

**TOWN OF PARKER COUNCIL AGENDA
AUGUST 1, 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. **DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)**

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

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

7. **CONSENT AGENDA**

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

A. **APPROVAL OF MINUTES**

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

8. **TOWN ADMINISTRATOR**

- **Reports**

9. **PUBLIC HEARINGS** – None

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

August 1, 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. Section 11.17.020 of the Parker Municipal Code

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

Mayor Mike Waid called the meeting to order at 6:32 P.M. Councilmember Joshua Rivero was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there were four (4) items, the first was Second Amendment to Cooperation Agreement Between the Town and the Parker Authority for Reinvestment and negotiations related to the property located at 19801 E. Mainstreet, the second was Construction of Summerset Lane improvements, the third was a Proposed intergovernmental with the E-470 Public Highway Authority for regional trail improvements and the fourth was Construction of Cottonwood Drive improvements.

It is noted that Amy Holland recused herself for Item 1 of the Executive Session.

EXECUTIVE SESSION

Debbie Lewis moved and Josh Martin seconded to go into Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Josh Martin moved and Debbie Lewis seconded to recess the Executive Session at 7:15 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid introduced Scott Neff, Honorary Mayor for the night. Scott reconvened the meeting at 7:20 P.M.

Scott Neff led the Council and audience in the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

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

PUBLIC COMMENTS

- Mike Waid, 19164 E. Custer Ave., stated that he was impressed with Scott Neff's willingness to serve the community.
- Elaine Mariner, Cultural Director, introduced Carm Holt as the new alternate; Theresa Hawkins-Garcea, the new regular member and Brian Dickman, the new Chair, were unable to attend the meeting.
- Rick Nielson, 16097 Blue Mist Circle, was concerned about the increased noise with the expansion of Cottonwood Drive.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Renee Williams

1. Grand Opening for LaGuna New Skin Clinic
2. Attended golf tournament to support veterans and their families.
3. Grease dress rehearsal at the PACE Center

Amy Holland

Last week attended the Creative District Meeting

Josh Martin

1. Attended the golf tournament to support veterans and their families.
2. Attended the roadway operations meeting for E-470 Expansion.

Mike Waid

Gave Scott Neff a certificate for being Mayor of the Night.

SPECIAL PRESENTATIONS

- **Teen Court Scholarship Recipients**
Macy Polk and Kayla Whitehouse were introduced. They were given the first scholarship from Teen Court. Funds were received from the Town of Parker, Belco Credit Union and the Parker Adventist Hospital.
- **Swearing-In of Remi (Police K9)**
Town Clerk Carol Baumgartner swore in Remi (the Police K9).

CONSENT AGENDA

- A. *APPROVAL OF MINUTES*
July 5, 2016
- B. *RESOLUTION NO. 16-052*
A Resolution Supporting the Grant Application for the 2016 Connect Initiative from the State Board of the Great Outdoors Colorado Trust Fund for the Completion of the East/West Regional Trail Within the Town of Parker
Department: Recreation, Dennis Trapp
- C. *RESOLUTION NO. 16-053*
A Resolution Accepting the Conveyance of an Easement Agreement from LTF Real Estate Company, Inc. for Lot 2, Block 1, Crown Point Filing 1, 11th Amendment
Department: Engineering, Chris Hudson
- D. *RESOLUTION NO. 16-054*
A Resolution to Appoint the Chair, Fill a Vacancy, and to Appoint an Alternate to the Parker Creative District Executive Committee
Department: Cultural, Elaine Mariner

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

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

Mayor Waid clarified his statement from the July 5, 2016 meeting in regard to the Xcel Hearing.

He stated that he made the comment: “What would you guys say if I told you that I was contacted by Xcel with them demanding a private meeting with this group to explain how they are going to vote before they do it. You would be madder than hell. Well, guess what, we had that request made.

What if I told you that Xcel said they wanted us to expend taxpayers’ money to help them hire an attorney or someone else to fight this against our citizens. You would be madder than hell. Well, that request was made to us and I held the process. We remained neutral.”

Mayor Waid explained that those requests were not made by Xcel; he was using it as an example to make a point. The point is that those requests were made by community groups for Town Council to meet with these groups outside of the public hearing process, which would have been outside of Town Council’s neutral boundaries and improper. I was making a point of that.

Amy Holland moved and Josh Martin seconded the motion to approve Consent Agenda Items 6A through 6E.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

Randy had nothing more to add to his monthly report.

PUBLIC HEARINGS

WATERMARK II ON TWENTY MILE

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

The applicant requested approval of a minor development plat to create one legal lot and one tract of record to enable development of the Watermark II on Twenty Mile property.

A site plan has been submitted for the proposed parcels to be created by minor development plat proposing a mixed-use development consisting of 294 apartments with 5,000 square feet of ground-floor commercial space adjacent to Twenty Mile Road. Public roadway improvements associated with this minor development plat located along Twenty Mile Road and on-site

detention pond infrastructure improvements are proposed with the development and will be financially secured with a subdivision improvement agreement with the developer.

Jake Panter, representative of Kimley-Horn, 1454 Marion St., gave a brief background on Watermark II.

Public Comment – None

The Public Hearing was closed at 8:07 P.M.

(a) MINOR DEVELOPMENT PLAT

Josh Martin moved to approve the Watermark II on Twenty Mile Minor Development Plat, based upon staff findings, with conditions contained in the staff report.

Amy Holland seconded the motion.

The motion was approved unanimously.

(b) SUBDIVISION AGREEMENT

Josh Martin moved to approve the Watermark II at Twenty Mile Subdivision Agreement, based upon staff findings.

Renee Williams seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 1.484 – Second Reading

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

Department: Engineering, Chris Hudson

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

The property to the south of this intersection (both the southeast and southwest corners) is owned by the Portercare Adventist Health System. The northeast corner is also owned by the Portercare Adventist Health System. The northwest corner of this intersection is owned by LTF Real Estate Company which is a division of Life Time Fitness.

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

Public Comment – None

Renee Williams moved to approve Ordinance No. 1.484 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 3.324 – Second Reading

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

Department: Community Development, Bryce Matthews

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

Attorney Brian Connelly of Otten Johnson (hired by the Town) reviewed the sign code and stated that it does comply with the Gilbert decision.

Public Comment – None

Josh Martin moved to approve Ordinance No. 3.324 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 5.77 – Second Reading

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

Department: Community Development, Bryce Matthews

The purpose of this code amendment is to move regulations for limited duration signs in the right-of-way and Town owned kiosks from Chapter 13.09 -- Signs to Chapter 10: Streets, Sidewalks and Public Spaces of the Municipal Code and create a new section 10.13: Signage Within Streets and Sidewalks.

Public Comment – None

Amy Holland moved to approve Ordinance No. 5.77 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The regular meeting was recessed at 8:26 P.M.

EXECUTIVE SESSION

Renee Williams moved and Josh Martin seconded to reconvene the Executive Session at 8:38 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Josh Martin seconded to come out of Executive Session at 9:27 P.M. at which time the regular meeting was adjourned.

The motion was approved unanimously.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

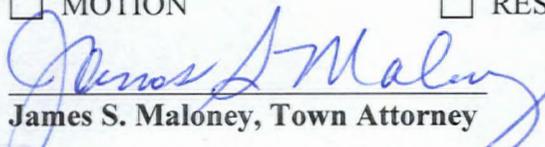


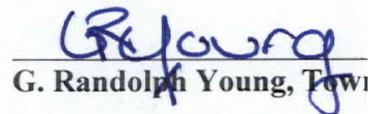
ITEM NO: 7B
DATE: 08/01/2016

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 checked="" type="checkbox"/> ORDINANCE FOR 1 st READING (08/01/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 nd 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 first reading and schedule second reading for August 15, 2016, as a part of the consent agenda."

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 17th 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, phase, 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

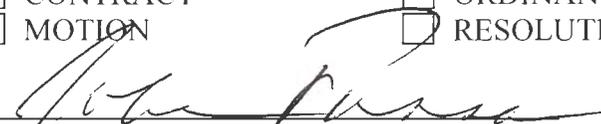


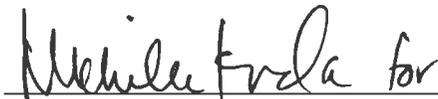
ITEM NO: 7C
DATE: 08/01/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 2.249 – A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Cottonwood Drive Property in Douglas County

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


John Fussa, Community Development Director


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. Annexation of the additional ROW will allow for a future four-lane Cottonwood Drive to be entirely located within the Town.

PRIOR ACTION:

This annexation includes two parcels on the south side of Cottonwood Drive. (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 16-035 on April 18, 2016. On July 5, 2016 Town Council approved a resolution setting a public hearing date of August 15, 2016 for consideration of the annexation ordinance.

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 Cottonwood King Soopers and 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 design phase. Annexation of this ROW allows for the expanded road to be fully located within the Town.

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 public noticing procedures have occurred in accordance with State statute.

A resolution will accompany the ordinance at the time of second reading to set forth findings of fact and conclusions of law as to the eligibility of the annexation proposal.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2.249 on first reading.

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. Ordinance No. 2.249

RECOMMENDED MOTION:

"I move to approve Ordinance No. 2.249 on first reading and schedule second reading for August 15, 2016, as a part of the consent agenda."

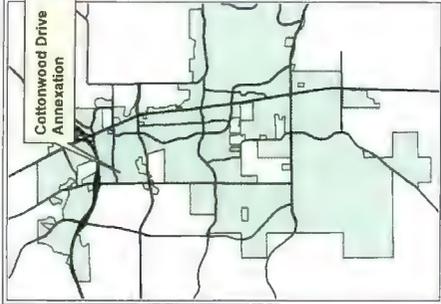


PARKER
COLORADO

Cottonwood Drive Annexation

Attachment 1

Case No. ANX16-005



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



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

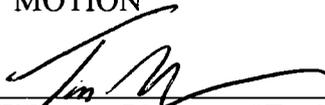


ITEM NO: 7D
DATE: 08/01/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION 16-055 – A Resolution Accepting the Conveyance of Real Property from Century at Carousel Farms, LLC, for Newlin Gulch Boulevard

- | | | |
|---|--|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 ST READING | (06/06/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (06/20/2016) |
| <input type="checkbox"/> MOTION | <input checked="" type="checkbox"/> RESOLUTION | |



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

The Site Plan associated with the proposed Carousel Farms Filing No. 1 development requires the dedication of public right-of-way from an adjacent property. This right-of-way is necessary to construct the extension of Newlin Gulch Boulevard through this property.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

This right-of-way has been acquired by the Developer at no cost to the Town. The associated roadway will be constructed at the cost of the Developer, and after a warranty period, will be the maintenance responsibility of the Town.

BACKGROUND:

Carousel Farms Filing No. 1 is proposed at the northeast corner of Mainstreet and Newlin Gulch Boulevard. This development will be required to improve the Property's existing access point from Mainstreet, which is currently a private roadway, to meet the Town's standard Residential Boulevard Collector roadway section. This roadway will be required to align with the existing south leg of Newlin Gulch Boulevard; to accommodate this alignment the roadway must straddle the property line, requiring right-of-way to be dedicated from the adjacent Riverside Baptist Church property. The applicant has acquired the necessary right-of-way from this property, and now proposes to convey it to the Town.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Vicinity Map
2. Resolution (1 page)
3. Deed of Dedication (6 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-055, as a part of the consent agenda."



ROW Acceptance - Carousel Farms
Vicinity Map



RESOLUTION NO. 16-055, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CENTURY AT CAROUSEL FARMS, LLC, FOR NEWLIN GULCH BOULEVARD

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Century at Carousel Farms, LLC, for Newlin Gulch Boulevard;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of the property interests specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from Century at Carousel Farms, LLC, for Newlin Gulch Boulevard, as provided in the Deed of Dedication for Right-of-Way attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

When Recorded, Please Return To:

Town of Parker
20120 East Main Street
Parker, CO 80138
Attn: Jim Maloney

DEED OF DEDICATION FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CENTURY AT CAROUSEL FARMS, LLC a Colorado limited liability company, for valuable consideration, the receipt and sufficiency of which are acknowledged, does hereby dedicate, grant, transfer, and convey to the TOWN OF PARKER, COLORADO, a municipal corporation (the "Town"), having an address of 20120 East Main Street, Parker, Colorado 80138, for public use as a perpetual right-of-way for street, road and utility purposes on, over, across, under, along, and within the real property in Douglas County, Colorado as described on the legal description attached hereto as Exhibit A, incorporated herein by this reference, with all appurtenances (the "Property"), and warrants title to the same against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, free and clear of all liens and encumbrances as required by Section 13.07.140(g) of the Parker Municipal Code, but subject to all reservations and exceptions of record.

Acceptance of this conveyance by the Town shall not impose upon the Town any obligation for the opening, widening, installation, improvement or maintenance of the Property, nor any duties or obligations of Grantor pursuant to that Special Warranty Deed of even date herewith from Riverside Baptist Church South, a Colorado nonprofit corporation to Grantor and recorded in the official records of Douglas County, Colorado at Reception No. 2016047223.

Signed this 26th day of July, 2016.

GRANTOR:

CENTURY AT CAROUSEL FARMS, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

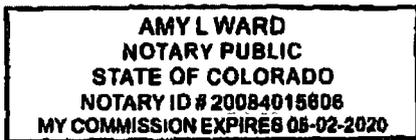
Nigel Coy
Nigel Coy
Vice President

STATE OF COLORADO)
) ss.
(COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 20th day of July, 2016
by Liesel Cooper as Vice President of CENTURY AT CAROUSEL
FARMS, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 5.2.2020




Notary Public

ACCEPTANCE

The Town of Parker, Colorado, hereby accepts the above Deed of Dedication for Right-of-Way for municipal purposes as defined herein.

Dated this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO
A Colorado municipal corporation

By: _____
Mayor

ATTEST:

Town Clerk

EXHIBIT A

(See attached legal description and depiction of the Property)

EXHIBIT A

RIVERSIDE BAPTIST CHURCH PARCEL DESCRIPTION

A PARCEL OF LAND BEING IN A PORTION OF THE NORHTWEST QUARTER OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, DOUGLAS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20 WHENCE THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 20 BEARS SOUTH 88°58'42" WEST A DISTANCE OF 2,655.06 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THENCE NORTH 85°38'06" WEST A DISTANCE OF 662.82 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST MAIN STREET AS DESCRIBED IN RECEPTION NO. 200708933 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, BEING THE POINT OF BEGINNING;

THENCE SOUTH 88°56'44" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 47.03 FEET;

THENCE NORTH 46°43'03" EAST A DISTANCE OF 29.15 FEET;

THENCE NORTH 04°22'43" EAST A DISTANCE OF 118.51 FEET TO A POINT OF A TANGENT CURVE;

THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, A DELTA ANGLE OF 04° 40' 01", AND WHOSE LONG CHORD BEARS NORTH 02°02'43" EAST A DISTANCE OF 59.44 FEET, AND AN ARC LENGTH OF 59.46 FEET;

THENCE NORTH 00°17'18" WEST A DISTANCE OF 342.60 FEET;

THENCE NORTH 89°42'42" EAST A DISTANCE OF 10.07 FEET TO A PIONT ON THE WESTERLY LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20;

THENCE NORTH 00°20'09" WEST, ALONG SAID WESTERLY LINE AND THE EXTENSION THEREOF, A DISTANCE OF 779.73 FEET TO THE NORTHERLY LINE OF THAT PARCEL OF LAND AS DESCRIBED IN RECEPTION NO. 926647 RECORDED MAY 17, 1996 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE NORTH 89°36'14" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 5.16 FEET TO THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 926647;

THENCE SOUTH 00°14'52" EAST, ALONG SAID EASTERLY LINE, A DITANCE OF 1,319.09 FEET TO THE POINT OF BEGINNING.

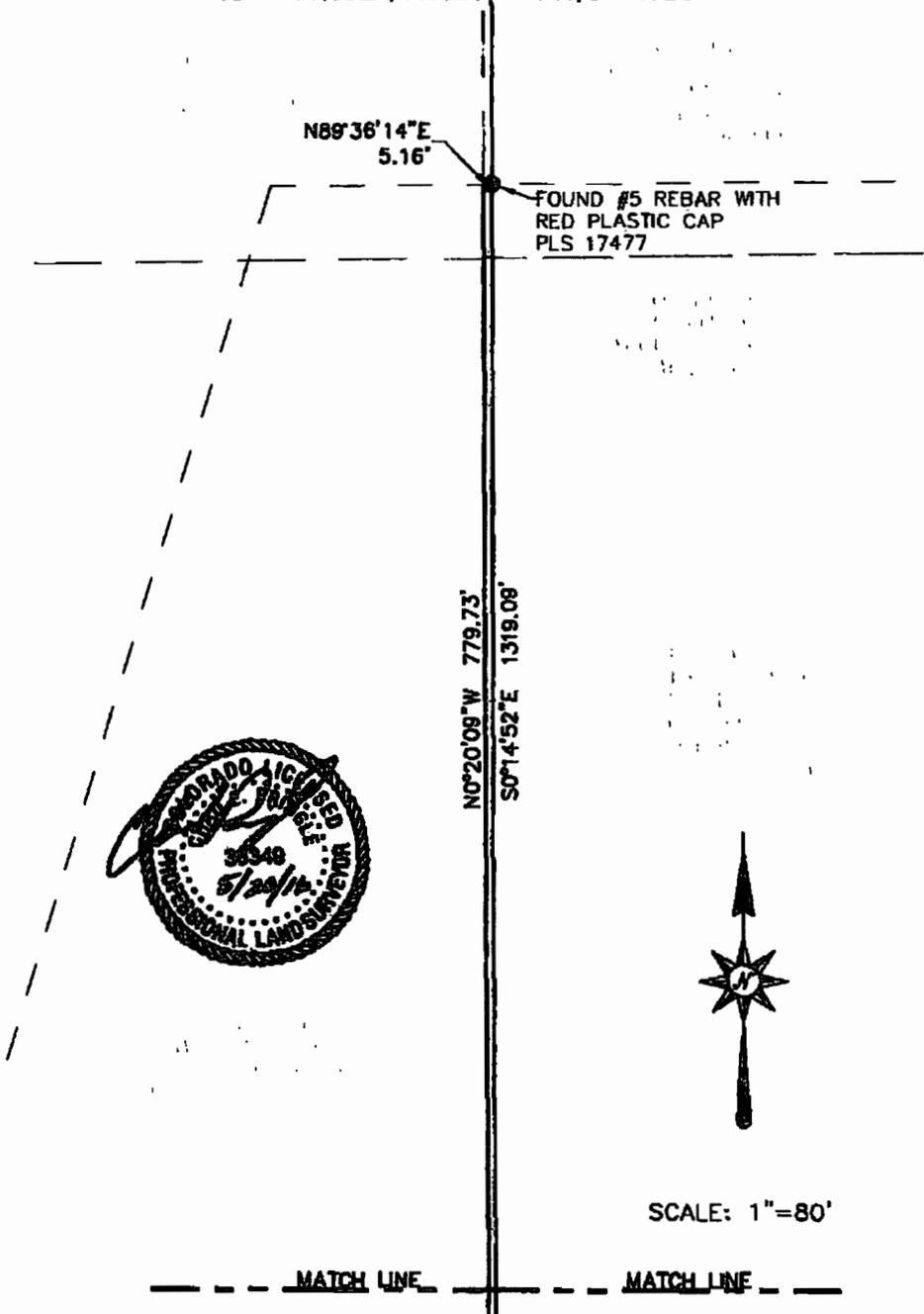
SAID PARCEL CONTAINS 12,365 SQUARE FEET (0.284 ACRES) MORE OR LESS

I, CHAD E. PRINGLE, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE SURVEY UPON WHICH IT WAS BASED, WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE.



CHAD E. PRINGLE, PLS 38349
PROJECT NO. 12.205
FOR AND ON BEHALF OF
ATWELL, LLC

EXHIBIT A
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
 A PORTION OF THE NW1/4 OF SECTION 20, T.8S., R.66W., 6TH P.M.
 TOWN OF PARKER, DOUGLAS COUNTY, COLORADO



SCALE: 1"=80'

--- MATCH LINE ---

NOTE
 THIS DRAWING IS MEANT TO DEPICT THE ATTACHED LEGAL DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

PARCEL CONTAINS 12,865 SQ. FT. OR 0.284 ACRES

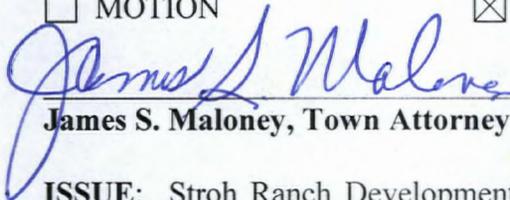
PARCEL EXHIBIT		Sheet 3 of 3
RIVERSIDE BAPTIST CHURCH SOUTH	Date: 12/01/2015 Drawn: CEP Checked: LBO Job No.: 12.205	

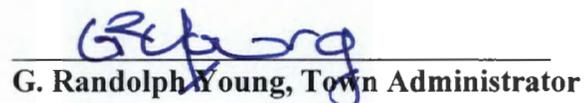


REQUEST FOR TOWN COUNCIL ACTION

TITLE: 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

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


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: Stroh Ranch Development, LLC (“SRD”), desires to enter into the Assignment and Assumption Agreement (Hess Ranch) that is attached to Resolution No. 16-056 with HR935, LLC (the “Assignment”). Paragraph 31 of the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property) between the Town and SRD (the “Annexation Agreement”) requires the Town’s consent before SRD and HR935, LLC, can enter into the Assignment.

PRIOR ACTION: The Town and SRD entered into the Annexation Agreement on September 21, 2015.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town and SRD entered into the Annexation Agreement on September 21, 2015. Paragraph 31 of the Annexation Agreement requires the Town’s consent before SRD can transfer or assign any interest in the Annexation Agreement. SRD desires to sell a portion of the Hess Ranch located southeast of Crowfoot Valley Road to HR935, LLC, which is described as the “Land” in the Assignment that is attached to Resolution No. 16-056. As a part of the sale of the Land, SRD also desires to assign certain obligations and rights contained in the Agreement to HR935, LLC, which requires the Town’s consent.

RECOMMENDATION: Approve.

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

ATTACHMENT: Resolution No. 16-056, with Assignment and Assumption Agreement attached as Exhibit 1

RECOMMENDED MOTION: "I move to approve Resolution No. 16-056, as a part of the consent agenda."

RESOLUTION NO. 16-056, Series of 2016

TITLE: A RESOLUTION TO CONSENT TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT (HESS RANCH) BY AND BETWEEN STROH RANCH DEVELOPMENT, LLC, AND HR935, LLC

WHEREAS, Stroh Ranch Development, LLC, desires to enter into the Assignment and Assumption Agreement (the "Assignment") that is attached as **Exhibit 1**, and incorporated by this reference, with HR935, LLC, as a part of the sale of a portion of the Hess Ranch located southeast of Crowfoot Valley Road, which is described as the "Land" in the Assignment;

WHEREAS, the Hess Ranch is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in Douglas County, Colorado, on December 16, 2015, at Reception No. 2015089338 (the "TOP Agreement"), by and between Stroh Ranch Development, LLC, and the Town;

WHEREAS, pursuant to Paragraph 31 of the TOP Agreement, the Town's consent is required before Stroh Ranch Development, LLC, and HR935, LLC, can enter into the Assignment; and

WHEREAS, the Town Council of the Town of Parker desires to consent to the Assignment, on the condition that HR935, LLC, purchases the "Land" described in the Assignment.

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 consents to the Assignment and Assumption Agreement (Hess Ranch) that is attached as Exhibit 1 on the condition that HR935, LLC, purchases the "Land" described in the Assignment.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION AGREEMENT

(TOP AGREEMENT)

This Assignment and Assumption Agreement (the "Agreement") is made and entered into this ____ day of _____, 2016 ("Execution Date"), by and between STROH RANCH DEVELOPMENT LLC, a Colorado limited liability company ("Seller" or "Assignor"), and HR935, LLC, a Colorado limited liability company ("Buyer" or "Assignee").

RECITALS

A. Assignor is the owner of the real property located in the Town of Parker, Douglas County, Colorado, known as the Hess Property (the "Hess Property"). The Hess Property is the subject of and is encumbered by that certain Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property), recorded in Douglas County, Colorado on 12/16/2015 at Reception No. 2015089338 (the "TOP Agreement"), by and between Assignor and the Town of Parker, a Colorado home rule municipality (the "Town").

B. The legal description of the Hess Property as described in Exhibit A to the TOP Agreement consists of two parcels: "Parcel A" as described in Exhibit A to the TOP Agreement, which is hereafter referred to as the "Other Land," and "Parcel B" as described in Exhibit A to the TOP Agreement, which is hereafter referred to as the "Land."

C. On or about the Execution Date, Buyer has purchased the Land from Seller.

D. The TOP Agreement contains certain obligations to be performed by the owner of the Hess Property (which includes the Land), and such obligations are referred to in the TOP Agreement as the "Southern Property Obligations."

E. In connection with the sale of the Land by Seller to Buyer, Buyer has agreed to assume the Southern Property Obligations, as defined in the TOP Agreement, to the extent such obligations related to the Land, all as set forth below, and Seller wishes to be released from such obligations.

F. Section 31 of the TOP Agreement prohibits a partial transfer or assignment of any of the rights or obligations under the TOP Agreement. As evidenced by the Town's Consent attached hereto and incorporated herein, the Town has agreed to consent to the assignment and assumption of certain rights and obligations under the TOP Agreement as contemplated herein notwithstanding such prohibition on the terms and conditions contained in the Consent.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The Recitals are incorporated herein by reference and are deemed part of this Agreement.

2. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights under the TOP Agreement to the extent the same relate to the Land ("Assigned Rights").

3. Assignee accepts transfer of the Assigned Rights and assumes and agrees to be solely responsible for any and all of the Southern Property Obligations required by the TOP Agreement that pertain to the Land (the "Land Obligations"), including without limitation the following obligations:

a. Payment of Town fees in respect to the Land as set out in Section 5(b) of the TOP Agreement;

b. Conveyance of open space that is included within the boundaries of the Land, as provided in Section 6 of the TOP Agreement, including the separate parcels described in attached Schedule 1;

c. Performance of the express obligations set out in Section 7 of the TOP Agreement for design, construction, and maintenance of: (i) the Southeast Trail from Crowfoot Valley Road to the Eastern Edge of the Land where North Pinery Parkway exits the Land; (ii) the Community Trails on the Land as described in Section 7(a) of the TOP Agreement; and (iii) the related sidewalk connections on the Land.

d. Development and conveyance of parks on the Land as required by Section 8 of the TOP Agreement (as shown in detail on Exhibit D to the TOP Agreement);

e. Conveyance to Douglas County School District RE-1 of land within Planning Area 37 for a school site, as required by Section 9 of the TOP Agreement;

f. Dedication of land within Planning Area 45 to the South Metro Fire Rescue Authority as required by Section 10 of the TOP Agreement;

g. Performance of the obligations under Sections 12(d) and 12(e), and the obligations under Section 12(f) to the extent applicable to roads to be constructed pursuant to Sections 12(d) and 12(e);

h. Design and construction of traffic signals required at the intersections of Crowfoot Valley Road and Chambers Road, and North Pinery Parkway and Crowfoot Valley Road, and Chambers Road and North Pinery Parkway and any other traffic signals that are required on the Land as provided in the Town approved Traffic Study;

i. Conveyance to the Town the portion of the Land required to be dedicated pursuant to Section 15(f) of the TOP Agreement;

j. Conveyance to the Town of the portion of the Land adjacent to Crowfoot Valley Road required to be dedicated pursuant to Section 15(g) of the TOP Agreement;

k. Final design and construction of the Regional Detention Pond 305 (the "Pond") in accordance with Town Standards, as provided in the Conceptual Drainage Report for Hess Rand Development dated June 26, 2015 prepared by Manhard Consulting, including all necessary drainage improvements to convey the developed stormwater from the Land to the Pond. Assignee shall obtain from Assignor all necessary property rights and easements to construct the Pond improvements to the extent not located on the Land; and

l. Open Space dedications to either the Town, an established Homeowners Association, or a metropolitan district if allowed by the Town, in accordance with the dedication specified in the attached Schedule 1. The determination as to which party will receive these dedications will be at the sole discretion of the Town at the time of dedication.

4. Assignor retains and confirms that it remains fully responsible for any and all of the Southern Property Obligations required by the TOP Agreement not assumed by Assignee under this Agreement (the "Retained Obligations").

5. By assuming the Land Obligations, Assignee agrees that in all instances, it shall be responsible for performing the Land Obligations in accordance with and subject to the provisions, requirements, and standards required by the TOP Agreement of the owner of the Hess Property (including the owner of the Land) including, without limitation, the provisions of Sections 16 and 17 of the TOP Agreement to the extent applicable to the Land Obligations. Assignee shall not be responsible for satisfaction of any of the Retained Obligations. The Retained Obligations shall remain the obligations of Assignor and its permitted assigns. It is the intent of Assignor and Assignee that the Southern Property Obligations, as defined in the TOP Agreement, shall be allocated between Assignor and Assignee, so that Assignee is solely responsible for the Land Obligations, and Assignor shall be solely responsible for the Retained Obligations.

6. The total number of residential units described in Section 11 of the TOP Agreement are allocated between the Land and the Other Land as follows: 890 to the Land and 2,489 to the Other Land. The TOP Agreement contemplates that certain densities may be shifted on the Hess Property from one part of the Hess Property to another. The parties agree that the right to shift density shall remain solely within the separate parcels (i.e., the Land and the Other Land), so that Assignee shall be allowed to shift density only within the boundaries of the Land, and Assignor shall have the right to shift densities only within the Other Land. The right to shift density only within the Land and the Other Land shall run with the land, and any assignee of Assignor or Assignee shall be subject to such limitation on their ability to shift densities.

7. Assignor hereby represents and warrants to Assignee that: (a) Assignor has not assigned or encumbered its interest in the TOP Agreement and the TOP Agreement is otherwise free from all liens, claims, and encumbrances; (b) the TOP Agreement has not been amended or modified; (c) neither Assignor, nor to Assignor's knowledge, any other party, is in default of the TOP Agreement; and (d) the person executing this Agreement on behalf of Assignor has the full authority and power to do so. Assignee hereby represents and warrants to Assignor that the person executing this Agreement on behalf of Assignee has the full authority and power to do so.

8. The laws of the State of Colorado shall govern the validity, performances and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, the venue of such suit or action shall be in Douglas County, Colorado.

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

To Assignor: Stroh Ranch Development LLC
 Attention: Gary L. Hunter, Manager
 5105 DTC Parkway, Suite 240
 Greenwood Village, CO 80111
 Email: ghunter@sdi-us.com

With a copy to: Robert Shaiman, Esq.
 Lohf Shaiman Jacobs Hyman & Feiger PC
 950 S. Cherry Street, Suite 900
 Denver, CO 80246
 Email: rshaiman@lohfshaiman.com

To Assignee: HR935, LLC
 Attention: Matt Janke
 7353 South Alton Way
 Centennial, CO 80112
 Email: MJanke@E5XManagement.com

with a copy to: Davis & Ceriani, P.C.
 Attention: Edward (Ted) R. Gorab, Esq.
 1350 Seventeenth Street, Suite 400
 Denver, CO 80202
 Email: EGorab@davisandceriani.com

10. This Assignment and Assumption Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11. This Assignment and Assumption Agreement may not be amended absent a written agreement between the Assignor and Assignee and subject to all required approvals by the Town. No further assignment of the TOP Agreement or any rights or obligations thereof shall be permitted without the prior approval of the Town.

12. If there is any litigation between Assignor and Assignee as to the interpretation or enforceability of the provisions of this Assignment and Assumption Agreement, the successful party in such litigation shall be awarded of all costs incurred by the successful party in connection with such litigation, including reasonable attorneys' fees.

13. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns and shall run with the Land.

14. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado.

[Signatures appear on the following pages.]

HR935, LLC, a Colorado limited liability company

By: [Signature]
Name: Chris Elliott
Title: Manager

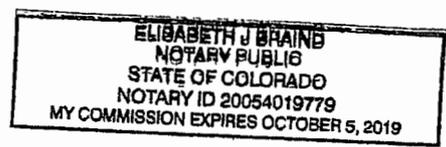
STATE OF Colorado)
COUNTY OF Arapahoe) ss.

The foregoing instrument was acknowledged before me this 3rd day of July, 2016, by Chris Elliott as Manager of HR935, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: 10/5/2019

[Signature]
Notary Public



TOWN OF PARKER CONSENT

By its signature, below, the Town of Parker consents to the assignment by STROH RANCH DEVELOPMENT LLC, a Colorado limited liability company, as Assignor, of the Assigned Rights to HR 935, LLC, a Colorado limited liability company, and the assumption by HR935, LLC, as Assignee, of the Land Obligations, as defined in the foregoing Assignment and Assumption Agreement. The Town of Parker agrees that Assignor shall be relieved of and released from any further obligations with respect to the Land Obligations assumed by Assignee, and that Assignee shall be relieved of and released from all of the Retained Obligations. This Consent shall not be construed as a consent to any further transfer or assignment of any obligations under or interest in the TOP Agreement by either party, and any such transfer or assignment shall require the Town's prior written consent in each instance. This Consent shall not be construed as a representation or warranty of any kind of the compliance of Assignor or Assignee with the terms and conditions of the TOP Agreement nor a waiver of any of the Town's rights or remedies thereunder except as expressly provided herein.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CONSENT AND SUBORDINATION OF LENDER

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trez Capital (2015) Corporation, as beneficiary of the Deed of Trust dated _____, 2016, and recorded on _____, 2016, at Reception No. _____ in the real property records of Douglas County, Colorado (the "Deed of Trust"), hereby consents to this Agreement and subordinates the lien and all rights under the Deed of Trust to this Agreement.

TREZ CAPITAL (2015) CORPORATION,
a British Columbia corporation

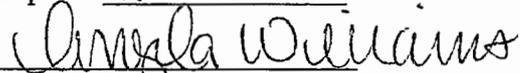
By: Trez Capital Funding II, LLC,
a Delaware limited liability company,
its Administrative Agent

By: 
Name: John D. Hutchinson
Title: President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 10th day of July, 2016, by John D. Hutchinson as President of Trez Capital Funding II, LLC, a Delaware limited liability company, as the Administrative Agent of Trez Capital (2015) Corporation, a British Columbia corporation, on behalf of said entities.

Witness my hand and official seal.

My commission expires: 2-7-17

Notary Public



SCHEDULE 1

<u>OPEN SPACE PARCEL</u>	<u>ADJACENT PLANNING AREA</u>	<u>OS ACREAGE</u>
24	36	17.36 ACRES
25	34	16.43 ACRES
26	40	14.28 ACRES
27	41	16.15 ACRES
28	42	8.86 ACRES
29	46	1.79 ACRES
30	47	12.85 ACRES
31	39	11.77 ACRES



ITEM NO: 7F(1)
DATE: 08/01/2016

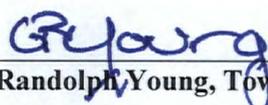
REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – 2016 Townwide Roadway Reconstruct Program (CIP 16-004) Contract Modification

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

Award of a contract modification with T&M Construction, LLC, for the 2016 Townwide Roadway Reconstruct Program (CIP 16-004) project.

PRIOR ACTION:

Town Council approved the award to T&M Construction, LLC, on February 16, 2016, for the 2016 Townwide Roadway Reconstruct Program (CIP 16-004) project.

FUNDING/BUDGET IMPACT:

Funding for this annual roadway maintenance project has been appropriated in the Streets Capital Improvement Projects (301-4310) and Public Works – Streets fund (101-4310). The Town needs to maintain our roadway investment through annual maintenance activities in order to maximize the usable life.

BACKGROUND:

Once construction was underway, it was determined that additional concrete pavement maintenance was needed on Jordan Road from Mainstreet to Cedar Gulch Parkway and on Mainstreet from Jordan Road to the east for approximately four hundred feet. Items included in the maintenance include removal of concrete panels, replacing the panels, diamond grinding the surface, and sawing and sealing the joints.

RECOMMENDATION:

Award the contract modification with T&M Construction, LLC, in the amount of \$241,029.50 for the 2016 Townwide Roadway Reconstruct Program (CIP 16-004) project for a revised total contract of \$1,946,009.

PREPARED/REVIEWED BY:

Thomas Gill, Associate Project Manager

ATTACHMENTS:

None

RECOMMENDED MOTION:

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



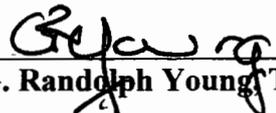
REQUEST FOR TOWN COUNCIL ACTION

TITLE: Kronos Timekeeping Upgrade and Addition of Human Resources Module

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



Don Warn, Finance Director



G. Randolph Young, Town Administrator

ISSUE: This agenda item is for approval to sign a contract for the purchase of upgrades to the Kronos Timekeeping System and the purchase and installation of the Human Resources module.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: The funds for this purchase will come from the Finance and Human Resources budgets.

BACKGROUND: The Finance Department and Human Resources Department met with Kronos to discuss the upgrades available for our current system as well as the inclusion of an HR module. After meeting with Kronos staff and discussing the options available, the two departments felt it was in the best interest of the Town to continue working with Kronos for the timekeeping services and to include the Human Resources services to assist in data transfers, information sharing / retrieval, etc., between the two departments.

The anticipated costs for this conversion / upgrade will be \$109,500.00.

RECOMMENDATIONS: Authorize staff to issue a contract for the purchase of upgrades to the Kronos Timekeeping System and the purchase and installation of the Human Resources module.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

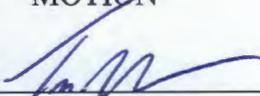


ITEM NO: 7F(3)
DATE: 08/01/2016

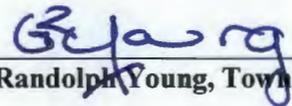
REQUEST FOR TOWN COUNCIL ACTION

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

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

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

PRIOR ACTION:

On April 2, 2016, Town Council approved the Cottonwood Drive Widening (Phase I) Professional Services Agreement with Tsiouvaras Simmons Holderness, Inc.

FUNDING/BUDGET IMPACT:

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

BACKGROUND:

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

In April of this year, Town Council approved a services agreement with Tsiouvaras Simmons Holderness, Inc., for Phase I which was for 30% plan submittal by the designer. These plans have been reviewed and approved by staff. Phase II of the services agreement is needed to progress to the 90% plan submittal and review.

RECOMMENDATION:

Approve the professional services agreement with Tsiouvaras Simmons Holderness, Inc., in the amount of \$636,615.79.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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

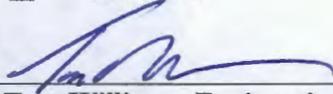


ITEM NO: 7F
DATE: 08/01/2016

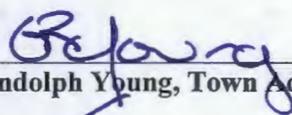
REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Parker Signal Monitoring System Replacement Professional Services Agreement

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



Tom Williams, Engineering Director



G. Randolph Young, Town Administrator

ISSUE:

Approval of a professional services agreement (PSA) with Aegis ITS for the Parker traffic signal monitoring system replacement.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for the proposed replacement system is part of the approved 2016 budget.

BACKGROUND:

In mid-2015, Town staff issued a request for proposals related to the replacement of the Town traffic signal monitoring system. This followed an extensive needs review in the spring of 2015 with an outside consultant. The original traffic signal monitoring system was acquired in 2002 and is no longer supported by the vendor. Technology for traffic signal monitoring systems have evolved since 2002 and features like text/email messaging for notifications are not available (the current system is still dependent on a pager for notifications) and replacement is needed. The Town received proposals from two (2) qualified consultants and following further coordination/evaluation, both systems underwent a testing/selection process in the fall of 2015. The outcome of that selection process was that Centracs system from Aegis ITS was the best traffic monitoring system replacement for the Town. The Town then began discussions with Aegis during the winter of 2015/2016 on some customizations on the software to better fit the needs of the Town. The final negotiated price for the traffic signal monitoring system replacement is \$187,502.

RECOMMENDATION:

Approve the professional services agreement contract.

- 1) Chris Hudson, CIP & Construction Manager
- 2) Dave Aden, Traffic Engineer

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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