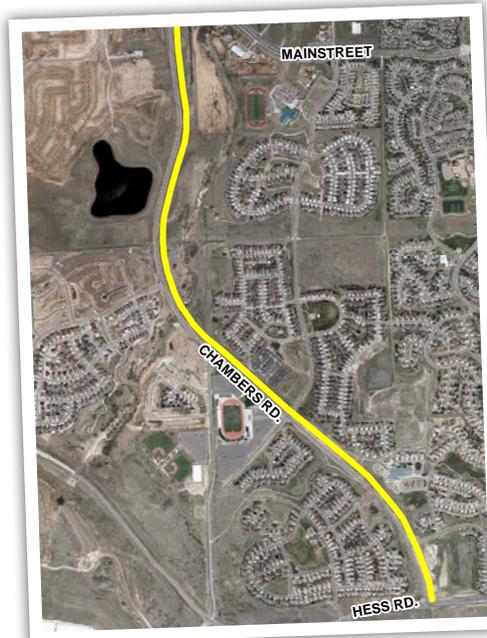
- Widening of Cottonwood Drive between Jordan Road and Cottonwood Way

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.

#### Chambers Road Widening

- Widening of Chambers Road between Hess Road and Mainstreet

The roadway construction has started with earthwork operations and storm drainage improvements underway. Bridge construction began in May and the southern portion of the project is anticipated to be asphalt paved in early August. 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. ▼



### 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 award in May. The contractor on the project began work in late July, and work is anticipated to continue into November.

#### 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 began in late June with the Mainstreet lane reduction to one lane each direction and opened back up Aug. 8 (approximate two-month duration). 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 mill/overlay and slurry/chip seal portions of the project began in June and were substantially completed in late July. Pavement marking work and minor contract punchlist work will continue into early August.

## 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

The competitive bidding of the project was completed in June with Town Council awarding the project on June 20. Construction is anticipated to commence in August and be completed in late-2016.

### 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. ▼



### Bradbury Trail

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

### East-West Trail - Phase III

- Construction of a multi-use recreational concrete trail between the Mosenbocker/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.

### Stroh Soccer Park Parking Lot

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

Construction has begun and is anticipated to be substantially completed in early August during the off-season at the park. Minor remaining work is anticipated to be complete in August.

## 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

This project has reached substantial completion with some minor follow up activities occurring through the end of August.

### Newlin Gulch at East-West Trail

- Grade-control structure and associated appurtenances on Newlin Gulch at the East-West Trail crossing

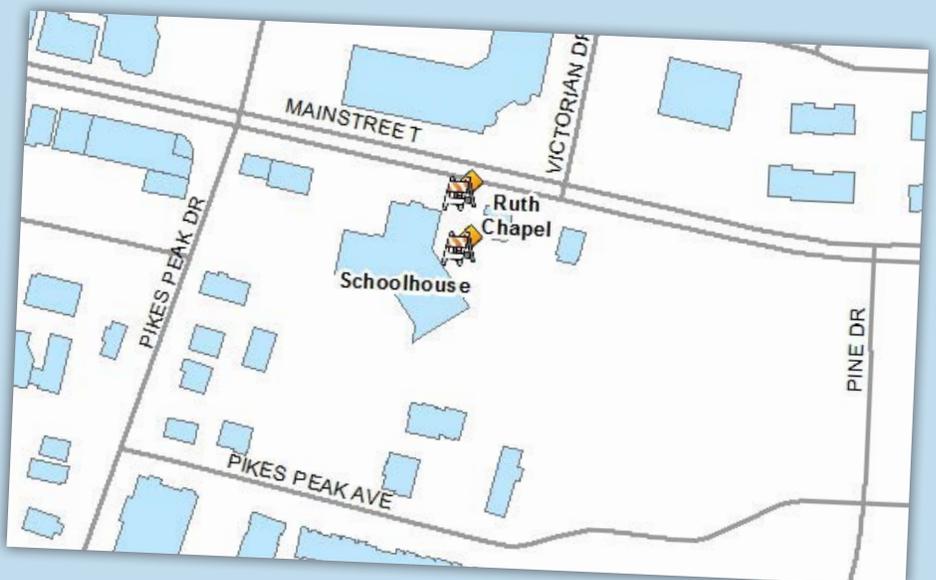
A contractor has been selected and construction will begin in August. This project will be constructed in conjunction with the East-West Trail Phase II and is anticipated to be complete in the fourth quarter of 2016.

## Schoolhouse Access Closure and Pop-Up Plaza

The Mainstreet entrance to The Schoolhouse and Ruth Memorial Chapel has been closed to through traffic as of the week of July 18. Safety is the primary issue, since many vehicles had begun to use the parking lot as a shortcut to Pikes Peak Drive. The lot will now only be accessible from the south on Pikes Peak Court.

This closure does present the opportunity for a Pop-Up Plaza on Mainstreet for community events and celebrations. The first Pop-Up event will be during the Wine Walk on Aug. 26 and feature a pavilion with full cash bar, live music, vendors and more.

Be on the lookout for more exciting events taking place in this public space in the future!





# PARKS AND RECREATION

## Permanent Orienteering Course Introduced

Parks and Recreation, in partnership with local residents and the Rocky Mountain Orienteering Club (RMOC), successfully launched a permanent orienteering course starting at the Baldwin Gulch Trailhead. In orienteering, you use a map and compass to locate a series of checkpoints shown on a specialized topographic map. You choose the route, either on or off trail, that will help you find all the checkpoints and get to the finish line in the shortest amount of time. Each checkpoint, or "control," is a distinct mapped feature such as a trail junction, a boulder, a hilltop, etc. The controls are marked with orange-and-white flags.

- Orienteering is often called "the thinking sport" because it requires map reading, problem solving, and quick decision-making skills in addition to athletic ability and general physical fitness. The course requires little upkeep or maintenance and provides a new form of recreation for our community while utilizing very few Town resources.
- Parker Parks and Recreation held classes at the Fieldhouse to help introduce the sport and the new course to residents. The classes were attended by Boy Scouts, hikers, adventure racers and curious park users.
- Course details are available online at [www.ParkerRec.com/Orienteering](http://www.ParkerRec.com/Orienteering).

## New Pop-Up Plaza

- In July, the Parks Division created a new pop-up plaza on the east side of the Old Schoolhouse. The plaza will be used by the Cultural Department for receptions, bands, and other events.
- The work entailed removing existing rock, improving drainage, adding stabilized crusher fines, placing decorative rocks, and adding flower pots.
- Crews also built a walk on the south side of the building for pedestrian access to the plaza and around the building.



# PARKS AND RECREATION - CONT'D

## Sports - New Hire

- Help us welcome our newest Sports Coordinator to the Town of Parker, Brandon Corley. Brandon joins us from Georgia State University, where he received his master's degree in sports administration.
- Brandon has past experience with Intramural Sports as a player, official and administrator and community Recreation running youth leagues and camps and facility scheduling. He is very excited and eager to work with the Sports Division.

## Fitness

- A new warm water therapy class for cancer survivors is being offered. This class has grown to two classes per week with 10 participants.



## Volunteer Appreciation Night

- Recreation hosted its fourth annual Volunteer Appreciation Night for sports coaches and staff on July 27. The event was a huge success with close to 400 in attendance.
- The Sports Division staff served food and provided door prizes to all coaches as a thank you for their continued service to youth participants in our community.



## Therapeutic Recreation

- The therapeutic recreation kickball tournament was a success, in total around 30 participants and peers played evening kickball.



## Recreation Center Participation

- July was a very good month for drop-in participation at the Recreation Center, the second-highest since the beginning of the year.
- A total of 367 new Recreation Center passes were sold in July.

Month	Total Drop-Ins	Total Amount
January	5,549	\$25,199.00
February	4,866	\$22,113.00
March	6,451	\$28,886.75
April	5,240	\$23,598.25
May	5,102	\$23,269.00
June	4,217	\$18,850.25
July	6,062	\$27,143.75
<b>Year to Date</b>	<b>37,487</b>	<b>\$169,060</b>



## Award-Winning Design

- Parks and Recreation received notice that the Parker Recreation Center Renovation project is the winner of the 2016 Columbine Award in the "Facility Renovation" category.
- The award will be presented at the annual Colorado Parks and Recreation Association's annual conference in Grand Junction on Sept. 22.





## POLICE DEPARTMENT

### K-9 Remi Update

- Colonna's Pizza and Back the Blue Canine Force hosted a fundraiser for K-9 Remi and Parker PD's Canine program on July 28. The support of the community was amazing. There was a line for more than two straight hours to order food. Nearly \$2,500 dollars was raised for Remi and the K-9 program at this event.
- Leading up to the fundraiser, Remi was on local television stations. He and Officer Cashman had a recorded segment that aired throughout KUSA's morning show the day before the event. Thursday, Casey and Remi were live on Fox 31's Good Day Colorado.
- Deputy Chief Jim Tsurapas and Officer Casey Cashman introduced K-9 Remi to the Parker Rotary Club. The Rotary sponsored a meet and greet for Remi during National Night Out on Aug. 6 at the Gazebo from 2 to 4 p.m.
- The Parker Chronicle wrote a story about Remi's "induction" into the force. The article included a couple of success stories, along with other benefits of having him with PPD.



### Collect Them All!

Baseball cards for Officer Casey Cashman and K-9 Remi were debuted at National Night Out.

The four different designs on the front are pictured here. The back of all four cards is the same.



# POLICE DEPARTMENT - CONT'D

## Softball Practice Drop-In

Commander Doreen Jokerst, Officers Trevor Nevins, Todd Shupe and Ryan Yowell stopped by Parker Power's softball practice Saturday morning, July 30. It's hard to tell who enjoys this activity more, the Officers or the Special Olympics athletes. Everyone has a huge smile!



## Coffee With a Cop

Coffee with a Cop was held at the Coffee Cabin on Parker Road and Ponderosa. More than a dozen Officers, Sergeants and the Chief spoke with the many residents that turned out for the event. South Metro Fire Rescue brought an ambulance, a fire truck and technicians to assist us with our Child Safety Seats Inspections. This is the first time we incorporated these inspections with Coffee with a Cop. Our next Coffee with a Cop is tentatively scheduled for September.



## Caught on Facebook

A Facebook follower sent us a photo of Officer David Rosselot changing a flat tire for a Parker resident. That photo was shared more than 100 times and was seen by more than 22,000 people. Way to go above and beyond Dave!



## Thank You Cards

We continued to post one "Thank You" card every morning on Facebook that we received after the Dallas Police Officer shooting. These posts are seen by approximately 2,000 people every day.



## Body Worn Camera Policy

- The ACLU produced an article about body worn cameras and the policies that govern them. Parker PD was one of three agencies mentioned as having a good policy.
- Parker's Body Worn Camera program and policy was part of an article written for The Daily Signal. Commander Chris Peters was interviewed for the article and talked about how the program is supported by our officers and the community. The Daily Signal is a digital-only news publication.
- The Leadership Conference on Civil and Human Rights released their scorecard of 50 body worn camera policies across the nation. Channel 2 and Fox 31 did a story on the report calling our policy, "one of the nation's best."

## Other Updates

- Three Parker Honor Guard members flew to Dallas to attend the funerals of the fallen officers. Commander Chris Peters, Sergeant Steve Tarr and Officer Eric Graham represented the Town of Parker at the services. Southwest Airlines flew them out free of charge.
- Officer Chris Kozuch was interviewed by the Parker Chronicle for an article on motorcycle safety and the importance of wearing a helmet. Officer Kozuch is on the Traffic Team, he is a Motorcycle Officer and is also a Motorcycle Accident Reconstructionist.
- Officer Greg Epp spoke to teachers and administrators at Colorado Early Colleges, Douglas County. He taught emergency management school response and safety protocols. He also taught active shooter training to PACE Center employees.





ITEM NO: 8  
DATE: 08/15/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: COTTONWOOD DRIVE PROPERTY – Annexation**

**(1) RESOLUTION NO. 16-059 - A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Cottonwood Drive Property for Annexation into the Town of Parker**

**(2) ORDINANCE NO. 2.249 - A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Cottonwood Drive Property Located in Douglas County**

- PUBLIC HEARING
- CONTRACT
- MOTION

- ORDINANCE FOR 1<sup>st</sup> READING (08/01/2016)
- ORDINANCE FOR 2<sup>nd</sup> READING (08/15/2016)
- RESOLUTION

*Rosemary Sietsema*  
\_\_\_\_\_  
John Fussa, Community Development Director

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

**ISSUE:**

The Town proposes to annex a portion of the Cottonwood Drive right-of-way (ROW) located east of Jordan Road and south of the existing Cottonwood Drive. Cottonwood Drive in this section is currently two lanes and is planned as a four-lane arterial as described in the Parker 2035 Master Plan and the Transportation Master Plan. This ROW is owned by the Town and was preserved to allow for the future expansion of the roadway. The proposed annexation will allow for a future four-lane Cottonwood Drive to be located entirely within the Town.

**PRIOR ACTION:**

This annexation includes two parcels on the south side of Cottonwood Drive (Attachment 4: Cottonwood South Tract B and Cottonwood Subdivision Filing 8 Track I). Tract B was conveyed by plat to the Town for road ROW purposes in 2003. Tract I was conveyed to the Town by Resolution No. 16-035 on April 18, 2016. On July 5, 2016 Town Council approved Resolution No. 16-049 setting a public hearing date of August 15, 2016 for consideration of the annexation ordinance. On August 1, 2016 Town Council approved Ordinance No. 2.249 on first reading.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The Engineering Department has determined widening of Cottonwood Drive is needed in light of the development of Cottonwood Highlands, the opening of the new King Soopers and current/future development in Crown Point.

Widening of the section of Cottonwood Drive between Jordan Road and Cottonwood Way, across Cherry Creek, has been identified in the Capital Improvement Program (CIP) 10 Year Plan. The project is currently in the design phase. The CIP allocates funding for the construction phase in 2017.

Public notice regarding the August 15, 2016 Public Hearing (second reading) of the annexation was published in the Douglas County News Press dated July 14, 2016. All other required public notices have occurred in accordance with State statute.

The attached resolution that accompanies the ordinance at second reading sets forth findings of fact and conclusions of law as to the eligibility of the annexation proposal. The proposal satisfies the annexation requirements.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. 16-059 and Ordinance No. 2.249.

**PREPARED/REVIEWED BY:**

Carolyn Parkinson, Planner I; Chris Hudson, CIP and Construction Manager, Bryce Mathews, Planning Manager; John Fussa, Community Development Director; James S. Maloney, Town Attorney

**ATTACHMENTS:**

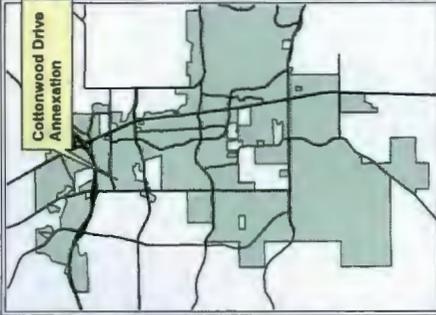
1. Vicinity Map
2. Resolution No. 16-059
3. Ordinance No. 2.249
4. Annexation Map

**RECOMMENDED MOTIONS:**

- (1) "I move to approve Resolution No. 16-0059."
- (2) "I move to approve Ordinance No. 2.249 on second reading."



**PARKER**  
COLORADO



**Legend**

- Annexation
- Parcels
- Roads

**Narrative:**  
Proposal to annex a portion of Cottonwood Drive generally located east of Jordan Road and south of Cottonwood Drive into the Town of Parker.

**Planner:** Carolyn Parkinson

**Hearing Schedules:**  
Eligibility Compliance: July 5, 2016  
Town Council 1st reading: August 1st  
Town Council Hearing: August 15, 2016



RESOLUTION NO. 16-059, Series of 2016

**TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE COTTONWOOD DRIVE PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER**

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

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

WHEREAS, the Town Council of the Town of Parker, Colorado, conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A;

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

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

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

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

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

Section 2. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed as described in attached Exhibit A is contiguous with the existing boundaries of the Town of Parker as required by law.

Section 3. A community of interest exists between the area proposed to be annexed as described in attached Exhibit A and the Town of Parker, and the area will be urbanized in the near future.

Section 4. The area proposed to be annexed is described in attached Exhibit A and is integrated or is capable of being integrated within the Town of Parker.

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

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

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

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

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

Section 6. The petition(s) for the annexation of that real estate described in attached Exhibit A meet the requirements of law and are in proper order for annexation for the property proposed to be annexed as described in attached Exhibit A.

Section 7. No election is required pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

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

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

Section 10. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to Colo. Rev. Stat. § 31-12-111.

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

TOWN OF PARKER, COLORADO

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

ATTEST:

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

## EXHIBIT A

A PARCEL OF LAND BEING TRACT I, COTTONWOOD SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. 317378 AND TRACT B, COTTONWOOD SOUTH, RECORDED AT RECEPTION NO. 2003029540 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4 WHENCE THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS NORTH  $00^{\circ}27'16''$  EAST, A DISTANCE OF 2,656.98 FEET;

THENCE NORTH  $11^{\circ}22'51''$  WEST, A DISTANCE OF 1,025.80 FEET TO THE SOUTHWEST CORNER OF SAID TRACT I AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY LINES OF SAID TRACT I THE FOLLOWING (3) COURSES:

- 1) NORTH  $17^{\circ}13'42''$  WEST, A DISTANCE OF 50.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 840.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH  $16^{\circ}32'47''$  EAST;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}32'51''$ , AN ARC LENGTH OF 227.94 FEET;
- 3) TANGENT TO SAID CURVE NORTH  $89^{\circ}00'04''$  EAST, A DISTANCE OF 262.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT B CONTINUING NORTH  $89^{\circ}00'04''$  EAST, A DISTANCE OF 703.39 FEET TO THE NORTHEAST CORNER OF SAID TRACT B AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH  $16^{\circ}09'19''$  WEST;

THENCE ALONG THE SOUTHERLY BOUNDARY LINES OF SAID TRACTS B AND I THE FOLLOWING (5) COURSES:

- 1) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}09'23''$ , AN ARC LENGTH OF 304.21 FEET;
- 2) TANGENT TO SAID CURVE SOUTH  $89^{\circ}00'04''$  WEST, A DISTANCE OF 393.48 FEET;

- 3) SOUTH  $86^{\circ}08'19''$  WEST, A DISTANCE OF 200.25 FEET;
- 4) SOUTH  $89^{\circ}00'04''$  WEST, A DISTANCE OF 71.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 790.00 FEET;
- 5) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}30'15''$ , AN ARC LENGTH OF 213.77 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1.088 ACRES, (47,392 SQUARE FEET), MORE OR LESS

ORDINANCE NO. 2.249, Series of 2016**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE COTTONWOOD DRIVE PROPERTY LOCATED IN DOUGLAS COUNTY**

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

WHEREAS, the Town Council of the Town of Parker, Colorado has conducted a public hearing as required by law to determine the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described on attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

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

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

**Section 2.** The owner(s) of more than fifty percent (50%) of the property described in attached Exhibit A has petitioned for annexation.

**Section 3.** No simultaneous rezoning of the above-described property is required pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the above-described property consists solely of right-of-way.

**Section 4.** Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the municipal laws of the State of Colorado pertaining to towns, and to all ordinances, resolutions, rules and regulations of the Town of Parker.

**Section 5.** Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interest of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in **Exhibit A**, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

**Section 6.** The Town Clerk shall file, for recording, one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

**Section 7.** The Annexation Map showing the boundaries of the newly-annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

**Section 8.** The Town Clerk shall file one (1) certified copy of the Annexation Ordinance and one (1) copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

**Section 9. 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 10.** This annexation shall become effective within ten (10) days of the publication date of this Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Ordinance.

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

---

James S. Maloney, Town Attorney

## EXHIBIT A

A PARCEL OF LAND BEING TRACT I, COTTONWOOD SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. 317378 AND TRACT B, COTTONWOOD SOUTH, RECORDED AT RECEPTION NO. 2003029540 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4 WHENCE THE WEST QUARTER CORNER OF SAID SECTION 4 BEARS NORTH 00°27'16" EAST, A DISTANCE OF 2,656.98 FEET;

THENCE NORTH 11°22'51" WEST, A DISTANCE OF 1,025.80 FEET TO THE SOUTHWEST CORNER OF SAID TRACT I AND THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY LINES OF SAID TRACT I THE FOLLOWING (3) COURSES:

- 1) NORTH 17°13'42" WEST, A DISTANCE OF 50.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 840.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 16°32'47" EAST;
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°32'51", AN ARC LENGTH OF 227.94 FEET;
- 3) TANGENT TO SAID CURVE NORTH 89°00'04" EAST, A DISTANCE OF 262.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT B;

THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT B CONTINUING NORTH 89°00'04" EAST, A DISTANCE OF 703.39 FEET TO THE NORTHEAST CORNER OF SAID TRACT B AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 16°09'19" WEST;

THENCE ALONG THE SOUTHERLY BOUNDARY LINES OF SAID TRACTS B AND I THE FOLLOWING (5) COURSES:

- 1) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°09'23", AN ARC LENGTH OF 304.21 FEET;
- 2) TANGENT TO SAID CURVE SOUTH 89°00'04" WEST, A DISTANCE OF 393.48 FEET;

- 3) SOUTH  $86^{\circ}08'19''$  WEST, A DISTANCE OF 200.25 FEET;
- 4) SOUTH  $89^{\circ}00'04''$  WEST, A DISTANCE OF 71.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 790.00 FEET;
- 5) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $15^{\circ}30'15''$ , AN ARC LENGTH OF 213.77 FEET TO THE POINT OF BEGINNING.

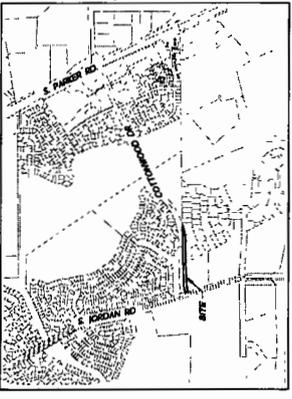
CONTAINING AN AREA OF 1.088 ACRES, (47,392 SQUARE FEET), MORE OR LESS

COTTONWOOD DR - E OF JORDAN RD  
ANNEXATION MAP  
DOUGLAS COUNTY, COLORADO  
TOWN OF PARKER  
80780 EAST MARSHALL, PARKER, CO 80138

DATE: 11/11/11  
SHEET: 1 OF 2  
5498-13

**AZTEC**  
CONSULTANTS, INC.  
200 East 13th Street, Suite 1  
Pueblo, CO 81001  
Phone: (303) 713-1008  
Fax: (303) 713-1091  
www.aztecconsultants.com

**COTTONWOOD DRIVE - EAST OF JORDAN ROAD**  
ANNEXATION MAP TO THE TOWN OF PARKER  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE SOUTHEAST QUARTER OF SECTION 5,  
TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO



PROPERTY MAP  
SCALE: 1" = 1000'

**LEGAL DESCRIPTION - PARCEL 1**  
A PARCEL OF LAND BEING TRACT 1, COTTONWOOD SUBDIVISION PLAT NO. 4, RECORDED AT  
RECORDING NO. 317498 AND TRACT 2, COTTONWOOD SOUTH, RECORDED AT RECORDING NO.  
317499, BOTH BEING PART OF THE ANNEXATION MAP TO THE TOWN OF PARKER,  
COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE SOUTHWEST QUARTER OF  
SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF  
DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

- 1) NORTH 17.5424' WEST, A DISTANCE OF 262.00 FEET TO THE BEGINNING OF A  
CURVED BOUNDARY LINE, A DISTANCE OF 262.00 FEET TO THE  
NORTHWEST CORNER OF SAID TRACT 1, THE  
RADIUS POINT OF SAID CURVE BEARS SOUTH 15.5717° EAST,  
OF 237.74 FEET.
- 2) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET.
- 3) NORTHERLY TO SAID CURVE NORTH SOUTHWEST CORNER OF SAID TRACT 1, THE  
NORTHWEST CORNER OF SAID TRACT 1.
- 4) NORTHERLY ALONG THE NORTHERLY BOUNDARY LINE OF SAID TRACT 2 CONTINUING NORTH  
EASTERLY, A DISTANCE OF 262.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT 2  
AND THE BEGINNING OF A CURVED BOUNDARY LINE, A DISTANCE OF 262.00 FEET TO THE  
NORTHWEST CORNER OF SAID TRACT 2, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 15.5717° WEST,  
OF 237.74 FEET.
- 5) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET TO THE POINT OF BEGINNING.

- 1) NORTHERLY BEING SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET.
- 2) WESTERLY TO SAID CURVE SOUTH SOUTHWEST CORNER OF SAID TRACT 2, A DISTANCE OF 262.00 FEET.
- 3) SOUTH SOUTHWESTERLY BEING SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET.
- 4) SOUTH SOUTHWESTERLY BEING SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET TO THE POINT OF BEGINNING OF A CURVED  
BOUNDARY LINE, A DISTANCE OF 262.00 FEET TO THE  
NORTHWEST CORNER OF SAID TRACT 2, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 15.5717° WEST,  
OF 237.74 FEET.
- 5) WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15.5717°, AN ARC LENGTH  
OF 237.74 FEET TO THE POINT OF BEGINNING.

**CONTRIBUTION**  
TOTAL PERMITS - 2 PARCELS  
CONTRIBUTOR PERMITS - 2 PARCELS  
TOTAL AREA - 1.000 ACRES

**OWNER**  
THE TOWN OF PARKER  
PARKER, CO 80138

- NOTES**
1. BASIS OF BEARINGS  
BEARINGS ARE BASED UPON THE MERIDIAN LINE OF THE INSTRUMENT QUARTER OF  
SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, AS  
BEARING NORTH 052°27'45" EAST, AND BEARINGS, COLORADO COORDINATE SYSTEM,  
CENTRAL ZONE, AND AS BETWEEN THE MONUMENTS SHOWN HEREON.
  2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.
  3. THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL  
OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR  
IMPLIED.
  4. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES  
NOT REPRESENT A MONUMENTED LAND SURVEY.

**SURVEYOR'S CERTIFICATE**  
I, DEAN E. CALES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE  
OF COLORADO, HAVE EXAMINED THE RECORDS OF THE INSTRUMENT QUARTER OF  
SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,  
COUNTY OF DOUGLAS, STATE OF COLORADO, AND THE RECORDS OF THE INSTRUMENT  
QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE SIXTH  
PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, AND THAT AT  
LEAST ONE (1/8) OF THE BOUNDARY OF SAID PARCEL  
IS BEING MONUMENTED BY THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS,  
STATE OF COLORADO.



DEAN E. CALES  
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22081  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

**NOTICE**  
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION  
WITHIN 90 DAYS OF THE DATE OF THIS SURVEY. IF YOU DO NOT COMMENCE  
ANY LEGAL ACTION WITHIN 90 DAYS OF THE DATE OF THIS SURVEY, YOU  
WILL BE DEEMED TO HAVE ACCEPTED THE SURVEY AND YOU WILL NOT BE  
ABLE TO CHALLENGE THE SURVEY. ANY LEGAL ACTION MUST BE COMMENCED  
WITHIN 90 DAYS OF THE DATE OF THIS SURVEY OR YOU WILL BE DEEMED TO  
HAVE ACCEPTED THE SURVEY. THIS SURVEY IS VALID FOR A PERIOD OF 90 DAYS  
FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

**ACCEPTANCE**  
ACCEPTED BY THE PARKER TOWN COUNCIL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

BY THE TOWN OF PARKER \_\_\_\_\_

ATTEST: TOWN CLERK \_\_\_\_\_

**CLERK AND RECORDER'S CERTIFICATE**  
STATE OF COLORADO )  
COUNTY OF DOUGLAS )  
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011 A.D. AT \_\_\_\_\_ A.M./P.M. AND WAS RETURNED AT \_\_\_\_\_ RECEPTION NO. \_\_\_\_\_ COUNTY CLERK AND RECORDER \_\_\_\_\_

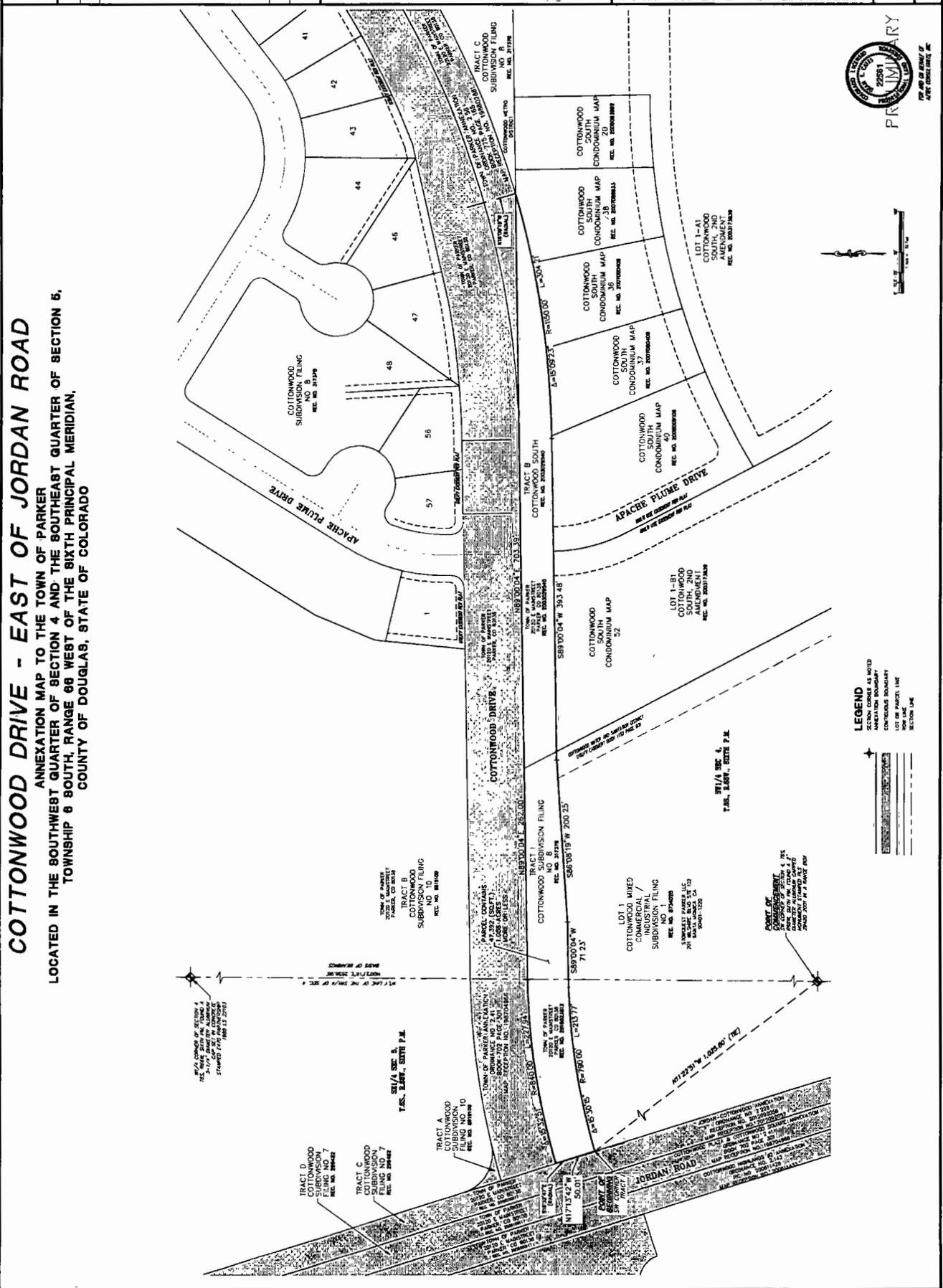
# COTTONWOOD DRIVE - EAST OF JORDAN ROAD

ANNEXATION MAP TO THE TOWN OF PARKER  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4 AND THE SOUTHEAST QUARTER OF SECTION 5,  
 TOWNSHIP 6 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 COUNTY OF DOUGLAS, STATE OF COLORADO

DATE	BY	APPROVED
DEC 10/18		
NOV		
OCT		
SEP		
AUG		
JUL		
JUN		
MAY		
APR		
MAR		
FEB		
JAN		

**AZTEC**  
 CONSULTANTS, INC.  
 308 East Merrill Ave., Suite 1  
 Littleton, Colorado 80120  
 Phone (303) 731-1877  
 Fax (303) 731-1878  
 www.aztecconsultants.com

COTTONWOOD DR - E OF JORDAN RD  
 ANNEXATION MAP  
 DOUGLAS COUNTY, COLORADO  
 THIS TOWN OF PARKER  
 6000 EAST MAINTENANCE PARKWAY, PARKER, CO 80138





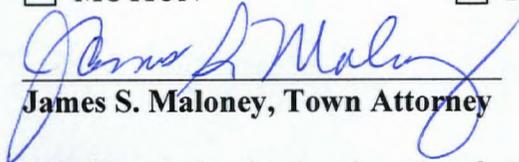


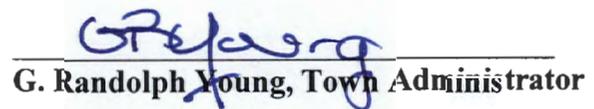
ITEM NO: 9  
DATE: 08/15/2016

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: ORDINANCE NO. 9.256 – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and the Hess Ranch Metropolitan District Nos. 1 Through 8**

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 <sup>st</sup> READING (08/01/2016)            |
| <input type="checkbox"/> CONTRACT       | <input checked="" type="checkbox"/> ORDINANCE FOR 2 <sup>nd</sup> READING (08/15/2016) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION  |

  
James S. Maloney, Town Attorney

  
G. Randolph Young, Town Administrator

**ISSUE:** Under the Service Plan for Hess Ranch Metropolitan District Nos. 1 through 8 (the "Districts"), the Districts are required to approve and execute the Intergovernmental Agreement between the Districts and the Town following the first organizational meeting of the Districts. The Districts have approved and executed the Intergovernmental Agreement and the agreements are now ready for consideration by Town Council.

**PRIOR ACTION:** On September 21, 2015, the Town Council approved the Service Plan for the Districts.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** The owner of the real property commonly known as Hess Ranch submitted an application to the Town to form the Districts for the purpose of financing the construction of public improvements associated with the development of the Hess Ranch. Under the terms of the Service Plan approved by the Town Council, the Districts are required to approve an intergovernmental agreement with the Town, which provides for the financing, maintenance and operation of public improvements, as well as certain limitations on the powers of the Districts.

**RECOMMENDATION:** Approve.

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

**ATTACHMENT:** Ordinance No. 9.256, with Intergovernmental Agreement attached as Exhibit 1.

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 9.256 on second reading."

ORDINANCE NO. 9.256, Series of 2016

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND HESS RANCH METROPOLITAN DISTRICT NOS. 1 THROUGH 8**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Hess Ranch Metropolitan District Nos. 1 through 8, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

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

ATTEST:

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT 1**

**TOWN OF PARKER**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF PARKER, COLORADO AND THE  
HESS RANCH METROPOLITAN DISTRICT NOS. 1-8**

THIS **AGREEMENT** is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the “**Town**”), and **HESS RANCH METROPOLITAN DISTRICT NO. 1, HESS RANCH METROPOLITAN DISTRICT NO. 2, HESS RANCH METROPOLITAN DISTRICT NO. 3, HESS RANCH METROPOLITAN DISTRICT NO. 4, HESS RANCH METROPOLITAN DISTRICT NO. 5, HESS RANCH METROPOLITAN DISTRICT NO. 6, HESS RANCH METROPOLITAN DISTRICT NO. 7, and HESS RANCH METROPOLITAN DISTRICT NO. 8**, each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively, the “**Districts**”). The Town and the Districts are collectively referred to as the Parties.

**WITNESSETH:**

WHEREAS, C.R.S. Section 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on September 21, 2015 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts, as required by Chapter 10.11 of the Town Code; and

WHEREAS, it is the Town’s policy that special districts located within residential projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Parker Water and Sanitation District and Stroh Ranch Development, LLC (“**Property Owner**”) entered into that certain Amended and Restated Annexation Agreement dated September 18, 2015, (the “**Annexation Agreement**”), which provides in part for the formation of special taxing districts, and the Districts are the special taxing districts contemplated in the Annexation Agreement; and

WHEREAS, given the requirements of the Annexation Agreement applicable to the development of the property and Project within the Districts’ Service Area, including but not limited to the requirements the obligations for improvements to arterial roads within the Service Area of the Districts, the Town finds that a regional improvement fund contribution is not required in connection with approval of the Districts’ Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“**Agreement**”) to address certain matters related to the organization, powers and authorities of the Districts.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Regional Improvements Funding. [INTENTIONALLY OMITTED]
2. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]
3. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]
4. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plats for the property located within the Districts’ boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town.
5. Fire Protection. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the Districts’ authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.
6. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.
7. Construction Standards. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The Districts will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

8. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which a District has promised to impose an ad valorem property tax mill levy (“**Debt**”), the District shall obtain the certification of an External Financial Advisor substantially as follows:

(“**Company**”) is an External Financial Advisor within the meaning of the Districts’ Service Plan.

Company certifies that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the Districts for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by Company and based upon Company’s analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

9. Inclusion and Exclusion. The Districts shall not include within any of their boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. A District shall not exclude any property from its boundaries if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within such District, or to the District’s bondholders. The boundaries of the Districts shall not include any property included within any one or more of the Cherry Creek South Metropolitan Districts Nos. 2-11. Therefore, if any property proposed for inclusion in a District is within any one or more of such Cherry Creek South Metropolitan Districts Nos. 2-11, the property shall be excluded therefrom prior to inclusion in a District.

10. Total Debt Issuance. The Districts shall not issue Debt in excess of \$122,260,000 in total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

11. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the Districts without any limitation.

12. Consolidation; Dissolution. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The Districts agree that they shall take all action necessary to dissolve in accordance with the provisions of the Service Plan and applicable state statutes.

13. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-14 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060 (except for

Subsection 10.11.060 (3) and the provisions of Sections 10.11.080 and 10.11.100 of the Town Code solely to the extent they would apply to enforcement of Subsection 10.11.060 (3) (and any successor provisions thereto), shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

14. Applicable Laws. The Districts acknowledge that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

15. Annual Report. Each of the Districts shall submit an annual report (“**Annual Report**”) to the Town not later than September 1st of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

16. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts: Hess Ranch Metropolitan District Nos. 1-8  
c/o McGeady Becher P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Attn: MaryAnn M. McGeady  
Phone: (303) 592-4380  
Fax: (303) 592-4385

To the Town: Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334  
Attn: Town Attorney  
cc: Finance Director  
Phone: (303) 841-0353  
Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

17. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the Districts until after the effective date of this Agreement.

b. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

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

g. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the Districts as of the date first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
\_\_\_\_\_, Town Attorney

**HESS RANCH METROPOLITAN  
DISTRICT NO. 1**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy Hutchins President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 2**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy Hutchins  
Tracy Hutchins, President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 3**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy Hutchins  
Tracy Hutchins, President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 4**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy Hutchins President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 5**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy Hutchins President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 6**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy Hutchins President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 7**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy Hutchins, President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary

**HESS RANCH METROPOLITAN  
DISTRICT NO. 8**, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By: Tracy J. Hutchins  
Tracy J. Hutchins, President

ATTEST:

Cindi M. Rodriguez  
Cindi M. Rodriguez, Secretary