

**TOWN OF PARKER COUNCIL AGENDA
NOVEMBER 21, 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**

- Southwest Energy Efficiency Project Recognition Award
- Civic Academy Graduation

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**

November 7, 2016

B. **ORDINANCE NO. 1.491 - First Reading (continued from 10/17/16 and 11/07/16)**

A Bill for an Ordinance to Approve the Memorandum of Understanding Among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team

Department: Police Department, Doreen Jokerst

Second Reading: November 21, 2016

C. **ORDINANCE NO. 9.71.5 - First Reading**

A Bill for an Ordinance to Approve the Fourth Amendment to the Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Fourth Amendment to the Comprehensive Development Plan Between the Town of Parker and Douglas County for Areas Within their Respective Jurisdictions

Department: Community Development, Ryan McGee

Second Reading: December 5, 2016

- D. *ORDINANCE NO. 9.70.5 - First Reading*
A Bill for an Ordinance to Approve the Fourth Amendment to the Mutually Binding and Enforceable Comprehensive Development Plan Between the Town of Parker and Douglas County for Areas Within the Town of Parker and Douglas County
Department: Community Development, Ryan McGee
Second Reading: December 5, 2016
- E. *ORDINANCE NO. 1.466.1 – First Reading*
A Bill for an Ordinance to Amend the Definitions Section and Sections 2.2, 2.3, 2.4, 3.3, 3.6, 3.8, 3.11, 3.15, 4.1, 4.4, 4.6, 4.11, 4.16, 5.8, 8.3, 8.4, 8.5, and 9.4 of the Town of Parker Personnel Manual
Department: Human Resources, Melisa Geringer
Second Reading: December 5, 2016
- F. *RESOLUTION NO. 16-067*
A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan
Department: Community Development, Mary Munekata
Community Development, Carolyn Washee-Freeland
- G. *RESOLUTION NO. 16-068*
A Resolution Accepting the Conveyance of an Overhead Easement Agreement from 20 Mile Central, LLLP, for Overhead Festoon Lighting Cables
Department: Economic Development, Weldy Feazell
- H. *RESOLUTION NO. 16-069*
A Resolution Accepting the Conveyance of an Overhead Easement Agreement from Abdalla I. Suleiman, for Overhead Festoon Lighting Cables
Department: Economic Development, Weldy Feazell
- I. *RESOLUTION NO. 16-070*
A Resolution Accepting the Conveyance of an Overhead Easement Agreement from Parma, LLC, for Overhead Festoon Lighting Cables
Department: Economic Development, Weldy Feazell
- J. *CONTRACTS ABOVE \$100,000*
- *Jordan Road Communications Upgrade Project (CIP 16-020)*
Amount: \$102,950
Contractor: Paonia, Inc.
Department: Engineering, Chris Hudson
 - *Grant Contract #2017-01-017 Interior and Exterior Rehabilitation of Parker Consolidated School Building*
Amount: \$200,000.00
Contractor: Department of Higher Education, History Colorado
Department: Cultural, Elaine Mariner

- *Mainstreet Overhead Decorative Lighting Project*
Amount: \$133,515.00
Contractor: YESCO LLC
Department: Engineering, Chris Hudson
Economic Development, Weldy Feazell

K. *ORDINANCE NO. 1.289.3 – First Reading*
A Bill for an Ordinance to Approve the Third Amendment to the Cooperation Agreement Between the Town of Parker, Colorado and the Parker Authority for Reinvestment for Administrative Services
Department: Economic Development, Weldy Feazell
Second Reading: December 5, 2016

L. *ORDINANCE NO. 1.480.1 – First Reading*
A Bill for an Ordinance to Approve the First Amendment to the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC
Department: Economic Development, Weldy Feazell
Second Reading: December 5, 2016

M. *ORDINANCE NO. 1.494 – First Reading*
A Bill for an Ordinance to Levy General Property Taxes for the Year 2016 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2017 Budget Year
Department: Finance, Don Warn
Second Reading: December 5, 2016

7. **TOWN ADMINISTRATOR**

- **Reports**

8. **ORDINANCE NO. 5.28.20 – Second Reading**
A Bill for an Ordinance Amending Chapter 5.02 of the Parker Municipal Code to Establish a New Liquor License Type; and Creating a New Section 5.02.810 and 5.02.820 to Allow Transfers of Retail Liquor Store and Liquor-Licensed Drugstore Licenses
Department: Town Attorney, Jim Maloney

9. **ORDINANCE NO. 9.260 – Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and Town of Parker Regarding the Extension of the Existing E-470 Trail
Department: Recreation, Dennis Trapp

10. **ORDINANCE NO. 1.492 – Second Reading**
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose Of Constructing and Improving Cottonwood Drive, 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
Town Attorney, Jim Maloney

11. **ORDINANCE NO. 3.01.107.2 – Second Reading**
A Bill for an Ordinance to Amend Section 13.04.290 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities
Department: Town Attorney, Jim Maloney

12. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

November 21, 2016

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Municipal Court Judge

"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)."

2. Ordinance No. 1.494, Series of 2016
2. Section 13.10.200 of the Parker Municipal Code
2. Colo. Rev. Stat. Section 31-25-107

**TOWN OF PARKER COUNCIL
MINUTES
NOVEMBER 7, 2016**

Mike Waid called the meeting to order at 6:00 P.M. Councilmembers Amy Holland and Renee Williams were 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 two (2) items, the first was a proposed request for proposals related to economic development on Mainstreet and the second was a proposed license agreement for the Parker Place Hotel Project; under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was a specific legal question concerning Ordinance No. 3.01.107.2 of the Parker Municipal Code and the second was a specific legal question concerning dissolution of a homeowners association and Town assumption of obligations.

EXECUTIVE SESSION

Joshua Rivero 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) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Josh Martin seconded to come out of the Executive Session at 6:47 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:04 P.M.

A few young men in the audience led the Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

- **Presentation of Check from the Rotary Club of Parker**

Steve Trevino, Lee Pennant and Kam Breitenbach presented the Town with a check for \$12,000.

Mr. Trevino also announced that on November 11 at O'Brien Park, adjacent to the gazebo, there will be a new flag pole honoring military veterans.

PARKER CHAMBER OF COMMERCE UPDATES – None

DOWNTOWN BUSINESS ALLIANCE UPDATES – None

PUBLIC COMMENTS – None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Josh Martin

As a Board Member of the Douglas County Crisis Center, he attended the annual fund raiser at Inverness. They raised \$140,000.

Joshua Rivero

- 1. Attended the 5 year anniversary of the PACE Center.
- 2. Attended the HOA Round Table.

Debbie Lewis

- 1. Attended the Parker Chamber of Commerce monthly board meeting and gave a few updates.
- 2. Douglas County Housing Partnership has received the Home Builder Coalition Eagle Award.
- 3. PACE Center 5th anniversary.
- 4. Parker Chamber Women’s Forum at Bonnie Bella.
- 5. Lone Tree Country Club Annual Caucus this Wednesday.

John Diak

- 1. DRCOG Study Session.
- 2. John, Randy Young, the Finance Department and two citizens of the Investment Advisory Committee discussed Town investment strategy.
- 3. PACE Center 5th anniversary.

Mike Waid

- 1. HOA Round Table.
- 2. Ribbon Cutting at Try and Escape (teambuilding exercises).
- 3. Was a judge at the Town of Parker Halloween staff decoration contest.
- 4. PACE Center 5th anniversary.
- 5. Trick or Treat on Mainstreet.
- 6. First reading of Beauty and the Beast rehearsal.
- 7. Lunch last week with one of the winners of the Cities’ Week Contest.
- 8. Met with Boy and Girl Scouts in Council Chambers (second Thursday of the month).
- 9. Mike met with Cherokee Trail Elementary preschoolers and the Primrose preschoolers.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES*
September 26, 2016
October 17, 2016

- B. *ORDINANCE NO. 5.28.20 - First Reading*
A Bill for an Ordinance Amending Chapter 5.02 of the Parker Municipal Code to Establish a New Liquor License Type; and Creating a New Section 5.02.810 and 5.02.820 to Allow Transfers of Retail Liquor Store and Liquor-Licensed Drugstore Licenses

Department: Town Attorney, Jim Maloney
Second Reading: November 7, 2016

- C. *ORDINANCE NO. 1.491 - First Reading (Cont'd. from 10/17/16 and to be cont'd. to 11/21/16)*
A Bill for an Ordinance to Approve the Memorandum of Understanding Among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team
Department: Police Department, Doreen Jokerst
Second Reading: November 21, 2016

- D. *ORDINANCE NO. 9.260 – First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and Town of Parker Regarding the Extension of the Existing E-470 Trail
Department: Recreation, Dennis Trapp
Second Reading: November 21, 2016

- E. *ORDINANCE NO. 1.492 – First Reading*
A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose Of Constructing and Improving Cottonwood Drive, a Town Roadway, Through the Utilization of the Town's Power of Eminent Domain, and Directing the Town's Staff and Town Attorney to Notify All Persons Affected Thereby of the Above- Stated Intent of the Town, and Thereafter to Comply with all Pertinent Provisions of C.R.S. § 38-1-101, et seq., Relating to Good Faith Negotiations
Department: Engineering, Chris Hudson
Second Reading: November 21, 2016

- F. *ORDINANCE NO. 3.01.107.2 - First Reading*
A Bill for an Ordinance to Amend Section 13.04.290 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities
Department: Town Attorney, Jim Maloney
Second Reading: November 21, 2016

- G. *RESOLUTION NO. 16-065*
A Resolution Accepting the Conveyance of a Drainage Easement from Dransfeldt Development, LLC, for Lot 5, Dransfeldt Place
Department: Engineering, Alex Mestdagh

- H. *RESOLUTION NO.16-066*
A Resolution to Allow for a Partial Waiver of One of the Conditions to the Town Council's Approval of the Site Plan for the Sixty-Foot Tower to be Constructed at the Public Works Facility Located on Motsenbocker Road to Provide Public Emergency Services for the Benefit of the Members of the Douglas County Emergency Telephone Service Authority Which Condition Requires the Installation of a Decorative Windmill on the Tower
Department: Town Attorney, Jim Maloney

- I. *CONTRACTS ABOVE \$100,000*
 - *Radio Flash Upgrades*
Amount: \$114,854.00
Contractor: Motorola
Department: Police, Ron Combs

Josh Martin moved and John Diak seconded to approve Consent Agenda Items 7A through 7I.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

There were none.

PUBLIC HEARINGS

A. PARKER KEYSTONE – Minor Development Plat

Applicant: Greg Armstrong, Armstrong Capital Development
Location: Generally located at the southeast corner of Lincoln Avenue and Parker Road
Department: Community Development, Patrick Mulready

7:23 P.M.

The applicant was seeking approval of a Minor Development Plat to subdivide the 1.8 acre Parker Keystone property into two unbuildable tracts.

This property is currently zoned Modified Commercial that permits a range of commercial retail, service and restaurant uses. The property exists as two platted residential lots and one unplatted parcel. This application represents the first proposal to plat the property under its new commercial zoning designation within the Town of Parker.

Applicant

Greg Armstrong, Armstrong Capital Development, was available for questions.

Public Comment – None

The Public Hearing was closed at 7:29 P.M.

Josh Martin moved to approve, based upon staff findings.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 1.493 – First Reading

A Bill for an Ordinance to Adopt the 2017 Budget and to Make Appropriations for the Same

Department: Finance, Don Warn
Second Reading: December 7, 2016

7:30 P.M.

Staff provided the Council with the first reading and public hearing of an ordinance regarding the adoption of the 2017 biennial budget.

On September 16, at the Council retreat, staff presented, for consideration, the major components of the budget including capital outlay, new positions, contributions to others and the compensation plan. Also discussed were revenue projections that went into the creation of the budget. Council was provided a draft of the proposed budget on October 3, 2016. The proposed budget includes the items that were presented on October 3, 2016 and also reflects the direction provided by Town Council.

The proposed budget is balanced across all funds and Don Warn highlighted major items included within the proposed budget.

Public Comment

Steve Trevino, 21554 Tomlin Drive, asked if the funding requests were from community organizations.

The Public Hearing was closed at 7:43 P.M.

Joshua Rivero moved to approve Ordinance No. 1.493 on first reading and schedule the second reading and Public Hearing for December 5, 2016.

John Diak seconded the motion.

The motion was approved unanimously.

ORDINANCE NO. 9.259 – Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Colorado Department of Transportation (CDOT) Concerning Funding for the Construction of the Parker Road Sidewalk Connection Project (East Side – Sulphur Gulch Trail to Plaza Drive)

Department: Engineering, Chris Hudson

Approval of this intergovernmental agreement with the Colorado Department of Transportation is to receive federal funding for construction of a sidewalk on the east side of Parker Road (State Highway 83) from the Sulphur Gulch Trail to the Plaza Drive intersection.

The Town will be responsible for any damage and/or replacement.

The proposed IGA is for direct construction funding only and is an 80/20 split with 80% of the construction funding being federally reimbursed up to a maximum of \$504,000. The Town will be required to fund the remaining 20% of the direct construction cost.

The federal funds cannot be used for non-direct construction expenses like design, easement acquisition, material testing or construction administration. The Town will be responsible for these costs.

Construction will be in the spring of 2018.

Public Comment – None

Josh Martin moved to approve Ordinance No. 9.259.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

Comprehensive Development Agreement Between the Parker Authority for Reinvestment, the Town of Parker, and Mainstreet Pier, LLC, Concerning the Parker Place Hotel

Department: Economic Development, Weldy Feazell

Second Reading: November 7, 2016

The Parker Authority for Reinvestment (PAR) Board previously had directed staff to identify a redevelopment partner for a redevelopment of 19801 E. Mainstreet. Staff identified a redevelopment partner through a Request for Qualifications (RFQ) process, Mainstreet Pier, LLC. The Comprehensive Development Agreement outlines all requirements and additional agreements that will need to be in place prior to sale of the property and the development of the site.

Public Comment

Terry Dodd, 11450 Marborough Drive, asked why Council was discussing this agreement without a parking study in hand.

The Public Hearing was closed at 7:53 P.M.

It was pointed out that the parking study is in process at this time and does not impact this project at this point.

Joshua Rivero moved to approve the Comprehensive Development Agreement.

Josh Martin seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:54 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

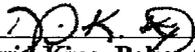


ITEM NO: 6B
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Ordinance No. 1.491 – A Bill for an Ordinance to Approve the Memorandum of Understanding among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (11/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (12/05/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |



David King, Police Chief



G. Randolph Young, Town Administrator

ISSUE:

The Town of Parker is seeking to enter into a Memorandum of Understanding (MOU) with the Arapahoe County Sheriff's Office, Cunningham Fire Protection District and South Metro Fire Rescue Authority for participation on the Arapahoe County Type IV All Hazards Incident Management Team (AHIMT).

PRIOR ACTION:

The Town was a signatory to the original MOU dated 2011.

FUNDING/BUDGET IMPACT:

There is no cost associated with this action other than possibly, occasional overtime or backfill expenses during deployments.

BACKGROUND:

The Arapahoe County Type IV AHIMT is a multi-agency team of leaders from the Fire and Public Safety community who are called upon to help manage or support major or complex incidents. Several Town personnel are members of this Incident Management Team and may be called to assist other jurisdictions. In addition, the Town may request the services of the IMT during major incidents.

RECOMMENDATION:

Staff recommends the approval of the attached Memorandum of Understanding.

PREPARED/REVIEWED BY:

Commander Doreen Jokerst, Parker Police Department.

ATTACHMENTS:

1. Ordinance No. 1.491
2. Memorandum of Understanding by and between the Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Authority and the Town of Parker.

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.491 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda."

ORDINANCE NO. 1.491, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF UNDERSTANDING AMONG ARAPAHOE COUNTY SHERIFF'S OFFICE, CUNNINGHAM FIRE PROTECTION DISTRICT, SOUTH METRO FIRE RESCUE FIRE PROTECTION DISTRICT, AND THE TOWN OF PARKER, CONCERNING THE ARAPAHOE COUNTY TYPE IV ALL HAZARDS INCIDENT MANAGEMENT TEAM

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 Among Arapahoe County Sheriff's Office, Cunningham Fire Protection District, South Metro Fire Rescue Fire Protection District, and the Town of Parker, Concerning the Arapahoe County Type IV All Hazards Incident Management Team, 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

Memorandum of Understanding**The Arapahoe County Type IV
All Hazards Incident Management Team**

The parties to this Memorandum of Understanding are:

**Arapahoe County Sheriff's Office
Cunningham Fire Protection District
South Metro Fire Rescue Authority
Town of Parker**

The purpose of this Memorandum of Understanding (MOU) is to delineate the roles and responsibilities of the Host Agency and the Participating Agencies in their support and operation of the Arapahoe County Type IV All Hazards Incident Management Team.

Mission and Purpose

The following description of the Mission and Purpose of the Arapahoe County Type IV All Hazards Incident Management Team (IMT) is provided for background purposes only. For further information, please consult the Arapahoe County IMT Operating Guidelines. In the event of any inconsistency between this MOU and the Arapahoe County IMT Operating Guidelines, the Arapahoe County IMT Operating Guidelines shall control.

The Arapahoe County Type IV AHIMT is a multi-agency team of leaders from the Fire and Public Safety community who are activated upon request to provide command and support functions needed to help manage major or complex incidents. Any or all of the IMT positions may be utilized depending upon the size and complexity of the incident.

The IMT will follow the principles, management systems, and unified approach to incident management as promulgated by the National Incident Management System (NIMS).

The IMT will stress a "Unified Command" approach to incident management, meaning agencies with different legal, geographic, and functional authorities will work together effectively without affecting individual agency authority, responsibility, or accountability. The IMT will normally operate in a support role and will not "take responsibility" for, nor sign a delegation of authority for an incident. Incident Command will remain with the original jurisdiction. The IMT may be utilized, in part or in whole, through the existing mutual aid agreements between the participating agencies. Requests for IMT resources outside of these agreements will be approved on a case by case basis by the Host Agency and the IMT Leaders.

1. Definitions:

Affiliate Member – Member from an organization that is not a Participating Agency, and is covered by his/her employer for salary, benefits, worker's compensation, and liability.

Host Agency - Arapahoe County Government, Arapahoe County Sheriff's Office

IMT - Arapahoe County Type IV All Hazards Incident Management Team

IMT Coordinator - Chair of the IMT Steering Committee and lead in IMT business.

IMT Operational Guidelines - Guidelines of the IMT as provided in Appendix A.

IMT Steering Committee - Group of individuals from Participating Agencies. IMT Steering Committee meets regularly to assist IMT Coordinator with team business and policy decisions as referenced in Appendix B, Steering Committee Charter and Bylaws.

IMT Members - Personnel who are on the IMT.

IMT Team Leader - Manages IMT resources under direction of Authority Having Jurisdiction.

MetCom - The primary dispatching agency for the IMT.

Participating Agency - A signatory to the IMT Memorandum of Understanding.

POC - Point of contact.

Volunteer - A private person who is unaffiliated and sponsored solely by Arapahoe County.

2. Responsibilities of the Host Agency:

2.1 Serve as the primary POC and lead administrator for all IMT related administrative activities.

2.2 Support and organize the IMT Steering Committee.

2.3 Maintain procedures for activating and dispatching the IMT through MetCom.

2.4 Collect data for dissemination to IMT Members.

2.5 If reimbursement becomes available, serve as the fiscal agent for the team according to the terms of the resource request (or delegation of authority)

2.6 Provide grant management if funding becomes available.

2.7 Purchase and maintain equipment and supplies required for the IMT to function up to the annual authorized amount as approved by Arapahoe County. .

3. Participation

3.1 Participating Agency agrees to support its IMT Members' involvement on the IMT. This includes allowing its IMT Members to attend the minimum trainings, meetings, exercises, and activation requirements as outlined in the IMT's operating guidelines. Other agencies have the ability to sign this MOU after the original participating agencies and gain a seat on the steering committee. A copy of the new signature pages will be provided to each signatory.

3.2 Selection of IMT Members will be in accordance with the operating guidelines developed by the IMT Steering Committee.

3.3 IMT Members must have the approval of their agency to join the IMT.

3.4 Each Participating Agency shall retain all authority for rendition of the services covered by this MOU, including standards of performance, control of personnel (including discipline), and other matters incidental to the performance of the services for the benefit of the IMT. Nothing in this MOU shall make any IMT Member the employee of the IMT for any purpose including, but not limited to, withholding of taxes, payment of benefits, worker's compensation, or any other rights or privileges.

3.5 Qualified volunteers shall complete the Arapahoe County Sheriff's Office volunteer application process and will be sponsored on the IMT by the Arapahoe County Sheriff's Office. The volunteers will be covered as would any other county volunteer by Worker's Compensation and liability coverage.

4. Compensation

4.1 An IMT Member's compensation will be paid by and is the sole responsibility of the IMT Member's Participating Agency

4.2 The Host Agency will not be liable for any salary or backfill costs incurred by non-Arapahoe County employees on IMT activities.

5. Liability and Workers Comp Coverage

5.1 IMT Members' participation in all IMT activities will be covered by the Participating Agency's Workers Compensation policy.

5.2 Volunteer Members will be covered under Arapahoe County's liability and Worker's Compensation policies as described in Arapahoe County policy

6. Reimbursement

6.1 In the event State and/or Federal funds are made available for reimbursement of deployed IMT Members, all agencies will submit their IMT reimbursement claims through the Host Agency. Host Agency will organize and submit this information as one claim to the appropriate agency.

6.2 Host Agency will distribute recovered funds as appropriate to eligible agencies.

7. Activations

7.1 Participating Agencies will normally allow its IMT Members to be available for activation as outlined in the IMT Operational Guidelines. IMT Members will be released from their normal duties as soon as practical to respond. IMT Members will notify the IMT Team Leader of prolonged periods of unavailability for activation.

7.2 IMT Members' participation in the first 12 hours of an activation will fall under existing Mutual Aid agreements. Activation beyond 12 hours will be handled on a case by case basis and will need approval from the Host Agency.

8. Demobilization

8.1 Demobilization of IMT Members shall follow the IMT Operational Guidelines

9. MOU Updates and Termination

9.1 The MOU may be updated to reflect additional adoptions, and other changes as deemed necessary by the Steering Committee by a simple majority vote of the Steering Committee. However, the Steering Committee may not change the host agency or compensation rules laid out above.

9.2 Any Participating Agency may terminate their participation in this MOU for any reason upon 30 days advanced written notice to the other Participating Agencies.

10. Operational Guidelines

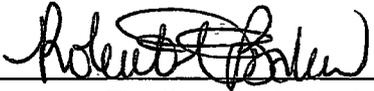
10.1 Adoption of and changes to the IMT Operational Guidelines shall be approved by a majority of the Participating Agencies through their designated members on the IMT Steering Committee.

SIGNATURE PAGE



Arapahoe County Board of County Commissioners
On behalf of the Arapahoe County Sheriff's Office (Host Agency)

Cunningham Fire Protection District



South Metro Fire Rescue Authority

Town of Parker



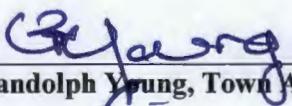
ITEM NO: 6C
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.71.5 – A Bill for an Ordinance to Approve the Fourth Amendment to the Intergovernmental Agreement between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Fourth Amendment to the Comprehensive Development Plan between the Town of Parker and Douglas County for Areas within Their Respective Jurisdictions

- PUBLIC HEARING ORDINANCE FOR 1ST READING (11/21/2016)
- CONTRACT ORDINANCE FOR 2ND READING (12/05/2016)
- MOTION RESOLUTION


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

This is the first reading to approve the Fourth Amendment to the Town of Parker and Douglas County Intergovernmental Agreement (IGA) and Comprehensive Development Plan (CDP). Two revisions are proposed.

Section(s) 4.1.2 Region B is being amended at the request of Grandview Estates Home Owners Association to clarify standards for (re)development and pedestrian, equestrian and vehicular connectivity.

This amendment also establishes a new Region I within the Community Separation Buffer in the IGA and CDP maps and establishes mining/quarry land use as a Use by Special Review within the *Attachment B: Permitted Uses and Special Uses Matrix*. The addition of Region I also establishes that the existing Acme Brick clay mine may continue to operate for a period not to exceed the sooner occurrence of 15-years from the date of Douglas County Use by Special Review approval or July 4, 2032.

PRIOR ACTION:

On August 2, 2016 Town of Parker and Douglas County Planning staff met with Douglas County Commissioner David Weaver and Town of Parker Council Member Renee Williams to hear the proposed amendments. This meeting (known as the "Review Board") fulfilled the requirements for amending the IGA and Comprehensive Development Plan. The Review Board reviewed the proposed amendments and agreed to recommend that the amendments be moved to the referral review process.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Town of Parker and Douglas County first entered into an IGA in 2003 to establish a mutually binding and enforceable comprehensive development plan. The purpose of the IGA is to establish guidelines and policies for annexation and development of land within the Town of Parker's UGA and Community Separation buffer. The IGA and Comprehensive Development Plan was amended in 2006 (First Amendment), 2008 (Second Amendment) and 2015 (Third Amendment).

The proposed amendment to Section(s) 4.1.2 Region B eliminate references to "urban level services" and "commercial redevelopment." The amendments also clarify that redevelopment be of scale and design that supports and complements the existing semi-rural character of the Grandview Estates subdivision and establishes a standard for density of less than one (1) dwelling unit per two (2) acres. The proposed modifications are consistent with land use policies established with the Douglas County Comprehensive Master Plan.

The addition of the new Region I to the Community Separation Buffer was requested by Acme Brick Company. Acme Brick Company is located outside of the Town immediately south of the future Hess Ranch Development (6237 Crowfoot Valley Road). Acme Brick has operated a clay mine facility at its 56 acre facility since receiving Douglas County Use by Special Review approval in 1996. The Use by Special Review approval was limited to a 20-year time frame which expired in 2016. For the last 20 years Acme Brick Company has operated with minimal negative impact(s).

The Acme Brick Company site is still largely surrounded by undeveloped land. When the IGA and CDP were originally adopted in 2004 the mining/quarry use was eliminated as a permitted use within the County's A-1 Zone District. In 2006, the adjacent property to the north of the clay mine site was rezoned by the Town of Parker to Mixed-use within the Anthology Planned Development (PD). In 2015 the site to the adjacent north of the clay mine site was rezoned again to mixed use Hess Ranch PD.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance 9.71.5 on first reading. Planning Commission will make a recommendation to Town Council on December 1, 2016.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Ordinance No. 9.71.5

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.71.5 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.71.5, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE FOURTH AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY FOR AREAS WITHIN THEIR RESPECTIVE JURISDICTIONS

WHEREAS, the Town Council of the Town of Parker desires to amend the Intergovernmental Agreement between the Town of Parker and the Board of County Commissioners of the County of Douglas regarding the Fourth Amendment to the Comprehensive Development Plan between the Town of Parker and Douglas County for areas within their respective jurisdictions; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Fourth Amendment to the Intergovernmental Agreement.

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 Fourth Amendment to the Intergovernmental Agreement ("Fourth Amendment") between the Town of Parker and the Board of County Commissioners of the County of Douglas, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Fourth Amendment 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 AND DOUGLAS COUNTY

INTERGOVERNMENTAL AGREEMENT

AND

COMPREHENSIVE DEVELOPMENT PLAN

*WORKING IN PARTNERSHIP
FOR THE FUTURE OF OUR CITIZENS*

Initial Effective Date: May 14, 2003
First Amendment Effective Date: May 17, 2006
Second Amendment Effective Date: June 16, 2008
Third Amendment Effective Date: August 25, 2015
Fourth Amendment Effective Date: _____

Draft Fourth Amendment revision dates:
October 23 July 15, 2016

**~~FOURTH~~ ~~THIRD~~ AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE COUNTY OF DOUGLAS
TO AMEND AND RESTATE THE MUTUALLY BINDING AND
ENFORCEABLE COMPREHENSIVE DEVELOPMENT PLAN**

THIS ~~FOURTH~~ ~~THIRD~~ AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 201~~6~~⁵, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the "County"), and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the "Town").

RECITALS

WHEREAS, the County and the Town entered into an intergovernmental agreement on October 31, 2003, to establish a mutually binding and enforceable comprehensive development plan (the "Intergovernmental Agreement");

WHEREAS, the County and the Town approved a Mutually Binding and Enforceable Comprehensive Development Plan for areas within the County and the Town, which went into effect on May 14, 2003 (the "Comprehensive Development Plan");

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the First Amendment to the Comprehensive Development Plan, which went into effect on May 17, 2006;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Second Amendment to the Comprehensive Development Plan, which went into effect on June 16, 2008;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Third Amendment to the Comprehensive Development Plan, which went into effect August 25, 2015;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Fourth Amendment to the Comprehensive Development Plan, which is described in the plan.

WHEREAS, the Town and the County desire to amend the Intergovernmental Agreement to establish that the jointly adopted ~~Fourth~~ ~~Third~~ Amendment to the Comprehensive Development Plan is a mutually binding and enforceable comprehensive development plan for areas within their jurisdictions, which are described in the plan, according to the terms and conditions of such agreement;

WHEREAS, the County, as a statutory county, is authorized to enter into this Third Amendment to the Intergovernmental Agreement, pursuant to C.R.S. § 29-20-105;

WHEREAS, the Town, as a home rule municipality, is authorized to enter into this Third Amendment to the Intergovernmental Agreement, pursuant to Colo. Const. Art. XX, Colo. Const. Art. XIV, Section 18, as well as C.R.S. § 29-1-203 and the Local Government Land Use Control Act, Sections 29-20-101 through 107, C.R.S., as amended; and

WHEREAS, the County and the Town desire to enter into this Third Amendment to the Intergovernmental Agreement and to make the Third Amendment to the Comprehensive Development Plan mutually binding and enforceable.

AGREEMENT

NOW, THEREFORE, the County and the Town agree to enter into this ~~Fourth~~Third Amendment to the Intergovernmental Agreement ("Third Amendment") to provide as follows:

1. Paragraph 1 of the Intergovernmental Agreement is hereby amended to provide as follows:

1. ~~FOURTH~~Third Amendment to the Comprehensive Development Plan, as Restated. The County and Town jointly adopt the ~~Fourth~~Third Amendment to the Comprehensive Development Plan, as restated, which is attached hereto as Replacement Exhibit 2 and incorporated by this reference (the "~~Fourth~~Third Amendment to the Comprehensive Development Plan"). The County and the Town acknowledge that the ~~Fourth~~Third Amendment to the Comprehensive Development Plan is mutually binding and enforceable for areas within their jurisdictions, as described in the plan, to the fullest extent allowed by C.R.S. § 29-20-105(1) and (2).

2. The County and the Town acknowledge and agree that the Intergovernmental Agreement has not been amended, except as provided in the First Amendment, effective May 17, 2006, the Second Amendment, effective June 16, 2008, ~~the and this~~Third Amendment, effective August 25, 2015, AND THIS FOURTH AMENDMENT.

IN WITNESS WHEREOF, this ~~Fourth~~Third Amendment to the Intergovernmental Agreement is executed by the Town of Parker and the Board of County Commissioners of Douglas County, as of the date first above written.

TOWN OF PARKER, COLORADO

BY:

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO

BY:

David A. Weaver~~Jill A. Repella~~, Chair
Board of County Commissioners

ATTEST:

Meghan McCann~~Codie Brenner~~, Deputy Clerk to the Board

APPROVED AS TO FORM:

Lance Ingalls, County Attorney

REPLACEMENT EXHIBIT 2
FOURTH~~THIRD~~ AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN

**FOURTH THIRD-AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN**

THIS FOURTH THIRD— AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN (hereinafter referred to as the “Comprehensive Development Plan” or “Plan”) is made and entered into this ____ day of _____, 2016~~5~~, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the “County”) and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the “Town”).

RECITALS

WHEREAS, the County and the Town entered into a mutually binding comprehensive development plan that went into effect on May 14, 2003, as a means to plan for and regulate land use within a joint planning area, as identified in such plan; and

WHEREAS, the County and Town entered into the first amendment to the comprehensive development plan that went into effect on May 17, 2006; and

WHEREAS, the County and Town entered into the second amendment to the comprehensive development plan that went into effect on June 16, 2008; and

WHEREAS, the County and Town entered into the third amendment to the comprehensive development plan that went into effect on August 25, 2015; and

WHEREAS, the County and Town desire to amend and restate the Comprehensive Development Plan to the extent provided herein.

PLAN

NOW, THEREFORE, the County and the Town jointly approve and adopt this **FourthThird** Amendment to the Comprehensive Development Plan, which is restated to provide as follows:

1.0 Planning Area Definitions

- 1.1 **Town Urban Growth Area**. Represents the boundary of the Town’s potential future annexation area to the year 2022. The level to which this area may or may not be developed shall depend on a number of factors, including, but not limited to, natural features, utility services, and compliance with applicable Town regulations and master plans. This boundary represents the Town’s potential annexation perimeter and will include areas dedicated for open space as well as urban level development. The Town Urban Growth Area is depicted on the attached map (Attachment A).

- 1.2 Community Separation Buffer. Represents a buffer around the Town's Urban Growth Area that provides a transitional "edge" between the Town and other incorporated and unincorporated communities. While this area is not needed to accommodate the Town's growth to the year 2022, land use and development changes within this area will have a direct impact on the Town. The Community Separation Buffer is depicted on the attached map (Attachment A).
- 1.3 Permitted Uses. The Comprehensive Development Plan shall supersede the County Zoning Resolution for the real property contained within the Community Separation Buffer Area and the Town Urban Growth Area to the extent provided in the Plan. The only uses permitted by right within the Community Separation Buffer Area and the Town Urban Growth Area are those permitted uses described in Attachment B (the "Permitted Uses and Special Uses Matrix") and depicted in Attachment C ("Zoning Map"). The Permitted Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except as provided in paragraph 7.0 of the Plan. The Permitted Uses shall not be changed, modified or expanded within the Town Urban Growth Area, except as provided in paragraph 7.0 of the Plan.
- 1.4 Special Uses. The only Special Uses allowed within the Community Separation Buffer Area and the Town Urban Growth Area are those special uses described in Attachment B ("Permitted Uses and Special Uses Matrix") that are determined to meet, after notice and hearing, the requirements contained in Attachment D. The Special Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except as provided in paragraph 7.0 of the Plan. The Special Uses shall not be changed, modified or expanded within the Town Urban Growth Area, except as provided in paragraph 7.0 of the Plan.

2.0 Annexation within and expansion of the Town's Urban Growth Area

- 2.1 Commitment by Town to Actively Pursue Annexation of Enclaves and Roads. The Town will commit to actively pursue annexation of all enclaves. Enclaves are those unincorporated areas of land entirely contained within the outer boundaries of the Town. The businesses and land owners that are located on unincorporated enclaves identify with the Town of Parker, are a part of the community fabric of the Town, and contribute to the Town's revenue. Annexation of these enclaves will benefit the land and business owners, the Town, as well as the County by consolidating the service area of the Town and County, bringing these properties under Town services.
- 2.2 Waiver of Annexation Impact Reports. As all unincorporated areas located within the Town's Urban Growth Area are encouraged to annex into the Town, the County shall waive annexation impact reports for all unincorporated areas within the Town's Urban Growth Area.

- 2.3 Standards for Review of Annexation Petitions. The Town, when reviewing proposed annexations within the Town's Urban Growth Area, shall apply the following Standards for Review.
- 2.3.1 The property under consideration for annexation is within the Town's Urban Growth Area.
 - 2.3.2 The annexation complies with the Town's Land Development Code and applicable design standards.
 - 2.3.3 The annexation request is consistent with the Town's adopted plans, including, but not limited to, the Master Plan and Open Space, Trails and Greenways Master Plan, as amended.
 - 2.3.4 The site plan provides for the preservation of significant stands of vegetation; unique or distinctive topographic features, including buttes and rock outcroppings; drainage, riparian and wetland areas; significant wildlife habitats, including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; identified aquifer recharge areas and important historical or archaeological sites.
 - 2.3.5 The site plan incorporates elements that provide for logical connections to local trails in order to link neighborhoods and connections to regional trails and nearby destinations.
 - 2.3.6 The land can be used safely for the intended purpose without danger to the public health, safety or welfare or peril from fire, flood, geologic hazards or other natural hazards.
 - 2.3.7 The petition for annexation is in conformance with a fully-executed pre-annexation agreement with the Town, if applicable.
 - 2.3.8 The area sought to be annexed meets the requirements of the Municipal Annexation Act of 1965, as amended.
 - 2.3.9 The petition for annexation satisfies the requirements of Article II, Section 30 of the Colorado Constitution.
 - 2.3.10 That, upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
 - 2.3.11 Petitioners understand that the Town does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker, Cottonwood, Stonegate, or Compark Water and Sanitation Districts.

2.3.12 The petitioners agree that no vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101, *et seq.*, C.R.S., have been acquired by petitioners from any government entity. Petitioners waive any vested land use rights attached to any or all of the property to be annexed.

2.3.13 The petitioners acknowledge that, upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The petitioners further acknowledge that the property, the owners thereof, and the uses thereon are also bound by any voter authorization under Article X, §20 of the Colorado Constitution adopted prior to annexation of the property. The petitioners waive any claims they may have under Article X, §20 of the Colorado Constitution related to such taxes and fees.

3.0 Land Use Applications Submitted to the County for Unincorporated Lands within the Town Urban Growth Area

3.1 Applications for Urban Level Development Other Than Region 4. Applications submitted to the County for rezoning to business, commercial, industrial, or residential development at a density greater than 1 dwelling unit/2.5 acres will be directed to the Town for annexation.

3.1.1 If there is contiguity, the Town shall process a petition for annexation. The Town Council shall apply the Standards for Review, as outlined above in paragraph 2.3 of the Plan, when considering a petition for annexation. Final decision authority for said petitions shall be with the Town Council following a public hearing, in the manner provided by the Plan.

3.1.2 If contiguity cannot be established, or if the Town adopts an ordinance establishing growth limitations, a pre-annexation agreement shall be executed between the property owner and the Town prior to the County processing the application.

3.1.2.1 If a pre-annexation agreement is executed, the County shall process the application.

3.1.2.1.1 The Town Planning staff shall be available for a pre-application conference(s) with the County and applicant.

3.1.2.1.2 The County shall forward the application to the Town for review and comment. The Town shall provide a referral response with comments based upon the Town's Land Development Code and applicable design standards.

3.1.2.1.3 The County shall actively consider the Town's comments in its review of the application.

3.1.2.1.3.1 If conformance with both the County and Town's regulations cannot be achieved, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with both the County and Town's regulations to the extent feasible.

3.1.2.1.3.2 If additional interpretation is needed, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with the Town's comments to the extent feasible.

3.1.2.1.3.3 Final decision authority for said applications shall be with the Board of County Commissioners following a public hearing, in the manner provided by the Plan and the County's Zoning Resolution. Where the Plan and the County's Zoning Resolution conflict, the provisions of the Plan shall prevail.

3.1.2.2 If a pre-annexation agreement is not executed, the property owner may:

3.1.2.2.1 Request that the County process an application for development in compliance with the Plan for Permitted Uses and Special Uses; or

3.1.2.2.2 Request an amendment to the Plan in compliance with the provisions outlined in paragraph 7.0 of the Plan.

3.2 Applications for Development in Region 4. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process all applications submitted to the County for urban-level development or for Permitted Uses and Special Uses as outlined in the Plan.

3.2.1 The County shall submit a notice to the Town through the standard referral process. The Town shall provide a referral response with comments based upon the Town's Land Development Code and applicable design standards.

3.2.2 The County shall encourage the property owner to annex into the Town and the Town agrees to annex the property if there is contiguity.

3.2.3 If contiguity cannot be established, a pre-annexation agreement shall be executed between the property owner and the Town.

3.3 Applications for Development in Compliance with the Comprehensive Development Plan. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process applications submitted to the County for development in compliance with the Plan, for Permitted Uses and Special Uses. Prior to processing the application, the County shall encourage the property owner to annex into the Town.

3.3.1 The County shall submit a notice to the Town through the standard referral process. The Town's referral comments will be based on the provisions of this Plan.

4.0 Land Use Applications Submitted to the County within the Community Separation Buffer

4.1 Regions. The County agrees to process all land use applications within the Community Separation Buffer in compliance with the Permitted Uses, Special Uses and as described below, provided that the Permitted Uses and Special Uses may be modified and supplemented in Region E through the approval by the County of a Planned Development, as described below in items 4.1.5 and 4.2.

4.1.1 Region A: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature and may continue to build out in the established land pattern. Semi-rural development may be considered when available water supply and provision of schools, recreation, employment, and shopping are provided.

4.1.14.1.2 Region B: Residential development in this region may continue to build out in the established land pattern. ~~Redevelopment of this region may be supported when appropriate urban level services are provided. Redevelopment in this region should be of a scale and design that supports and complements the semi-rural nature of this nonurban area.~~ Redevelopment shall be defined at a density ~~greater~~ of no more than one (1) dwelling unit per two acres in accordance with adopted regulations. ~~and/or commercial in nature.~~ Redevelopment may be considered when all of the following principles/requirements are met:

4.1.2.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.

4.1.2.2 Development shall be clustered to preserve the floodplain and natural features of Happy Canyon Creek, to the extent possible~~Guleh.~~

4.1.2.3 Lincoln Avenue provides a sense of transition into the Town and acts as a “gateway” into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.

~~4.1.2.4 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible. Site development will provide for pedestrian, bicycle, and equestrian connectivity to adjacent communities and shall encourage vehicular connections to Lincoln Avenue, to the extent possible.~~

~~4.1.2.5~~

4.1.2.5 Sufficient open space, parks and trails shall be provided to meet the needs of the development.

4.1.2.6

4.1.24.1.3 Region C: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature (1 dwelling unit/35 acres). If a rural site plan is submitted in accordance with the County Zoning Resolution, the density may be increased not exceeding 1 dwelling unit/17.5 acres as an incentive to preserve open space and protect wildlife habitat. Semi-rural development in this region is not supported.

4.1.34.1.4 Region D: This region permits uses associated with open space, passive and nonmotorized recreation, agricultural and Parker Water and Sanitation uses. Such passive uses may include, but are not limited to, hiking, biking, equestrian activities, outdoor conservation activities and fishing. The County shall have the final determination for allowed activities.

4.1.44.1.5 Region E: This region permits urban level, Planned Development-zoned development as identified and defined in the Douglas County Comprehensive Master Plan and defined in the Douglas County Zoning Resolution. Through the County's approval of a rezoning to Planned Development, the Permitted Uses and Special Uses may be modified and supplemented with additional uses that are consistent with urban level development. Development in this region shall comply with all of the following principles/requirements:

- 4.1.5.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.
- 4.1.5.2 Development should consider clustering to preserve areas of natural open space between developments and to promote separation of developments.
- 4.1.5.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.
- 4.1.5.4 Lincoln Avenue provides a sense of transition into the Town and acts as a "gateway" into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.
- 4.1.5.5 Site development along the proposed extension of Chambers Road will be adequately setback to establish a greenbelt/trail system, effectively acting as a community separation buffer between the development and this vehicular thoroughfare.
- 4.1.5.6 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible.

4.1.5.7 Site design will preserve sufficient open space to meet the needs of the development and provide community separation and should consider: environmental areas; riparian features; 100-year floodplain; significant natural land forms; significant natural vegetation areas; important wildlife habitat areas; geologic hazard areas; severe soil erosion area; and cultural, historic and archaeological areas.

4.1.6 Region F: Development in this area is limited to residential uses, parks, and open space.

4.1.7 Region G: This region is limited to open space uses only.

4.1.8 Region H: Development in this area is limited to residential uses, parks, schools, and open space. Residential uses shall not exceed 2.2 units per acre.

It is the County's intent to design and construct the portion of Bayou Gulch Road/Chambers Road, (Bayou Gulch Road), which lies north of Pradera Parkway and south of the property (Arlington Property). The vertical and horizontal alignments for Bayou Gulch Road for the southern 1,200-feet within the property (Arlington Property) needs to be well coordinated with the County, in order to assure compatibility for the portion of the road as it crosses over Scott Gulch; and so that the road can be constructed cost effectively and within the existing right-of-way (ROW), that was dedicated to the County by the developers that lie south of the property (Arlington Property). The County has plans to reconstruct existing Scott Road from the east boundary of the Hungry Horse open space to intersect with proposed Bayou Gulch Road, which will be located approximately 100 to 200 feet south of the property (Arlington Property); and any accesses further to the north on Bayou Gulch Road needs to take into consideration the spacing between this full movement intersection and any accesses to the north. Additionally, the alignment of Bayou Gulch Road across the property (Arlington Property) needs to be designed so that no additional ROW or easements will be needed from the existing large rural residential property that is located directly to the west, which is not proposed to be rezoned. The County is not going to hold the current landowner responsible for any of the stated improvements.

The property owner shall grade four (4) and build two (2) major arterial roadway lanes for that portion of Bayou Gulch Road/Chambers Road for the length of said property. Additionally, the property owner shall be responsible for any auxiliary lanes as required by the Town.

4.1.9 Region I: Development in this area may include a clay mine operation as reviewed¹ and approved through the County's Use by Special Review

process. The clay-mine operation shall be valid for a period not to exceed the sooner occurrence of a period of fifteen years from the date of its approval by Douglas County or July 4, 2032.

4.2 Review Process.

- 4.2.1 The County shall submit a notice to the Town through the standard referral process for land use applications in Regions A, B (when redevelopment is not proposed), C and D.
- 4.2.2 The County and the Town shall jointly review any redevelopment application submitted for Region B. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.
- 4.2.3 Subject to paragraph 4.2.5 below, the County and the Town shall jointly review all urban level Planned Development rezoning applications submitted for Region E. Such review shall consist of jointly held meeting(s) at the staff level in order to develop comments on an application.
- 4.2.4 The Town's referral comments will focus on compliance with the provisions of this Plan, as outlined in paragraph 4.1 of the Plan.
- 4.2.5 The County will hold public hearings to the extent provided in the County's Zoning and Subdivision Resolutions, and make its final decision in accordance with the Plan and said resolutions.

5.0 **Land Use Applications Submitted to the Town within the Town Urban Growth Area.**

- 5.1 Region 1: Site development shall comply with the following principles/requirements or with the Plan for Permitted Uses and Special Uses:
 - 5.1.1 Provide for a regional open space corridor that is continuous and sufficient in size to effectively act as a buffer between the Town's Urban Growth Area and the Community Separation Buffer Area. The corridor shall feature naturally undisturbed, passive open space to provide regional access and trail connections as well as a wildlife corridor through this area.
 - 5.1.2 Preserve significant natural features, critical stands of vegetation, riparian corridors/primary gulches, natural hazard areas, steep slopes, critical wildlife habitat, and sites of historic, cultural, or archaeological significance.

- 5.1.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.
- 5.1.4 Protect the rural roadside character of Crowfoot Valley Road by establishing an open space buffer zone along this corridor.
- 5.1.5 Include a pedestrian circulation system designed to assure that pedestrians can walk safely and easily on the site, and between properties and activity areas/open space/activity centers/special features. Pedestrian circulation systems shall also be linked with regional connections to open space and trails.
- 5.1.6 Provide sufficient passive open space corridors that are contiguous and integrated into local and regional greenway/trail systems.
- 5.1.7 Development shall be clustered to preserve and protect significant open space in its natural state.
- 5.1.8 Provide appropriately sized and located activity centers that offer a wide range of goods and services to the immediate market area, neighborhood and community.
- 5.1.9 Vehicular circulation systems shall be designed with consideration to the topographic conditions of the land and provide for logical connections to public rights-of-way.
- 5.1.10 Provide active recreational areas, including, but not limited to, open space, parks and trails in suitable locations that meet the needs of the development and offer convenient access by residents.
- 5.1.11 Proposed golf courses shall, at a minimum, be designed to include provisions to promote water conservation and wildlife habitat, as provided by the Center for Resource Management's published "Environmental Principles for Golf Courses in the United States" and National Audubon Society's model for "green" golf course standards.
- 5.1.12 Development on the south side of Crowfoot Valley Road shall use open space to create community separation between the Town and adjacent development. Open space will be used to expand and enhance existing adjacent open space within the Community Separation Buffer Area.
- 5.2 Region 2: Requests for mining or water storage shall comply with the following principles/requirements:
 - 5.2.1 The maximum life of the mining/extraction uses shall not exceed ten (10) years.

- 5.2.2 Truck hauling materials shall be subject to the access requirements of the Town and shall be in compliance with the Town's truck hauling routes map, as amended.
- 5.2.3 Hours of operation for mining, extraction and hauling shall not exceed Monday through Friday between the hours of 8 a.m. and 5 p.m.
- 5.2.4 A dust mitigation plan shall be required. An on-site water source shall be available and used as required for implementing the dust mitigation plan.
- 5.2.5 A noise plan shall be prepared to demonstrate the ability to comply with maximum noise levels as required by C.R.S. § 25-12-103. Such noise plan shall identify noise mitigation measures such as, but not limited to, the use of berming, locating noisy machinery and vehicles below grade in the excavation pit, and the establishment of operational guidelines.
- 5.2.6 A visual analysis shall be required to determine the visibility of the mining operation, including, but not limited to, the total disturbed area, stock piles, equipment, and any structures from Crowfoot Valley Road, Highway 83, and adjacent residential development. Visual mitigation measures for the duration of the mining operation shall be required, including, but not limited to: berming; landscape screening; limitations on the height, location, and quantity of stock piles; sub-grade placement of maintenance, mechanical, and other equipment; as examples.
- 5.2.7 The property owner shall render to the Town cash or an irrevocable letter of credit in an amount sufficient to restore the subject property to its original condition to the extent that property owner fails to comply with the Town standards or the principles/requirements described herein.
- 5.2.8 The property owner shall demonstrate to the Town's satisfaction that the property owner has adequate adjudicated water rights to keep the reservoir full.
- 5.2.9 The property owner shall demonstrate to the Town's satisfaction that the property owner has adjudicated water rights to store water in the reservoir at the site proposed for the reservoir.
- 5.2.10 The property owner shall demonstrate to the Town's satisfaction that the property owner has adjudicated the means and methods to convey the water rights from the point of diversion to the site proposed for the reservoir.
- 5.2.11 Non-motorized recreational boating shall be permitted on the reservoir and the reservoir shall be open to the public and managed by the Town of Parker/Douglas County parks departments.

5.2.12 As part of the annexation agreement with the Town, trail connections shall be incorporated.

5.3 Region 3: Site development shall comply with the following principles/requirements:

5.3.1 Preserve significant natural features, critical stands of vegetation, riparian corridors/primary gulches (including Newlin Gulch), natural hazard areas, steep slopes, critical wildlife habitat, and sites of historic, cultural, or archaeological significance.

5.3.2 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.

5.3.3 Development shall be clustered to preserve and protect significant open space in its natural state.

5.3.4 Provide sufficient passive open space corridors that are contiguous and integrated into local and regional greenway/trail systems.

5.3.5 Include a pedestrian circulation system designed to assure that pedestrians can walk safely and easily on the site, and between properties and activity areas/open space/activity centers/special features. Pedestrian circulation systems shall also be linked with regional connections to open space and trails.

5.3.6 Vehicular circulation systems shall be designed with consideration to the topographic conditions of the land and provide for logical connections to public rights-of-way.

5.3.7 Provide active recreational areas, including, but not limited to, open space, parks and trails in suitable locations that meet the needs of the development and offer convenient access by residents.

5.3.8 A minimum 50-foot open space buffer shall be designated along the northern portion of the property for the purpose of preserving land and a buffer for the proposed East-West Regional Trail.

5.3.9 Connect the Newlin Gulch trail through Region 3 to the Reuter-Hess Reservoir trail system, as identified in the Town's Open Space, Trails and Greenways Master Plan.

5.3.10 Open space shall be used to create a sufficient separation from and transition to the land owned by the Parker Water and Sanitation District as part of the Reuter-Hess Reservoir.

5.3.11 The property owner shall be responsible for all costs and right-of-way dedication associated with all necessary improvements for the extension of

Chambers Road as four lanes, including a four lane bridge, through Region 3.

- 5.3.12 Access to Chambers Road from Region 3 shall be limited to one (1) access on the north side of Newlin Gulch and one (1) access on the south side of Newlin Gulch. Said southern access shall also serve the Double Angel ball fields and the Reuter-Hess Reservoir.
- 5.3.13 Site development along the proposed extension of Chambers Road will be adequately setback to establish a greenbelt/trail system, effectively acting as a community separation buffer between the development and this vehicular thoroughfare.
- 5.3.14 The property owner shall be responsible for supporting the Double Angle ball fields and future indoor training facility as presented in the letter provided by Jehn Engineering on behalf of Glasgow 3 Investments, LLC, at the November 16, 2005, Review Board meeting.
- 5.3.15 The property owner shall be responsible for dedicating the necessary right-of-way and associated improvements for the new regional east-west roadway connection to Castle Pines Parkway through Region 3.

5.4 Region 4: Lands within Region 4 can only be annexed by the Town if the property owner requests annexation and if contiguity can be established.

5.4.1 Development of lands annexed into the Town within Region 4 shall:

5.4.1.1 Be subject to the planned development guide and preliminary plat approved by the County prior to annexation and subsequently adopted by the Town.

5.4.1.2 Be reviewed by the architectural control committee established by the property owner for commercial development prior to the submission of a formal application to the Town.

5.4.1.2.1 The recommendations of the committee shall be included as part of the submittal to the Town.

5.4.1.2.2 Said committee shall include one (1) representative from the Pinery Planned Development.

5.4.1.3 Only open space, recreational uses and other uses allowed in the planned development guide shall be permitted within the Cherry Creek corridor and 100-year floodplain.

5.4.2 The Town agrees not to pursue annexation of the lands owned by the Pinery Home Owners Association within the Planned Development within

Region 4 while such lands remain under ownership of the Pinery as it's current use.

5.4.3 The Town agrees not to pursue annexation of any lands owned by the Denver Southeast Suburban Water and Sanitation District located within Region 4 while such lands remain under ownership of the District, during the term of this IGA.

5.4.3.1 District facilities, including the wastewater treatment plant, pump stations, wells and sewer and water lines, located within Region 4 shall continue to be permitted as uses by right and shall not be restricted by the Town, during the term of this IGA.

5.4.3.2 Any District facilities shall comply with the regulations of the applicable jurisdiction.

5.5 Development Adjacent to the Community Separation Buffer Area. When the Town evaluates applications for development adjacent to the Community Separation Buffer, consideration will be given to contributing and expanding the buffer area along the fringe of the Town Urban Growth Area.

5.6 Review Process.

5.6.1 The Town shall submit a notice to the County through the standard referral process for all land use applications, except for applications submitted for Region 1.

5.6.2 Land use applications submitted for Region 1 shall be jointly reviewed by the Town and County. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.

5.6.3 The County's referral comments will be based on the provisions of this Plan.

5.6.4 The Town will hold public hearings to the extent provided in the Town's zoning and subdivision regulations, and shall make its final decision in accordance with the Plan and said regulations.

6.0 Land Use Applications beyond the Town Urban Growth Area and Community Separation Buffer

6.1 The Town agrees not to pursue annexation of the residential portions of the Pinery Planned Development.

6.2 The Town agrees not to pursue annexation of the Colorado Horse Park.

7.0 Amendments to the Comprehensive Development Plan

- 7.1 The Town or the County may propose amendments to the Plan in writing.
- 7.2 A property owner may request an amendment to the Plan when:
 - 7.2.1 A petition for annexation of unincorporated land within the Urban Growth Area is denied by the Town; or
 - 7.2.2 A pre-annexation agreement for unincorporated land within the Urban Growth Area cannot be reached with the Town.
- 7.3 Process for Amending the Plan
 - 7.3.1 The party requesting the proposed amendment to the Plan shall submit the proposal in writing to the Director of Community Development of both jurisdictions.
 - 7.3.2 The Directors from both jurisdictions shall jointly make the request that the Review Board convene to hear the proposed amendment.
 - 7.3.2.1 A Review Board consisting of one (1) representative from both the Town and the County shall be appointed by the respective Council and Board.
 - 7.3.2.2 The Review Board shall meet with staff and review the proposed amendment. If necessary, the Review Board may direct staff to research the proposed amendment, and report back with necessary information.
 - 7.3.2.3 The Review Board shall direct staff to forward the proposed amendment to both the Town Council and the Board of County Commissioners, with a recommendation for approval, denial, or no recommendation from the Review Board.
 - 7.3.3 The proposed amendment and the recommendation of the Review Board shall be submitted to both the Town Council and Board of County Commissioners for final decision.
 - 7.3.4 The Town and County will each finalize the request through their respective adoptive processes with their Council/Board taking into consideration the recommendation of the Review Board.
 - 7.3.5 An amendment to the Plan requires approval by the Town Council and Board of County Commissioners. If the Town Council and/or the Board of County Commissioners do not approve the proposed amendment, then the Plan shall not be amended.

8.0 Effective Date and Term

8.1 This Plan shall be effective after: (1) it has been executed by the County and the Town; and (2) the County has adopted conforming amendments to the Douglas County Zoning Resolution. This Plan shall remain in full force and effect for the five-year period commencing on the Initial Effective Date of the Plan, as described in this paragraph. Thereafter, this Plan shall automatically remain in full force and effect for successive five-year terms through the year 2022, unless sooner terminated. This Plan may be terminated on May 14, 2008, or thereafter at the end of a five-year term by a party giving written notice to the other party at least 180 days prior to the expiration of the five-year term. This Plan may also be terminated at any time by mutual agreement of the parties. The term of this Intergovernmental Agreement shall run concurrently with the term of this Plan.

8.1.1 Initial Effective Date of the Plan. The effective date of the Plan is May 14, 2003; the date the Board of County Commissioners adopted conforming amendments to the Douglas County Zoning Resolution.

8.1.2 First Amended Effective Date of the Plan. The amendments to the Plan are effective May 17, 2006.

8.1.3 Second Amended Effective Date of the Plan. The amendments to the Plan are effective June 16, 2008.

8.1.4 Third Amended Effective Date of the Plan. The amendments to the Plan are effective August 25, 2015.

8.1.4.1.5 Fourth Amended Effective Date of the Plan. The amendments to the Plan are effective

9.0 Incorporation

9.1 All attachments to this Plan are incorporated herein.

IN WITNESS WHEREOF, this mutually binding Comprehensive Development Plan is approved and adopted by the Town of Parker and the Board of County Commissioners of Douglas County as of the date first above written.

TOWN OF PARKER, COLORADO

BY: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, COLORADO

BY:

David A. Weaver~~Jill A. Repella~~, Chair
Board of County Commissioners

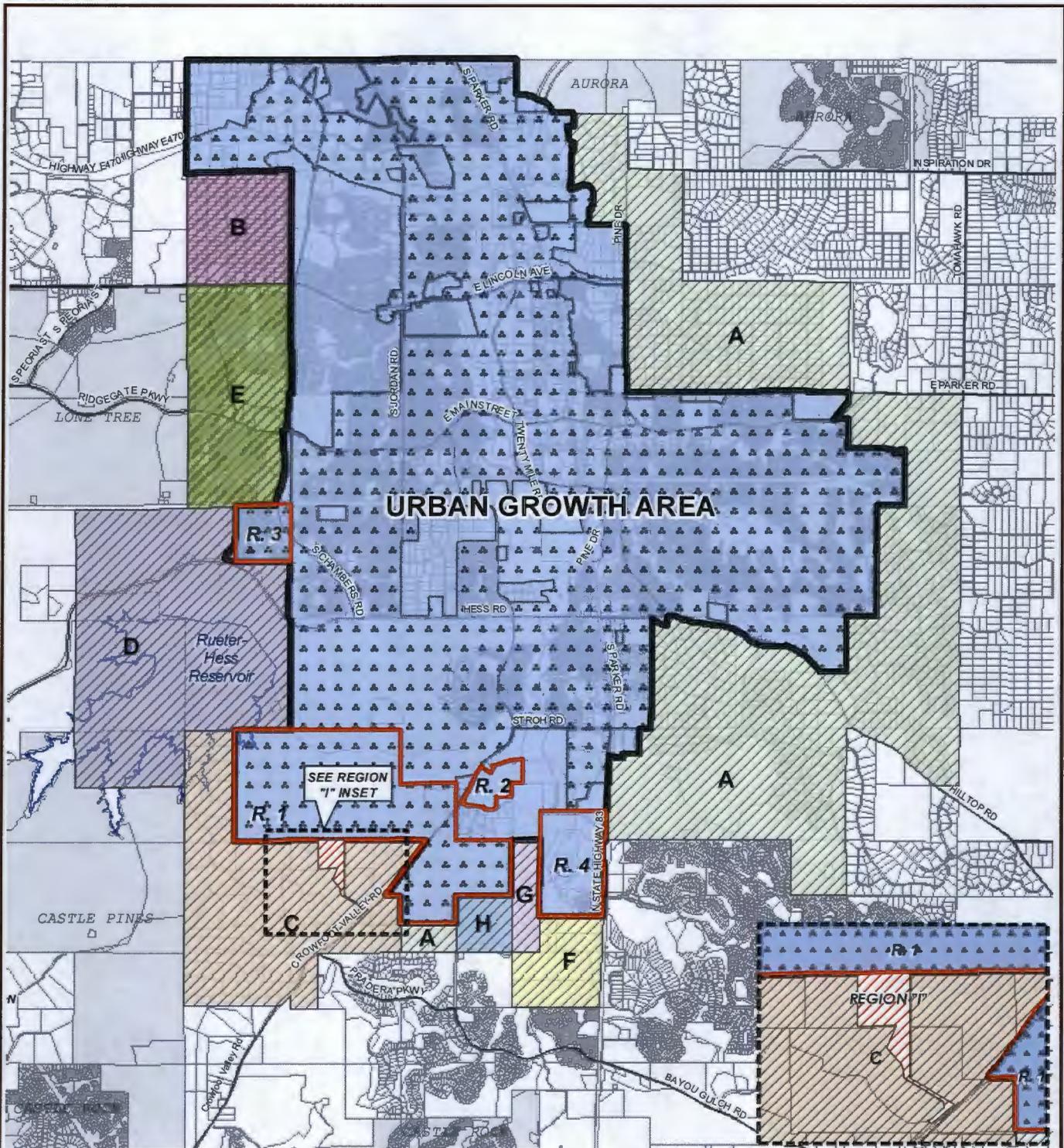
ATTEST:

Meghan McCann~~Codie Brenner~~, Deputy Clerk to the Board

APPROVED AS TO FORM:

Lance Ingalls, County Attorney

**ATTACHMENT A
PLANNING AREA**



- INCORPORATED PARKER
- URBAN GROWTH AREA
- REGIONS
- COMMUNITY SEPARATION BUFFER
- Region A
- Region B
- Region C
- Region D
- Region E
- Region F
- Region G
- Region H
- Region I
- OTHER INCORPORATED MUNICIPALITIES
- PARCEL
- RUETER-HESS RESERVOIR
- MAJOR RD

DRAFT
TOWN OF PARKER
and
DOUGLAS COUNTY
COMPREHENSIVE DEVELOPMENT PLAN
FOURTH AMENDMENT

0 0.625 1.25
 Miles
 79,200
 1 inch equals 1.25 miles

June 2016
 Douglas County
 Community Development
 Department

DISCLAIMER: All data and information ("Products") contained herein are for informational purposes only. Although such Products are believed to be accurate at the time of printing, Douglas County does not warrant that such Products are error free. Douglas County provides these Products on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Douglas County shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such Products, or the inability to use such Products or out of any breach of any warranty. The user acknowledges and agrees that the use of such Products is at the sole risk of the user.

General questions about this or any other Douglas County Community Development products, including errors, omissions, corrections and/or updates should be directed to the Douglas County Community Development Department or Planning Division at (303) 690-7400.

Community Development / Planning
 Travis S. Miller, Sr., 100 Third St.
 Castle Rock, Colorado 80109

ATTACHMENT B
PERMITTED USES AND SPECIAL USES MATRIX

Zone District Abbreviations

Agricultural
Large Rural Residential
Rural Residential
Estate Residential
Suburban Residential
Business
Commercial
Light Industrial
General Industrial

A-1
LRR
RR
ER
SR
B
C
LI
GI

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Agricultural/Recreational Activities	P	P							
Animals									
Horse/Cow/Mule/Llama	P	P	A	A					
Pig/Goat/Sheep/Miniature Horse	P	P	A	A					
Buffalo/Ostrich/Emu/Bees	P	P							
Chicken/Turkey/Duck	P	P	A	A					
Dog/Cat/Pot-bellied Pig	P	P	A	A	A				
Wolf/Bear/Snake/Mtn. Lion	USR	USR							
Kernel									
Automobile Service/Repair								P	P
Automobile Service Station with gas pumps						P	P	P	P
Bank/Financial Institution						P	P	P	P
Bar/Lounge						P	P	P	P
Batch Plant - asphalt/concrete									P
Bed and Breakfast	USR	USR	USR	USR					
Building Materials - retail/wholesale								P	P
Campground	USR	USR							
Cemetery	USR	USR							
Chemical Storage/Transfer/Disposal (incl. hazardous)									USR
Church - max. seating capacity 350	P	P	P	P	P	P	P	P	P
Church - seating capacity greater than 350	USR								
Club/County Club								P	P
College								P	P
Construction Office - temporary	P	P	P	P	P	P	P	P	P
Conventions/Conference Center								P	P
Cultural Facility	USR	USR						P	P
Day-Care Center	USR	P	P						
Day-Care Facility for employees' children								P	P
Day-Care Home - small	A	A	A	A	A	A	A		
Day-Care Home - large	USR								
Dude Ranch	USR	USR							

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA-USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Entertainment Event	USR								
Equipment Rental								P	P
Equipment Rental - small							P	P	P
Extended-Care Facility						P	P		
Farming/Ranching	P	P							
Feed Lot/confinement center									
Fire Station - no training	P	P	P	P	P	P	P	P	P
Fire Station - w/training facilities						P	P	P	P
Firing Range - indoor	USRA					P	P	P	P
Firing Range - outdoor	USR								
Golf Course								P	P
Greenhouse - 1 acre max.	P	P					P	P	P
Greenhouse - greater than 1 acre	USR						P	P	P
Group Home	P	P	P	P	P				
Group Home for Registered Sex Offenders									
Group Residential Facility	USR	USR				USR	USR	USR	
Guest House	A	A	A						USR
Hazardous Materials Storage/Transfer								USR	USR
Heliport									
Home Occupation									
Class 1	A	A	A	A	A				
Class 2	A	A	A	A					
Exceeding Class 2 thresholds	USR								
Horse Boarding	*	*	*	*	*				
Horse Rental Stable	USR	USR							
Hospital									
Hotel									
Hunting/Fishing Club	USR								
In-Home Elder Care	A	A	A	A	A				
Jail/Correctional Facility									
Junk Yard									
Kennel - dog/cat									

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Landfill – public/private									USR
Landing Field:– private	USRA								USRA
Library	P	P	P	P	P	P	P	P	P
Manufacturing Operations									P
Mini Warehouse							P	P	P
Mining/Quarry									USR
Mining/Quarry – Region I	USR								
Motel						P	P		
Motor Vehicle/Equipment Service/Repair							P	P	P
Nursing Home						P	P		
Office –						P	P	P	P
General/Medical/Professional/Government									
Office – Temporary						P	P	P	P
Oil/Gas Drilling									
Open Space/Trails	P	P	P	P	P	P	P	P	P
Park/Playground	P	P	P	P	P	P	P	P	P
Parking Lot – public/private						P	P	P	P
Product Distribution/Storage (no hazardous materials)								P	P
Propane Distribution/Storage									USR
Quarry									
Ranching	P	P							
Recreation Facility									
Community							P		
Neighborhood			P	P	P				
Indoor						P	P	P	P
Outdoor							P	P	P
Recreational Vehicle Storage Lot								P	P
Recycle/Trash Transfer Facility									P
Research and Development Facility								P	P
Residence									
Caretaker	P	USR							

P = Principal Use A = Accessory Use, USR – Use by Special Review, blank space = Not Permitted USRA Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Agricultural/Recreational Activities	P	P							
Animals									
Horse/Cow/Mule/Llama	P	P	A	A					
Pig/Goat/Sheep/Miniature Horse	P	P	A	A					
Buffalo/Ostrich/Emu/Bees	P	P							
Chicken/Turkey/Duck	P	P	A	A					
Dog/Cat/Pot-bellied Pig	P	P	A	A	A				
Wolf/Bear/Snake/Mtn. Lion	USR	USR							
Kernel									
Automobile Service/Repair								P	P
Automobile Service Station with gas pumps						P	P	P	P
Bank/Financial Institution						P	P	P	P
Bar/Lounge						P	P	P	P
Batch Plant - asphalt/concrete									P
Bed and Breakfast	USR	USR	USR	USR					
Building Materials - retail/wholesale								P	P
Campground	USR	USR							
Cemetery	USR	USR							
Chemical Storage/Transfer/Disposal (incl. hazardous)									USR
Church - max. seating capacity 350	P	P	P	P	P	P	P	P	P
Church - seating capacity greater than 350	USR								
Club/County Club								P	P
College								P	P
Construction Office - temporary	P	P	P	P	P	P	P	P	P
Conventions/Conference Center								P	P
Cultural Facility	USR	USR						P	P
Day-Care Center	USR	P	P						
Day-Care Facility for employees' children								P	P
Day-Care Home - small	A	A	A	A	A	A	A		
Day-Care Home - large	USR								
Dude Ranch	USR	USR							

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA-USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Entertainment Event	USR								
Equipment Rental								P	P
Equipment Rental - small							P	P	P
Extended-Care Facility						P	P		
Farming/Ranching	P	P							
Feed Lot/confinement center									
Fire Station - no training	P	P	P	P	P	P	P	P	P
Fire Station - w/training facilities						P	P	P	P
Firing Range - indoor	USRA					P	P	P	P
Firing Range - outdoor	USR								
Golf Course								P	P
Greenhouse - 1 acre max.	P	P					P	P	P
Greenhouse - greater than 1 acre	USR						P	P	P
Group Home	P	P	P	P	P				
Group Home for Registered Sex Offenders									
Group Residential Facility	USR	USR				USR	USR	USR	
Guest House	A	A	A						USR
Hazardous Materials Storage/Transfer								USR	USR
Heliport									
Home Occupation									
Class 1	A	A	A	A	A				
Class 2	A	A	A	A					
Exceeding Class 2 thresholds	USR								
Horse Boarding	*	*	*	*	*				
Horse Rental Stable	USR	USR							
Hospital									
Hotel									
Hunting/Fishing Club	USR								
In-Home Elder Care	A	A	A	A	A				
Jail/Correctional Facility									
Junk Yard									
Kennel - dog/cat									

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Landfill – public/private									USR
Landing Field:– private	USRA								USRA
Library	P	P	P	P	P	P	P	P	P
Manufacturing Operations									P
Mini Warehouse							P	P	P
Mining/Quarry									USR
Mining/Quarry – Region I	USR								
Motel						P	P		
Motor Vehicle/Equipment Service/Repair							P	P	P
Nursing Home						P	P		
Office –						P	P	P	P
General/Medical/Professional/Government									
Office – Temporary						P	P	P	P
Oil/Gas Drilling									
Open Space/Trails	P	P	P	P	P	P	P	P	P
Park/Playground	P	P	P	P	P	P	P	P	P
Parking Lot – public/private						P	P	P	P
Product Distribution/Storage (no hazardous materials)								P	P
Propane Distribution/Storage									USR
Quarry									
Ranching	P	P							
Recreation Facility									
Community							P		
Neighborhood			P	P	P				
Indoor						P	P	P	P
Outdoor							P	P	P
Recreational Vehicle Storage Lot								P	P
Recycle/Trash Transfer Facility									P
Research and Development Facility								P	P
Residence									
Caretaker	P	USR							

P = Principal Use A = Accessory Use, USR – Use by Special Review, blank space = Not Permitted USRA Accessory Use

LAND USE/ZONING DISTRICT										
	A-1	LRR	RR	ER	SR	B	C	LI	GI	
Caretaker - mobile home	USR	USR								
Employee/Management Housing						A	A	A	USR	
Mobile Home - permanent	USR	USR								
Multifamily						USR	USR	USR		
Single-Family	P	P	P	P	P					
Single-Family attached									USR	
Temporary	P		P	P	P					
Restaurant/Fast Food (including drive-up facility)						P	P	P	P	P
Retail/Service Business - indoor						P	P	P		
Retail/Service Business - outdoor										
Retirement Home						P	P			
Retreat - Religious	USR									
Sales Office - temporary			P	P	P					
Satellite Dish	A	A	A	A	A	A	A	A	A	A
Satellite Earth Station	USR							P	P	
Satellite Earth Station (exceeding max. height/height standards)	USR							USR	USR	
Sawmill-portable	USRA	USRA								
School - private/public (K-12)	P	P	P	P	P	P	P	P	P	P
Seasonal Use						P	P	P	P	P
Septic Waste and Sludge - Land Application	USR									USR
Sewage Treatment										
Sexually Oriented Business										
Sheriff Station (no training/detention)	P	P	P	P	P	P	P	P	P	P
Sheriff Station						P	P	P	P	P
Storage Area - commercial										
Telecommunication Facility										
Telecommunication Facilities (exceeding max height/health standards)										
Temporary Uses	P	P	P	P	P				USR	USR
Theater - indoor										
Theater - outdoor						P	P	P		

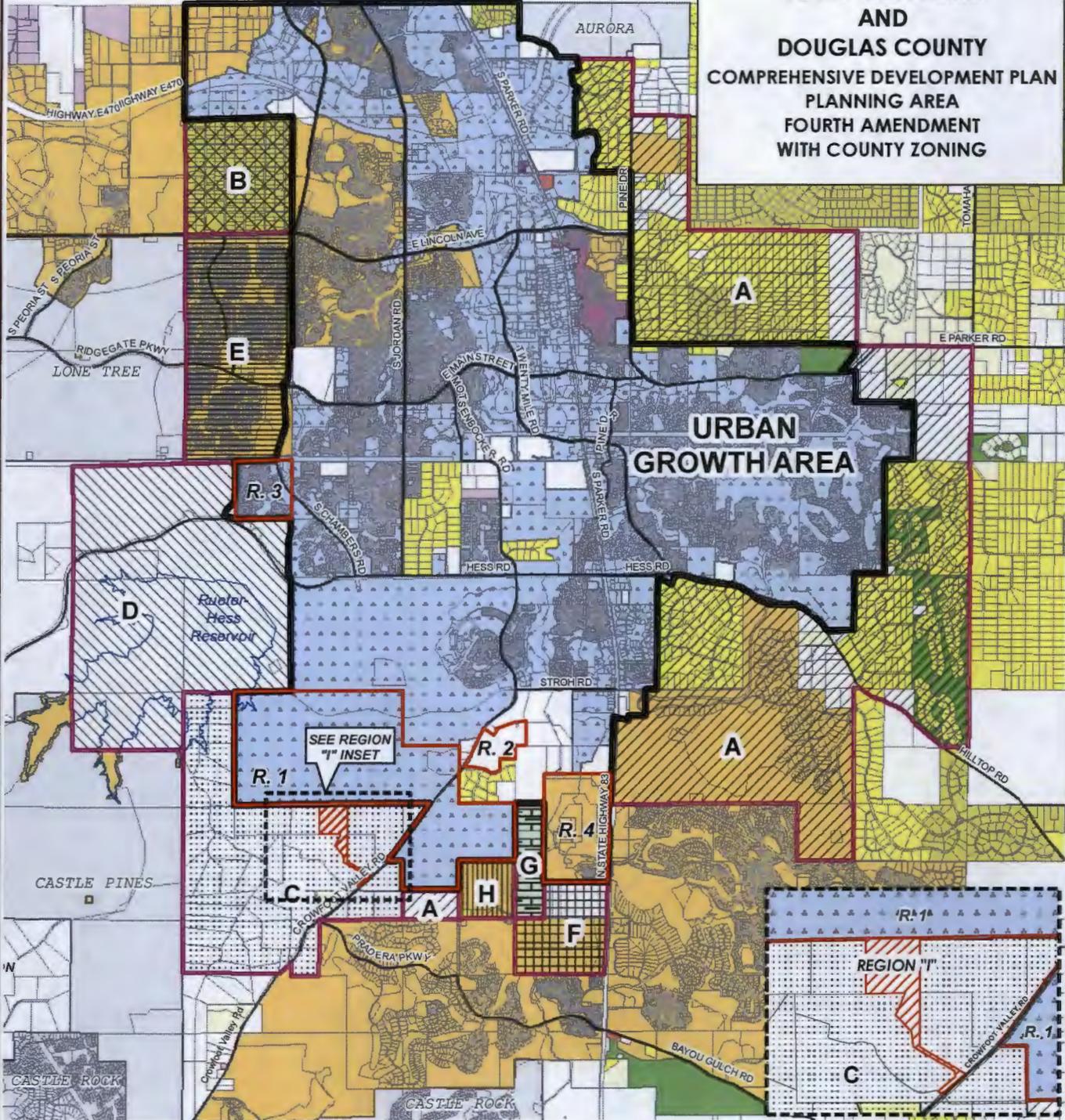
P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LJ	GI
Training of Horses/Riders (max. of 14/week)	P	P	A	A					
Tree Farming	P	P							
University						P	P	P	P
Utility - major facility	USR	P							
Utility Service Facility	P	P	P	P	P	P	P	P	P
Veterinary Clinic/Hospital	USR	USR				P	P	P	P
Warehouse								P	P
Water Treatment/Storage									
Wholesale Business - sales/service								P	P
Wind Energy Conversion System	USR	USR	USR						
Youth-Oriented Agricultural Activities	P	P	P	P					
Zoo							USR		

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**ATTACHMENT C
ZONING MAP**

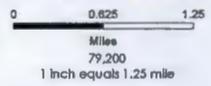
TOWN OF PARKER AND DOUGLAS COUNTY COMPREHENSIVE DEVELOPMENT PLAN PLANNING AREA FOURTH AMENDMENT WITH COUNTY ZONING



- REGION A
- REGION C
- REGION E
- REGION G
- REGION I
- REGION B
- REGION D
- REGION F
- REGION H
- REGIONS R. 1-4

- ### ZONING
- A1, AGRICULTURAL ONE
 - SR, SUBURBAN RESIDENTIAL
 - LL, LIGHT INDUSTRIAL
 - LRR, LARGE RURAL RESIDENTIAL
 - LSB, LIMITED SERVICE BUSINESS
 - PD, PLANNED DEVELOPMENT
 - RR, RURAL RESIDENTIAL
 - B, BUSINESS
 - OS, ZONED OPEN SPACE CONSERVATION
 - ER, ESTATE RESIDENTIAL
 - C, COMMERCIAL
 - COMMUNITY SEPARATION BUFFER
 - TOWN OF PARKER BOUNDARY
 - RUETER-HESS RESERVOIR
 - URBAN GROWTH AREA
 - PARCEL
 - MAJOR RD
 - OTHER INCORPORATED MUNICIPALITIES

DRAFT



June 2016
Douglas County Community Development Department

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Community Development / Planning
Philip S. Miller 844, 100 Third St.
Castle Rock, Colorado 80104

ATTACHMENT D
APPROVAL STANDARDS FOR SPECIAL USES

APPROVAL STANDARDS FOR SPECIAL USES

A Special Use shall be approved only if the Board of County Commissioners finds that the proposed special use:

- ❖ Complies with the minimum zoning requirements of the zoning district in which the special use is to be located, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
- ❖ Complies with the requirements of Section 21, Use By Special Review, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
- ❖ Complies with the Douglas County Subdivision Resolution, in effect as of the date of this Plan;
- ❖ Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
- ❖ Will be consistent with the Douglas County Comprehensive Master Plan;
- ❖ Will not result in an over-intensive use of land;
- ❖ Will provide roadway capacity necessary to maintain the adopted roadway level-of-service for the proposed development concurrently with the impacts of such development.
- ❖ Will provide public facilities and services necessary to accommodate the proposed development concurrently with the impacts of such development.
- ❖ Will not require a level of community facilities and services greater than that which is available;
- ❖ Will not cause significant air, water, or noise pollution;
- ❖ Will be adequately landscaped, buffered, and screened;
- ❖ Complies with the following standards regarding water supply as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
 - If it is demonstrated that the use by special review will not generate any ongoing water demand, no proof of water supply shall be required and no other provisions of Section 18A - Water Supply Overlay District shall be applicable.
 - If it is demonstrated that the use by special review, when located on a conforming parcel within the A-1 or LRR zone district, will generate a water demand not to exceed three (3) acre-feet per year, and that the demand can be supplied by a groundwater well which has or is capable of receiving a permit from the Colorado Division of Water Resources for such use, this standard shall be met and no other

provisions of Section 18A – Water Supply Overlay District shall be applicable. Water demands shall be estimated in accordance with the Minimum Water Demand Standards defined in Section 18A.

- For all other use by special review applications, the applicant shall demonstrate conformance with Section 18A - Water Supply Overlay District, herein.
- ❖ Will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Douglas County.

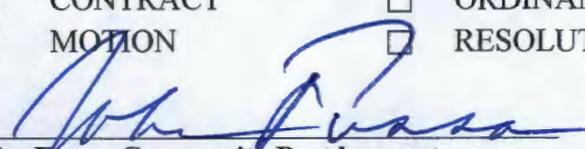


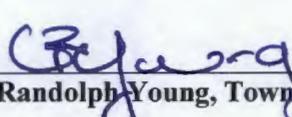
ITEM NO: 6D
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.70.5 – A Bill for an Ordinance to Approve the Fourth Amendment to the Mutually Binding and Enforceable Comprehensive Development Plan Between the Town of Parker and Douglas County for Areas within the Town of Parker and Douglas County

- PUBLIC HEARING ORDINANCE FOR 1ST READING (11/21/2016)
- CONTRACT ORDINANCE FOR 2ND READING (12/05/2016)
- MOTION RESOLUTION


John Fussa, Community Development Director


G. Randolph Young, Town Administrator

ISSUE:

This is the first reading to approve the Fourth Amendment to the Town of Parker and Douglas County Intergovernmental Agreement (IGA) and Comprehensive Development Plan (CDP). Two revisions are proposed.

Section(s) 4.1.2 Region B is being amended at the request of Grandview Estates Home Owners Association to clarify standards for (re)development and pedestrian, equestrian and vehicular connectivity.

This amendment also establishes a new Region I within the Community Separation Buffer in the IGA and CDP maps and establishes mining/quarry land use as a Use by Special Review within the *Attachment B: Permitted Uses and Special Uses Matrix*. The addition of Region I also establishes that the existing Acme Brick clay mine may continue to operate for a period not to exceed the sooner occurrence of 15-years from the date of Douglas County Use by Special Review approval or July 4, 2032.

PRIOR ACTION:

On August 2, 2016 Town of Parker and Douglas County Planning staff met with Douglas County Commissioner David Weaver and Town of Parker Council Member Renee Williams to hear the proposed amendments. This meeting (known as the “Review Board”) fulfilled the requirements for amending the IGA and Comprehensive Development Plan. The Review Board reviewed the proposed amendments and agreed to recommend that the amendments be moved to the referral review process.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Town of Parker and Douglas County first entered into an IGA in 2003 to establish a mutually binding and enforceable comprehensive development plan. The purpose of the IGA is to establish guidelines and policies for annexation and development of land within the Town of Parker's UGA and Community Separation buffer. The IGA and Comprehensive Development Plan was amended in 2006 (First Amendment), 2008 (Second Amendment) and 2015 (Third Amendment).

The proposed amendment to Section(s) 4.1.2 Region B eliminate references to "urban level services" and "commercial redevelopment." The amendments also clarify that redevelopment be of scale and design that supports and complements the existing semi-rural character of the Grandview Estates subdivision and establishes a standard for density of less than one (1) dwelling unit per two (2) acres. The proposed modifications are consistent with land use policies established with the Douglas County Comprehensive Master Plan.

The addition of the new Region I to the Community Separation Buffer was requested by Acme Brick Company. Acme Brick Company is located outside of the Town immediately south of the future Hess Ranch Development (6237 Crowfoot Valley Road). Acme Brick has operated a clay mine facility at its 56 acre facility since receiving Douglas County Use by Special Review approval in 1996. The Use by Special Review approval was limited to a 20-year time frame which expired in 2016. For the last 20 years Acme Brick Company has operated with minimal negative impact(s).

The Acme Brick Company site is still largely surrounded by undeveloped land. When the IGA and CDP were originally adopted in 2004 the mining/quarry use was eliminated as a permitted use within the County's A-1 Zone District. In 2006, the adjacent property to the north of the clay mine site was rezoned by the Town of Parker to Mixed-use within the Anthology Planned Development (PD). In 2015 the site to the adjacent north of the clay mine site was rezoned again to mixed use Hess Ranch PD.

RECOMMENDATION:

Staff recommends Town Council approve Ordinance 9.70.5 on first reading. Planning Commission will make a recommendation to Town Council on December 1, 2016.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Ordinance No. 9.70.5

RECOMMENDED MOTION:

"I move to approve Ordinance No. 9.70.5 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda."

ORDINANCE NO. 9.70.5, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FOURTH AMENDMENT TO THE MUTUALLY BINDING AND ENFORCEABLE COMPREHENSIVE DEVELOPMENT PLAN BETWEEN THE TOWN OF PARKER AND DOUGLAS COUNTY FOR AREAS WITHIN THE TOWN OF PARKER AND DOUGLAS COUNTY

WHEREAS, C.R.S. § 29-20-105(1) authorizes local governments, such as the Town of Parker (the "Town") and the County of Douglas (the "County"), to cooperate for the purpose of planning and regulating the development of land, including, but not limited to, the exercise of planning, zoning, subdivision, building and related regulation;

WHEREAS, C.R.S. § 29-20-105(2)(a) authorizes local governments such as the Town and County to provide, through intergovernmental agreements, for the joint adoption, after notice and hearing, of mutually binding and enforceable comprehensive development plans for areas within their jurisdictions;

WHEREAS, C.R.S. § 29-20-105(2)(b) provides that a comprehensive development plan may contain master plans, zoning plans, subdivision regulations and building code, permit and other land use standards, which, if set out in specific detail, may be in lieu of such regulations or ordinances of the local governments;

WHEREAS, the Town and the County approved a Mutually Binding and Enforceable Comprehensive Development Plan for areas between the Town of Parker and Douglas County for areas within the Town of Parker and Douglas County, which went into effect on May 14, 2003 (the "Comprehensive Development Plan");

WHEREAS, the Town and County amended the Comprehensive Development Plan, which went into effect on May 17, 2006;

WHEREAS, the Town and County amended the Comprehensive Development Plan, which went into effect on June 16, 2008;

WHEREAS, the Town and County amended the Comprehensive Development Plan, which went into effect on August 23, 2015;

WHEREAS, the Town and County desire to amend the Comprehensive Development Plan;

WHEREAS, notices of the Planning Commission and Town Council public hearings concerning the proposed amendment to the Comprehensive Development Plan were published in the *Douglas County News-Press* on November 10, 2016, and November 17, 2016;

WHEREAS, the Planning Commission, after notice, held a public hearing on December 1, 2016, concerning the proposed amendment to the Comprehensive Development Plan;

WHEREAS, the Town Planning Commission, after notice and public hearing, recommended approval of the proposed amendment to the Comprehensive Development Plan, which is attached as **Exhibit 1** and incorporated by this reference (the "Fourth Amendment to the Comprehensive Development Plan"), for those areas within the Town and the County, which are described in the Fourth Amendment to the Comprehensive Development Plan; and

WHEREAS, the Town Council, after notice, held a public hearing on December 5, 2016, concerning the Fourth Amendment to the Comprehensive Development Plan.

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

Section 1. The Town Council of the Town of Parker hereby adopts the Fourth Amendment to the Comprehensive Development Plan, which shall be mutually binding and enforceable, for those areas described in such Plan, between the Town of Parker and the Board of County Commissioners of the County of Douglas, which is attached as Exhibit A. The location and boundaries of the Fourth Amendment to the Comprehensive Development Plan are described in the planning area map, which is attached to the Plan (the "Planning Area Map") and the zoning map, which is attached to the Plan (the "Zoning Map"). The Zoning Map shall be included and made a part of the Official Zoning Map for the Town of Parker.

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 AND DOUGLAS COUNTY

INTERGOVERNMENTAL AGREEMENT

AND

COMPREHENSIVE DEVELOPMENT PLAN

*WORKING IN PARTNERSHIP
FOR THE FUTURE OF OUR CITIZENS*

Initial Effective Date: May 14, 2003
First Amendment Effective Date: May 17, 2006
Second Amendment Effective Date: June 16, 2008
Third Amendment Effective Date: August 25, 2015
Fourth Amendment Effective Date:

Draft Fourth Amendment revision dates:
October 23~~July 15~~, 2016

**~~FOURTH~~ ~~THIRD~~ AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE COUNTY OF DOUGLAS
TO AMEND AND RESTATE THE MUTUALLY BINDING AND
ENFORCEABLE COMPREHENSIVE DEVELOPMENT PLAN**

THIS ~~FOURTH~~ ~~THIRD~~—AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2016~~5~~, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the "County"), and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the "Town").

RECITALS

WHEREAS, the County and the Town entered into an intergovernmental agreement on October 31, 2003, to establish a mutually binding and enforceable comprehensive development plan (the "Intergovernmental Agreement");

WHEREAS, the County and the Town approved a Mutually Binding and Enforceable Comprehensive Development Plan for areas within the County and the Town, which went into effect on May 14, 2003 (the "Comprehensive Development Plan");

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the First Amendment to the Comprehensive Development Plan, which went into effect on May 17, 2006;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Second Amendment to the Comprehensive Development Plan, which went into effect on June 16, 2008;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Third Amendment to the Comprehensive Development Plan, which went into effect August 25, 2015;

WHEREAS, the County and the Town, after notice and hearing, jointly adopted the Fourth Amendment to the Comprehensive Development Plan, which is described in the plan.

WHEREAS, the Town and the County desire to amend the Intergovernmental Agreement to establish that the jointly adopted ~~Fourth~~ ~~Third~~-Amendment to the Comprehensive Development Plan is a mutually binding and enforceable comprehensive development plan for areas within their jurisdictions, which are described in the plan, according to the terms and conditions of such agreement;

WHEREAS, the County, as a statutory county, is authorized to enter into this Third Amendment to the Intergovernmental Agreement, pursuant to C.R.S. § 29-20-105;

WHEREAS, the Town, as a home rule municipality, is authorized to enter into this Third Amendment to the Intergovernmental Agreement, pursuant to Colo. Const. Art. XX, Colo. Const. Art. XIV, Section 18, as well as C.R.S. § 29-1-203 and the Local Government Land Use Control Act, Sections 29-20-101 through 107, C.R.S., as amended; and

WHEREAS, the County and the Town desire to enter into this Third Amendment to the Intergovernmental Agreement and to make the Third Amendment to the Comprehensive Development Plan mutually binding and enforceable.

AGREEMENT

NOW, THEREFORE, the County and the Town agree to enter into this ~~Fourth~~Third Amendment to the Intergovernmental Agreement ("Third Amendment") to provide as follows:

1. Paragraph 1 of the Intergovernmental Agreement is hereby amended to provide as follows:

1. ~~FOURTH~~Third Amendment to the Comprehensive Development Plan, as Restated. The County and Town jointly adopt the ~~Fourth~~Third Amendment to the Comprehensive Development Plan, as restated, which is attached hereto as Replacement Exhibit 2 and incorporated by this reference (the "~~Fourth~~Third Amendment to the Comprehensive Development Plan"). The County and the Town acknowledge that the ~~Fourth~~Third Amendment to the Comprehensive Development Plan is mutually binding and enforceable for areas within their jurisdictions, as described in the plan, to the fullest extent allowed by C.R.S. § 29-20-105(1) and (2).

2. The County and the Town acknowledge and agree that the Intergovernmental Agreement has not been amended, except as provided in the First Amendment, effective May 17, 2006, the Second Amendment, effective June 16, 2008, ~~the and this~~Third Amendment, effective August 25, 2015, AND THIS FOURTH AMENDMENT.

IN WITNESS WHEREOF, this ~~Fourth~~Third Amendment to the Intergovernmental Agreement is executed by the Town of Parker and the Board of County Commissioners of Douglas County, as of the date first above written.

TOWN OF PARKER, COLORADO

BY: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO

BY:

David A. Weaver~~Jill A. Repella~~, Chair
Board of County Commissioners

ATTEST:

Meghan McCann~~Codie Brenner~~, Deputy Clerk to the Board

APPROVED AS TO FORM:

Lance Ingalls, County Attorney

REPLACEMENT EXHIBIT 2
FOURTH~~THIRD~~ AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN

**FOURTH THIRD-AMENDMENT TO THE
COMPREHENSIVE DEVELOPMENT PLAN**

THIS **FOURTH THIRD**— AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT PLAN (hereinafter referred to as the “Comprehensive Development Plan” or “Plan”) is made and entered into this _____ day of _____, 20165, by and between the Board of County Commissioners of the County of Douglas, a body politic organized under and existing by virtue of the laws of the State of Colorado (the “County”) and the Town of Parker, Colorado, a Colorado home rule municipal corporation (the “Town”).

RECITALS

WHEREAS, the County and the Town entered into a mutually binding comprehensive development plan that went into effect on May 14, 2003, as a means to plan for and regulate land use within a joint planning area, as identified in such plan; and

WHEREAS, the County and Town entered into the first amendment to the comprehensive development plan that went into effect on May 17, 2006; and

WHEREAS, the County and Town entered into the second amendment to the comprehensive development plan that went into effect on June 16, 2008; and

WHEREAS, the County and Town entered into the third amendment to the comprehensive development plan that went into effect on August 25, 2015; and

WHEREAS, the County and Town desire to amend and restate the Comprehensive Development Plan to the extent provided herein.

PLAN

NOW, THEREFORE, the County and the Town jointly approve and adopt this ~~FourthThird~~ Amendment to the Comprehensive Development Plan, which is restated to provide as follows:

1.0 Planning Area Definitions

- 1.1 Town Urban Growth Area. Represents the boundary of the Town’s potential future annexation area to the year 2022. The level to which this area may or may not be developed shall depend on a number of factors, including, but not limited to, natural features, utility services, and compliance with applicable Town regulations and master plans. This boundary represents the Town’s potential annexation perimeter and will include areas dedicated for open space as well as urban level development. The Town Urban Growth Area is depicted on the attached map (Attachment A).

- 1.2 Community Separation Buffer. Represents a buffer around the Town's Urban Growth Area that provides a transitional "edge" between the Town and other incorporated and unincorporated communities. While this area is not needed to accommodate the Town's growth to the year 2022, land use and development changes within this area will have a direct impact on the Town. The Community Separation Buffer is depicted on the attached map (Attachment A).
- 1.3 Permitted Uses. The Comprehensive Development Plan shall supersede the County Zoning Resolution for the real property contained within the Community Separation Buffer Area and the Town Urban Growth Area to the extent provided in the Plan. The only uses permitted by right within the Community Separation Buffer Area and the Town Urban Growth Area are those permitted uses described in Attachment B (the "Permitted Uses and Special Uses Matrix") and depicted in Attachment C ("Zoning Map"). The Permitted Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except as provided in paragraph 7.0 of the Plan. The Permitted Uses shall not be changed, modified or expanded within the Town Urban Growth Area, except as provided in paragraph 7.0 of the Plan.
- 1.4 Special Uses. The only Special Uses allowed within the Community Separation Buffer Area and the Town Urban Growth Area are those special uses described in Attachment B ("Permitted Uses and Special Uses Matrix") that are determined to meet, after notice and hearing, the requirements contained in Attachment D. The Special Uses shall not be changed, modified or expanded within the Community Separation Buffer Area during the term of this Plan, except as provided in paragraph 7.0 of the Plan. The Special Uses shall not be changed, modified or expanded within the Town Urban Growth Area, except as provided in paragraph 7.0 of the Plan.

2.0 Annexation within and expansion of the Town's Urban Growth Area

- 2.1 Commitment by Town to Actively Pursue Annexation of Enclaves and Roads. The Town will commit to actively pursue annexation of all enclaves. Enclaves are those unincorporated areas of land entirely contained within the outer boundaries of the Town. The businesses and land owners that are located on unincorporated enclaves identify with the Town of Parker, are a part of the community fabric of the Town, and contribute to the Town's revenue. Annexation of these enclaves will benefit the land and business owners, the Town, as well as the County by consolidating the service area of the Town and County, bringing these properties under Town services.
- 2.2 Waiver of Annexation Impact Reports. As all unincorporated areas located within the Town's Urban Growth Area are encouraged to annex into the Town, the County shall waive annexation impact reports for all unincorporated areas within the Town's Urban Growth Area.

- 2.3 Standards for Review of Annexation Petitions. The Town, when reviewing proposed annexations within the Town's Urban Growth Area, shall apply the following Standards for Review.
- 2.3.1 The property under consideration for annexation is within the Town's Urban Growth Area.
 - 2.3.2 The annexation complies with the Town's Land Development Code and applicable design standards.
 - 2.3.3 The annexation request is consistent with the Town's adopted plans, including, but not limited to, the Master Plan and Open Space, Trails and Greenways Master Plan, as amended.
 - 2.3.4 The site plan provides for the preservation of significant stands of vegetation; unique or distinctive topographic features, including buttes and rock outcroppings; drainage, riparian and wetland areas; significant wildlife habitats, including breeding grounds, nesting areas, migration routes and wintering areas; scenic views; identified aquifer recharge areas and important historical or archaeological sites.
 - 2.3.5 The site plan incorporates elements that provide for logical connections to local trails in order to link neighborhoods and connections to regional trails and nearby destinations.
 - 2.3.6 The land can be used safely for the intended purpose without danger to the public health, safety or welfare or peril from fire, flood, geologic hazards or other natural hazards.
 - 2.3.7 The petition for annexation is in conformance with a fully-executed pre-annexation agreement with the Town, if applicable.
 - 2.3.8 The area sought to be annexed meets the requirements of the Municipal Annexation Act of 1965, as amended.
 - 2.3.9 The petition for annexation satisfies the requirements of Article II, Section 30 of the Colorado Constitution.
 - 2.3.10 That, upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
 - 2.3.11 Petitioners understand that the Town does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker, Cottonwood, Stonegate, or Compark Water and Sanitation Districts.

2.3.12 The petitioners agree that no vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101, *et seq.*, C.R.S., have been acquired by petitioners from any government entity. Petitioners waive any vested land use rights attached to any or all of the property to be annexed.

2.3.13 The petitioners acknowledge that, upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The petitioners further acknowledge that the property, the owners thereof, and the uses thereon are also bound by any voter authorization under Article X, §20 of the Colorado Constitution adopted prior to annexation of the property. The petitioners waive any claims they may have under Article X, §20 of the Colorado Constitution related to such taxes and fees.

3.0 Land Use Applications Submitted to the County for Unincorporated Lands within the Town Urban Growth Area

3.1 Applications for Urban Level Development Other Than Region 4. Applications submitted to the County for rezoning to business, commercial, industrial, or residential development at a density greater than 1 dwelling unit/2.5 acres will be directed to the Town for annexation.

3.1.1 If there is contiguity, the Town shall process a petition for annexation. The Town Council shall apply the Standards for Review, as outlined above in paragraph 2.3 of the Plan, when considering a petition for annexation. Final decision authority for said petitions shall be with the Town Council following a public hearing, in the manner provided by the Plan.

3.1.2 If contiguity cannot be established, or if the Town adopts an ordinance establishing growth limitations, a pre-annexation agreement shall be executed between the property owner and the Town prior to the County processing the application.

3.1.2.1 If a pre-annexation agreement is executed, the County shall process the application.

3.1.2.1.1 The Town Planning staff shall be available for a pre-application conference(s) with the County and applicant.

3.1.2.1.2 The County shall forward the application to the Town for review and comment. The Town shall provide a referral response with comments based upon the Town's Land Development Code and applicable design standards.

3.1.2.1.3 The County shall actively consider the Town's comments in its review of the application.

3.1.2.1.3.1 If conformance with both the County and Town's regulations cannot be achieved, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with both the County and Town's regulations to the extent feasible.

3.1.2.1.3.2 If additional interpretation is needed, the staff of both the County and the Town shall meet to resolve the issues and attempt to provide a joint recommendation on the application. If resolution is not achieved, the County shall process the application in conformance with the Town's comments to the extent feasible.

3.1.2.1.3.3 Final decision authority for said applications shall be with the Board of County Commissioners following a public hearing, in the manner provided by the Plan and the County's Zoning Resolution. Where the Plan and the County's Zoning Resolution conflict, the provisions of the Plan shall prevail.

3.1.2.2 If a pre-annexation agreement is not executed, the property owner may:

3.1.2.2.1 Request that the County process an application for development in compliance with the Plan for Permitted Uses and Special Uses; or

3.1.2.2.2 Request an amendment to the Plan in compliance with the provisions outlined in paragraph 7.0 of the Plan.

3.2 Applications for Development in Region 4. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process all applications submitted to the County for urban-level development or for Permitted Uses and Special Uses as outlined in the Plan.

3.2.1 The County shall submit a notice to the Town through the standard referral process. The Town shall provide a referral response with comments based upon the Town's Land Development Code and applicable design standards.

3.2.2 The County shall encourage the property owner to annex into the Town and the Town agrees to annex the property if there is contiguity.

3.2.3 If contiguity cannot be established, a pre-annexation agreement shall be executed between the property owner and the Town.

3.3 Applications for Development in Compliance with the Comprehensive Development Plan. The County, as permitted by the County Zoning and Subdivision Resolutions, shall process applications submitted to the County for development in compliance with the Plan, for Permitted Uses and Special Uses. Prior to processing the application, the County shall encourage the property owner to annex into the Town.

3.3.1 The County shall submit a notice to the Town through the standard referral process. The Town's referral comments will be based on the provisions of this Plan.

4.0 Land Use Applications Submitted to the County within the Community Separation Buffer

4.1 Regions. The County agrees to process all land use applications within the Community Separation Buffer in compliance with the Permitted Uses, Special Uses and as described below, provided that the Permitted Uses and Special Uses may be modified and supplemented in Region E through the approval by the County of a Planned Development, as described below in items 4.1.5 and 4.2.

4.1.1 Region A: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature and may continue to build out in the established land pattern. Semi-rural development may be considered when available water supply and provision of schools, recreation, employment, and shopping are provided.

4.1.14.1.2 Region B: Residential development in this region may continue to build out in the established land pattern. ~~Redevelopment of this region may be supported when appropriate urban level services are provided. Redevelopment in this region should be of a scale and design that supports and complements the semi-rural nature of this nonurban area.~~ Redevelopment shall be defined at a density ~~greater of no more~~ than one (1) dwelling unit per two acres in accordance with adopted regulations. ~~and/or commercial in nature.~~ Redevelopment may be considered when all of the following principles/requirements are met:

4.1.2.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.

4.1.2.2 Development shall be clustered to preserve the floodplain and natural features of Happy Canyon Creek, to the extent possible~~Guleh.~~

4.1.2.3 Lincoln Avenue provides a sense of transition into the Town and acts as a “gateway” into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.

~~4.1.2.4 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible. Site development will provide for pedestrian, bicycle, and equestrian connectivity to adjacent communities and shall encourage vehicular connections to Lincoln Avenue, to the extent possible.~~

~~4.1.2.5~~

4.1.2.5 Sufficient open space, parks and trails shall be provided to meet the needs of the development.

4.1.2.6

4.1.24.1.3 Region C: As defined by the Douglas County Comprehensive Master Plan, this region permits rural development that is of a low-intensity nature (1 dwelling unit/35 acres). If a rural site plan is submitted in accordance with the County Zoning Resolution, the density may be increased not exceeding 1 dwelling unit/17.5 acres as an incentive to preserve open space and protect wildlife habitat. Semi-rural development in this region is not supported.

4.1.34.1.4 Region D: This region permits uses associated with open space, passive and nonmotorized recreation, agricultural and Parker Water and Sanitation uses. Such passive uses may include, but are not limited to, hiking, biking, equestrian activities, outdoor conservation activities and fishing. The County shall have the final determination for allowed activities.

4.1.44.1.5 Region E: This region permits urban level, Planned Development-zoned development as identified and defined in the Douglas County Comprehensive Master Plan and defined in the Douglas County Zoning Resolution. Through the County's approval of a rezoning to Planned Development, the Permitted Uses and Special Uses may be modified and supplemented with additional uses that are consistent with urban level development. Development in this region shall comply with all of the following principles/requirements:

- 4.1.5.1 Site development shall be sensitive to the physical patterns of land and water that occur naturally on the site.
- 4.1.5.2 Development should consider clustering to preserve areas of natural open space between developments and to promote separation of developments.
- 4.1.5.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.
- 4.1.5.4 Lincoln Avenue provides a sense of transition into the Town and acts as a "gateway" into the community. Development along this thoroughfare shall respect and incorporate design elements that enhance the concept of community gateway.
- 4.1.5.5 Site development along the proposed extension of Chambers Road will be adequately setback to establish a greenbelt/trail system, effectively acting as a community separation buffer between the development and this vehicular thoroughfare.
- 4.1.5.6 Site design will provide for vehicular and pedestrian connectivity to all adjacent communities, to the extent feasible.

- 4.1.5.7 Site design will preserve sufficient open space to meet the needs of the development and provide community separation and should consider: environmental areas; riparian features; 100-year floodplain; significant natural land forms; significant natural vegetation areas; important wildlife habitat areas; geologic hazard areas; severe soil erosion area; and cultural, historic and archaeological areas.
- 4.1.6 Region F: Development in this area is limited to residential uses, parks, and open space.
- 4.1.7 Region G: This region is limited to open space uses only.
- 4.1.8 Region H: Development in this area is limited to residential uses, parks, schools, and open space. Residential uses shall not exceed 2.2 units per acre.

It is the County's intent to design and construct the portion of Bayou Gulch Road/Chambers Road, (Bayou Gulch Road), which lies north of Pradera Parkway and south of the property (Arlington Property). The vertical and horizontal alignments for Bayou Gulch Road for the southern 1,200-feet within the property (Arlington Property) needs to be well coordinated with the County, in order to assure compatibility for the portion of the road as it crosses over Scott Gulch; and so that the road can be constructed cost effectively and within the existing right-of-way (ROW), that was dedicated to the County by the developers that lie south of the property (Arlington Property). The County has plans to reconstruct existing Scott Road from the east boundary of the Hungry Horse open space to intersect with proposed Bayou Gulch Road, which will be located approximately 100 to 200 feet south of the property (Arlington Property); and any accesses further to the north on Bayou Gulch Road needs to take into consideration the spacing between this full movement intersection and any accesses to the north. Additionally, the alignment of Bayou Gulch Road across the property (Arlington Property) needs to be designed so that no additional ROW or easements will be needed from the existing large rural residential property that is located directly to the west, which is not proposed to be rezoned. The County is not going to hold the current landowner responsible for any of the stated improvements.

The property owner shall grade four (4) and build two (2) major arterial roadway lanes for that portion of Bayou Gulch Road/Chambers Road for the length of said property. Additionally, the property owner shall be responsible for any auxiliary lanes as required by the Town.

4.1.9 Region I: Development in this area may include a clay mine operation as reviewed and approved through the County's Use by Special Review

process. The clay-mine operation shall be valid for a period not to exceed the sooner occurrence of a period of fifteen years from the date of its approval by Douglas County or July 4, 2032.

4.2 Review Process.

- 4.2.1 The County shall submit a notice to the Town through the standard referral process for land use applications in Regions A, B (when redevelopment is not proposed), C and D.
- 4.2.2 The County and the Town shall jointly review any redevelopment application submitted for Region B. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.
- 4.2.3 Subject to paragraph 4.2.5 below, the County and the Town shall jointly review all urban level Planned Development rezoning applications submitted for Region E. Such review shall consist of jointly held meeting(s) at the staff level in order to develop comments on an application.
- 4.2.4 The Town's referral comments will focus on compliance with the provisions of this Plan, as outlined in paragraph 4.1 of the Plan.
- 4.2.5 The County will hold public hearings to the extent provided in the County's Zoning and Subdivision Resolutions, and make its final decision in accordance with the Plan and said resolutions.

5.0 Land Use Applications Submitted to the Town within the Town Urban Growth Area.

5.1 Region 1: Site development shall comply with the following principles/requirements or with the Plan for Permitted Uses and Special Uses:

- 5.1.1 Provide for a regional open space corridor that is continuous and sufficient in size to effectively act as a buffer between the Town's Urban Growth Area and the Community Separation Buffer Area. The corridor shall feature naturally undisturbed, passive open space to provide regional access and trail connections as well as a wildlife corridor through this area.
- 5.1.2 Preserve significant natural features, critical stands of vegetation, riparian corridors/primary gulches, natural hazard areas, steep slopes, critical wildlife habitat, and sites of historic, cultural, or archaeological significance.

- 5.1.3 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.
- 5.1.4 Protect the rural roadside character of Crowfoot Valley Road by establishing an open space buffer zone along this corridor.
- 5.1.5 Include a pedestrian circulation system designed to assure that pedestrians can walk safely and easily on the site, and between properties and activity areas/open space/activity centers/special features. Pedestrian circulation systems shall also be linked with regional connections to open space and trails.
- 5.1.6 Provide sufficient passive open space corridors that are contiguous and integrated into local and regional greenway/trail systems.
- 5.1.7 Development shall be clustered to preserve and protect significant open space in its natural state.
- 5.1.8 Provide appropriately sized and located activity centers that offer a wide range of goods and services to the immediate market area, neighborhood and community.
- 5.1.9 Vehicular circulation systems shall be designed with consideration to the topographic conditions of the land and provide for logical connections to public rights-of-way.
- 5.1.10 Provide active recreational areas, including, but not limited to, open space, parks and trails in suitable locations that meet the needs of the development and offer convenient access by residents.
- 5.1.11 Proposed golf courses shall, at a minimum, be designed to include provisions to promote water conservation and wildlife habitat, as provided by the Center for Resource Management's published "Environmental Principles for Golf Courses in the United States" and National Audubon Society's model for "green" golf course standards.
- 5.1.12 Development on the south side of Crowfoot Valley Road shall use open space to create community separation between the Town and adjacent development. Open space will be used to expand and enhance existing adjacent open space within the Community Separation Buffer Area.
- 5.2 Region 2: Requests for mining or water storage shall comply with the following principles/requirements:
 - 5.2.1 The maximum life of the mining/extraction uses shall not exceed ten (10) years.

- 5.2.2 Truck hauling materials shall be subject to the access requirements of the Town and shall be in compliance with the Town's truck hauling routes map, as amended.
- 5.2.3 Hours of operation for mining, extraction and hauling shall not exceed Monday through Friday between the hours of 8 a.m. and 5 p.m.
- 5.2.4 A dust mitigation plan shall be required. An on-site water source shall be available and used as required for implementing the dust mitigation plan.
- 5.2.5 A noise plan shall be prepared to demonstrate the ability to comply with maximum noise levels as required by C.R.S. § 25-12-103. Such noise plan shall identify noise mitigation measures such as, but not limited to, the use of berming, locating noisy machinery and vehicles below grade in the excavation pit, and the establishment of operational guidelines.
- 5.2.6 A visual analysis shall be required to determine the visibility of the mining operation, including, but not limited to, the total disturbed area, stock piles, equipment, and any structures from Crowfoot Valley Road, Highway 83, and adjacent residential development. Visual mitigation measures for the duration of the mining operation shall be required, including, but not limited to: berming; landscape screening; limitations on the height, location, and quantity of stock piles; sub-grade placement of maintenance, mechanical, and other equipment; as examples.
- 5.2.7 The property owner shall render to the Town cash or an irrevocable letter of credit in an amount sufficient to restore the subject property to its original condition to the extent that property owner fails to comply with the Town standards or the principles/requirements described herein.
- 5.2.8 The property owner shall demonstrate to the Town's satisfaction that the property owner has adequate adjudicated water rights to keep the reservoir full.
- 5.2.9 The property owner shall demonstrate to the Town's satisfaction that the property owner has adjudicated water rights to store water in the reservoir at the site proposed for the reservoir.
- 5.2.10 The property owner shall demonstrate to the Town's satisfaction that the property owner has adjudicated the means and methods to convey the water rights from the point of diversion to the site proposed for the reservoir.
- 5.2.11 Non-motorized recreational boating shall be permitted on the reservoir and the reservoir shall be open to the public and managed by the Town of Parker/Douglas County parks departments.

5.2.12 As part of the annexation agreement with the Town, trail connections shall be incorporated.

5.3 Region 3: Site development shall comply with the following principles/requirements:

5.3.1 Preserve significant natural features, critical stands of vegetation, riparian corridors/primary gulches (including Newlin Gulch), natural hazard areas, steep slopes, critical wildlife habitat, and sites of historic, cultural, or archaeological significance.

5.3.2 Development shall implement site planning techniques to minimize visual impacts of development in highly scenic, topographically diverse terrain.

5.3.3 Development shall be clustered to preserve and protect significant open space in its natural state.

5.3.4 Provide sufficient passive open space corridors that are contiguous and integrated into local and regional greenway/trail systems.

5.3.5 Include a pedestrian circulation system designed to assure that pedestrians can walk safely and easily on the site, and between properties and activity areas/open space/activity centers/special features. Pedestrian circulation systems shall also be linked with regional connections to open space and trails.

5.3.6 Vehicular circulation systems shall be designed with consideration to the topographic conditions of the land and provide for logical connections to public rights-of-way.

5.3.7 Provide active recreational areas, including, but not limited to, open space, parks and trails in suitable locations that meet the needs of the development and offer convenient access by residents.

5.3.8 A minimum 50-foot open space buffer shall be designated along the northern portion of the property for the purpose of preserving land and a buffer for the proposed East-West Regional Trail.

5.3.9 Connect the Newlin Gulch trail through Region 3 to the Reuter-Hess Reservoir trail system, as identified in the Town's Open Space, Trails and Greenways Master Plan.

5.3.10 Open space shall be used to create a sufficient separation from and transition to the land owned by the Parker Water and Sanitation District as part of the Reuter-Hess Reservoir.

5.3.11 The property owner shall be responsible for all costs and right-of-way dedication associated with all necessary improvements for the extension of

Chambers Road as four lanes, including a four lane bridge, through Region 3.

5.3.12 Access to Chambers Road from Region 3 shall be limited to one (1) access on the north side of Newlin Gulch and one (1) access on the south side of Newlin Gulch. Said southern access shall also serve the Double Angel ball fields and the Reuter-Hess Reservoir.

5.3.13 Site development along the proposed extension of Chambers Road will be adequately setback to establish a greenbelt/trail system, effectively acting as a community separation buffer between the development and this vehicular thoroughfare.

5.3.14 The property owner shall be responsible for supporting the Double Angle ball fields and future indoor training facility as presented in the letter provided by Jehn Engineering on behalf of Glasgow 3 Investments, LLC, at the November 16, 2005, Review Board meeting.

5.3.15 The property owner shall be responsible for dedicating the necessary right-of-way and associated improvements for the new regional east-west roadway connection to Castle Pines Parkway through Region 3.

5.4 Region 4: Lands within Region 4 can only be annexed by the Town if the property owner requests annexation and if contiguity can be established.

5.4.1 Development of lands annexed into the Town within Region 4 shall:

5.4.1.1 Be subject to the planned development guide and preliminary plat approved by the County prior to annexation and subsequently adopted by the Town.

5.4.1.2 Be reviewed by the architectural control committee established by the property owner for commercial development prior to the submission of a formal application to the Town.

5.4.1.2.1 The recommendations of the committee shall be included as part of the submittal to the Town.

5.4.1.2.2 Said committee shall include one (1) representative from the Pinery Planned Development.

5.4.1.3 Only open space, recreational uses and other uses allowed in the planned development guide shall be permitted within the Cherry Creek corridor and 100-year floodplain.

5.4.2 The Town agrees not to pursue annexation of the lands owned by the Pinery Home Owners Association within the Planned Development within

Region 4 while such lands remain under ownership of the Pinery as it's current use.

5.4.3 The Town agrees not to pursue annexation of any lands owned by the Denver Southeast Suburban Water and Sanitation District located within Region 4 while such lands remain under ownership of the District, during the term of this IGA.

5.4.3.1 District facilities, including the wastewater treatment plant, pump stations, wells and sewer and water lines, located within Region 4 shall continue to be permitted as uses by right and shall not be restricted by the Town, during the term of this IGA.

5.4.3.2 Any District facilities shall comply with the regulations of the applicable jurisdiction.

5.5 Development Adjacent to the Community Separation Buffer Area. When the Town evaluates applications for development adjacent to the Community Separation Buffer, consideration will be given to contributing and expanding the buffer area along the fringe of the Town Urban Growth Area.

5.6 Review Process.

5.6.1 The Town shall submit a notice to the County through the standard referral process for all land use applications, except for applications submitted for Region 1.

5.6.2 Land use applications submitted for Region 1 shall be jointly reviewed by the Town and County. Such review shall include jointly held meeting(s) at the staff level in order to develop comments on an application.

5.6.3 The County's referral comments will be based on the provisions of this Plan.

5.6.4 The Town will hold public hearings to the extent provided in the Town's zoning and subdivision regulations, and shall make its final decision in accordance with the Plan and said regulations.

6.0 Land Use Applications beyond the Town Urban Growth Area and Community Separation Buffer

6.1 The Town agrees not to pursue annexation of the residential portions of the Pinery Planned Development.

6.2 The Town agrees not to pursue annexation of the Colorado Horse Park.

7.0 Amendments to the Comprehensive Development Plan

- 7.1 The Town or the County may propose amendments to the Plan in writing.
- 7.2 A property owner may request an amendment to the Plan when:
 - 7.2.1 A petition for annexation of unincorporated land within the Urban Growth Area is denied by the Town; or
 - 7.2.2 A pre-annexation agreement for unincorporated land within the Urban Growth Area cannot be reached with the Town.
- 7.3 Process for Amending the Plan
 - 7.3.1 The party requesting the proposed amendment to the Plan shall submit the proposal in writing to the Director of Community Development of both jurisdictions.
 - 7.3.2 The Directors from both jurisdictions shall jointly make the request that the Review Board convene to hear the proposed amendment.
 - 7.3.2.1 A Review Board consisting of one (1) representative from both the Town and the County shall be appointed by the respective Council and Board.
 - 7.3.2.2 The Review Board shall meet with staff and review the proposed amendment. If necessary, the Review Board may direct staff to research the proposed amendment, and report back with necessary information.
 - 7.3.2.3 The Review Board shall direct staff to forward the proposed amendment to both the Town Council and the Board of County Commissioners, with a recommendation for approval, denial, or no recommendation from the Review Board.
 - 7.3.3 The proposed amendment and the recommendation of the Review Board shall be submitted to both the Town Council and Board of County Commissioners for final decision.
 - 7.3.4 The Town and County will each finalize the request through their respective adoptive processes with their Council/Board taking into consideration the recommendation of the Review Board.
 - 7.3.5 An amendment to the Plan requires approval by the Town Council and Board of County Commissioners. If the Town Council and/or the Board of County Commissioners do not approve the proposed amendment, then the Plan shall not be amended.

8.0 Effective Date and Term

8.1 This Plan shall be effective after: (1) it has been executed by the County and the Town; and (2) the County has adopted conforming amendments to the Douglas County Zoning Resolution. This Plan shall remain in full force and effect for the five-year period commencing on the Initial Effective Date of the Plan, as described in this paragraph. Thereafter, this Plan shall automatically remain in full force and effect for successive five-year terms through the year 2022, unless sooner terminated. This Plan may be terminated on May 14, 2008, or thereafter at the end of a five-year term by a party giving written notice to the other party at least 180 days prior to the expiration of the five-year term. This Plan may also be terminated at any time by mutual agreement of the parties. The term of this Intergovernmental Agreement shall run concurrently with the term of this Plan.

8.1.1 Initial Effective Date of the Plan. The effective date of the Plan is May 14, 2003; the date the Board of County Commissioners adopted conforming amendments to the Douglas County Zoning Resolution.

8.1.2 First Amended Effective Date of the Plan. The amendments to the Plan are effective May 17, 2006.

8.1.3 Second Amended Effective Date of the Plan. The amendments to the Plan are effective June 16, 2008.

8.1.4 Third Amended Effective Date of the Plan. The amendments to the Plan are effective August 25, 2015.

8.1.4.1.5 Fourth Amended Effective Date of the Plan. The amendments to the Plan are effective

9.0 Incorporation

9.1 All attachments to this Plan are incorporated herein.

IN WITNESS WHEREOF, this mutually binding Comprehensive Development Plan is approved and adopted by the Town of Parker and the Board of County Commissioners of Douglas County as of the date first above written.

TOWN OF PARKER, COLORADO

BY: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DOUGLAS, COLORADO

BY:

David A. Weaver~~Jill A. Repella~~, Chair
Board of County Commissioners

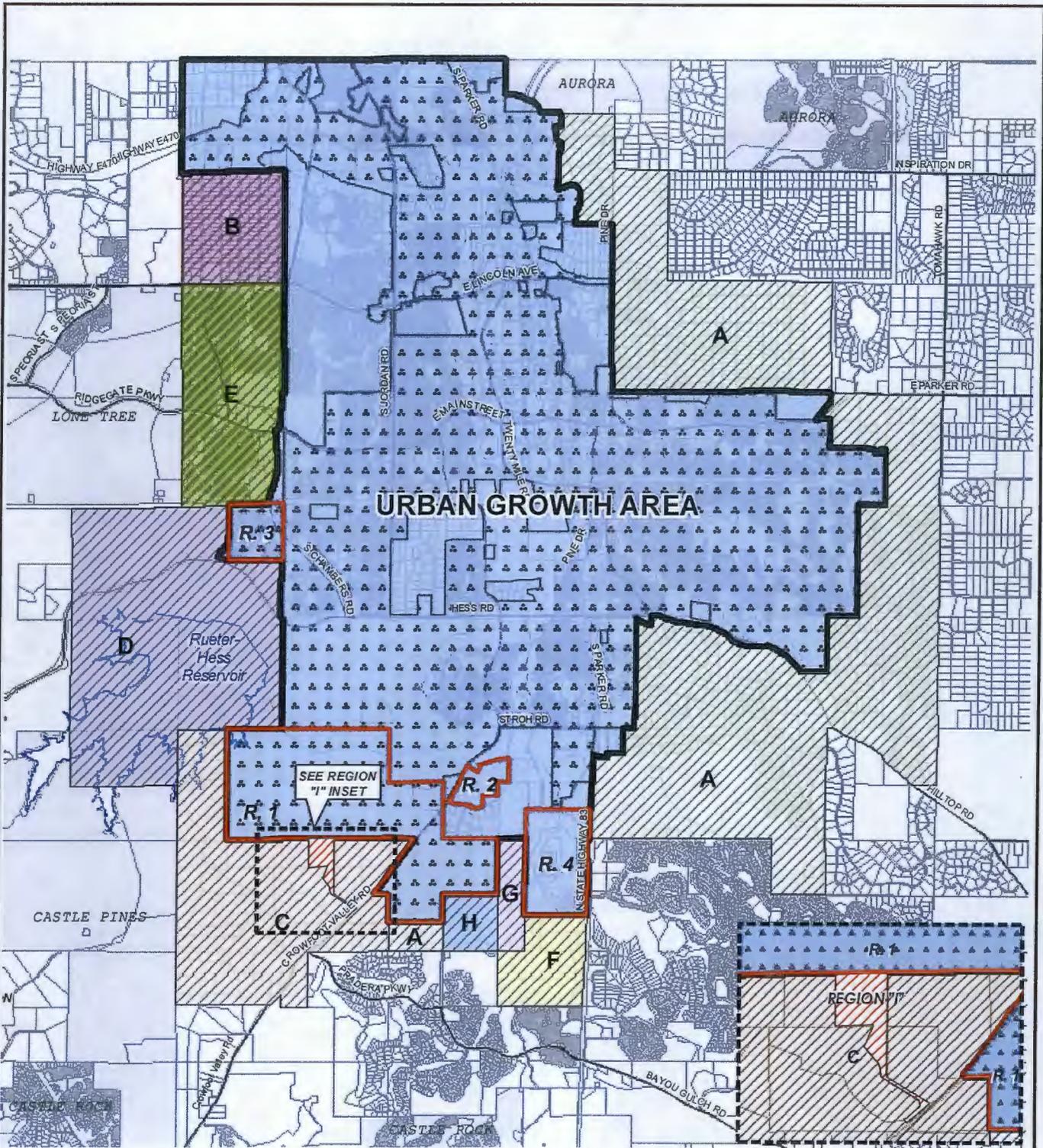
ATTEST:

Meghan McCann~~Codie Brenner~~, Deputy Clerk to the Board

APPROVED AS TO FORM:

Lance Ingalls, County Attorney

**ATTACHMENT A
PLANNING AREA**



- INCORPORATED PARKER
- URBAN GROWTH AREA
- REGIONS
- COMMUNITY SEPARATION BUFFER
- Region A
- Region B
- Region C
- Region D
- Region E
- Region F
- Region G
- Region H
- Region I
- OTHER INCORPORATED MUNICIPALITIES
- PARCEL
- RUETER-HESS RESERVOIR
- MAJOR RD

DRAFT

TOWN OF PARKER and DOUGLAS COUNTY

COMPREHENSIVE DEVELOPMENT PLAN FOURTH AMENDMENT



June 2016
Douglas County
Community Development
Department



DISCLAIMER:
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General questions about GIS or any other Douglas County Community Development/Planning products, including errors, omissions, corrections and / or updates should be directed to the Douglas County Community Development Department or Planning Division at 603-800-7465.

Community Development / Planning
Photo & Video, 100 Third St.
Castle Rock, Colorado 80108

ATTACHMENT B
PERMITTED USES AND SPECIAL USES MATRIX

Zone District Abbreviations

Agricultural

Large Rural Residential

Rural Residential

Estate Residential

Suburban Residential

Business

Commercial

Light Industrial

General Industrial

A-1

LRR

RR

ER

SR

B

C

LI

GI

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Agricultural Recreational Activities	P	P							
Animals									
Horse/Cow/Mule/Llama	P	P	A	A					
Pig/Goat/Sheep/Miniature Horse	P	P	A	A					
Buffalo/Ostrich/Emu/Bees	P	P							
Chicken/Turkey/Duck	P	P	A	A					
Dog/Can/Pot-bellied Pig	P	P	A	A	A				
Wolf/Bear/Snake/Mtn. Lion	USR	USR							
Keenel									
Automobile Service/Repair								P	P
Automobile Service Station with gas pumps						P	P	P	P
Bank/Financial Institution						P	P	P	P
Bar/Lounge						P	P	P	P
Batch Plant - asphalt/concrete									P
Bed and Breakfast	USR	USR	USR	USR					
Building Materials - retail/wholesale	USR	USR					P	P	P
Campground	USR	USR							
Cemetery	USR	USR							
Chemical Storage/Transfer/Disposal (incl. hazardous)									USR
Church - max. seating capacity 350	P	P	P	P	P	P	P	P	P
Church - seating capacity greater than 350	USR								
Club/Country Club						P	P	P	P
College						P	P	P	P
Construction Office - temporary	P	P	P	P	P	P	P	P	P
Convention/Conference Center						P	P	P	P
Cultural Facility	USR	USR				P	P	P	P
Day-Care Center	USR	USR	USR	USR	USR	P	P	P	P
Day-Care Facility for employees' children						P	P	P	P
Day-Care Home - small	A	A	A	A	A				
Day-Care Home - large	USR	USR	USR	USR	USR				
Dude Ranch	USR	USR							

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT

	A-1	LRR	RR	ER	SR	B	C	LI	GI
Entertainment Event	USR								
Equipment Rental								P	P
Equipment Rental - small							P	P	P
Extended-Care Facility					P				
Farming/Ranching	P	P							
Feed Lot/confinement center									
Fire Station - no training	P	P	P	P	P		P	P	P
Fire Station - w/training facilities							P	P	P
Firing Range - indoor	USRA				P		P	P	P
Firing Range - outdoor	USR								
Golf Course								P	P
Greenhouse - 1 acre max.	P	P					P	P	P
Greenhouse - greater than 1 acre	USR						P	P	P
Group Home	P	P	P	P	P				
Group Home for Registered Sex Offenders									
Group Residential Facility	USR	USR				USR	USR	USR	
Guest House	A	A	A						
Hazardous Materials Storage/Transfer									USR
Heliport							USR	USR	USR
Home Occupation									
Class 1	A	A	A	A	A				
Class 2	A	A	A	A					
Exceeding Class 2 thresholds	USR								
Horse Boarding	*	*	*	*	*				
Horse Rental Stable	USR	USR							
Hospital									
Hotel								P	P
Hunting/Fishing Club								P	P
In-Home Elder Care	USR								
Jail/Correctional Facility	A	A	A	A	A				
Junk Yard									USR
Kennel - dog/cat									

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Zone District Abbreviations

Agricultural

Large Rural Residential

Rural Residential

Estate Residential

Suburban Residential

Business

Commercial

Light Industrial

General Industrial

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C

LI

GI

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Agricultural Recreational Activities	P	P							
Animals									
Horse/Cow/Mule/Llama	P	P	A	A					
Pig/Goat/Sheep/Miniature Horse	P	P	A	A					
Buffalo/Ostrich/Emu/Bees	P	P							
Chicken/Turkey/Duck	P	P	A	A					
Dog/Can/Pot-bellied Pig	P	P	A	A	A				
Wolf/Bear/Snake/Mtn. Lion	USR	USR							
Keenel									
Automobile Service/Repair								P	P
Automobile Service Station with gas pumps						P	P	P	P
Bank/Financial Institution						P	P	P	P
Bar/Lounge						P	P	P	P
Batch Plant - asphalt/concrete									P
Bed and Breakfast	USR	USR	USR	USR					
Building Materials - retail/wholesale	USR	USR					P	P	P
Campground	USR	USR							
Cemetery	USR	USR							
Chemical Storage/Transfer/Disposal (incl. hazardous)									USR
Church - max. seating capacity 350	P	P	P	P	P	P	P	P	P
Church - seating capacity greater than 350	USR								
Club/Country Club						P	P	P	P
College						P	P	P	P
Construction Office - temporary	P	P	P	P	P	P	P	P	P
Convention/Conference Center						P	P	P	P
Cultural Facility	USR	USR				P	P	P	P
Day-Care Center	USR	USR	USR	USR	USR	P	P	P	P
Day-Care Facility for employees' children						P	P	P	P
Day-Care Home - small	A	A	A	A	A				
Day-Care Home - large	USR	USR	USR	USR	USR				
Dude Ranch	USR	USR							

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT

	A-1	LRR	RR	ER	SR	B	C	LI	GI
Entertainment Event	USR								
Equipment Rental								P	P
Equipment Rental - small							P	P	P
Extended-Care Facility					P				
Farming/Ranching	P	P							
Feed Lot/confinement center									
Fire Station - no training	P	P	P	P	P		P	P	P
Fire Station - w/training facilities							P	P	P
Firing Range - indoor	USRA				P		P	P	P
Firing Range - outdoor	USR								
Golf Course								P	P
Greenhouse - 1 acre max.	P	P					P	P	P
Greenhouse - greater than 1 acre	USR						P	P	P
Group Home	P	P	P	P	P				
Group Home for Registered Sex Offenders									
Group Residential Facility	USR	USR				USR	USR	USR	
Guest House	A	A	A						
Hazardous Materials Storage/Transfer									USR
Heliport							USR	USR	USR
Home Occupation									
Class 1	A	A	A	A	A				
Class 2	A	A	A	A					
Exceeding Class 2 thresholds	USR								
Horse Boarding	*	*	*	*	*				
Horse Rental Stable	USR	USR							
Hospital									
Hotel								P	P
Hunting/Fishing Club	USR							P	P
In-Home Elder Care	A	A	A	A	A				
Jail/Correctional Facility									USR
Junk Yard									
Kennel - dog/cat									

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Landfill – public/private									USR
Landing Field – private	USRA								USRA
Library	P	P		P	P	P	P	P	P
Manufacturing Operations								P	P
Mini Warehouse							P	P	P
Mining/Quarry									USR
Mining/Quarry - Region I	USR								
Motel						P	P		
Motor Vehicle/Equipment Service/Repair							P	P	P
Nursing Home						P	P	P	P
Office –						P	P	P	P
General/Medical/Professional/Government									
Office – Temporary						P	P	P	P
Oil/Gas Drilling									
Open Space/Trails	P	P		P	P	P	P	P	P
Park/Playground	P	P		P	P	P	P	P	P
Parking Lot – public/private						P	P	P	P
Product Distribution/Storage (no hazardous materials)								P	P
Propane Distribution/Storage									USR
Quarry									
Ranching	P	P							
Recreation Facility									
Community							P		
Neighborhood			P	P	P				
Indoor						P	P	P	P
Outdoor							P	P	P
Recreational Vehicle Storage Lot								P	P
Recycle/Trash Transfer Facility									P
Research and Development Facility								P	P
Residence									
Caretaker	P	USR							

P = Principal Use A = Accessory Use, USR – Use by Special Review, blank space = Not Permitted USRA Accessory Use

LAND USE/ZONING DISTRICT	A-1	LRR	RR	ER	SR	B	C	LI	GI
Landfill – public/private									USR
Landing Field – private	USRA								USRA
Library	P	P		P	P	P	P	P	P
Manufacturing Operations								P	P
Mini Warehouse							P	P	P
Mining/Quarry									USR
Mining/Quarry - Region I	USR								
Motel						P	P		
Motor Vehicle/Equipment Service/Repair							P	P	P
Nursing Home						P	P	P	P
Office –						P	P	P	P
General/Medical/Professional/Government									
Office – Temporary						P	P	P	P
Oil/Gas Drilling									
Open Space/Trails	P	P	P	P	P	P	P	P	P
Park/Playground	P	P	P	P	P	P	P	P	P
Parking Lot – public/private						P	P	P	P
Product Distribution/Storage (no hazardous materials)								P	P
Propane Distribution/Storage									USR
Quarry									
Ranching	P	P							
Recreation Facility									
Community							P		
Neighborhood			P	P	P				
Indoor						P	P	P	P
Outdoor							P	P	P
Recreational Vehicle Storage Lot								P	P
Recycle/Trash Transfer Facility									P
Research and Development Facility								P	P
Residence									
Caretaker	P	USR							

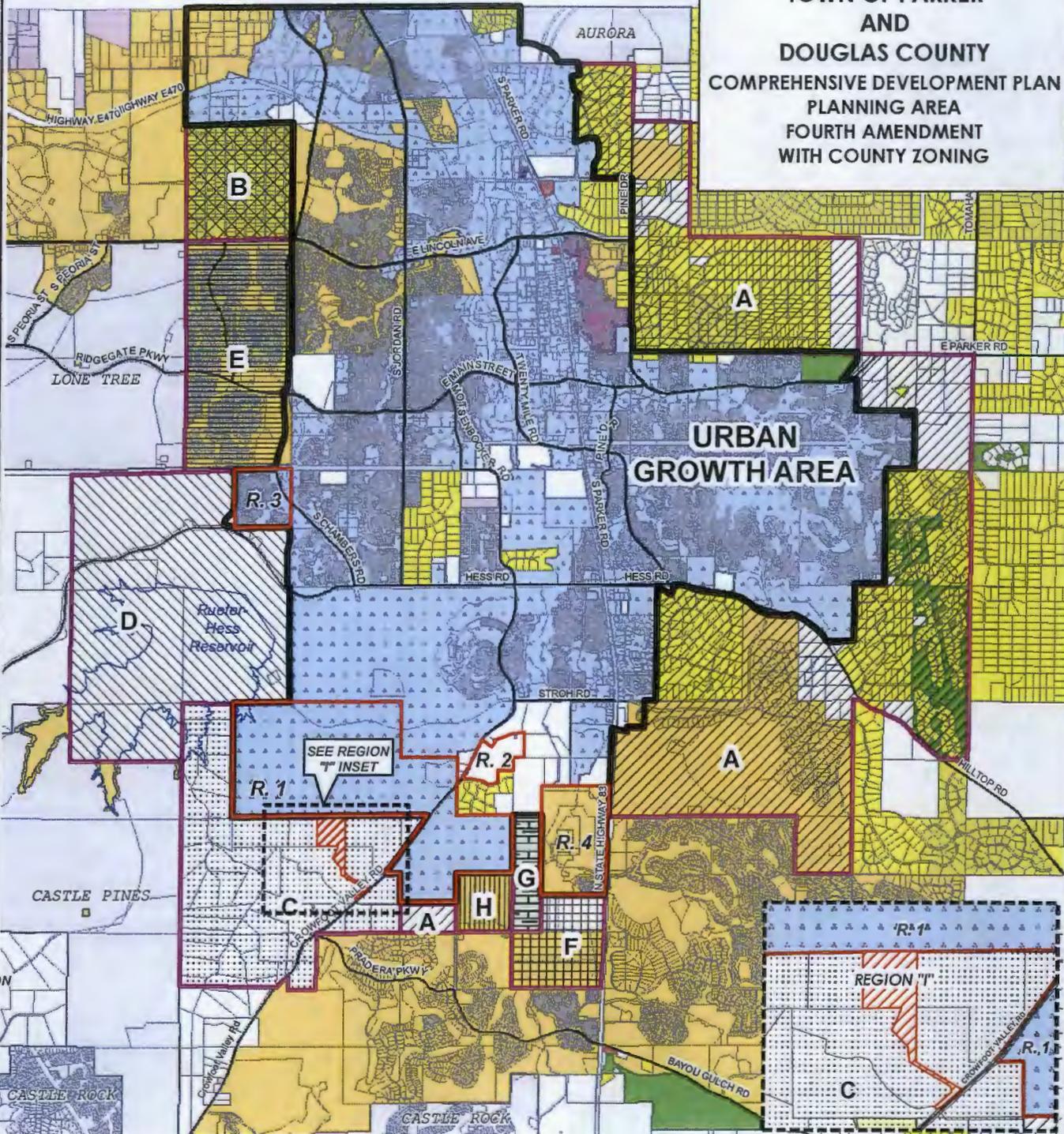
P = Principal Use A = Accessory Use, USR – Use by Special Review, blank space = Not Permitted USRA Accessory Use

	A-J	LRR	RR	ER	SR	B	C	LJ	GI
LAND USE/ZONING DISTRICT									
Training of Horses/Riders (max. of 14/week)	P	P	A	A					
Tree Farming	P	P							
University									
Utility - major facility	USR	USR	USR	USR	USR	P	P	P	P
Utility Service Facility	P	P	P	P	P	P	P	P	P
Veterinary Clinic/Hospital	USR	USR				P	P	P	P
Warehouse									
Water Treatment/Storage									
Wholesale Business - sales/service								P	P
Wind Energy Conversion System	USR	USR	USR						
Youth-Oriented Agricultural Activities	P	P	P	P					
Zoo							USR		

P = Principal Use, A = Accessory Use, USR = Use by Special Review, blank space = Not Permitted USRA=USR Accessory Use

**ATTACHMENT C
ZONING MAP**

TOWN OF PARKER AND DOUGLAS COUNTY COMPREHENSIVE DEVELOPMENT PLAN PLANNING AREA FOURTH AMENDMENT WITH COUNTY ZONING

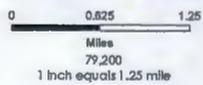


- [Pattern] REGION A
- [Pattern] REGION C
- [Pattern] REGION E
- [Pattern] REGION G
- [Pattern] REGION I
- [Pattern] REGION B
- [Pattern] REGION D
- [Pattern] REGION F
- [Pattern] REGION H
- [Pattern] REGIONS R. 1-4

ZONING

- [Color] A1, AGRICULTURAL ONE
- [Color] SR, SUBURBAN RESIDENTIAL
- [Color] LI, LIGHT INDUSTRIAL
- [Color] LRR, LARGE RURAL RESIDENTIAL
- [Color] LSB, LIMITED SERVICE BUSINESS
- [Color] PD, PLANNED DEVELOPMENT
- [Color] RR, RURAL RESIDENTIAL
- [Color] B, BUSINESS
- [Color] OS, ZONED OPEN SPACE CONSERVATION
- [Color] ER, ESTATE RESIDENTIAL
- [Color] C, COMMERCIAL
- [Color] COMMUNITY SEPARATION BUFFER
- [Color] TOWN OF PARKER BOUNDARY
- [Symbol] RUETTER-HESS RESERVOIR
- [Symbol] URBAN GROWTH AREA
- [Symbol] PARCEL
- [Symbol] MAJOR RD
- [Symbol] OTHER INCORPORATED MUNICIPALITIES

DRAFT



June 2016
Douglas County Community Development Department

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Community Development / Planning
Philip G. Miller Bldg., 100 Third St.
Castle Rock, Colorado 80104

ATTACHMENT D
APPROVAL STANDARDS FOR SPECIAL USES

APPROVAL STANDARDS FOR SPECIAL USES

A Special Use shall be approved only if the Board of County Commissioners finds that the proposed special use:

- ❖ Complies with the minimum zoning requirements of the zoning district in which the special use is to be located, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
- ❖ Complies with the requirements of Section 21, Use By Special Review, as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
- ❖ Complies with the Douglas County Subdivision Resolution, in effect as of the date of this Plan;
- ❖ Will be in harmony and compatible with the character of the surrounding areas and neighborhood;
- ❖ Will be consistent with the Douglas County Comprehensive Master Plan;
- ❖ Will not result in an over-intensive use of land;
- ❖ Will provide roadway capacity necessary to maintain the adopted roadway level-of-service for the proposed development concurrently with the impacts of such development.
- ❖ Will provide public facilities and services necessary to accommodate the proposed development concurrently with the impacts of such development.
- ❖ Will not require a level of community facilities and services greater than that which is available;
- ❖ Will not cause significant air, water, or noise pollution;
- ❖ Will be adequately landscaped, buffered, and screened;
- ❖ Complies with the following standards regarding water supply as set forth in the Douglas County Zoning Resolution in effect as of the date of this Plan;
 - If it is demonstrated that the use by special review will not generate any ongoing water demand, no proof of water supply shall be required and no other provisions of Section 18A - Water Supply Overlay District shall be applicable.
 - If it is demonstrated that the use by special review, when located on a conforming parcel within the A-1 or LRR zone district, will generate a water demand not to exceed three (3) acre-feet per year, and that the demand can be supplied by a groundwater well which has or is capable of receiving a permit from the Colorado Division of Water Resources for such use, this standard shall be met and no other

provisions of Section 18A – Water Supply Overlay District shall be applicable. Water demands shall be estimated in accordance with the Minimum Water Demand Standards defined in Section 18A.

- For all other use by special review applications, the applicant shall demonstrate conformance with Section 18A - Water Supply Overlay District, herein.
- ❖ Will not otherwise be detrimental to the health, safety, or welfare of the present or future inhabitants of Douglas County.



ITEM NO: 6E
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.466.1 – A Bill for an Ordinance to Amend the Definitions Section and Sections 2.2, 2.3, 2.4, 3.3, 3.6, 3.8, 3.11, 3.15, 4.1, 4.4, 4.6, 4.11, 4.16, 5.8, 8.3, 8.4, 8.5, and 9.4 of the Town of Parker Personnel Manual

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (11/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (12/05/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |

Melisa Geringer, Human Resources Director

G. Randolph Young, Town Administrator

ISSUE:

The Personnel Manual (the “Manual”) needs to be revised to address some inconsistent and outdated information.

PRIOR ACTION:

The current version of the Manual was approved by Town Council on December 7, 2015, with an effective date of January 1, 2016.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

The Town Charter requires approval of any changes to the Manual. The purpose of this ordinance is to allow Town Council to review and approve the proposed changes to the Manual.

RECOMMENDATION:

Staff recommends the Town Council approve Ordinance No.1.494.

PREPARED/REVIEWED BY:

Prepared by Melisa Geringer, Human Resources Director. Reviewed by the Executive Management Team and Jim Maloney, Town Attorney.

ATTACHMENTS:

Ordinance No. 1.494

RECOMMENDED MOTION:

I move to approve Ordinance No. 1.494 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda.

ORDINANCE NO. 1.466.1, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE DEFINITIONS SECTION AND SECTIONS 2.2, 2.3, 2.4, 3.3, 3.6, 3.8, 3.11, 3.15, 4.1, 4.4, 4.6, 4.11, 4.16, 5.8, 8.3, 8.4, 8.5, and 9.4 OF THE TOWN OF PARKER PERSONNEL MANUAL

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

Section 1. The Definitions section of the Parker Personnel Manual is amended to read as follows:

DEFINITIONS

* * *

Department Director: The director of a department, or in the case of an office, agency or activity not within an established department, the person authorized by the Town Administrator to administer such office, agency or activity. The position of Department Director includes, but is not limited to, Deputy Town Administrator; Assistant Town Administrator; Chief of Police; Communications Director; Cultural Director; Economic Development Director; Finance Director; Human Resources Director; Information Technology Director; Community Development Director; Public Works **and Engineering** Director; Parks, Recreation and Open Space Director; and Town Clerk. Department Directors are employed in an “at-will” capacity and are not subject to the policies of this Manual with the exception of the following: Sections 2.1, 2.3 and 2.9; 3.1 and 3.16; and 4.1 through 4.16; and 5.4, 5.6 through 5.12, 5.14, and 5.15 of this Personnel Manual. The definition of Department Director may be modified by an administrative regulation issued by the Town Administrator.

* * *

Section 2. Section 2.2, Employment Classifications, of the Parker Personnel Manual is amended to read as follows:

2.2 – Employment Classifications

* * *

Regular Part-Time Employee (benefited position): As determined by the Department Director and approved through the budgeting process, a regular part-time employee is defined as an employee in a position that is regularly scheduled to work a minimum of 20 hours per week, but less thirty (30) hours per week and is eligible for the following benefits: Vacation accrual as described in Section 4.4 of this manual, participation in the 457 Retirement Plan, **access to the voluntary**

life insurance, Social Security, Workers' Compensation and Unemployment insurance. Regular part-time employees are employed in an "at-will" capacity and are not subject to the policies outlined in this Personnel Manual, except that regular part-time employees are subject to Sections: 1.1, 2.1, 2.2, 2.3, 2.5, 2.6, 2.7, 2.9, 2.10 and 2.11; 3.1, 3.2, 3.3, 3.7, 3.8, 3.9, 3.14, 3.15 and 3.16; 4.4 and 4.7; and 5.1, 5.2, 5.3, 5.4, 5.6 through 5.15 of this Personnel Manual.

* * *

Section 3. Section 2.3, Employment of Relatives/Nepotism, of the Parker Personnel Manual is amended to read as follows:

2.3 – Employment of Relatives/Nepotism

* * *

Policy Provisions: Relatives shall not work in the same department (**or division**) if the department (**or division**) has less than twenty-five (25) regular full-time and part-time employees.

Relatives shall not work in the same department (**or division**) if the department (**or division**) has twenty-five (25) or more regular full-time and part-time employees and (i) one (1) relative would exercise any supervisory, appointment, dismissal or disciplinary authority over another relative; or (ii) one (1) relative would audit, verify, receive, or otherwise be entrusted with monies received, handled or reviewed by the other relative; or (iii) one (1) relative has access to confidential information, including, but not limited to, payroll and personnel records of another relative. In cases where a conflict between relatives in a department that has twenty-five (25) or more regular full-time and regular part-time employees arises, the relatives may be separated by reassignment or terminated from employment.

* * *

Section 4. Section 2.4, Probationary Period, of the Parker Personnel Manual is amended to read as follows:

2.4 – Probationary Period

All regular full-time, newly hired, rehired, transferred, demoted and promoted employees (**excluding police officers and communication technicians**) are subject to a probationary period of one (1) year during which the employee's ability to meet the job requirements will be assessed. An employee's probationary period may be extended up to an additional ninety (90) days if deemed necessary by the Department Director or Town Administrator. Leave benefits may be earned during this probationary period but are not available to be taken unless approved by the Department Director and Town Administrator. A probationary employee may be dismissed without cause during the probationary period without prior

notice or the right to a hearing. Any employee dismissed while on probation shall not have recourse to any procedure except as may be provided otherwise by law.

Due to the extensive and lengthy training, police officer's and communications technician's probationary period is 18 (eighteen) months. All sponsored police officer's (sent through POST Academy by the Town) probationary period begins from the date of graduation from the Academy. All other provisions of section 2.4 – Probationary Period apply.

Section 5. Section 3.3, Overtime/Compensatory Time, of the Parker Personnel Manual is amended to read as follows:

3.3 – Overtime/Compensatory Time

For the purpose of computing overtime, only hours actually worked by nonexempt employees shall be used in the computation of overtime. Paid leaves (such as vacation, sick, ~~or~~ holidays, ~~or~~ ~~personal leave~~) are not considered actual hours worked and are not used in the computation of overtime, except as otherwise provided in this section. Employees and supervisory personnel are responsible for assuring that no overtime is worked unless specifically authorized and within the policies established in this Personnel Manual.

* * *

Section 6. Section 3.6, Grant, Bailiff, Court, Essential Services and Community Duty Assignments, of the Parker Personnel Manual is amended to read as follows:

3.6 – Grant, Bailiff, Court, Essential Services and Community Duty Assignments:

* * *

Bailiff: Hours worked for bailiff will be paid at one and one-half (1½) times the officer's regular rate of pay. Bailiff hours worked count towards the sworn officer's eighty (80) hour work period and are used in the calculation of overtime.

* * *

Community Duty Assignments Premium Pay: Community duty assignments, as established by the Town Administrator (**“Community Duty Assignments”**), for regular, full-time, nonexempt employees is paid, as provided herein. Hours worked for community duty assignments may be compensated at one and one-half (1½) times the employee's regular rate of pay, regardless of the number of hours worked in a work week or work period for sworn police officers (**“Community Duty Assignment Pay”**).

The purpose of Community Duty Assignment Premium Pay is to compensate employees who are assigned to work community duty events that are outside

of their regular work schedule. Assignments to work these shifts must be outside of the employee's regular work schedule to receive the Community Duty Assignment Premium Pay. A list of Community Duty Assignments will be provided through an Administrative Regulation established by the Town Administrator.

Section 7. Section 3.8, Travel Time, of the Parker Personnel Manual is amended to read as follows:

3.8 – Travel Time

* * *

In the event the employee's out-of-town assignment requires an overnight stay, time spent traveling to the other city **that is not part of the employee's regular work day** is counted as hours worked, ~~only to the extent that it coincides with the employee's regular work day. Travel that occurs during hours of the day in which the employee normally works is counted as work time, even if it falls on a day that is normally a nonworking day for the employee (for example, a Saturday or Sunday). On the other hand, if the travel occurs during the hours that are outside the employee's regular work day, it need not be counted as hours worked, unless, of course, the employee actually performs work for the employer while traveling during these regularly unscheduled hours. **If travel involves air travel, travel time will include two (2) hours for departure and two (2) hours for arrival as hours worked, provided that such departure and arrival time is not part of the employees regular work day.** Only travel time, as described in this paragraph, and actual hours worked will count as work hours. Hours for other time spent out of town, such as meals, entertainment and sleep, shall not count as work time.~~

Section 8. Section 3.11, Transfers and Demotions, of the Parker Personnel Manual is amended to read as follows:

3.11 – Transfers and Demotions

In cases where an employee accepts a lateral transfer to a position in the same salary range, there is not an automatic pay change. If the transfer is to a position in a lower salary range (demotion), it may result in a lower pay rate. A decrease, if it occurs, will be effective at the time of the transfer. Salary considerations outlined in the promotion section should be considered with any demotion as well.

Section 9. Section 3.15, Emergency Disruption or Closure of Town Facilities, of the Parker Personnel Manual is amended to read as follows:

3.15 - Emergency Disruption or Closure of Town Facilities

Disruption: When the Town Administrator determines that it is necessary to disrupt normal operating services in the Town because of adverse weather conditions or other emergencies.

When a disruption is declared, nonessential employees will be excused from work duties and may choose to leave work early or not report to work. Essential employees should report to work as scheduled or directed. Department Directors will determine whether their employees are essential or nonessential.

Payroll

Nonessential, nonexempt employees

- An employee who chooses not to report to work or leave early must use their available accumulated leave if necessary to reach forty (40) hours for the week.
- Leave without pay may be used only if all accumulated leave is exhausted. Accumulated leave shall be used in the following order: (1) comp-time; (2) vacation; ~~(3) personal leave;~~ and ~~(34)~~ sick leave.

Essential, nonexempt employees

- At the employee's option, pre-approved leave (vacation, sick, ~~sick personal;~~ comp-time) that falls within the work week containing an emergency disruption will be paid even if the total hours for the work week exceed forty (40) hours; however, the employee will not be paid pre-approved leave in addition to hours worked on the same day. The leave must have been approved prior to a disruption declaration to be considered pre-approved.
- An employee declared essential must work during the disruption in order to benefit from this policy section.
- Overtime will be calculated using only hours actually worked.

* * *

Closure: When the Town Administrator determines that it is necessary to close one or more Town facilities due to adverse weather conditions or other emergencies.

When a closure is declared, nonessential employees will be excused from work duties and are ~~encouraged to and should~~ **required to** leave work early or not report to work. Essential employees should report to work as scheduled or directed. Department Directors will determine whether their employees are essential or ~~non-essential~~ **nonessential**.

Payroll

Nonessential, nonexempt employees

- Employees will be paid at their regular pay rate for the duration of the closure for the hours they would have normally worked based on their normal work schedule, provided these hours do not cause the employee to exceed forty (40) hours for the work week.
- Employees will not be required to utilize leave (~~comp-time~~~~sick~~, ~~sick personal~~, vacation or ~~comp-time~~~~sick~~) for the hours that the closure is in effect and can only use leave to reach a total of forty (40) hours in a work week.
- Nonessential employees who ~~choose to work during a closure will only be paid for the hours worked and will not be paid the additional number of hours that is paid to those employees who did not work~~ **disregard this policy may be subject to discipline.**
- Overtime will be calculated using only hours actually worked.

Essential, nonexempt employees

- Employees will be paid at their regular pay rate for the duration of the closure for the hours worked.
- At the employee's option, pre-approved leave (~~comp-time~~, vacation, sick, ~~sick personal~~, ~~comp-time~~) that fall within the work week containing a closure will be paid even if the total hours exceed forty (40) hours; however, the employee will not be paid pre-approved leave in addition to hours worked on the same day. The leave must have been approved prior to an anticipated closure declaration to be considered pre-approved.
- As special consideration for working during a closure, employees will receive an additional number of hours of pay that correspond to the closure period. The number of hours granted under this provision will be determined by the Town Administrator and will not exceed eight (8) hours per day at the employee's regular rate of pay.
- Overtime will be calculated using only hours actually worked.

Nonessential, exempt employees

- Employees will be paid their regular salary.
- Employees will not be required to utilize leave (~~sick~~, ~~sick personal~~, vacation or ~~comp-time~~ ~~sick~~) for the hours that the closure is in effect.
- Nonessential, exempt employees who choose to work during a closure will only receive their regular salary and will not be considered for additional pay.

Essential, exempt employees

- Employees will be paid their regular salary.

- Employees will not be required to utilize leave (**vacation or sick, ~~sick personal, vacation or comp-time~~**) for the hours that the closure is in effect.
- As special consideration for working during a closure, employees may receive premium pay. Employees who receive this premium pay and the amount of premium pay will be determined by the Town Administrator.

* * *

Section 10. Section 4.1, Insurance and Retirement Benefits, of the Parker Personnel Manual is amended to read as follows:

4.1– Insurance and Retirement Benefits

The Town offers various insurance and retirement benefit plans to eligible employees. Subject to the terms and conditions of those plans and the summary plan descriptions, **B**below is a list of the Town’s current benefits, which are subject to annual budget and appropriations by Town Council.

Section 11. Section 4.4, Vacation, of the Parker Personnel Manual is amended to read as follows:

4.4 – Vacation

* * *

Vacation Leave Prior to Completion of 1 Year of Service: Full and part-time (benefited) employees who wish to take a vacation before it is earned may take paid leave as described below in this section with the approval of the Department Director or, where applicable, the Town Administrator.

At the discretion of the Department Director, an employee may take up to one (1) week of their accrued vacation leave after three (3) months of employment. This is provided that the employee’s performance for the first three (3) months is “**Competent—Achieves Expectations**” or better, based on the Town’s Performance Evaluation system. Granting such vacation leave in no way obligates the Town to retain the employee.

* * *

Maximum Accrual for Regular Full-Time Employees: Employees are encouraged to use their vacation leave during the calendar year in which it is earned. The maximum accrual of vacation days shall not exceed two hundred sixteen (216) hours or twenty seven (27) days. Any vacation leave in excess of **two hundred sixteen** ~~one hundred sixty~~ (216) hours will be removed from the employee’s leave balance if not used by the employee by the last pay period or partial pay period of the calendar year.

* * *

Section 12. Section 4.6, Family and Medical Leave (FMLA) of the Parker Personnel Manual is amended to read as follows:

4.6– Family and Medical Leave (FMLA)

If an employee qualifies for family and medical leave, the employee's accrued sick, vacation, ~~personal leave~~, or qualifying injury leave shall be taken concurrently with family and medical leave.

* * *

Leave Benefits While on FMLA: Employees shall utilize their sick or vacation benefits while on ~~paid~~ leave until exhausted, except that an employee may reserve up to forty (40) hours of vacation leave for use after the family and medical leave has ended. While the employee is on **Short Term Disability or leave without pay**leave, sick and vacation benefits will not accrue.

* * *

FMLA Extension: If the initial family and medical leave is insufficient, the Town will consider a request for no more than a 60-day extension. The employee must comply with the notice requirement, the medical certification, the medical recertification and the statement of intent to return to work provided in this section. The Town Administrator shall only grant an extension if the anticipated work load, staffing considerations and the operation of the Town permit the employee to remain absent during this time. The Town Administrator may also take into consideration the employee’s attendance and performance record.

Subject to the terms, conditions, and limitations of the applicable health insurance plan, the Town will provide health insurance benefits during the ~~first month~~**time** of the requested extension. ~~After this time, the employee shall be responsible for the full cost of the insurance plans they are currently participating in.~~

* * *

Section 13. Section 4.11, Witness duty, of the Parker Personnel Manual is amended to read as follows:

4.11– Witness duty

* * *

Employees will be granted time off to appear in court as a witness when subpoenaed in a court action which is not related to the employee’s position with the Town. Employees shall use any available vacation ~~or personal leave~~ to receive compensation for the period of this absence. A copy of the subpoena

should be presented to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, when necessary, to accommodate the employee's absence. The employee is expected to report to work whenever the court schedule permits.

Section 14. Section 4.16, Workers' Compensation, of the Parker Personnel Manual is amended to read as follows:

4.16– Workers' Compensation

* * *

Insurance Benefits While on Leave: While the employee is on leave the Town will continue the employee's insurance benefits on the same terms ~~as if the employee were not on leave~~ **in accordance with the Family and Medical Leave provision of Section 4.6.** Once an employee has exhausted his/her leave benefits and the leave becomes unpaid, he/she is required to pay their insurance premiums. Employees shall make payment arrangements by contacting the Human Resources Department.

* * *

Section 15. Section 5.8, Harassment, of the Parker Personnel Manual is amended to read as follows:

5.8 – Harassment

* * *

Reporting Harassment: If an employee believes he/she has been subjected to harassment or observes harassment of another employee and has been unsuccessful in or uncomfortable addressing the issue directly with the person initiating the unwelcome behavior, he/she should report the incident to his/her supervisor, the Department Director or the Human Resources Director or authorized designee. An employee should not attempt to resolve incidents observed or heard about from others, but it is expected first to report the matter promptly. Any supervisor or Department Director who receives a report shall relay it to the Human Resources Director or authorized designee immediately.

If a complaint of discrimination or harassment is brought to the Town's attention, the Town's policy is to investigate all **such material** complaints. To the extent possible, an investigation will be handled in confidence. However, the Town cannot promise anonymity to persons who report harassment.

* * *

Section 16. Section 8.3, Written Reprimand, of the Parker Personnel Manual is amended to read as follows:

8.3 – Written Reprimand

A Department Director, or designee, may initiate a written reprimand when a verbal reprimand has not resulted in the desired change or when, in the opinion of the Department Director, or designee, the situation warrants. The written statement should contain a description of the problem or incident, including documentation of any previous warnings or reprimands, and the time period in which the employee must accomplish corrective action. The appropriate form to record the reprimand should be obtained from the Human Resources Department. A copy of the reprimand, signed by the employee to indicate receipt, should be forwarded to the Human Resources Department immediately following the discussion with the employee for inclusion in the employee's personnel file. The employee may respond to the reprimand in writing.

Prior to taking action, the Department Director, or designee, shall advise the Human Resources Director or authorized designee of his/her proposed course of action before meeting with the employee.

Section 17. Section 8.4, Administrative Leave, of the Parker Personnel Manual is amended to read as follows:

8.4 – Administrative Leave

An employee may be placed on Administrative Leave with or without pay pending an investigation involving a policy violation or significant performance issue. The Department Director, or designee, in consultation with the Human Resources Director, will determine whether to place an employee on Administrative Leave with or without pay based on the nature, scope and severity of the alleged violation. The determination to place an employee on administrative leave with pay shall not necessarily be deemed a disciplinary action within the meaning of Article 8 of this Personnel Manual.

* * *

Section 18. Section 8.5, Suspension, of the Parker Personnel Manual is amended to read as follows:

8.5 – Suspension

Suspensions eighty (80) hours or less:

In the event that the Department Director, or designee, determines that a major infraction has occurred, or when other disciplinary action has not corrected the situation, a nonexempt, or exempt, employee may be suspended with or without pay (in accordance with FLSA regulations) by the Department Director, or designee. Prior to taking action, the Department Director, or designee, shall review his/her proposed course of action with the Human Resources Director.

On or before the effective date of the suspension, the employee should be presented with a written notice, obtained through the Human Resources Department, stating the reason for the action. The Department Director, **or designee**, shall meet with the employee. At such meeting, the Department Director, **or designee**, shall provide the employee with the opportunity to respond to the allegations and present information regarding mitigating circumstances. It is not intended that this meeting constitute a formal hearing, but to give the employee notice of the proposed action and give him/her the opportunity to meet and exchange information with the Department Director, **or designee**. No formal procedural requirements are permitted for this meeting, including employee representation, meeting recordation, or witness examination.

In the event the suspension is sustained after the meeting, the employee shall be provided notice of the dates of suspension and further disciplinary action to be taken. A copy of the suspension notice must be submitted to the Human Resources Department for inclusion in the employee's personnel file. If officially exonerated, the employee will be compensated for unpaid suspension.

Suspensions for more than eighty (80) hours: Suspension in excess of eighty (80) hours may not be delegated by the Director. All other aspects of section 8.5 - Suspension apply.

* * *

Section 19. Section 9.4, Grievances Appealable to the Department Director, of the Parker Personnel Manual is amended to read as follows:

9.4 – Grievances Appealable to the Department Director

Grievances that are not specifically defined in Section 9.3 above shall only be appealed to the Department Director of the employee. These grievances include, but are not limited to: hiring decisions, transfers, promotions, appointments, evaluations and merit increases, outside employment, verbal reprimand ~~and~~, written reprimand, **and suspensions eighty (80) hours or less that are not determined by the Director.**

Section 20. **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 21. **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 22. 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



REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-067 - A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

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

John Fussa *G. Randolph Young*
John Fussa, Community Development Director **G. Randolph Young, Town Administrator**

ISSUE:

The Town is required by state law to annually update the Town of Parker Three-Mile Area Plan (Plan). This Plan, originally adopted by Town Council in 2006, was developed to comply with the Colorado Municipal Annexation Act of 1965.

PRIOR ACTION:

Town Council approved the 2015 Three-Mile Area Plan Update on November 02, 2015. Council has approved previous annual updates since the Plan’s adoption in 2006.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Town of Parker Three-Mile Area Plan is a general annexation plan prepared for the purpose of complying with the Municipal Annexation Act of 1965 that ensures municipalities are able to provide services in newly annexed areas. The Plan is intentionally brief since the Town has an Urban Growth Area boundary established through an Intergovernmental Agreement (IGA) with Douglas County, and the Parker 2035 Master Plan which already address many of the above requirements.

The Plan is divided into four (4) chapters: Transportation; Parks, Natural Areas and Open Land Related Areas; Utilities and Related Items; and Proposed Land Use.

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions within the Three-Mile Plan area.

RECOMMENDATION:

Planning Commission reviewed this resolution at their regular meeting on November 10, 2016 and recommended unanimously that Town Council adopt the Three-Mile Area Plan Update. Staff recommends approval of Resolution No. 16-067 to adopt the Three-Mile Area Plan Update.

PREPARED/REVIEWED BY:

Mary Munekata, Associate Planner; Carolyn Washee-Freeland, Associate Planner; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:

1. Resolution No. 16-067
2. Planning Commission Staff Report

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-067, as a part of the consent agenda."

RESOLUTION NO. 16-067, Series of 2016

TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER, COLORADO, THREE-MILE AREA PLAN

WHEREAS, the Municipal Annexation Act of 1965 provides that municipalities need a three-mile area plan (the "Plan");

WHEREAS, the Plan should generally describe the proposed location, character and extent of roads, bridges, parks, open spaces, public utilities and transportation facilities within the three-mile plan area; and

WHEREAS, the Municipal Annexation Act of 1965 requires the Plan to be updated at least once annually.

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 adopts the Three-Mile Area Plan, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Exhibit A



Three-Mile Area Plan

for the Town of Parker, Colorado



Updated: November 2016

Table of Contents

- I. Introduction**
- II. Transportation**
- III. Parks, Natural Areas, and Open Land Related Items**
- IV. Utilities and Related Items**
- V. Proposed Land Uses**

Maps

Map 1 – Surrounding Jurisdictions

Map 2 – Transportation Facilities

Map 3 – Significant Waterways

Map 4 – Significant Parks

Map 5 – Water and Sanitation Districts

Map 6 – County Zoning

I. Introduction

The Town of Parker Three-Mile Area Plan (the "Plan") is a policy document developed to comply with the Municipal Annexation Act of 1965. The purpose of this Plan is to ensure the adequate provision of municipal services within newly annexed lands based on Section 31-12-105(e)(I) of the Colorado Revised Statutes which provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Town of Parker’s Three-Mile Area Plan is described in Map 1 which is attached hereto.

The Plan is divided into four (4) chapters:

- Transportation;
- Parks, Natural Areas and Open Land Related Areas;
- Utilities and Related Items; and
- Proposed Land Use.

Each of these chapters refers to plans, policies, maps and other documents that have been adopted by the Town of Parker and other jurisdictions within the Three-Mile Plan area. These plans, policies, maps and documents describe the proposed location, character and extent of specific infrastructure and development characteristics.

II. Transportation

The following documents relate to the transportation specific issues of the Plan:

Streets, Bridges and Parkways:

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker Transportation Master Plan
- Town of Parker Bike Lane Plan
- Town of Parker Greater Downtown District Circulation Network Visionary Plan
- Town of Parker Salisbury Estates Neighborhood Objective
- Douglas County Comprehensive Master Plan 2035
- Douglas County 2030 Transportation Plan
- Douglas County Comprehensive Bike Plan/Map
- Arapahoe County Comprehensive Plan
- Arapahoe County Transportation Plan
- City of Aurora Comprehensive Plan
- City of Castle Pines Comprehensive Plan 2016
- City of Centennial Comprehensive Plan
- City of Centennial Short Term Transportation Plan
- City of Lone Tree Comprehensive Plan
- Town of Castle Rock 2020 Comprehensive Plan
- Town of Castle Rock Transportation Plan
- Elbert County Master Plan
- West Elbert County Transportation Master Plan

Transit Services and Terminals for Public Transportation:

- Town of Parker Transit Feasibility Study
- Town of Parker Fixed Guideway Transit Study
- Regional Transportation District Southeast Corridor Service Plan

Aviation Fields:

- The attached map entitled “Map 2: Transportation Facilities, Three-Mile Area Plan” locates the sole airport within the Plan, Centennial Airport.

Other Public Ways:

- Town of Parker Open Space, Trails and Greenways Master Plan
- Douglas County Parks Trails and Open Space Plan
- Elbert County Open Lands, Parks and Trails Plan.

III. Parks, Natural Areas, and Open Land Related Items

The following documents relate to issues regarding parks, natural areas, and open land related items within the Town of Parker and in unincorporated areas in the Plan:

Waterways:

- The attached map entitled “Map 3: Significant Waterways, Three-Mile Area Plan” locates all significant waterways within the Plan
- Town of Parker Municipal Code
 - 13.10.220 Streamside Protection Standards
 - 13.05.010 Floodplain Regulations
- Cherry Creek Basin Open Space Conservation and Stewardship Plan
- Town of Parker Storm Drainage and Environmental Criteria Manual

Waterfronts:

Any and all waterfronts associated with waterways within the Plan area.

Playgrounds, Squares and Parks:

- The attached map entitled “Map 4: Significant Parks, Three-Mile Area Plan Boundary” locates all significant parks within the Plan.

Open Space:

- Town of Parker Open Space, Trails and Greenways Master Plan
- Douglas County Parks Trails and Open Space Plan
- Elbert County Open Lands, Parks and Trails Plan
- Arapahoe County Open Space Master Plan

IV. Utilities and Related Items

The following documents relate to issues regarding utilities and related items for the Plan:

Public Utilities*:

- The attached map entitled “Map 5: Water and Sanitation Districts, Three-Mile Area Plan”
- Parker Water and Sanitation District 2009 Water and Sanitation Plan

Terminals for water, light, sanitation, transportation and power provided by the municipality:

- Town of Parker 2035 Master Plan

** Most water and sanitation districts located within the 3-mile area have service plans that are not referenced in this chapter. The Special District Control Act, requiring special districts to have a service plan, has been in existence since 1965 and was updated in 1981. Under C.R.S. § 32-1-208, Districts organized without a service plan are more or less deemed to have a service plan called a "statement of purposes." Districts with a "statement of purposes" for a service plan are not listed in this document.*

V. Proposed Land Uses

The following documents relate to issues regarding proposed land uses within the Town of Parker and in unincorporated areas in the Plan:

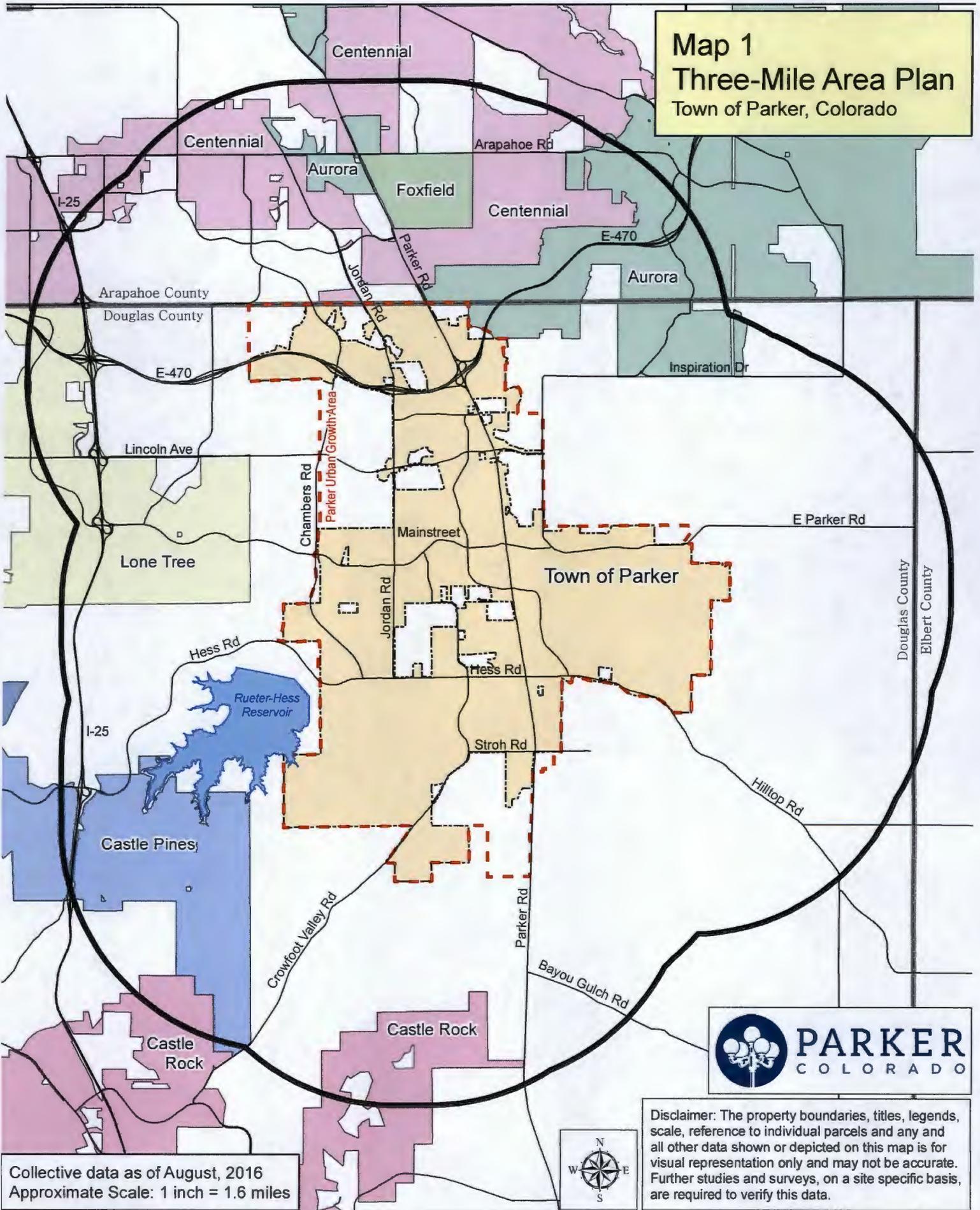
Land Uses defined within the Urban Growth Area:

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker and Douglas County Third Amendment to Intergovernmental Agreement and Comprehensive Development Plan
- Douglas County Comprehensive Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

Land Use defined outside the Urban Growth Area:

- Douglas County Comprehensive Plan
- Town of Parker and Douglas County Third Amendment to Intergovernmental Agreement and Comprehensive Development Plan
- Arapahoe County Comprehensive Plan
- Elbert County Master Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

Map 1
Three-Mile Area Plan
 Town of Parker, Colorado

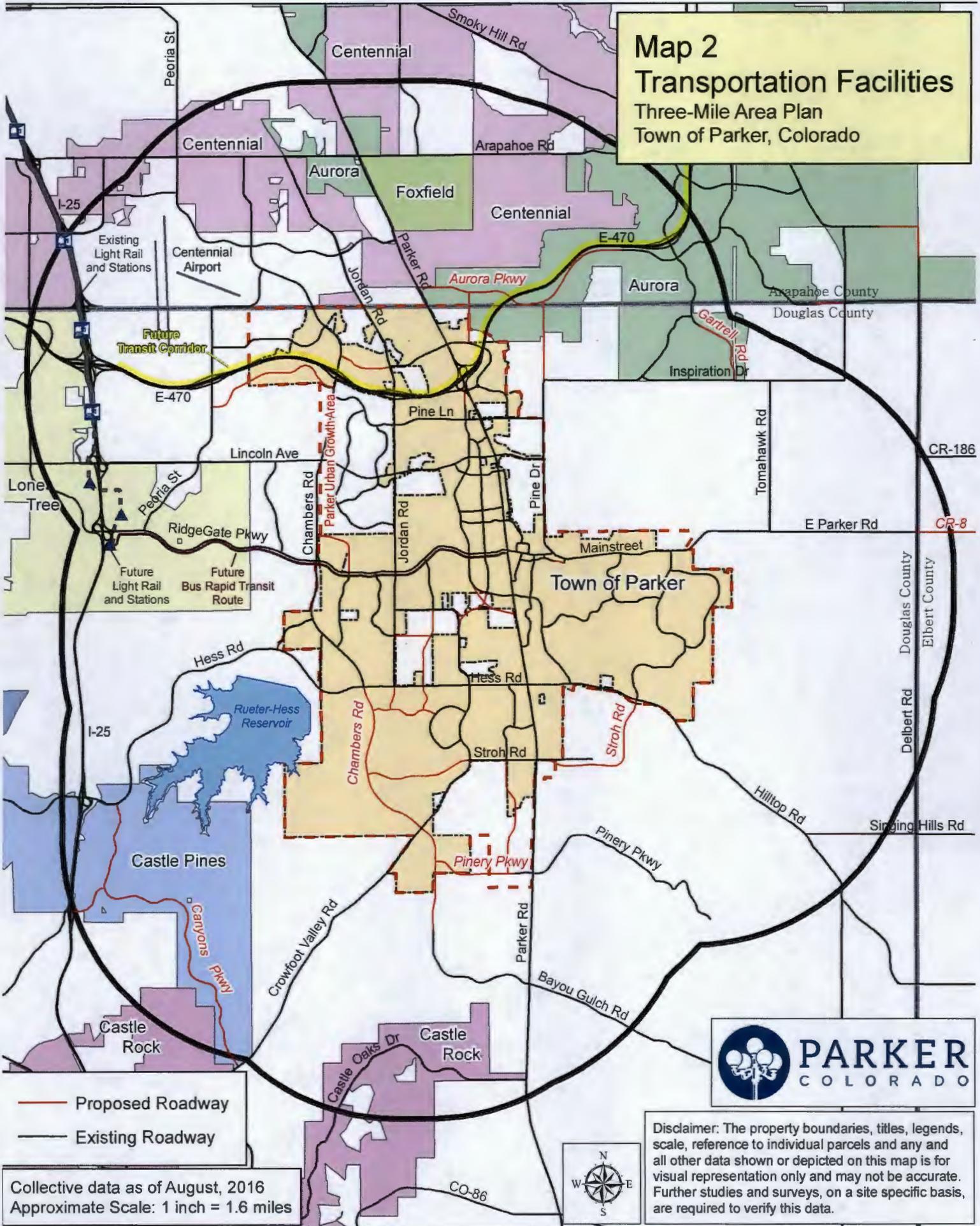


Collective data as of August, 2016
 Approximate Scale: 1 inch = 1.6 miles

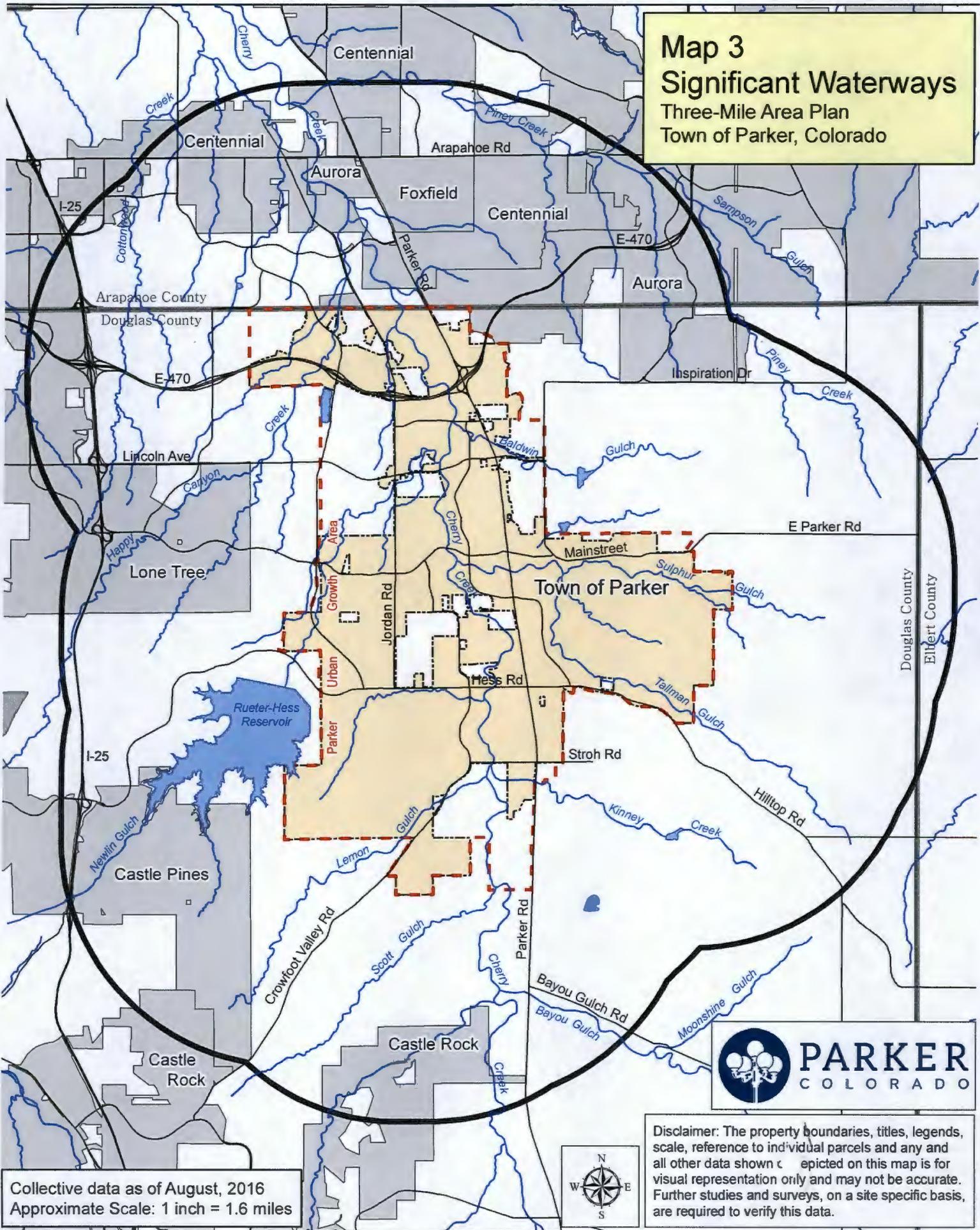


Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 2 Transportation Facilities Three-Mile Area Plan Town of Parker, Colorado



Map 3
Significant Waterways
 Three-Mile Area Plan
 Town of Parker, Colorado

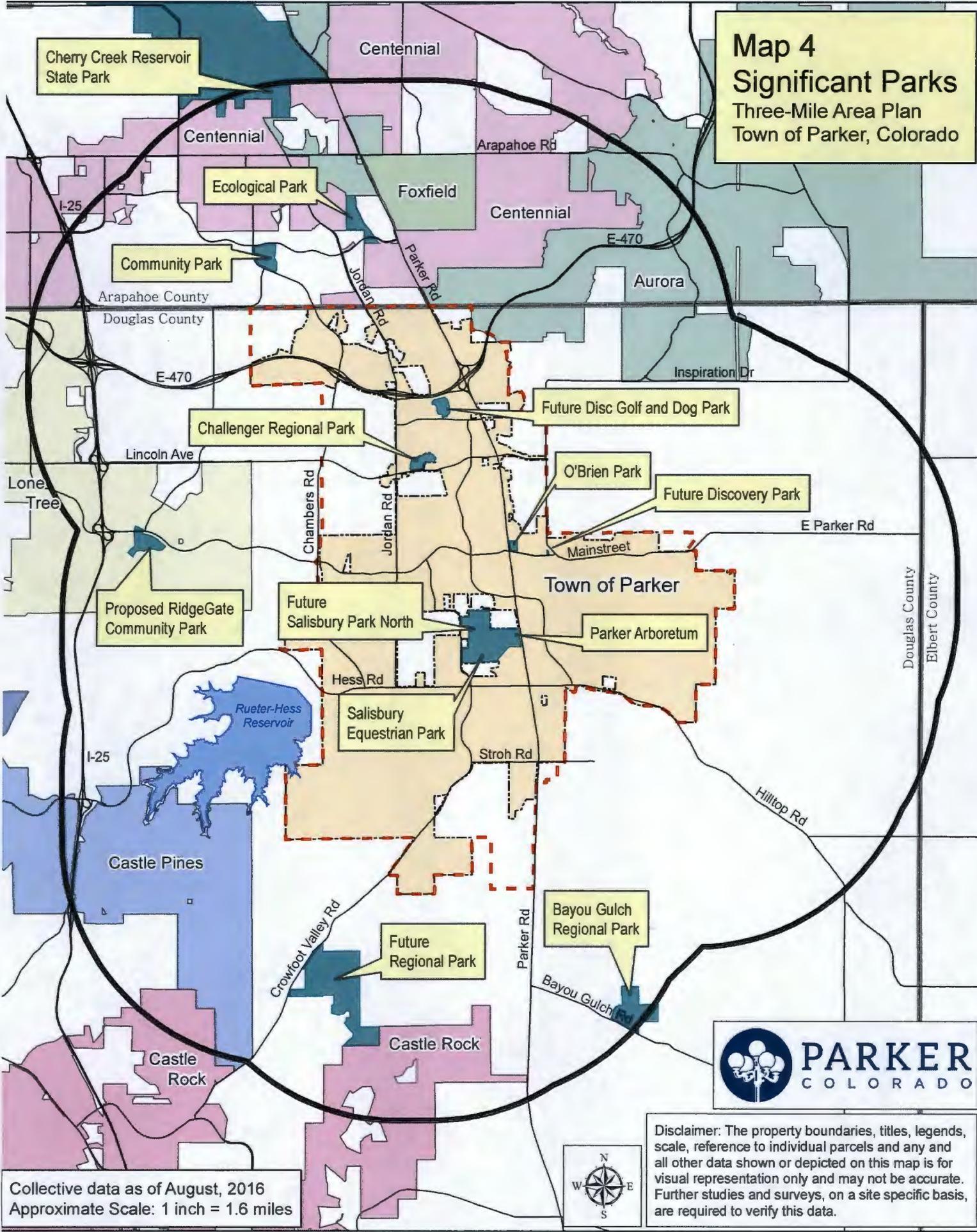


Collective data as of August, 2016
 Approximate Scale: 1 inch = 1.6 miles



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 4
Significant Parks
 Three-Mile Area Plan
 Town of Parker, Colorado

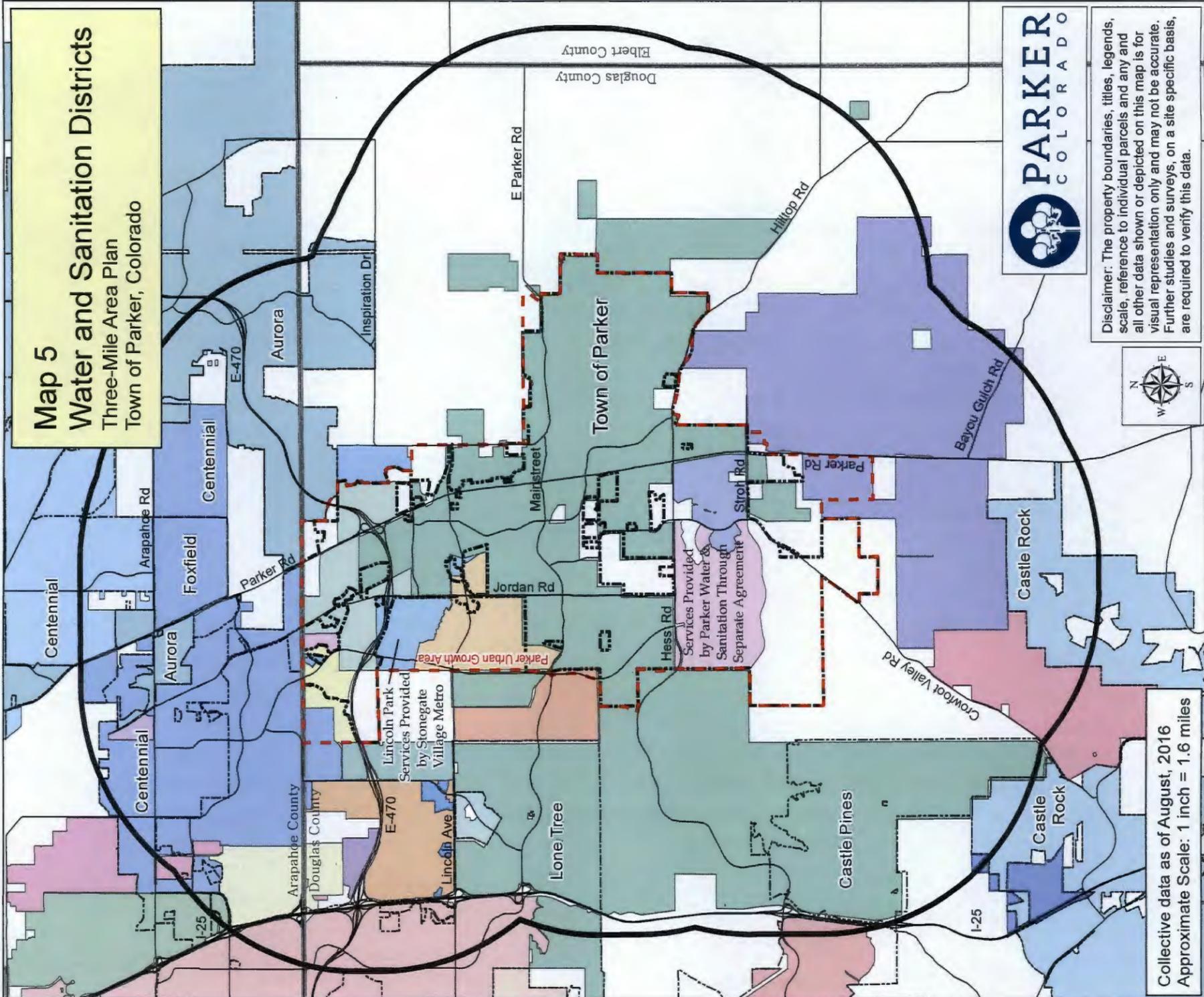


Collective data as of August, 2016
 Approximate Scale: 1 inch = 1.6 miles



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 5
Water and Sanitation Districts
 Three-Mile Area Plan
 Town of Parker, Colorado



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.



Collective data as of August, 2016
 Approximate Scale: 1 inch = 1.6 miles

Water & Sanitation Districts

- Airport Vista Metro District 2
- Arapahoe County Water & Wastewater Authority
- Aurora Water
- Castle Pines North Metro District
- Castlewood Water & Sanitation District B
- Cherry Creek South Metro District 1
- Cherry Creek South Metro District 2-11
- Compark Business Campus Metro
- Compark Business Campus Metro Dist Debt Svc 1 & 2
- Cottonwood Water & Sanitation District
- Crowfoot Valley Ranch Metro District 2
- Denver SE Suburban Water & Sanitation District
- E-470 Potomac Metro District
- East Cherry Creek Valley Water & Sanitation Dist
- East Valley Water & Sanitation District
- Havana Water & Sanitation District
- Inverness Water & Sanitation District
- Inverness Water & Sanitation District Debt Service
- Inverness Water & Sanitation District Debt Svc 2
- Lincoln Park Metro District
- Lincoln Park Metro District Debt Service
- Meridian Metro Debt Service 1 & 2
- Meridian Metro District
- Meridian Village Metro District 2
- North Meridian Metro District
- Parker Water & Sanitation District
- Sierra Vista Douglas Mutual Water Co
- Silver Heights Water & Sanitation District
- South Meridian Metro District Debt Service 1-3
- Southgate Water & Sanitation District
- Southgate Water District
- Stonegate Village Metro District
- Town of Castle Rock

Arapahoe County Zoning

- A-1 (Agriculture)
- A-2 (Agriculture)
- B-5 (Business)
- F (Floodplain)
- I-1 / I-1 PUD (Industrial)
- M-U PUD / MDP (Mixed Use)
- O (Office)
- R-1 (Residential)
- R-3 / R-3 PUD (Residential)
- R-4 / R-4 PUD (Residential)
- R-A (Residential - Agriculture)
- R-E (Residential - Estate)
- R-P / R-P PUD (Residential)
- R-PH (Residential - High Density)
- R-PM / R-PM PUD (Residential - Moderate Density)
- R-PSF (Residential - Single Family)
- U.S.A. (Federal Land)

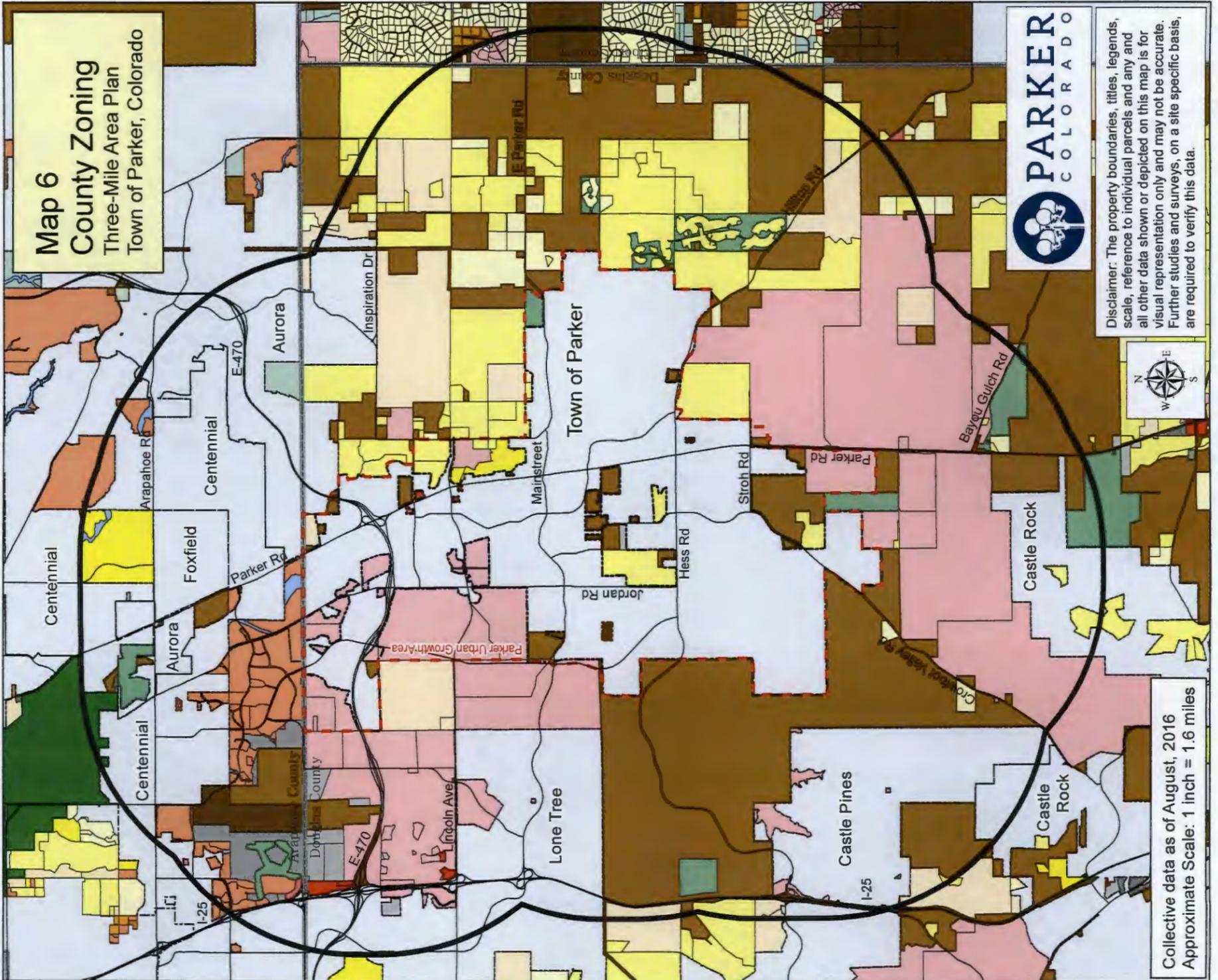
Elbert County Zoning

- A (Agriculture)
- AR (Agriculture - Residential)
- B (Business)
- C (Commercial)
- PUD (Planned Unit Development)
- RA (Residential - Agriculture)
- RA-1 (Residential - Agriculture)
- ROW (Right-of-way)
- XX (Illegal Zoning)

Incorporated Areas

Douglas County Zoning

- A1 (Agriculture)
- B (Business)
- C (Commercial)
- ER (Estate Residential)
- GI (General Industrial)
- LI (Light Industrial)
- LRR (Large Rural Residential)
- OS (Open Space)
- PD (Planned Development)
- RR (Rural Residential)
- SR (Suburban Residential)



Map 6
County Zoning
 Three-Mile Area Plan
 Town of Parker, Colorado



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Collective data as of August, 2016
 Approximate Scale: 1 inch = 1.6 miles



**Community Development Department Memorandum
Comprehensive Planning Division**

To: Town of Parker Planning Commission
From: Mary Munekata, Associate Planner *mm*
Carolyn Washee-Freeland, Associate Planner *CWF*
Bryce Matthews Planning Manager *BM*
Through: Jason Rogers, Deputy Community Development Director *JRR*
Date: November 10, 2016
Regarding: Public Meeting:
Three-Mile Area Plan – Annual Update

**Section I.
Subject & Proposal:**

Proposal: Recommendation to Town Council regarding the Town of Parker’s annual Three-Mile Area Plan Update.

**Section II.
Background:**

Background: The Town of Parker Three-Mile Area Plan (the ‘Plan’), originally adopted by Town Council in 2006, is a plan document developed to comply with the Municipal Annexation Act of 1965. State law also requires that the Plan be updated annually. Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

Section III.

Analysis:

The Town of Parker Three-Mile Area Plan was prepared for the purpose of complying with the Municipal Annexation Act of 1965 which is intended to ensure that municipalities are able to provide services in newly annexed areas. The Plan is brief since the Town has an Urban Growth Boundary, an Intergovernmental Agreement (IGA) with Douglas County, and a Comprehensive Master Plan which already address many of the above requirements.

The Plan is divided into four (4) chapters:

- Transportation
- Parks, Natural Areas and Open Land Related Areas
- Utilities and Related Items
- Proposed Land Use

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions within the Three-Mile Plan area.

What this document does:

- References planning documents from the Town of Parker and nearby jurisdictions
- Complies with state law

What this document does not do:

- Change our Master Plan
- Change our Urban Growth Area
- Change our regulations or zoning
- Change our existing intergovernmental agreement (IGA)
- Obligate us to change any of the above

Section IV.

Recommendation:

Staff recommends that the Planning Commission recommend Town Council adopt the Three-Mile Area Plan Update.

Section VI.

Attachments:

Three-Mile Area Plan including maps reflecting annual changes

Section VII
Proposed Motion(s):

“I move that the Planning Commission recommend that Town Council adopt the Three-Mile Area Plan Update.”



ITEM NO: 6G
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-068. A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM 20 MILE CENTRAL, LLP, FOR OVERHEAD FESTOON LIGHTING CABLES

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

A handwritten signature in blue ink, appearing to read "Weldy Fezell", written over a horizontal line.

Weldy Fezell, Business Retention and Marketing Manager

A handwritten signature in blue ink, appearing to read "G. Randolph Young", written over a horizontal line.

G. Randolph Young, Town Administrator

ISSUE:

The license and easement agreement is required to facilitate that Mainstreet overhead decorative lighting project.

PRIOR ACTION:

April 4, 2016, Town Council approved Resolution 16-025, single source contract for the Mainstreet Overhead Decorative Lighting Project.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

In the fall of 2015 the Economic Development Department was directed to find vendors that could engineer and install permanent decorative lighting over Mainstreet. After reaching out to lighting companies, YESCO was identified as the only local company that could provide design, engineering and installation of the lighting system. Since April 2016, Economic Development staff has worked with the impacted property owners on Mainstreet to obtain approval for attaching the festoon lights to the buildings and obtain approval for installation of poles outside of the public right-of-way.

The property owners, 20 Mile, LLLP are conveying the overhead lighting agreement allowing the Town to attach the lighting system cables and mounting plates on the north side of Mainstreet directly to their buildings. With the varying heights of the buildings along Mainstreet there will also be additional support added to the parapet wall to insure the building and the lights remain structurally sound and able to withstand 100 mph winds.

Mainstreet Overhead Lighting Project Description:

- Standard LED warm white festoon system along both north and south sides of Mainstreet from Victorian Drive to the West and S. Pikes Drive to east with (22) lighting spans across Mainstreet.
- Supply and install two each 25' support poles for light strings on south side of street
- Fabrication, painting and installation of a variety of attachment plates for building penetrations and mounting of support cables to hold light strings including: steel shackle, wire rope thimbles and galvanized wire rope

Due to the lead time to manufacture the materials, the decorative lighting is not anticipated to be installed and operational until April of 2017.

RECOMMENDATION:

Staff recommends approval of Resolution 16-068

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney

ATTACHMENTS:

1. Resolution 16-068 (1 page)
2. Façade License and Overhead Easement Agreement (5 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-068, as a part of the consent agenda."

ATTACHMENT 1

RESOLUTION NO. 16-068, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM 20 MILE CENTRAL, LLLP, FOR OVERHEAD FESTOON LIGHTING CABLES

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement from 20 Mile Central, LLLP, for overhead festoon lighting cables;

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 20 Mile Central, LLLP, for overhead festoon lighting cables, as provided in the Façade License and Overhead 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

ATTACHMENT 2

FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT

THIS FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 2016, by and between 20 Mile Central, LLLP, a Colorado limited liability partnership ("Owner") and the Town of Parker, Colorado, a home rule municipal corporation (the "Town").

1. License and Easement. For and in consideration of the rents, covenants, agreements and conditions to be kept and performed by the Town, Owner does license and grant to the Town the right to install, maintain and permanently attach [twenty-two (22)] overhead mounted festoon lighting cables (the "Lighting Cables") to the improvements (the "Improvements") on the real property owned by Owner and described on Exhibit A attached hereto and incorporated herein (the "Property"), together with an easement and right of way across the Property for such Lighting Cables in the manner and subject to the terms and conditions described in this Agreement. The rights granted to the Town hereunder expressly include a right of access at all times across the Property and to and from the Improvements for the purpose of installing, constructing, reconstructing, repairing, removing, renewing, altering, changing, and operating said Lighting Cables.

2. Installation. The Town has submitted to Owner detailed plans and specifications, together with drawings showing the proposed wall connection, attachment mechanism, plate types, cable specification, general overhead location and other details of the installation. All such plans and specifications have been approved by Owner. Unless otherwise approved by Owner in writing, all Lighting Cables shall be attached to the exterior of the Improvements in accordance with such approved plans and specifications. After installation, the Town shall not materially modify the placement of the Lighting Cables or the connections thereto without Owner's prior written consent.

3. Term. Unless sooner terminated as provided herein, the rights, privileges and authority hereby granted shall continue and be in force until such time as the Town permanently removes said Lighting Cables from the Improvements or otherwise permanently abandons the Lighting Cables, at which time all such rights, title, privileges and authority hereby granted shall terminate.

4. Owner's Rights. Owner reserves all rights of ownership with respect to the Improvements and the Property provided that the exercise of such rights does not materially impact the access to, functionality, operation or attachment of the Lighting Cables for their intended purpose. Owner shall not undertake any modification or repair to the Improvements or the Property that requires alteration or removal of the Lighting Cables or any component thereof without the Town's prior consent and approval. Owner shall not construct any structure, landscaping, addition, modification or fire hazard on the Property that could interfere with the intended operation of the Lighting Cables. The rights granted to the Town hereunder expressly include the right at all times to cut and trim brush, trees or other plants standing or growing upon the Property which, in the opinion of the Town, interfere with the maintenance or operation of the Lighting Cables, or constitute a menace or danger to said Lighting Cables.

5. Costs and Maintenance. The Town, at its expense, agrees to keep the Lighting Cables in good condition and repair and shall be responsible, as provided by law, for any damage to the Improvements or the Property caused directly by the installation, maintenance, repair or removal of the Lighting Cables. Subject to the casualty provisions set forth below, Owner, at its expense, agrees to keep the façade supporting the Lighting Cables clean, and in good repair.

6. No Assignment. Neither this Agreement nor any interest herein may be assigned by the Town without the prior consent of Owner.

7. Fire or Other Casualty. If the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty in a manner that does not materially affect the operation or functionality of the Lighting Cables, this Agreement shall remain in full force and effect and Owner shall repair such damage in a manner that does not materially impact the operation or functionality of the Lighting Cables. If the Improvements are destroyed, or the damage, destruction or other casualty shall be so extensive as to require removal or modification to the Lighting Cables or their attachment to the of the Improvements, the Town and Owner shall work together to determine if the affected portion of the Lighting Cables can be relocated, rebuilt, or reconfigured in accordance with plans and specifications approved by both the Town and Owner, in which case the parties shall enter into a modification to this Agreement if necessary to reflect such changes. If the affected portion of the Lighting Cables cannot be relocated, rebuilt, or reconfigured, then either party may elect to terminate this Agreement with respect to the affected Lighting Cables by written notice given within ninety (90) days after the occurrence of such damage or destruction. The parties hereby waive all rights of subrogation against one another, and agree to execute whatever other documents are reasonably required to carry out this mutual waiver of subrogation.

8. Condition of Improvements on Termination. The Town agrees to surrender the Improvements upon termination of this Agreement in the same condition as at the commencement of this Agreement; ordinary wear and tear, damage not caused by the Town and any alterations made with Owner's consent, excepted. The Town agrees to remove the Lighting Cables from the Improvements upon such expiration.

9. Rights of Successors and Assigns. The covenants and agreements contained in the within Agreement shall be binding on the Property and apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives.

10. Recording. Either party to this Agreement may record this Agreement or a summary thereof, in the records of the office of the Clerk and Recorder of the County of Douglas, State of Colorado.

11. Notices. All notices required to be given or desired to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight courier service such as Federal Express or similar courier service, addressed as follows:

TOWN:

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

PARKER CENTRAL AREA FILLING 8 4TH AMENDMENT LOT 1 BLOCK 1

PARKER CENTRAL AREA FILING 8 4TH AMENDMENT LOT 2 BLOCK 1



ITEM NO: 6H
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-069. A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM ABDALLA I. SULEIMAN, FOR OVERHEAD FESTOON LIGHTING CABLES

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

Weldy Fezell

Weldy Fezell, Business Retention and Marketing Manager

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:
The license and easement agreement is required to facilitate that Mainstreet overhead decorative lighting project.

PRIOR ACTION:
April 4, 2016, Town Council approved Resolution 16-025, single source contract for the Mainstreet Overhead Decorative Lighting Project.

FUNDING/BUDGET IMPACT:
None.

BACKGROUND:
In the fall of 2015 the Economic Development Department was directed to find vendors that could engineer and install permanent decorative lighting over Mainstreet. After reaching out to lighting companies, YESCO was identified as the only local company that could provide design, engineering and installation of the lighting system. Since April 2016, Economic Development staff has worked with the impacted property owners on Mainstreet to obtain approval for attaching the festoon lights to the buildings and obtain approval for installation of poles outside of the public right-of-way.

The property owner, Abdalla I. Suleiman is conveying the overhead lighting agreement allowing the Town to attach the lighting system cables by installing two 25 ft. poles on either side of the Tailgate building, which are located outside of the right-of-way. The installation of poles is required for this portion on the south side of Mainstreet as the current structure's parapet cannot withstand the tension and 100 mph winds.

Mainstreet Overhead Lighting Project Description:

- Standard LED warm white festoon system along both north and south sides of Mainstreet from Victorian Drive to the West and S. Pikes Drive to East with (22) lighting spans across Mainstreet.
- Supply and install two each 25' support poles for light strings on south side of street
- Fabrication, painting and installation of a variety of attachment plates for building penetrations and mounting of support cables to hold light strings including: steel shackle, wire rope thimbles and galvanized wire rope

Due to the lead time to manufacture the materials, the decorative lighting is not anticipated to be installed and operational until April of 2017.

RECOMMENDATION:

Staff recommends approval of Resolution 16-069

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney

ATTACHMENTS:

1. Resolution 16-069 (1 page)
2. Façade License and Overhead Easement Agreement (5 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-069, as a part of the consent agenda."

ATTACHMENT 1

RESOLUTION NO. 16-069, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM ABDALLA I. SULEIMAN, FOR OVERHEAD FESTOON LIGHTING CABLES

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement from Abdalla I. Suleiman, for overhead festoon lighting cables;

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 Abdalla I. Suleiman, for overhead festoon lighting cables, as provided in the Light Pole and Overhead 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

ATTACHMENT 2

FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT

THIS FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT (this "Agreement") is made and entered into this 1st day of November, 2016, by and between Parma, LLC, a Colorado limited liability company ("Owner") and the Town of Parker, Colorado, a home rule municipal corporation (the "Town").

1. License and Easement. For and in consideration of the rents, covenants, agreements and conditions to be kept and performed by the Town, Owner does license and grant to the Town the right to install, maintain and permanently attach eleven (11) overhead mounted festoon lighting cables (the "Lighting Cables") to the improvements (the "Improvements") on the real property owned by Owner and described on Exhibit A attached hereto and incorporated herein (the "Property"), together with an easement and right of way across the Property for such Lighting Cables in the manner and subject to the terms and conditions described in this Agreement. The rights granted to the Town hereunder expressly include a right of access across the Property and to and from the Improvements for the purpose of installing, constructing, reconstructing, repairing, removing, renewing, altering, changing, and operating said Lighting Cables. Such access shall be only at reasonable times that do not disrupt tenant operations and upon not less than forty-eight (48) hours written notice, emergencies excepted.

2. Installation. The Town has submitted to Owner detailed plans and specifications, together with drawings showing the proposed wall connection, attachment mechanism, plate types, cable specification, general overhead location and other details of the installation. All such plans and specifications have been approved by Owner, only to the extent said plans apply to or impact Owner's Property and Improvements. Unless otherwise approved by Owner in writing, all Lighting Cables shall be attached to the exterior of the Improvements in accordance with such approved plans and specifications. After installation, the Town shall not materially modify the placement of the Lighting Cables or the connections thereto without Owner's prior written consent, which shall not be unreasonably withheld.

3. Term. Unless sooner terminated as provided herein, the rights, privileges and authority hereby granted shall continue and be in force until such time as the Town permanently removes said Lighting Cables from the Improvements or otherwise permanently abandons the Lighting Cables, at which time all such rights, title, privileges and authority hereby granted shall terminate. The Town's failure to adequately maintain the Lighting Cables in the condition required hereunder for a period of ninety (90) days after notice from Owner of required repairs, subject to extension for events beyond the reasonable control of the Town, shall be considered abandonment of the Lighting Cables.

4. Owner's Rights. Owner reserves all rights of ownership with respect to the Improvements and the Property provided that the exercise of such rights does not materially impact the access to, functionality, operation or attachment of the Lighting Cables for their intended purpose. Owner shall not undertake any modification or repair to the Improvements or the Property that requires alteration or removal of the Lighting Cables or any component thereof without the Town's prior consent and approval, which shall not be unreasonably withheld.

Owner shall not construct any structure, landscaping, addition, modification or fire hazard on the Property that could interfere with the intended operation of the Lighting Cables. The rights granted to the Town hereunder expressly include the right at all times to cut and trim brush, trees or other plants standing or growing upon the Property which, in the opinion of the Town, interfere with the maintenance or operation of the Lighting Cables, or constitute a menace or danger to said Lighting Cables.

5. Costs and Maintenance. The Town, at its expense, agrees to keep the Lighting Cables in good condition and repair and shall be responsible, as provided by law, for any damage to the Improvements or the Property caused by the installation, maintenance, repair or removal of the Lighting Cables. Subject to the casualty provisions set forth below, Owner, at its expense, agrees to keep the façade supporting the Lighting Cables clean, and in good repair.

6. No Assignment. Neither this Agreement nor any interest herein may be assigned by the Town without the prior written consent of Owner.

7. Fire or Other Casualty. If the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty in a manner that does not materially affect the operation or functionality of the Lighting Cables, this Agreement shall remain in full force and effect and Owner shall repair such damage in a manner that does not materially impact the operation or functionality of the Lighting Cables. If the Improvements are destroyed, or the damage, destruction or other casualty shall be so extensive as to require removal or modification to the Lighting Cables or their attachment to the of the Improvements, the Town and Owner shall work together to determine if the affected portion of the Lighting Cables can be relocated, rebuilt, or reconfigured in accordance with plans and specifications approved by both the Town and Owner, in which case the parties shall enter into a modification to this Agreement if necessary to reflect such changes. If the affected portion of the Lighting Cables cannot be relocated, rebuilt, or reconfigured, then either party may elect to terminate this Agreement with respect to the affected Lighting Cables by written notice given within ninety (90) days after the occurrence of such damage or destruction. The parties hereby waive all rights of subrogation against one another with respect to any claims arising out of this paragraph 7, and agree to execute whatever other documents are reasonably required to carry out this mutual waiver of subrogation.

8. Condition of Improvements on Termination. The Town agrees to surrender the Improvements upon termination of this Agreement in the same condition as at the commencement of this Agreement; ordinary wear and tear, damage not caused by the Town and any alterations made with Owner's consent, excepted. The Town agrees to remove the Lighting Cables from the Improvements upon such expiration.

9. Rights of Successors and Assigns. The covenants and agreements contained in the within Agreement shall be binding on the Property and apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives.

10. Recording. Either party to this Agreement may record this Agreement or a summary thereof, in the records of the office of the Clerk and Recorder of the County of Douglas, State of Colorado.

11. Notices. All notices required to be given or desired to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight courier service such as Federal Express or similar courier service, addressed as follows:

If to the Town:

Town of Parker
Attn: James Maloney
20120 East Mainstreet
Parker, Colorado 80138

If to Owner:

Parma, LLC
c/o Affiliated Real Estate Group
PO Box 3329
Parker, CO 80134

12. Owner's Covenants. Owner covenants that it is the present owner in fee simple of the Premises and that it has the right and authority to enter into this Agreement without the approval of any other party or record interest holder.

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

TOWN:

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TR IN NE1/4 22-6-66 0.559 AM/L AKA PARCEL 3 TOWN OF PARKER 368-220

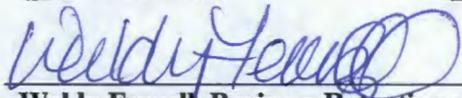


ITEM NO: 6I
DATE: 11/21/2016

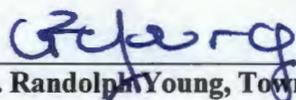
REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-070. A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM PARMA, LLC, FOR OVERHEAD FESTOON LIGHTING CABLES.

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



Weldy Fezell, Business Retention and Marketing Manager



G. Randolph Young, Town Administrator

ISSUE:

The license and easement agreement is required to facilitate that Mainstreet overhead decorative lighting project.

PRIOR ACTION:

April 4, 2016, Town Council approved Resolution 16-025, single source contract for the Mainstreet Overhead Decorative Lighting Project.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

In the fall of 2015 the Economic Development Department was directed to find vendors that could engineer and install permanent decorative lighting over Mainstreet. After reaching out to lighting companies, YESCO was identified as the only local company that could provide design, engineering and installation of the lighting system. Since April 2016, Economic Development staff has worked with the impacted property owners on Mainstreet to obtain approval for attaching the festoon lights to the buildings and obtain approval for installation of poles outside of the public right-of-way.

The property owner, Parma LLC is conveying the overhead lighting agreement allowing the Town to attach the lighting system cables and mounting plates on the south side of Mainstreet directly to their buildings. The attachments at on the south side of the buildings along Mainstreet are designed to limit tension on the building façade and withstand 100 mph winds.

Mainstreet Overhead Lighting Project Description:

- Standard LED warm white festoon system along both north and south sides of Mainstreet from Victorian Drive to the West and S. Pikes Drive to east with (22) lighting spans across Mainstreet.
- Supply and install two each 25' support poles for light strings on south side of street
- Fabrication, painting and installation of a variety of attachment plates for building penetrations and mounting of support cables to hold light strings including: steel shackle, wire rope thimbles and galvanized wire rope

Due to the lead time to manufacture the materials, the decorative lighting is not anticipated to be installed and operational until April of 2017.

RECOMMENDATION:

Staff recommends approval of Resolution 16-070

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney

ATTACHMENTS:

1. Resolution 16-070 (1 page)
2. Façade License and Overhead Easement Agreement (5 pages)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-070, as a part of the consent agenda."

ATTACHMENT 1

RESOLUTION NO. 16-070, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF AN OVERHEAD EASEMENT AGREEMENT FROM PARMA, LLC, FOR OVERHEAD FESTOON LIGHTING CABLES

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement from Parma, LLC, for overhead festoon lighting cables;

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 Parma, LLC, for overhead festoon lighting cables, as provided in the Façade License and Overhead 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

ATTACHMENT 2

FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT

THIS FAÇADE LICENSE AND OVERHEAD EASEMENT AGREEMENT (this "Agreement") is made and entered into this 1st day of November, 2016, by and between Parma, LLC, a Colorado limited liability company ("Owner") and the Town of Parker, Colorado, a home rule municipal corporation (the "Town").

1. License and Easement. For and in consideration of the rents, covenants, agreements and conditions to be kept and performed by the Town, Owner does license and grant to the Town the right to install, maintain and permanently attach eleven (11) overhead mounted festoon lighting cables (the "Lighting Cables") to the improvements (the "Improvements") on the real property owned by Owner and described on Exhibit A attached hereto and incorporated herein (the "Property"), together with an easement and right of way across the Property for such Lighting Cables in the manner and subject to the terms and conditions described in this Agreement. The rights granted to the Town hereunder expressly include a right of access across the Property and to and from the Improvements for the purpose of installing, constructing, reconstructing, repairing, removing, renewing, altering, changing, and operating said Lighting Cables. Such access shall be only at reasonable times that do not disrupt tenant operations and upon not less than forty-eight (48) hours written notice, emergencies excepted.

2. Installation. The Town has submitted to Owner detailed plans and specifications, together with drawings showing the proposed wall connection, attachment mechanism, plate types, cable specification, general overhead location and other details of the installation. All such plans and specifications have been approved by Owner, only to the extent said plans apply to or impact Owner's Property and Improvements. Unless otherwise approved by Owner in writing, all Lighting Cables shall be attached to the exterior of the Improvements in accordance with such approved plans and specifications. After installation, the Town shall not materially modify the placement of the Lighting Cables or the connections thereto without Owner's prior written consent, which shall not be unreasonably withheld.

3. Term. Unless sooner terminated as provided herein, the rights, privileges and authority hereby granted shall continue and be in force until such time as the Town permanently removes said Lighting Cables from the Improvements or otherwise permanently abandons the Lighting Cables, at which time all such rights, title, privileges and authority hereby granted shall terminate. The Town's failure to adequately maintain the Lighting Cables in the condition required hereunder for a period of ninety (90) days after notice from Owner of required repairs, subject to extension for events beyond the reasonable control of the Town, shall be considered abandonment of the Lighting Cables.

4. Owner's Rights. Owner reserves all rights of ownership with respect to the Improvements and the Property provided that the exercise of such rights does not materially impact the access to, functionality, operation or attachment of the Lighting Cables for their intended purpose. Owner shall not undertake any modification or repair to the Improvements or the Property that requires alteration or removal of the Lighting Cables or any component thereof without the Town's prior consent and approval, which shall not be unreasonably withheld.

Owner shall not construct any structure, landscaping, addition, modification or fire hazard on the Property that could interfere with the intended operation of the Lighting Cables. The rights granted to the Town hereunder expressly include the right at all times to cut and trim brush, trees or other plants standing or growing upon the Property which, in the opinion of the Town, interfere with the maintenance or operation of the Lighting Cables, or constitute a menace or danger to said Lighting Cables.

5. Costs and Maintenance. The Town, at its expense, agrees to keep the Lighting Cables in good condition and repair and shall be responsible, as provided by law, for any damage to the Improvements or the Property caused by the installation, maintenance, repair or removal of the Lighting Cables. Subject to the casualty provisions set forth below, Owner, at its expense, agrees to keep the façade supporting the Lighting Cables clean, and in good repair.

6. No Assignment. Neither this Agreement nor any interest herein may be assigned by the Town without the prior written consent of Owner.

7. Fire or Other Casualty. If the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty in a manner that does not materially affect the operation or functionality of the Lighting Cables, this Agreement shall remain in full force and effect and Owner shall repair such damage in a manner that does not materially impact the operation or functionality of the Lighting Cables. If the Improvements are destroyed, or the damage, destruction or other casualty shall be so extensive as to require removal or modification to the Lighting Cables or their attachment to the of the Improvements, the Town and Owner shall work together to determine if the affected portion of the Lighting Cables can be relocated, rebuilt, or reconfigured in accordance with plans and specifications approved by both the Town and Owner, in which case the parties shall enter into a modification to this Agreement if necessary to reflect such changes. If the affected portion of the Lighting Cables cannot be relocated, rebuilt, or reconfigured, then either party may elect to terminate this Agreement with respect to the affected Lighting Cables by written notice given within ninety (90) days after the occurrence of such damage or destruction. The parties hereby waive all rights of subrogation against one another with respect to any claims arising out of this paragraph 7, and agree to execute whatever other documents are reasonably required to carry out this mutual waiver of subrogation.

8. Condition of Improvements on Termination. The Town agrees to surrender the Improvements upon termination of this Agreement in the same condition as at the commencement of this Agreement; ordinary wear and tear, damage not caused by the Town and any alterations made with Owner's consent, excepted. The Town agrees to remove the Lighting Cables from the Improvements upon such expiration.

9. Rights of Successors and Assigns. The covenants and agreements contained in the within Agreement shall be binding on the Property and apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors in interest and legal representatives.

10. Recording. Either party to this Agreement may record this Agreement or a summary thereof, in the records of the office of the Clerk and Recorder of the County of Douglas, State of Colorado.

11. Notices. All notices required to be given or desired to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight courier service such as Federal Express or similar courier service, addressed as follows;

If to the Town:

Town of Parker
Attn: James Maloney
20120 East Mainstreet
Parker, Colorado 80138

If to Owner:

Parma, LLC
c/o Affiliated Real Estate Group
PO Box 3329
Parker, CO 80134

12. Owner's Covenants. Owner covenants that it is the present owner in fee simple of the Premises and that it has the right and authority to enter into this Agreement without the approval of any other party or record interest holder.

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

TOWN:

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

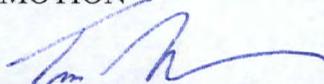


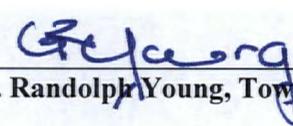
ITEM NO: 6J
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Jordan Road Communications Upgrade Project (CIP 16-020)

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


Tom Williams, Director of Public Works & Engineering


G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with Paonia Inc. for the Jordan Road Communications Upgrade project (CIP 16-020).

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

Funding for this project is part of the approved 2016 capital improvement fund and the Town will assume the long term maintenance. Maintenance for underground fiber optic cable in conduit is minor and should not require additional annual funding beyond current funding levels for additional maintenance supplies and operation costs.

BACKGROUND:

The Town issued a “Notice to Bidders” for proposals for the Jordan Road Communications Upgrades project (CIP 16-020) in mid-October with the proposals (bids) publically opened on November 3, 2016. The project consists of the installation of approximately 8,000 feet of fiber optic cabling and underground conduit to create an additional redundant fiber optic communication routes for the Town. This project limits are from the Jordan Road/Lincoln Avenue intersection to the Jordan Road/Mainstreet intersection. The Town currently has over 120,000 feet of fiber optic cable that was mainly installed concurrently with roadway capital improvement projects. This fiber optic network was originally installed for traffic signal communications but has now evolved to carry data communications between Town facilities by the IT Department.

The Town received bids from five (5) contractors with Paonia Inc. being the lowest responsible bidder. Paonia Inc. has not completed work for the Town in the past but is highly recommended

based on conversations with their references. They have completed numerous fiber optic work installations in Colorado including several similar projects for the Colorado Department of Transportation. The bid results were as follows:

1) Paonia Inc.	\$102,950.00
2) Rocky Mountain Communication Specialists	\$126,423.65
3) L&M Underground Inc.	\$175,360.00
4) WL Contractors	\$222,415.00
5) Tetra Tech Utility Construction	\$270,000.00
Engineer's Estimate	\$112,000.00

RECOMMENDATION:

Award the contract with Paonia Inc. in the amount of \$102,950 for the Jordan Road Communications Upgrades project (CIP 16-020).

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."



ITEM NO: 6J
DATE: 11/21/2016

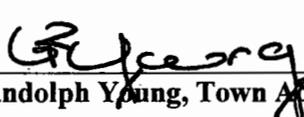
REQUEST FOR TOWN COUNCIL ACTION

TITLE: Grant Contract #2017-01-017 "Interior and Exterior Rehabilitation of Parker Consolidated School Building"

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



Elaine Mariner, Cultural Director



G. Randolph Young, Town Administrator

ISSUE:

The Colorado Historical Society, a state agency, awarded the Town a grant in the amount of \$200,000 for Phase III of the Rehabilitation of Parker Consolidated School Building. Phase III focuses on the rehabilitation of the upper level and the exterior, including restoring the wood floor, doors, and wainscoting, installing a limited use elevator, restoring the historic radiators, repairing and repointing the exterior masonry, and replacing the roof and cupola.

PRIOR ACTION:

Town Council approved the Phase I Grant Contract #2014-02-029 in 2014, which funded the restoration of the front entrance and front windows, and the Phase II Grant Contract #2015-02-034 in 2015, which funded the restoration of the lower level.

FUNDING/BUDGET IMPACT:

The Town will match the grant in the amount of \$797,489, which funds will be used together with these grant funds to complete the interior and exterior restoration, and which matching funds have been budgeted and appropriated by the Town in Fiscal Year 2017.

BACKGROUND:

In December 2015, Town Council approved the Phase III grant application. The grant application proposed a larger than required funding match from the Town to complete the rehabilitation of the Schoolhouse in 2017 instead of stretching it out over two or three more phases.

RECOMMENDATION:

Approve the grant contract.

PREPARED/REVIEWED BY:

Elaine Mariner, Cultural Director; James S. Maloney, Town Attorney

ATTACHMENTS:

Grant Contract #2017-01-017

RECOMMENDED MOTION:

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

Form _____ (R 5/98)

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM #37-E/ESMT

CONTRACT #2017-01-017

THIS CONTRACT, Made this _____ day of _____, _____, by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the **Town of Parker, 20120 E. Main Street, Parker, Colorado 80138**, hereinafter referred to as the "Contractor",

WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number _____ in Fund Number 401, Appropriation Account 401 and Organization SHFG; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statutes and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects with cumulative grant awards of \$50,000 and over; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project"; and

WHEREAS, the Contractor is a public entity and the owner in fee simple of certain real property in Douglas County, Colorado, which property has been listed in a listing of local landmarks as the Parker Consolidated School Building located at 19650 Mainstreet, Parker, Colorado, hereinafter referred to as the "Property," and which Property is more particularly described as follows:

SEE EXHIBIT D

NOW THEREFORE, it is hereby agreed that:

1. The Contractor shall use funds subject to this Contract in support of **Project #2017-01-017 "Interior and Exterior Rehabilitation"** in accordance with the *Scope of Work* attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
2. **APPLICABLE STANDARDS:** The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).
3. **RIGHT OF USE:** All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.
4. **CONTRACT EFFECTIVE DATE:** The term of this Contract shall be from **November 30, 2016 through November 30, 2018**.

The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work *must* be completed no later than **thirty (30) days prior to the Contract ending date**.

5. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the State shall pay to the Contractor a grant not to exceed **two hundred thousand dollars (\$200,000.00)**.

Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount, less Easement costs if applicable, upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim *SHF Financial Report*. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the *Final SHF Financial Report* and *SHF*

To the Contractor:

Ms. Elaine Mariner
Cultural Director
Town of Parker-Cultural Department
20000 Pikes Peak Avenue
Parker, Colorado 80138

11. ADA COMPLIANCE: The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
12. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS: Contractor agrees to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from History Colorado.
13. REPORTS: Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and *SHF Financial Reports* (Attachment 1) as described and at the times in the *List of Submittals* (Exhibit C).
14. MATCHING FUNDS: Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.
15. CONSULTANTS/SITE VISITS: The State may:
 - a. Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;
 - b. Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.Any exercise of the State's rights under this Paragraph 15 shall not relieve the Contractor of any of its Contract obligations.
16. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado - State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".
17. PRESERVATION OF PROPERTY: The Contractor hereby agrees to the following for a period of twenty (20) years commencing on the date of this Agreement.
 - a. Without the express written permission of History Colorado, no construction, alteration, movement, relocation or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Property which would alter the architectural appearance of the Property, adversely affect the structural soundness of the Property, or encroach on the open land area on the Property; provided, however, that the reconstruction, repair, or restoration of the Property, damage to which has resulted from casualty loss, deterioration, or wear and tear, shall be permitted subject to the prior written approval of History Colorado, provided that such reconstruction, repair, or restoration is performed according to the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings, issued and as may from time to time be amended by the U.S. Secretary of the Interior, hereinafter collectively referred to as the "Standards". In all events, the Contractor further agrees at all times to maintain the Property in a good and sound state of repair and to maintain the Property according to the Standards so as to prevent deterioration of the Property.
 - b. In the event of severe damage or total destruction to the Property (defined, for the purpose of this Agreement, as sudden damage or loss caused by fire, earthquake, inclement weather, acts of the public enemy, riot or other similar casualty) not due to the fault of the Contractor this Agreement shall terminate as of the date of such damage or destruction.
 - c. History Colorado, or a duly appointed representative of History Colorado, shall be permitted to inspect the Property at all reasonable times in order to ascertain if the above conditions are being observed.
 - d. Within sixty (60) days prior to completion of this Contract, Contractor covenants and agrees that History Colorado will record this Contract with the County clerk and recorder for the county in which the property is located. Contractor further covenants and agrees that this Contract will constitute a binding covenant that will run with the land.

- e. To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards, including costs, expenses, and attorneys fees incurred as a result of any act or omission by the property owner, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
 - f. The provisions of this Paragraph 17 will cease to be effective upon the conveyance of an approved easement if such is required pursuant to Paragraph 6 above.
18. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
- a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
 - b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the *Standards*, the SHF Grants Manual and/or the terms and conditions of this Contract; and/or
 - c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
 - d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
 - e. Declare all or part of the work ineligible for reimbursement; and/or
 - f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, History Colorado may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by History Colorado. History Colorado shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
 - g. Terminate the contract for default.
19. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
20. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- Notwithstanding the above, Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.
21. TERMINATION BY STATE: The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 20 hereof relative to termination shall apply.
22. CHANGES: This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement,

agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.

23. CONFLICT OF INTEREST: Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
24. COMPLIANCE WITH APPLICABLE LAWS: At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
25. SEVERABILITY: To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
26. BINDING ON SUCCESSORS: Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
27. ASSIGNMENT: No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.
28. SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or its subcontractors.
29. BOND REQUIREMENT: If this contract involves the payment of more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public work for this State, the Contractor shall, before entering upon the performance of any such work included in this contract, duly execute and deliver to the State official who will sign the contract, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than one-half of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety conditioned upon the faithful performance of the contract and in addition, shall provide that if the Contractor or his subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender or other supplies used or consumed by such Contractor or his subcontractor in performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment in the prosecution of the work the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such bond is executed, delivered and filed, no claim in favor of the Contractor arising under such contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in lieu of a bond. This provision is in compliance with CRS 38-26-106.
30. CORA DISCLOSURE: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
31. STATEWIDE CONTRACT MANAGEMENT SYSTEM: If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §31 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future grants. Grantee may contest the final Evaluation, Review and rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

SPECIAL PROVISIONS

(The Special Provisions apply to all contracts except where noted in italics.)

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).**
This contract shall not be valid until it has been approved by the Colorado State Controller or designee
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).**
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.**
No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended
4. **INDEPENDENT CONTRACTOR.**
Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.**
Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.**
The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS 24-18-201 and 24-50-507.**
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental contracts]**
Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]**
Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS 24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised January 1, 2009
2nd Revision March 10, 2009

CONTRACT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

Town of Parker

Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Steve W Turner

*Signature of Authorized Officer

History Colorado

Date: _____

Date

Department of Higher Education

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Cynthia D. Nieb, Director, State Historical Fund

Date: _____

Print Title of Authorized Officer

WAIVER CONTRACT REVIEWER

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Michelle Zale
History Colorado, Controller

Date: _____

Revised, July 15, 2016
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Approval/Easement Contract E

i >

Interior and Exterior Rehabilitation of Parker Consolidated School Building

Project #: 2017-01-017

SCOPE OF WORK

I. Project Purpose: The purpose of this project is to rehabilitate the interior and exterior of the Parker Consolidated School Building located in Parker, Colorado.

II. Scope of Work is as follows:

- A. Architectural and Engineering Services
 - 1. Provide construction administration – architectural and engineering
- B. Exterior Rehabilitation
 - 1. Restore soffit, trim, and fascia and install soffit vents
 - 2. Repair and repoint masonry
 - 3. Restore windows and wood screens
 - 4. Construct and install storm windows
- C. Roof Replacement
 - 1. Reconstruct historic cupola
 - 2. Replace roof
 - 3. Rehabilitate gutters and downspouts
- D. Interior Rehabilitation
 - 1. Restore wood floor
 - 2. Restore plaster walls and ceilings
 - 3. Restore interior doors and transoms
 - 4. Install a limited use, limited access elevator
 - 5. Restore historic chalkboards
 - 6. Restore baseboards and reconstruct wainscoting
 - 7. Remove non-historic wall on west side
- E. Mechanical and Electrical Rehabilitation
 - 1. Install new PTAC units on main level
 - 2. Restore historic radiators
 - 3. Install replica light fixtures
 - 4. Install new plumbing for mop sink and staff sink
 - 5. Install outlets and switches, with wires buried in walls
 - 6. Modify fire sprinklers and fire alarm system

PROJECT BUDGET

TASK	AMOUNT
A. Architectural & Engineering Services	\$25,317
B. Exterior Rehabilitation	\$134,668
C. Roof Replacement	\$78,119
D. Interior Rehabilitation	\$284,064
E. Mechanical and Electrical Rehabilitation	\$141,308
<hr/>	
CONSTRUCTION SUBTOTAL	\$663,476
F. General Conditions	\$124,308
G. Permits	\$1,000
H. Bonding	\$12,984
I. Overhead and Profit	\$137,021
<hr/>	
Project Subtotal*	\$938,789
<i>Contingency</i> †	<i>\$58,700</i>
<hr/>	
PROJECT TOTAL	\$997,489
Grant Award (20.05%)	\$200,000
Cash Match (79.95%)	\$797,489

*Grant payments will be based off **Project Subtotal** amount. Total payments will be Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount.

† Contingency - Must receive written approval from SHF Staff prior to use.

Interior and Exterior Rehabilitation of Parker Consolidated School Building

Project #: 2017-01-017

LIST OF SUBMITTALS

Project Reports		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Advance Payment Request Form (Attachment 1). Deliverables #1 – 3 below must be reviewed and approved before Advance Payment is made.	N/A	Advance Payment of Grant Award: \$75,292
b. Progress Report #1	March 1, 2017	Review*
c. Progress Report #2	June 1, 2017	Review*
d. Progress Report #3	September 1, 2017	Review*
e. Interim Financial Report (Attachment 1). Deliverable #4 below must be reviewed and approved before Interim Payment is made.	September 15, 2017**	Review & Approve. Interim Payment of Grant Award: \$94,115†
f. Progress Report #4	December 1, 2017	Review*
g. Progress Report #5	March 1, 2018	Review*
h. Progress Report #6	June 1, 2018	Review*
i. Progress Report #7	September 1, 2018	Review*
j. Final Financial Report (Attachment 1).	September 15, 2018 ***	Review & Approve. Final Payment of Grant Award: \$18,823†

* At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim Financial Report due date is a guideline. Please submit Interim Financial Report when 40% or more of Advance has been expended and you are ready for the next payment.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

†Payment may increase due to approval of contingency funds.

Project period ends on November 30, 2018. All deliverables are due thirty (30) days prior to this date.

**Interior and Exterior Rehabilitation of Parker Consolidated School Building
Project #: 2017-01-017**

PROJECT DELIVERABLES

Submit the following Project Deliverables.

Project Deliverables

Society Response

- | | |
|---|-------------------------------|
| 1. Subcontract certification: architect and/or engineer | Review/Comment and or Approve |
| 2. Before/existing condition photos of areas affected by scope of work
(main floor classrooms and hall – spaces not included in previous phases) | Review/Comment and or Approve |
| 3. Subcontractor Certification for: contractor(s) | Review/Comment and or Approve |
| 4. Preconstruction meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 5. Interim meeting with SHF Historic Preservation Specialist | Review/Comment and or Approve |
| 6. Copies of change orders | Review/Comment and or Approve |
| 7. After photos of area affected by scope of work | Review/Comment and or Approve |
| 8. End of project report | Review/Comment and or Approve |

Legal Description

A PART OF THAT PARCEL OF LAND RECORDED IN BOOK 2297 AT PAGE 675 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'46" EAST, A DISTANCE OF 2675.10 FEET;

THENCE SOUTH 40°33'50" EAST, A DISTANCE OF 2035.97 FEET TO THE NORTHWEST CORNER OF AN EXISTING BUILDING AND THE **POINT OF BEGINNING**;

THENCE AROUND THE WALLS OF SAID BUILDING THE FOLLOWING (14) COURSES:

1. SOUTH 80°02'58" EAST, A DISTANCE OF 24.57 FEET;
2. NORTH 09°57'02" EAST, A DISTANCE OF 5.00 FEET;
3. SOUTH 80°02'58" EAST, A DISTANCE OF 2.24 FEET;
4. SOUTH 09°57'02" WEST, A DISTANCE OF 0.35 FEET;
5. SOUTH 80°02'58" EAST, A DISTANCE OF 8.68 FEET;
6. NORTH 09°57'02" EAST, A DISTANCE OF 0.35 FEET;
7. SOUTH 80°02'58" EAST, A DISTANCE OF 2.24 FEET;
8. SOUTH 09°57'02" WEST, A DISTANCE OF 5.00 FEET;
9. SOUTH 80°02'58" EAST, A DISTANCE OF 24.52 FEET;
10. SOUTH 09°57'02" WEST, A DISTANCE OF 27.60 FEET;
11. SOUTH 80°02'58" EAST, A DISTANCE OF 1.05 FEET;
12. SOUTH 09°57'02" WEST, A DISTANCE OF 3.95 FEET;
13. NORTH 80°02'58" WEST, A DISTANCE OF 1.05 FEET;
14. SOUTH 10°02'02" WEST, A DISTANCE OF 20.63 FEET;

THENCE NORTH 79°57'58" WEST, A DISTANCE OF 62.22 FEET TO THE SOUTHERLY EXTENSION OF A WESTERLY BUILDING WALL;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY WALLS OF SAID BUILDING THE FOLLOWING (5) COURSES:

1. NORTH 09°57'02" EAST, A DISTANCE OF 24.02 FEET;
 2. NORTH 80°02'58" WEST, A DISTANCE OF 1.08 FEET;
 3. NORTH 09°57'02" EAST, A DISTANCE OF 3.99 FEET;
 4. SOUTH 80°02'58" EAST, A DISTANCE OF 1.08 FEET;
 5. NORTH 09°57'02" EAST, A DISTANCE OF 24.08 FEET TO THE **POINT OF BEGINNING**.
- CONTAINING AN AREA OF 0.076 ACRES, (3,316 SQUARE FEET), MORE OR LESS.

The Property does not include:

A PART OF THAT PARCEL OF LAND RECORDED IN BOOK 2297 AT PAGE 675 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66

WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'46" EAST, A DISTANCE OF 2675.10 FEET;

THENCE SOUTH 40°09'16" EAST, A DISTANCE OF 1966.37 FEET TO THE NORTHWEST CORNER OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING (10) COURSES:

1. SOUTH 79°49'01" EAST, A DISTANCE OF 275.18 FEET;
2. SOUTH 10°50'26" WEST, A DISTANCE OF 154.73 FEET;
3. SOUTH 78°09'34" EAST, A DISTANCE OF 57.27 FEET;
4. SOUTH 13°19'55" WEST, A DISTANCE OF 127.78 FEET;
5. NORTH 78°53'53" WEST, A DISTANCE OF 198.06 FEET;
6. SOUTH 15°18'17" WEST, A DISTANCE OF 151.17 FEET;
7. NORTH 78°20'49" WEST, A DISTANCE OF 164.78 FEET;
8. NORTH 17°02'18" EAST, A DISTANCE OF 304.71 FEET;
9. SOUTH 79°02'26" EAST, A DISTANCE OF 17.27 FEET;
10. NORTH 09°43'01" EAST, A DISTANCE OF 124.84 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THE FOLLOWING PARCEL OF LAND:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, WHENCE THE NORTHEAST CORNER OF SAID SECTION 22 BEARS NORTH 89°53'46" EAST, A DISTANCE OF 2675.10 FEET;

THENCE SOUTH 40°33'50" EAST, A DISTANCE OF 2035.97 FEET TO THE NORTHWEST CORNER OF AN EXISTING BUILDING AND THE **POINT OF BEGINNING**;

THENCE AROUND THE WALLS OF SAID BUILDING THE FOLLOWING (14) COURSES:

1. SOUTH 80°02'58" EAST, A DISTANCE OF 24.57 FEET;
2. NORTH 09°57'02" EAST, A DISTANCE OF 5.00 FEET;
3. SOUTH 80°02'58" EAST, A DISTANCE OF 2.24 FEET;
4. SOUTH 09°57'02" WEST, A DISTANCE OF 0.35 FEET;
5. SOUTH 80°02'58" EAST, A DISTANCE OF 8.68 FEET;
6. NORTH 09°57'02" EAST, A DISTANCE OF 0.35 FEET;
7. SOUTH 80°02'58" EAST, A DISTANCE OF 2.24 FEET;
8. SOUTH 09°57'02" WEST, A DISTANCE OF 5.00 FEET;
9. SOUTH 80°02'58" EAST, A DISTANCE OF 24.52 FEET;
10. SOUTH 09°57'02" WEST, A DISTANCE OF 27.60 FEET;
11. SOUTH 80°02'58" EAST, A DISTANCE OF 1.05 FEET;
12. SOUTH 09°57'02" WEST, A DISTANCE OF 3.95 FEET;
13. NORTH 80°02'58" WEST, A DISTANCE OF 1.05 FEET;
14. SOUTH 10°02'02" WEST, A DISTANCE OF 20.63 FEET;

THENCE NORTH 79°57'58" WEST, A DISTANCE OF 62.22 FEET TO THE SOUTHERLY EXTENSION OF A WESTERLY BUILDING WALL;

Interior and Exterior Rehabilitation of Parker Consolidated School Building

Project #: 2017-01-017

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY WALLS OF SAID BUILDING THE FOLLOWING (5) COURSES:

1. NORTH 09°57'02" EAST, A DISTANCE OF 24.02 FEET;
 2. NORTH 80°02'58" WEST, A DISTANCE OF 1.08 FEET;
 3. NORTH 09°57'02" EAST, A DISTANCE OF 3.99 FEET;
 4. SOUTH 80°02'58" EAST, A DISTANCE OF 1.08 FEET;
 5. NORTH 09°57'02" EAST, A DISTANCE OF 24.08 FEET TO THE POINT OF BEGINNING.
- CONTAINING A GROSS AREA OF 2.573 ACRES, (112,086 SQUARE FEET), WITH AN EXCEPTION AREA OF 0.076 ACRES, (3,316 SQUARE FEET), RESULTING IN A NET AREA OF 2.497 ACRES, (108,770 SQUARE FEET), MORE OR LESS."



ITEM NO: 6J
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: CONTRACTS ABOVE \$100,000 – Mainstreet Overhead Decorative Lighting Project

- | | |
|--|--|
| <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 Public Works & Engineering

G. Randolph Young, Town Administrator

ISSUE:

Award of a trade contractor agreement with YESCO LLC for the Mainstreet overhead decorative lighting project.

PRIOR ACTION:

Town Council approved a resolution approving a single source contract for the Mainstreet overhead decorative lighting project on April 4, 2016.

FUNDING/BUDGET IMPACT:

Funding for this capital improvement project was approved as part of the first quarter supplemental budget process in March of 2016. The Town will be responsible for the long term maintenance. Maintenance for the lighting will be minimized due to the use of LED technology but minor additional annual funding beyond current funding levels for additional maintenance will be required.

BACKGROUND:

The Town was approached in late-2015 from several downtown businesses related to the potential to install decorative festoon lighting over Mainstreet between the Mainstreet/Victorian (west) intersection and the Mainstreet/Pine Drive intersection. After consultation with Town Council in late-2015, Town Economic Development Department staff contacted several potential contractors on this request to determine the feasibility of the request. Due to the complexity and specialization of the request, YESCO LLC was determined to be the only local contractor capable of designing and constructing the proposed decorative lighting system. YESCO has designed and installed several similar decorative lighting systems including the overhead festoon lighting at Southlands Mall. YESCO performed some preliminary design work in early-2016 and generated an estimate for this work. As part of the first quarter supplemental budget process in

March of 2016, Town Council approved funding for the construction of this project. On April 4, 2016, Town Council approved a resolution approving a single source contract with YESCO LLC for the Mainstreet overhead decorative lighting project.

Following additional design and field coordination on utilities, Town Economic Development staff commenced the acquisitions of easements needed to construct the proposed lighting. The proposed lighting will be supported by attaching cabling to existing private buildings and support poles that will be constructed on private property. Resolutions accepting the three (3) easements necessary are scheduled for Town Council review on November 21, 2016.

Town staff continued negotiations with YESCO for this work through 2016 as more details were determined. In November, a final estimate for this work of \$133,515 was established. Assuming that this trade contractor agreement is approved and the resolutions for accepting the easements are approved, YESCO will commence construction later in 2016. Due to the lead time to manufacture the materials, the decorative lighting is not anticipated to be installed and operational until April of 2017.

RECOMMENDATION:

Award the contract with YESCO LLC in the amount of \$133,515 for the Mainstreet overhead decorative lighting project.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, Public Works Manager
- 2) Weldy Fezell, Business Retention and Marketing Manager

ATTACHMENTS:

None.

RECOMMENDED MOTION:

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



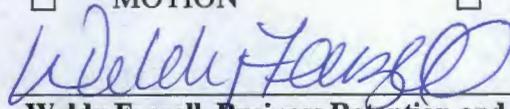
PARKER
COLORADO

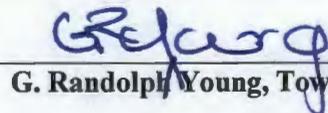
ITEM NO: 6K
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.289.3 – A Bill For An Ordinance to Approve the Third Amendment To The Cooperation Agreement Between the Town of Parker, Colorado, And The Parker Authority for Reinvestment For Administrative Services

- | | | |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 ST READING | (11/21/2016) |
| <input type="checkbox"/> CONTRACT | <input type="checkbox"/> ORDINANCE FOR 2 ND READING | (12/05/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION | |


Weldy Feazell, Business Retention and Marketing Manager


G. Randolph Young, Town Administrator

ISSUE:

When the Parker Authority for Reinvestment (“PAR”) purchased the property located at 19801 E. Mainstreet (“Property”), the Town of Parker advanced funds to PAR for the purchase, through a Cooperation Agreement. The Second Amendment to the Cooperation Agreement required PAR to pay the outstanding loan balance in full to the Town upon sale of the Property. PAR now desires to sell the Property, which will create an outstanding loan balance to the Town after the sale.

PRIOR ACTION:

On August 21, 2006, The Town and PAR entered into the Cooperation Agreement, on June 4, 2012, the Town and PAR entered into the First Amendment and on March 17, 2014 the Town and PAR entered into the Second Amendment.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

PAR entered into a Purchase and Sale agreement for the Property to Mainstreet Pier LLC, on November 7, 2016. The Town and PAR also entered into a Comprehensive Development Agreement with Mainstreet Pier LLC on November 7, 2016. As part of the Comprehensive Development Agreement’s Exhibit 4 is the Third Amendment to the Cooperation Agreement. This Third Amendment identifies that PAR will pay the Town within 60 days \$346,048, which is equal to the sale price of the Property. The Third Amendment also identifies that PAR will use the property tax revenues from the redevelopment of the property to repay the outstanding loan balance once PAR has satisfied the Tax Increment Financing Agreement with Mainstreet Pier, LLC.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 1.289.3 on first reading.

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney

ATTACHMENTS:

1. Ordinance No. 1.289.3
2. Third Amendment to the Cooperation Agreement (3 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No.1.289.3 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda."

ATTACHMENT 1

ORDINANCE NO. 1.289.3, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

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 Third Amendment to Cooperative Agreement between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services, 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

ATTACHMENT 2

THIRD AMENDMENT TO COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

THIS THIRD AMENDMENT TO COOPERATION AGREEMENT (the "Second Amendment") dated as of the ____ day of December, 2016, is entered into by and between the Town of Parker, Colorado (the "Town"), a home rule municipal corporation of the State of Colorado, and the Parker Authority for Reinvestment (the "Authority"), a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the Town.

RECITALS:

A. The Town and the Authority entered into the Cooperation Agreement for Administrative Services on August 21, 2006 (the "Cooperation Agreement").

B. The Town and the Authority entered into the First Amendment to Cooperation Agreement for Administrative Services on June 4, 2012 (the "First Amendment").

C. The Town and the Authority entered into the Second Amendment to Cooperation Agreement for Administrative Services on March 17, 2014 (the "Second Amendment").

D. The Town and the Authority now desire to enter into this Third Amendment to Cooperation Agreement for Administrative Services to memorialize the repayment of a portion of the funds advanced by the Town to PAR for the Property Acquisition Cost and to further memorialize the manner in which the balance of the Property Acquisition Cost will be repaid to the Town.

NOW, THEREFORE, in consideration of the foregoing recitals and the following terms and conditions, the Town and the Authority hereby agree to this Second Amendment to Cooperation Agreement as follows:

Section 1. Paragraph 3.1 of the Cooperation Agreement, as amended by the First Amendment, is further amended to read as follows:

3.1 An amount not to exceed \$500,000 of projected Sales and Property Tax Revenues from the plan areas described in Paragraph 6.0 of this Second Amendment may be advanced by the Town to the Authority through December 31, 2016, of which \$200,000 may be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with the projects in the plan areas designated by the Town or in any future urban renewal area designated in an adopted urban renewal plan, and of which \$300,000 may be used by the Authority to fund the "Business in Transition Program." The further amount of \$950,000 was advanced by the Town for the purpose of acquiring certain property located within the Parker Central Area Reinvestment Plan Area (the "Property Acquisition Cost") for a total combined advancement amount not to exceed \$1,450,000. Such amounts shall be paid directly to the Authority by the Town

and shall be disbursed by the Authority as it deems prudent and necessary for such purposes; provided that, upon the sale of the real property that is the subject of the Property Acquisition Cost, the amount of Three Hundred Forty-Six Thousand Forty-Eight Dollars (\$346,048) shall be paid to the Town within sixty (60) days of the date of such sale. Any amounts so advanced by the Town shall be an Obligation of the Authority within the meaning of the Cooperation Agreement, as amended, and within the meaning of C.R.S. § 31-25-109. Such amounts as are advanced shall be payable to the Town from future Sales and Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Provided, however, the repayment of the balance of the Property Acquisition Cost shall be due and payable from the projected Sales and Property Tax Revenues generated from the real property that is the subject of the Property Acquisition Cost following PAR's full satisfaction of the Tax Increment Financing Reimbursement Agreement entered into between PAR and Mainstreet Pier, LLC, on December 5, 2016. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

Section 2. This Third Amendment to Cooperation Agreement shall not go into effect unless and until the real property that is the subject of the Property Acquisition Cost is sold to Mainstreet Pier, LLC, except that this third Amendment shall be deemed to be notice by PAR to the Town of PAR's intention to accept the proposal of Mainstreet Pier, LLC, within the meaning of C.R.S. § 31-25-106(2), as more particularly described in the Agreement for Sale and Purchase of Real Property between PAR and Mainstreet Pier, LLC, and subject to the applicable terms and conditions set forth in the Comprehensive Development Agreement entered into between PAR, the Town, and Mainstreet Pier, LLC.

Section 3. The Cooperation Agreement has not been amended, except as provided in the First Amendment, Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

Attest:

Carol Baumgartner, Town Clerk

[Remainder of page intentionally left blank. Signatures continue on following page.]

PARKER AUTHORITY FOR REINVESTMENT

By: _____
Mike Waid, Chairman

Attest:

Carol Baumgartner, Authority Clerk



ITEM NO: 6L
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.480.1 – A bill for an Ordinance to Approve the First Amendment to the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC

- PUBLIC HEARING ORDINANCE FOR 1ST READING (11/21/2016)
- CONTRACT ORDINANCE FOR 2ND READING (12/5/2016)
- MOTION RESOLUTION

Weldy Feazell

Weldy Feazell, Business Retention and Marketing Manager

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

Council previously approved the Purchase and Sale Agreement between the Town of Parker and ACG, LLC dba Parker Tap House and & Distillery for the redevelopment of the Schoolhouse Gymnasium property. The original agreement had an error in the legal description for the property and outlined a financing deadline of December 5, 2016, for the closing of the property. The First Amendment will correct the legal description and extend the financing deadline to March 31, 2017.

PRIOR ACTION:

Purchase and Sale Agreement between Town of Parker and ACG, LLC was approved on June 6, 2016.

FUNDING/BUDGET IMPACT:

None

BACKGROUND:

The Purchase and Sale Agreement that was approved on June 6, 2016, outlined specific contingences for closing and identified all of these contingencies needed to be completed by December 5, 2016; list and status are below.

Closing will be contingent on:

1. Approved site plan – in process
2. Approval and receipt of building permits – not started, pending site plan
3. Demolition of the gymnasium – complete
4. Future incentive agreements – in process
5. Financing/Lender approval for the project – in process

With several of the closing consignees still in process the Agreement for Purchase and Sale requires an Amendment to extend the December 5, 2016, deadline to March 31, 2017, to insure all contingencies will be completed and the closing of the property may proceed.

Additionally, the original Agreement for Purchase and Sale had the incorrect legal description as the lot name changed during the replatting process. The First Amendment corrects the legal description which is required prior to closing on the property.

RECOMMENDATION:

Staff recommends approval of Ordinance 1.480.1

PREPARED/REVIEWED BY:

Weldy Feazell, Business Retention and Marketing Manager, Jim Maloney, Town Attorney

ATTACHMENTS:

1. Ordinance No. 1.480.1
2. First Amendment to the Agreement for Sale and Purchase of Land

RECOMMENDED MOTION:

I move to approve Ordinance No. 1.480.1 on first reading and schedule second reading for December 5, 2016, as part of the consent agenda.

ATTACHMENT 1

ORDINANCE NO. 1.480.1, Series of 2016

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

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

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

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ATTACHMENT 2

FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE OF LAND

This First Amendment to Agreement for Sale and Purchase of Land ("Amendment") is made and entered into effective as of _____, 2016 (the "Effective Date"), by and between the Town of Parker, a Colorado municipal corporation ("Seller") and ACG, LLC, a Colorado limited liability company ("Buyer").

RECITALS

This Amendment is made with respect to the following facts:

A. Seller and Buyer are the parties to that certain Agreement for Sale and Purchase of Land made and entered into as of June 6, 2016 (the "Original Agreement") regarding certain real property located in the Town of Parker in Douglas County, Colorado. Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Original Agreement.

B. Seller and Buyer wish to make certain modifications to the Original Agreement as set forth herein.

AGREEMENT

In consideration of the promises and agreements of Buyer and Seller set forth herein, the sufficiency of which is hereby acknowledged by both Seller and Buyer, Seller and Buyer do hereby promise and agree as follows:

1. Amendment to Original Agreement. The Original Agreement is hereby amended and modified as follows:

(a) Legal Description. **Exhibit A** attached to the Original Agreement is hereby deleted and the "**Exhibit A**" attached to this Amendment is substituted in place thereof. **Exhibit A-1** attached to the Original Agreement is hereby deleted.

(b) Closing. Section 4.2 is amended to provide that the Closing shall occur at 10:00 o'clock a.m. at the offices of the Title Company on the date that is ten (10) business days after the Financing Deadline, or sooner if requested by Buyer and at a time and date agreeable to Seller (the "Closing Date").

(c) Financing Deadline. The "Financing Deadline," as defined in Section 5.4 shall mean March 31, 2017. Buyer shall have no right to extend the Financing Deadline beyond March 31, 2017 without Seller's approval, which can be withheld in Seller's sole and absolute discretion.

2. Execution. This Amendment may be executed in counterparts and when counterparts of this Agreement have been executed and delivered by both Seller and Buyer as provided in this Section, this Amendment shall be fully binding and effective in accordance with its terms, just as if both Buyer and Seller had executed and delivered a single counterpart of this

ATTACHMENT 2

Amendment. Execution by either Party may be effected by facsimile or email PDF transmission of a signature page of this Amendment executed by such Party, and each party will produce an original signature on this Amendment if requested by the other party or the Title Company.

3. Survival of Terms; No Further Modification. Except as modified by this Amendment, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

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

SELLER:

BUYER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

ACG, LLC, a Limited Liability Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT 2

EXHIBIT A

PROPERTY DESCRIPTION

Lot 1B, Mainstreet Center 1st Amendment, according to the plat as Recorded May 23, 2016 at Reception No. 2016032233, County of Douglas, State of Colorado.



ITEM NO: 6M
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2016 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2017 BUDGET YEAR

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1st READING (11/21/2016)
- ORDINANCE FOR 2nd READING (12/05/2016)
- RESOLUTION

Donald Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Town of Parker must certify a mill levy to Douglas County prior to Dec. 15, 2016 in order to collect property taxes for the 2017 budget year.

BACKGROUND: Council levies the tax by ordinance and authorizes the Finance Director to certify the mill levy rate to the County Commissioners.

The following is a comparison of the mill levy, assessed valuation, and property tax revenue for this year and for next year.

	2017 Budget Year	2016 Budget Year
Assessed Valuation	\$681,497,677	\$662,798,384
Mill Levy	2.602	2.602
Property Tax Revenue	\$1,773,257	\$1,724,601

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so that the restriction to an increase of the local growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of the citizens; therefore, we will continue to use the rate of 2.602 mills.

The amount of property tax that an owner of a home with an actual value of \$300,000 would have to pay to the Town of Parker is approximately \$62 per year. Assessed valuation and the resulting property tax revenue increased one percent.

RECOMMENDATIONS: Approve

PREPARED/REVIEWED BY: Donald Warn, Finance Director

ATTACHMENTS: Ordinance 1.494

RECOMMENDED MOTION: "I move to approve Ordinance 1.494 on first reading and schedule second reading for December 5, 2016, as a part of the consent agenda."

ORDINANCE NO. 1.494, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2016 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2017 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on December 5, 2016;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is **\$1,773,257**;

WHEREAS, the 2016 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$681,497,677;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2016 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2016, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2016 budget year, there is hereby levied a tax of **2.602 mills** upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2016.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2016. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

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 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 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



TOWN ADMINISTRATOR'S REPORT

November 2016



Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



COMMUNICATIONS

Project Updates

Communications Survey

The Communications Department is conducting a non-scientific communications survey in the Parker community, which will close on Nov. 18. Once results have been compiled, we will provide those to Town Council, along with any “themes” we see in the results.

Parker FAM Trips

The Town will host FAM trips for five area journalists/bloggers in November and December. Guests will experience some of our festive holiday events and activities, as well as local restaurants and shops.

Upcoming Social Media Contest

The #MemoriesMadeinParker Social Media Contest kicked off Nov. 13. As part of this fun contest, we’ll be encouraging people to post their #MemoriesMadeinParker during the holidays. Visit www.ParkerOnline.org/MemoriesMadeinParker for more information.

10,000 Facebook Followers

The Town's Facebook page eclipsed the 10,000-fan mark on Nov. 9. The past year has been a strong one, as nearly 3,000 people have liked the Town's page over the past calendar year.

Town Holiday Events

Mayor’s Holiday Lighting

The Mayor’s Holiday Lighting takes place on Friday, Nov. 25 with a new look and feel! The event will now start at 5:30 p.m. with the park lighting kicking off the event. Following the park lighting, attendees will be entertained with holiday choirs, Santa interactions, roaming characters, a scavenger hunt and more.

Christmas Carriage Parade

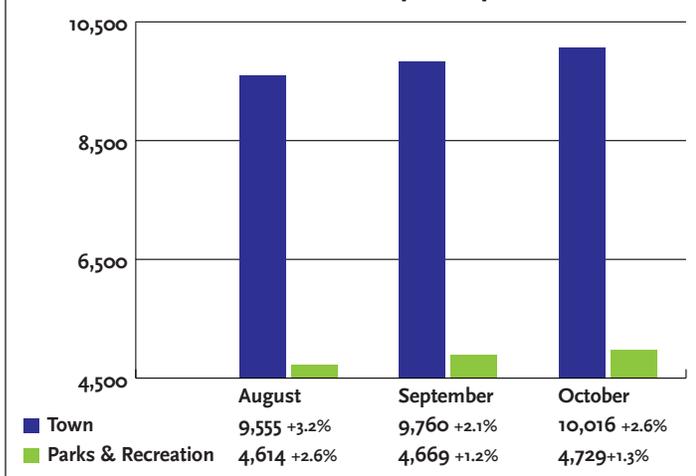
The Christmas Carriage Parade will take place on Saturday, Dec. 10. This year, the Town and Douglas County Libraries are teaming up to provide a fun new experience. Following the parade, Santa will be warm and toasty and available for photos inside the new library and his reindeer will also make an appearance in front of the facility. This partnership will help us showcase the new library and Discovery Park to Parker residents and visitors.

Holiday Carriage Rides

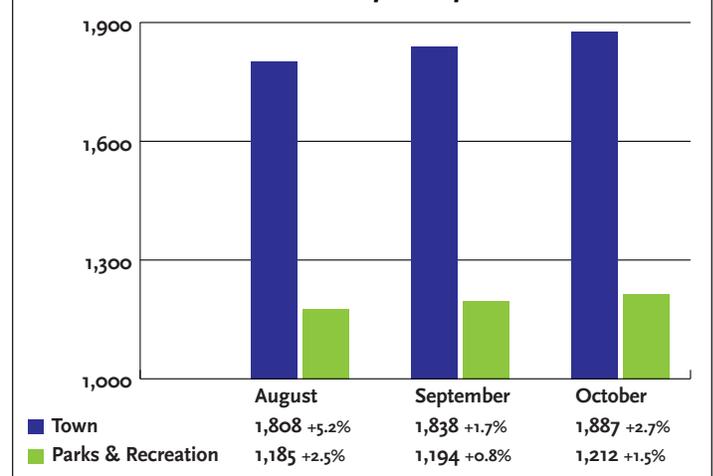
Holiday Carriage Rides will take place on Nov. 25 and 26 and Dec. 3, 10 and 17. Ride stations will be at O’Brien Park and the new library. Rides are free to the community, but tickets will need to be reserved. This year we are using SignUpGenius to make it easier for participants to reserve tickets. Full details can be found at www.ParkerOnline.org/CarriageRides.

Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison





Comprehensive Planning

Parker Road Corridor Plan

Parker Road is often the first and last impression of visitors to the Town of Parker. The Parker Road Corridor Plan takes a comprehensive look at future planning for land use, aesthetics, transportation and economic conditions along the corridor. The Town, along with consultant Logan Simpson, has just completed Phase 1 (of three phases) of the Parker Road Corridor Plan. Phase 1 included public outreach and existing conditions analysis. The next steps in the process are vision and goal setting, alternatives analysis and additional public input. Please help us continue to plan this important corridor by visiting the project website at 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 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 study and plan will be completed in late 2016.

Pikes Peak Avenue, Pikes Peak Drive and Pilgrim's Place

Two of the recommendations from the Mainstreet Master Plan were to:

- Improve Pikes Peak Avenue and Pikes Peak Drive to better accommodate bicycles and pedestrians.
- Redesign Pilgrim's Place from an alley to a 'Festival Street' to accommodate autos, bicycles and pedestrians while allowing it to be closed for medium sized events.
- The Capital Improvement Program funded design work for these projects in 2016. Community Development and Engineering are coordinating in the design efforts and have hired RNL Design to develop the urban design elements for these streets.

COMMUNITY DEVELOPMENT

Building Division Statistics - October 2016

Single-Family Permits: 31 (232 total in 2016)

\$10,977,337 valuation (\$83,376,352 total in 2016)

Multi-Family Permits: 13 (13 total for 60 units in 2016)

\$7,657,924 valuation (\$7,657,924 total in 2016)

Commercial Permits (New): 1 (24 total in 2016)

\$1,571,740 valuation (\$38,248,528 total in 2016)

Commercial Permits (Remodel): 104 (623 total in 2016)

\$3,170,186 valuation (\$22,686,710 total in 2016)

Other Permits: 162 (1,824 total in 2016)

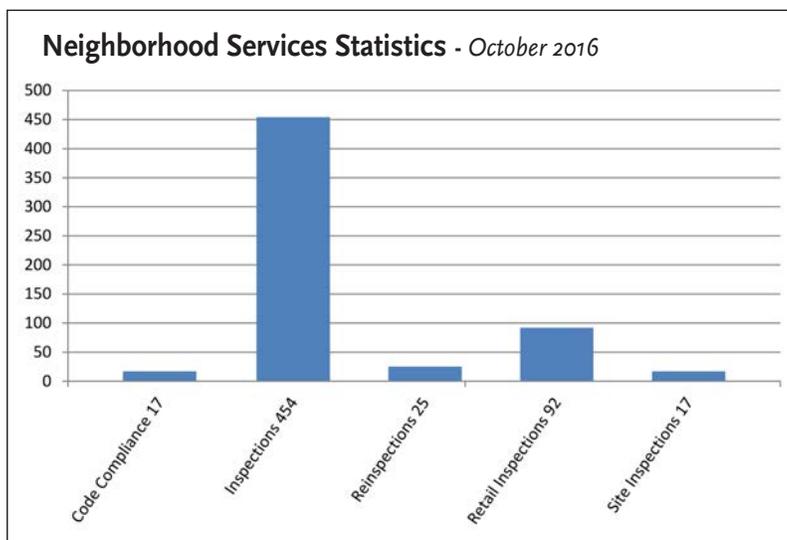
\$887,517 valuation (\$9,011,387 total in 2016)

Total Permits: 311 (2,716 total in 2016)

\$24,264,704 valuation (\$160,980,900 total in 2016)

Inspections: 2,369 (23,145 total in 2016)

Total Valuation: \$160,980,900 in 2016



COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

- American Academy – Site Plan
- Architectural Concepts Building – Site Plan (**New Project**)
- Blue Mountain Storage – Site Plan
- Burger King Remodel – Site Plan
- Cherrywood Commercial Hotel – Site Plan
- Cherrywood Commercial West Retail Building – Site Plan
- Cherrywood Commercial East Retail Building – Site Plan
- Circle K at Jordan and Parkerhouse – Site Plan (**New Project**)
- Compark Village South Filing 2A Final Plat
- Cottonwood Highlands Filing 2 Final Plat
- Cottonwood Highlands Filing 2C Final Plat (**New Project**)
- Crown Point New Single Tenant Retail Building – Site Plan
- Crown Point Raising Cane's Restaurant – Site Plan
- Hickory House Addition – Site Plan
- Highlands at Kings Point – Annexation and Zoning
- Lot 10 Dransfeldt Place Boat and RV Storage
- Meadowlark Zoning and Annexation – New Residential
- O'Brien Park Improvements – Site Plan
- Olde Town Preliminary Plan – New Residential
- Parker Keystone Commercial – Site Plan/Replat
- Parker Place Hotel – Site Plan (**New Project**)
- Parker Taphouse – Site Plan
- Pine Bluffs Multifamily
- Saint John Extended Stay Hotel – Site Plan
- Twenty Mile Gun Range – Site Plan
- Vehicle Vault Outdoor Space – Site Plan (**New Project**)
- Westcreek Multifamily

Major Projects Under Construction

- Assisted Living Facility – Crown Point
- Boondock's Food & Fun Center – Crown Point
- Brakes Plus
- CVS Pharmacy – Stonegate
- Enclave at Cherry Creek Multi-Family
- Mini U Storage – Dransfeldt
- Park 64 Multi-Family
- Parker Flats Multi-Family
- Parker Hilltop Health Care/Emergency Care Clinic
- Rehab Center – Compark
- Your Storage Center – Polo Business Park
- Vantage Point Multi-Family
- Watermark II Multi-Family

Project Focus:

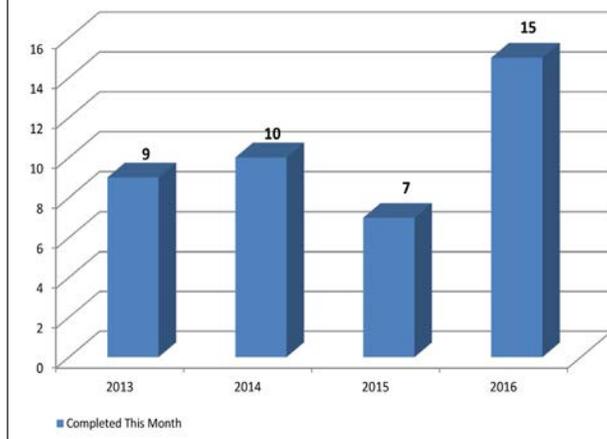
New Office/Light Industrial Building

Currently under review on Longs Way, south of the Fieldhouse, is a 41,844-square-foot office/light industrial building that will allow local business Architectural Concepts, LLC, to expand. The proposed building will be one story with an exterior consisting of bard formed concrete, textured paint and glazing.



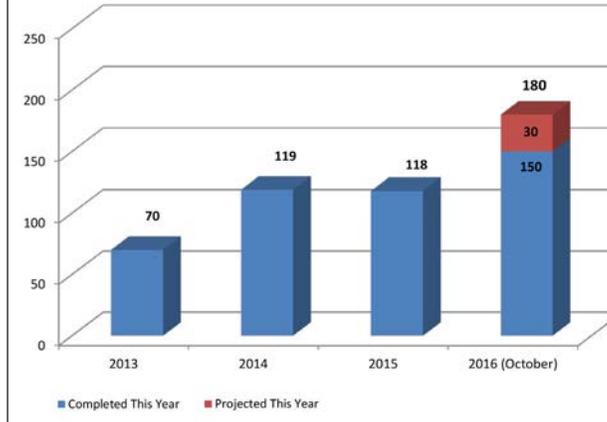
Development Review Submittals - October 2016

(annexation, site plan, subdivision, zoning)



Development Review Submittals - Yearly Projection

(annexation, site plan, subdivision, zoning)





CULTURAL DEPARTMENT

Education Update

- Parker Arts took a leap of faith in programming for our local talented adults by offering a new class “Improv the Burbs,” where participating students not only enjoyed an adult drop-in improv class, but also provided the opening act for the sold-out Comedy and Cocktails on Oct. 22. It was a unique and successful experience for audience members, students and Parker Arts!
- This fall, Parker Arts filled the PACE Center kitchen on Monday nights with 50 adult student chefs in various cooking classes teaching Thai, Mediterranean and Italian, as well as holiday treats.
- Rob Mies visited Parker Arts for his sixth consecutive year presenting Bat Encounters to 254 guests from across the metro area. ▶
- One hundred and eighteen guests visited the PACE Center for the first two of four 2016/2017 season offerings of Astronomy 101 presented by Win Pendleton, PhD.



October Box Office

Parker Arts sold out several shows in the month of October:

- Comedy & Cocktails: Madcap Comedy Theatre (Oct. 22)
- PACE 5-Year Anniversary with Wayne Brady (Oct. 28)
- Parker Symphony Orchestra: Dvorak's New World Symphony and Other Romantic Selections (Oct. 20)

Note: The new series, “Friday Night Jazz” featuring Brazilian and Latin Favorites, was almost sold out at 94%.

Spamalot Recap

Parker Arts received a variety of positive responses from patrons who experienced the production of Spamalot held at the PACE Center in October:

- “This production was top rate. We saw Spamalot in New York and this show was every bit as good.”
- “Loved seeing Mayor Waid and how the production was customized for Parker, Colorado.”
- “We loved it and thought the performances were wonderful! We have not laughed that hard in a long time. A great time was had by all! Keep up the good work; we will definitely be back!”

PACE Center's 5-Year Anniversary

- The PACE Center celebrated its fifth anniversary on Oct. 28. In five years, almost 1,000 performances have taken place on the main stage and nearly 225,500 tickets have been sold.
- The sold-out event included a VIP dinner in our breathtakingly decorated event room, hilarious comedy by Wayne Brady and a fun-filled after party with dancing and more celebrating. ▼





ECONOMIC DEVELOPMENT

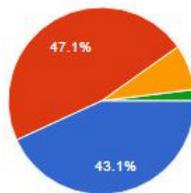
Business Retention Visits - 2016

IEDC Conference

Professional Economic Developers from across the nation gathered in Cleveland this month to explore best practices, provide continuing education and professional certification, and explore the changing landscape of the industry at the local, state and federal level.

Matt Carlson, a long-time member of the organization, attended the conference on behalf of the Town and as part of a coalition of Colorado communities including Metro Denver, Denver South, Commerce City, Erie, Longmont and several others.

Type of Business Visited



Retail	22	43.1%
Restaurant / Bar	24	47.1%
Service Provider	4	7.8%
All other	1	2%

Employment Trend



Increasing	9	37.5%
Staying the Same	14	58.3%
Declining	1	4.2%

Sales Trend



Increasing	28	80%
Staying the Same	7	20%
Declining	0	0%

Expense Trend



Increasing	2	8.7%
Staying the Same	21	91.3%
Declining	0	0%

Profitability Trend



Increasing	21	72.4%
Staying the Same	7	24.1%
Declining	1	3.4%

Summary of 2016 Business Retention Visits

51 formal visits conducted





Mayor/Councilmembers attended 35% of the visits

Generally, 2016 was a good year for increased sales and profit





Most common struggle noted was workforce, particularly finding workers for restaurants and fast food service



ENGINEERING AND PUBLIC WORKS

Roadway Capital Improvement Projects

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 was competitively bid in August and awarded by Town Council in September. The contractor commenced construction in October and the traffic signal is anticipated to be operational by the end of 2016. Work will continue into early 2017 as weather allows.

Cottonwood Drive Widening

- Widening of Cottonwood Drive between Jordan Road and Cottonwood Way

The funding for the design for this project was appropriated as part of the 2016 budget. Design work has commenced with completion anticipated by mid-2017. Due to budget constraints, the funding for the widening construction will not be available until 2018. Construction is currently anticipated for 2018 pending approval of the 2018 budget in late 2017.

Summerset Lane Extension

- Extension of Summerset Lane east of Pine Drive

The design for the project is currently underway with construction tentatively scheduled for 2017.

Chambers Road Widening

- Widening of Chambers Road between Hess Road and Mainstreet

The roadway and bridge construction is continuing. Asphalt pavement for the new northbound lanes was substantially completed in October except at the Newlin Gulch bridge. The roadway widening construction is scheduled to conclude late in 2016 to allow the new lanes to be available for the traveling public. The milling and repaving of the existing lanes will be completed in the spring of 2017 with median landscaping to follow in the summer of 2017 (pending 2017 funding for the landscaping). Funding for this roadway widening project is a joint effort with Douglas County and the Douglas County School District.

Jordan Road Widening

- Widening of Jordan Road between Hess Road and Bradbury Parkway

Due to the funding constraints associated with the Cottonwood Drive widening project construction, the Town has commenced the design of the Jordan Road widening project in 2016 to allow for potential construction in 2017. Town Council approved award of the design contract at the Sept. 19 Town Council meeting and design efforts commenced in October. The design is anticipated to be completed in the spring of 2017 to allow for potential bidding and construction in 2017 pending approval of the 2017 budget.

Annual Roadway Maintenance Projects

Townwide Concrete Repair

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

The contractor on the project commenced work in late July with work anticipated to be substantially complete in November. Town staff is currently evaluating potential work areas for the 2017 contract pending approval of the 2017 budget by Town Council.

Roadway Reconstruction

- Street repairs to various locations in Town

The 2016 roadway reconstruction project limit is the eastbound direction of Mainstreet between the commercial access at the southwest corner of Jordan Road to the Motsenbocker Road intersection. This roadway was reconstructed as asphalt pavement in a similar manner as was done in 2015 for the westbound Mainstreet direction. The project also included concrete pavement maintenance and diamond grinding on Jordan Road and Mainstreet west of Jordan. Construction on the project is complete. Town staff is currently evaluating potential work areas for the 2017 contract pending approval of the 2017 budget.

Roadway Resurfacing

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

The contracted asphalt mill/overlay and slurry/chip seal portions of the program are substantially complete. The asphalt/mill contract of the program has been closed out and the Town is currently working to close out the slurry/chip seal contract. Town staff is currently evaluating potential work areas for the 2017 contract pending approval of the 2017 budget.

ENGINEERING AND PUBLIC WORKS - CONT'D

Recreation Improvements

Discovery Park

- 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. ▶

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

Construction commenced in August and is anticipated to be completed in late 2016. Work currently includes the Newlin Gulch low-water trail crossing/drop structure and concrete trail construction.

East-West Trail - Phase III

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

Design on the project has begun and preliminary discussions with PSCo/Xcel related to a required license agreement to allow for construction of the trail are underway. Construction is anticipated for 2017 pending funding.



Dog/Disc Golf Park

- Construction of a combination dog park and disc golf park on Pine Lane west of Cherry Creek

The project was competitively bid in September and awarded by Town Council on Oct. 3. Construction of the improvements has commenced and will continue through winter as weather allows. The project is scheduled to be complete in summer 2017.

Facility CIP Projects

Parker Schoolhouse Annex Remodel

- Remodel the existing non-historic annex interior space including a concession, box office and office addition; restroom upgrades; fire alarm upgrades; and various interior upgrades

The project is currently in the design phase with bidding anticipated for spring 2017 and construction completion anticipated for late summer 2017.

Parker Fieldhouse Playground to Classroom/Office Remodel Project

- Conversion of the existing indoor playground area to classrooms and the addition of office space

The project is currently in the design phase with bidding and completion of construction anticipated for 2017.

Stormwater CIP Projects

Newlin Gulch at East-West Trail

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

Grading for the drop structure and pedestrian crossing at Newlin Gulch has started and the project is anticipated to be complete in the fourth quarter of 2016.

Parker Schoolhouse Historical Restoration

The Town was awarded two grants from the Colorado State Historical Fund to support the school restoration work of The Schoolhouse with the Phase I grant being \$100,275 and Phase II being \$198,045. The first phase of construction, with a price tag of \$213,975, restored the Mainstreet-facing windows and entrance. In addition, the principal's office above the main entrance, added in the 1950s, was removed, which opened up the entrance restoring it to its original impressive appearance.

Phase II, at a cost of \$849,218, was recently completed. It included replacing the outdated and inefficient heating system with two hydronic boilers, created an enlarged dance studio in the lower level, an elevator shaft, window rehab and exposing and restoring the beautiful wood trim and flooring throughout the lower level (pictured at right).

More recently, The Town was awarded a third \$200,000 grant for Phase III work. This final phase is slated to begin later this winter with completion planned for early fall 2017.

Phase III will include restoring the upstairs and converting it into a flexible gallery/event space, an elevator addition, exterior brick restoration, a new roof and installation of the rooftop cupola. Contract price negotiations are underway for this final phase.





Facts & Statistics

October 2016

Accounts Payable

Total AP spend:

\$3,483,137.06

Invoices processed:

600

Checks processed:

398

Total check runs:

4

Average invoices per check run:

150

Average amount per invoice:

\$5,805.23

Average amount of check:

\$8,751.60

Purchasing Cards

Total P-Card spend:

\$402,939.11

Total P-Card transactions:

975

Total statement cycles:

1

Average transaction amount:

\$413.27

Payroll

Direct Deposits:

1,248

Employees Paid:

659

PANs Paid:

123

Sales Tax

New accounts opened:

51

Accounts closed:

5

Active audits:

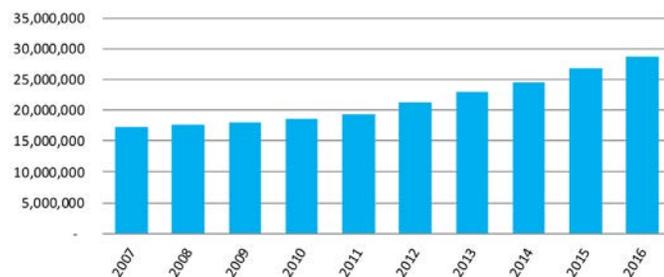
45

Subscribers for sales tax notifications:

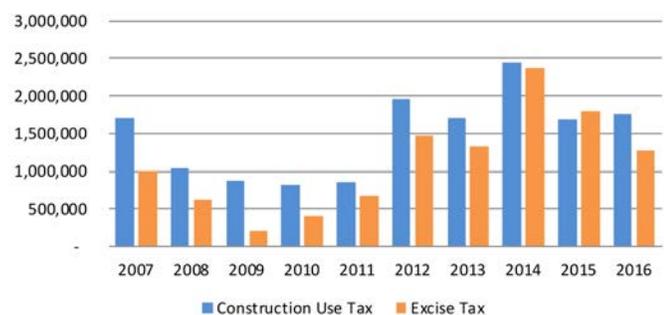
1,084 in 4 countries and 37 states

FINANCE

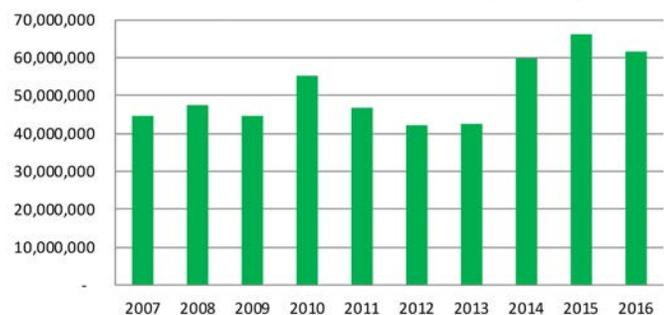
Sales Tax Comparison - as of Oct. 31



Use & Excise Tax Comparison - as of Oct. 31



Total Expenditures Comparison - as of Oct. 31





PARKS AND RECREATION

Tree and Shrub Pruning

Although most routine maintenance on landscaped medians is contracted out, tree and shrub pruning is performed by Parks and Forestry staff. Crews removed dead branches and pruned plant material back from median curbs to improve aesthetics, plant health and vehicular safety.



Irrigation Winterization

The irrigation crew started blowouts of our irrigation system Town-wide. Winterization typically takes the three-person crew a full month. They start on the systems most likely to freeze, such as medians, and leave athletic fields up and watering until last. The longer into the year we can water high-use turf, the safer and more resilient the fields will be the following season.



Fieldhouse Fright Night

The crew at the Parker Fieldhouse hosted another successful Fieldhouse Fright Night event on Oct. 22. Both kids and adults found tricks and treats galore on Trick-or-Treat Street, played ghoulish games on the turf, skated the night away with Spook Skate, made their way through creepy crawlies and scary zombies in the Haunted House and even conquered the Rock'n Halloween Climbing Wall!



Seasonal Decorations

In October, the Parks and Forestry Divisions decorated the Mainstreet medians and Town Hall with Halloween lights, pumpkins, gourds, hay bales and cornstalks. Staff got very creative with the project!





POLICE DEPARTMENT

Department Updates

- The Police Department hosted the Parker Civic Academy on Oct. 26. Chief King and Commander Chris Peters detailed the many areas of the department, as well as the community events that PD operates. Sergeant Nick Eckmann ran members of the class through the TI use of force simulator.
- Parker PD hosted more than 160 Boy Scouts, Girl Scouts and parents for the annual Scout Night. The scouts were on hand to earn their merit badges in three different areas: Crime Prevention, Emergency Preparedness and Crime Scene Investigation & Evidence.
- Parker Police participated in the Career Connect Day at the Douglas County Fairgrounds. Officer Sherry Corcoran and Communications Technician Danielle Huskey were on hand with more than 5,000 eighth-grade students from 21 Douglas County Schools throughout the day.
- Department staff posted information on Nov. 2 about the Green Dot MoneyPak Scam resurfacing. Parker residents were initially alerted to these scams in January 2014 and again in August 2015. Although no calls have been received at this time by Parker Police, the Sheriff's office had received several complaints, which prompted the alert.
- The Oct. 22 Red Robin Tip-a-Cop event was a tremendous success. Parker PD raised more than \$5,400 for Special Olympics Colorado and their athletes this year, a \$1,100 increase over last year, and won the Highest Tip-Raiser Hamburger Trophy for the first time by raising the most money in the state!
- Parker PD hosted Prescription Drug Take-Back Day on Oct. 22. There were 114 event locations around the state, and nearly 18,000 pounds of prescription drugs were collected.

Drinking and Driving PSA

Parker PD put out a drinking and driving PSA on Nov. 4. Staff used facts comparing this year to last year while giving people tips on what they can do to help stop drunk driving. (Most notably what a REDDI [Report Every Drunk Driver Immediately] report is and how useful they are.) Through Nov. 1, arrests for suspicion of DUI are down 12% YTD.



Halloween in Parker

- Sergeant Nick Eckmann and his team participated in Trunk or Treat at Pioneer and Iron Horse Elementary. Officers Trey Biles, Cathy Dillon, Darcy Hier, Rachael Obermeyer and Ryan Wolff handed out candy to the hundreds of children from the trunks of their squad cars. ▼



- Officer Darcy Hier was at Trick or Treat on Mainstreet with her squad car handing out candy and having a great time with kids and parents. Communications Technician Danielle Huskey and Explorer Scott Humecky ran a 9-1-1 education booth and handed out candy and 9-1-1 information to more than 3,000 people. ▼

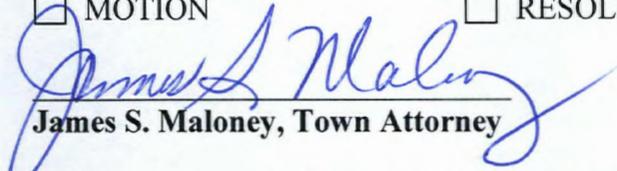


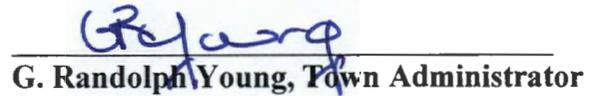


REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 5.28.20 – A Bill for an Ordinance Amending Chapter 5.02 of the Parker Municipal Code to Establish a New Liquor License Type; and Creating a New Section 5.02.810 and 5.02.820 to Allow Transfers of Retail Liquor Store and Liquor-Licensed Drugstore Licenses

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 st READING (11/07/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 nd READING (11/21/2016) |
| <input type="checkbox"/> MOTION | <input type="checkbox"/> RESOLUTION |


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: Two new laws, House Bill 16-1439 and Senate Bill 16-197, were enacted by the General Assembly this year that will change the landscape of the Colorado liquor industry in many ways and will require the Town Council to amend Chapter 5.02 of the Parker Municipal Code to conform with House Bill 16-1439 and Senate Bill 16-197.

PRIOR ACTION: The Special Licensing Authority recommends approval of the attached Ordinance.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: House Bill 16-1439 creates a new type of liquor license under the Colorado Liquor Code, referred to as a Lodging and Entertainment License, for a lodging and entertainment facility that, as its primary business, provides lodging, sports, or entertainment activities to the public and, incidental to that business, sells and serves alcohol beverages for consumption on the premises. HB16-1439 is intended to phase out tavern licenses that do not necessarily fit the lawful definition of a tavern, because their primary business function is not the sale of alcoholic beverages. The tavern license will still be available for those businesses that only sell alcoholic beverages.

Senate Bill 16-197 is a comprehensive bill that will allow liquor-licensed drugstore (“LLD”) and retail liquor store licensees to obtain additional licenses under limited circumstances beginning on January 1, 2017. LLD licenses may be obtained by applying to the state and the local licensing authority to transfer two (2) existing retail liquor store licenses from the same local jurisdiction to convert to one LLD license. Senate Bill 16-197 prohibits a convenience or grocery store with a “converted” license to be within 1,500 feet of another retail liquor store if the municipality has a population of greater than 10,000.

Starting in 2019, there will no longer be a difference in alcohol content between “fermented malt beverages” and “malt liquor,” because SB-197 amends the definition of “malt liquor” to encompass both types of beer. Consequently, 3.2% beer will be effectively eliminated from store shelves in Colorado.

In order to implement these changes to the State Liquor Code, the Town Council needs to adopt the attached ordinance.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Special Licensing Authority; Carol Baumgartner, Town Clerk; Corey Y. Hoffmann, Special Counsel; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 5.28.20

RECOMMENDED MOTION: "I move to approve Ordinance No. 5.28.20 on second reading."

ORDINANCE NO. 5.28.20, Series of 2016

TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 5.02 OF THE PARKER MUNICIPAL CODE TO ESTABLISH A NEW LIQUOR LICENSE TYPE; AND CREATING NEW SECTIONS 5.02.810 AND 5.02.820 TO ALLOW TRANSFERS OF RETAIL LIQUOR STORE AND LIQUOR-LICENSED DRUGSTORE LICENSES

WHEREAS, the Colorado Legislature recently amended the Colorado Liquor Code, C.R.S. § 12-47-101, *et seq.*, creating a new alcohol beverage license to permit a lodging and entertainment facility to sell alcohol beverages for on-premises consumption;

WHEREAS, the Colorado Legislature recently amended the Colorado Liquor Code, C.R.S. § 12-47-101, *et seq.*, allowing, among other things, retail liquor store licensees and liquor-licensed drugstore licensees to acquire additional licenses;

WHEREAS, Governor Hickenlooper signed House Bill 2016-1439 and Senate Bill 2016-197 into law on June 10, 2016, effectively immediately;

WHEREAS, pursuant to C.R.S. § 12-47-309, the Town is authorized to issue, at its option, a lodging and entertainment license to a qualified lodging and entertainment facility;

WHEREAS, the Parker Municipal Code currently does not permit retail liquor store licensees and liquor-licensed drugstore licensees to acquire additional retail liquor store or liquor-licensed drugstore licenses; and

WHEREAS, the Town Council desires to adopt an ordinance to comply with the recent revisions to the Colorado Liquor Code.

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

Section 1. Section 5.02.610, Definitions, of the Parker Municipal Code is hereby amended to read as follows:

5.02.610 Definition.

As used in this Division, the term liquor license shall include the following classes of licenses:

* * *

- (9) Arts license; **and**
- (10) Racetrack license; **and**
- (11) **Retail gaming tavern license. Lodging and entertainment facility license.**

Section 2. Section 5.02.635, Manager registration, of the Parker Municipal Code is hereby amended to read as follows:

5.02.635 Manager registration.

(a) A person licensed pursuant to this Division as a hotel and restaurant licensee, ~~or a tavern licensee,~~ **or a lodging and entertainment facility licensee** shall manage the premises himself or herself or shall employ a separate and distinct manager on the premises and shall register the name of the manager with the Town. No person shall be a registered manager for more than one (1) licensed premises.

Section 3. Section 5.02.730, Distance from schools, of the Parker Municipal Code is hereby amended to read as follows:

5.02.730 Distance from schools.

* * *

(b) Subsection (a) does not apply to:

* * *

(3) A liquor license in effect and actively doing business before the principal campus was constructed; ~~or~~

(4) Any club located within the principal campus of any college, university or seminary, as defined in Section 12-47-103(3), (4) and (5), C.R.S., which limits its membership to the faculty or staff of such institution;

(5) Any applicant for a liquor license who desires to operate a business where liquor is sold by the drink for consumption on premises within the DB-Downtown Business District; or

(6) The conversion of a tavern license to a lodging and entertainment facility license or to another license granted under the provisions of this Chapter, if any, for which the person qualifies.

Section 4. Section 5.02.740, Transfer, of the Parker Municipal Code is hereby amended to read as follows:

5.02.740 Transfer.

No license for alcoholic liquor granted under the provisions of this Division shall be transferable, ~~except that~~ **except where permitted by state law or provisions of this Code relating to the particular license.** ~~when~~ **When** a license has been issued to a husband and wife, or to general or limited partners, the death of a spouse or partner shall not require the surviving spouse or partner to obtain a new license. All rights and privileges granted under the original

license shall continue in full force and effect as to such survivors for the balance of the license period

Section 5. Chapter 5.02 of the Parker Municipal Code is hereby amended by the addition of a new Section 5.02.810, which shall read as follows:

5.02.810 Retail liquor store license-multiple licenses permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a retail liquor store license issued by the Local Licensing Authority may acquire additional retail liquor store licenses issued by the Local Licensing Authority in accordance with the schedule set forth in section 12-47-407(4), C.R.S.; provided, however, that the additional license sought to be acquired is for a retail liquor store located at least one thousand five hundred (1,500) feet from another licensed retail liquor store.

(b) Any owner, part owner, shareholder or person interested directly or indirectly in a retail liquor store issued by the Local Licensing Authority who has acquired ownership of an additional retail liquor store license may apply for a transfer of ownership or change in location of the retail liquor store pursuant to the procedures outlined in this Division.

Section 6. Chapter 5.02 of the Parker Municipal Code is hereby amended by the addition of a new Section 5.02.820, which shall read as follows:

5.02.820 Liquor-licensed drugstore license-multiple licenses and conversion permitted.

(a) An owner, part owner, shareholder, or person interested directly or indirectly in a liquor-licensed drugstore license issued by the Local Licensing Authority may acquire additional liquor-licensed drugstore licenses issued by the Local Licensing Authority in accordance with the schedule set forth in section 12-47-408(4), C.R.S.; provided, however, that the additional license is obtained in accordance with Subsection (b) below.

(b) Any person applying for an additional liquor-licensed drugstore license on or after January 1, 2017, and before January 1, 2019, must meet the following requirements:

(1) The applicant applies to transfer ownership of:

a. all licensed retail liquor stores located within one thousand five hundred (1,500) feet of the proposed drugstore premises; or

b. if there are no licensed retail liquor stores within one thousand five hundred (1,500) feet of the drugstore premises, at least two (2) licensed retail liquor stores within the Town's jurisdiction;

(2) The applicant applies for a change of location of one (1) of the retail liquor stores;

(3) The applicant applies for a merger and conversion of the retail liquor store licenses into a single liquor-licensed drugstore;

(4) Upon transfer and conversion of the retail liquor store licenses to a single liquor-licensed drugstore, the drugstore premises for which the additional license is sought will be located at least one thousand five hundred (1,500) feet from all licensed retail liquor stores; and

(5) The applicant can demonstrate that at least twenty percent (20%) of the gross proceeds from total sales during the prior twelve (12) months at the licensee's drugstore premises derived from the sale of food items.

(c) The liquor-licensed drugstore applying for a license merger and conversion of retail liquor licenses into a single liquor-licensed drugstore license may apply for a transfer, change of location, and merger and conversion all as part of a single application, and an applicant need not apply separately. All of the procedures outlined in this Division shall be applicable to a merger and conversion of existing retail liquor store licenses to a single liquor-licensed drugstore license.

Section 7. The definition of "*liquor license*" in Section 5.02.860, Definitions, of the Parker Municipal Code is hereby amended to read as follows:

5.02.860 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Liquor license shall include the following classes of licenses:

* * *

b. Liquor-licensed drugstore;

* * *

i. Arts license; *and*

j. Racetrack license; **and**

k. Lodging and entertainment facility license.

Section 8. Section 5.02.860, Definitions, of the Parker Municipal Code is hereby amended by the addition of the following new definition, to be inserted alphabetically:

5.02.860 Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

* * *

Lodging and entertainment facility means an establishment that is either: (a) a lodging facility, the primary business of which is to provide the public with sleeping rooms and meeting facilities; or (b) an entertainment facility, the primary business of which is to provide the public with sports or entertainment activities within its licensed premises; and incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the premises and has sandwiches and light snacks available for consumption on the premises.

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 attained. The Town Council further finds that the title to this Ordinance was posted in two (2) public places, two (2) days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 10. 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 11. 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



ITEM NO: 9
DATE: 11/21/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 9.260 – A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the E-470 Public Highway Authority and Town of Parker Regarding the Extension of the Existing E-470 Trail

- | | | | | |
|--------------------------|----------------|-------------------------------------|---------------------------------------|--------------|
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE FOR 1 ST READING | (11/07/2016) |
| <input type="checkbox"/> | CONTRACT | <input checked="" type="checkbox"/> | ORDINANCE FOR 2 ND READING | (11/21/2016) |
| <input type="checkbox"/> | MOTION | <input type="checkbox"/> | RESOLUTION | |

Jim Cleveland, Parks & Recreation Director

G. Randolph Young, Town Administrator

ISSUE: Town staff has been working with the E-470 Public Highway Authority (the “Authority”) concerning the extension of the E-470 Trail. The Authority is currently widening E-470 from Quincy Avenue to Parker Road. The attached Intergovernmental Agreement (IGA) outlines the specific terms and conditions regarding the alignment, timing, construction, maintenance, and the Authority funding contribution related to the extension of the E-470 Trail.

PRIOR ACTION: There has been no prior action pertaining to this project.

FUNDING/BUDGET IMPACT: There are two potential budgetary impacts related to this project if approved and implemented per the IGA. These include 1) perpetual maintenance by the Town of the existing E-470 Trail within the Town boundary if and when this obligation is transferred to the Town, and 2) the potential additional cost difference above the \$438,000 to construct the trail within the “Bench Grade Area” (see **BACKGROUND** section). The annual trail maintenance funding impact has been estimated by staff at approximately \$7,800 in 2016 dollars. Staff does not anticipate any additional construction cost above the \$438,000 noted in IGA since the original cost estimate was based on a longer trail segment (approx. 7,300 linear feet) versus the current 3,168 linear feet within the “Bench Grade Area”.

BACKGROUND: Based upon negotiations with the Authority concerning the extension of the existing E-470 trail, the following terms and conditions have been agreed upon. Using the attached vicinity map, the details of the IGA can be summarized as follows:

1. Town-Preferred Alignment. Upon the approval of the agreement, the Authority will pay to the Town \$438,000 to build the “Town-Preferred Alignment,” which is shown as the yellow line. The Town will have five (5) years (with a possible extension of two (2) additional years) to design and construct the Town-Preferred Alignment with the cooperation and assistance of its partners, which include Arapahoe County, Douglas County, and the City

of Aurora (the “Partners”). If the Town-Preferred Alignment is not constructed within five (5) years (or seven (7) years, if the agreement is extended), the Town will return the \$438,000, together with interest, to the Authority.

2. Existing E-470 Trail Within Parker Town Boundary. If the Town and the Partners construct the Town-Preferred Alignment, then the Town will be obligated to assume the perpetual maintenance of the “Existing E-470 Trail within the Parker Town Boundary,” which is shown as a green line. The Authority is required to maintain the Existing E-470 Trail within the Parker Town Boundary according to Town standards, until such time as the maintenance obligation is transferred to the Town.

3. Bench Grade Area. The Authority is currently constructing the “Interim Trail Extension,” which is shown as a red line. The Authority recently constructed the “Bench Grade Area,” which is shown as a blue line. The Interim Trail Extension will ultimately connect to the Town-Preferred Alignment. However, if the Town-Preferred Alignment is not constructed, then the Interim Trail Extension will connect to the trail to be constructed on the Bench Grade Area, which trail will terminate at Cottonwood Drive. The Authority will use the \$438,000 that is returned by the Town to build the trail within the Bench Grade Area. However, if the cost to build this trail exceeds \$438,000, the Town and the Partners will be required to pay the Authority the difference, otherwise, the trail will not be constructed by the Authority.

RECOMMENDATION: Staff recommends approval.

PREPARED/REVIEWED BY: Dennis Trapp, Project Administrator; Jim Cleveland, Parks & Recreation Director; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Ordinance No. 9.260

RECOMMENDED MOTION: “I move to approve Ordinance No. 9.260 on second reading.”

Vicinity Map



ORDINANCE NO. 9.260, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE E-470 PUBLIC HIGHWAY AUTHORITY AND THE TOWN OF PARKER REGARDING THE EXTENSION OF THE EXISTING E-470 TRAIL

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 E-470 Public Highway Authority and the Town of Parker Regarding the Extension of the Existing E-470 Trail, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY
AND
THE TOWN OF PARKER
REGARDING THE EXTENSION OF THE EXISTING E-470 TRAIL**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into effective this _____ day of _____ 2016, by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “Authority”) and, the TOWN OF PARKER, a Colorado home rule municipality (the “Town”). The Authority and the Town may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority and the Town, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and Sections 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

WHEREAS, the Authority was created and organized pursuant to Sections 43-4-501, *et seq.*, C.R.S. (the “Act”), for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“E-470”); and

WHEREAS, E-470 is located within a three hundred foot (300’) wide right-of-way owned in fee by the Authority (the “ROW”) and is generally abutted by a seventy-five-foot (75’) multi-use easement owned by the Authority (“Multi-Use Easement” or “MUE”); and

WHEREAS, the Authority has historically anticipated the construction of a future public recreational trail within the MUE and, to date, the Authority is constructing portions of the recreational trail in the MUE up to South Ireland Way (the “Existing E-470 Trail”); and

WHEREAS, the Authority is currently widening E-470 from Quincy Avenue to Parker Road (the “Widening Project”); and

WHEREAS, During the Widening Project the Authority had planned to extend the Existing E-470 Trail within the MUE from South Ireland Way to Cottonwood Drive (the “Planned Extension”); and

WHEREAS, the Town is concerned about the at-grade crossing associated with the Planned Extension at Parker Road and Cottonwood Drive, and the Town desires to reach agreement with the Authority which allow the Town to seek alternative trail alignments to the Planned Extension located outside of the Authority’s MUE; and

WHEREAS, the Town’s preferred alignment is located approximately and conceptually in the area depicted in yellow on the map attached hereto and incorporated by this reference as **Exhibit A** (the “Town-Preferred Alignment”); and

WHEREAS, the Town-Preferred Alignment potentially traverses through property owned by private parties, the Town, Arapahoe County, Douglas County and the City of Aurora (the “Partners”); and the Authority and the Town wish to cooperate in an effort to facilitate the Town-Preferred Alignment on the terms and conditions provided herein.

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

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

I. AUTHORITY OBLIGATIONS.

A. Extension of Existing E-470 Trail. The Authority shall, in conjunction with the Widening Project, extend the Existing E-470 Trail from South Ireland Way to the county line between Arapahoe and Douglas Counties in the area depicted by the red line on **Exhibit A** (the “Interim Extension”).

B. Bench Grading for Planned Extension. The Authority shall, in conjunction with the Widening Project, bench grade for a future trail from the terminus of the Interim Extension to Cottonwood Drive as depicted in blue on **Exhibit A** (the “Bench Grade Area”). The Authority’s bench grading in the Bench Grade Area shall not give rise to any obligations whatsoever for the Authority to either construct or maintain the Planned Extension, except to the extent and subject to the conditions expressly set forth in Section 6 of this Agreement.

C. Contribution to Town-Preferred Alignment Design and Construction. The Authority shall, within thirty (30) calendar days of the effective date of this Agreement deposit with the Town the sum of Four Hundred Thirty-Eight Thousand Dollars (\$438,000) (the “Construction Contribution”) which shall be applied by the Town to the costs of designing and constructing the Town-Preferred Alignment subject to the following conditions and limitations:

1. The Construction Contribution shall to be held by the Town in a segregated interest bearing account, which shall be held separately from all other Town monies and accounts. The account may be audited by the Authority from time to time in order to ensure compliance with this Agreement; and

2. No payments shall be made by the Town from the Construction Contribution until:

(i) Construction contracts for the entire length of the Town-Preferred Alignment have been signed by the Town or one or more of the Partners containing definitive dates for both construction commencement and final completion of the entire length of the Town-Preferred Alignment; and

(ii) The Partners have expressly allocated by written contract the responsibility for perpetual operation and maintenance of the entire length of the Town-Preferred Alignment by entities, public or private, other than the Authority.

3. The Construction Contribution shall be utilized solely to fund direct expenses incurred by the Town or the other Partners for the costs of design or construction of the Town-Preferred Alignment. The Construction Contribution shall not be used to fund any costs or expenses other than those paid directly to design or construction professionals for the costs of designing and constructing the Town-preferred alignment. The Construction Contribution shall not be used to fund costs and expenses associated with right-of-way acquisition, staff time, negotiating contributions from any of the Partners, architectural renderings done solely for public information purposes or any other similar payments.

4. The Town shall provide a detailed and itemized written report to the Authority's Finance Director annually on February 1st of each year during the term of this Agreement describing all design or construction expenses paid, including the vendor name and work performed, for the previous year, as well as a summary of the status of negotiation among the Partners.

5. The Construction Contribution shall be returned to the Authority, including any and all accrued interest (the "Funds"), on the fifth (5th) anniversary of the effective date of this Agreement (the "Term") if the conditions specified in Section (C)(2)(i) and (C)(2)(ii) have not be fulfilled; provided that the Town and any of the Partners may request that the Term be extended for an additional two (2) years, which request shall be subject to the Authority's approval, which shall not be unreasonably withheld.

6. In the event that the Funds are returned to the Authority as provided herein, the Authority shall construct the Planned Extension in the Bench Grade Area, subject to the following limitations, which shall be conditions precedent to the Authority's obligation to construct the Planned Extension:

(i) The Authority will seek bids for construction of the Planned Extension within the Bench Grade Area within one (1) year of the date that the Funds are returned to the Authority. If the Funds are not sufficient to construct the Planned Extension based upon the lowest responsive and responsible bid received by the Authority (the "Bid"), the Authority will notify the Partners in writing of the dollar amount of the difference between the Funds and the Bid (the "Shortfall"). The Town and any number of the Partners shall, within forty-five (45) days following the date of the written notice of the Shortfall, pay the full amount of the Shortfall to the Authority.

D. Authority Maintenance of Existing E-470 Trail to Town Standards. The Authority shall at all times during the term of this Agreement maintain all portions of the Existing E-470 Trail within the Town, which the Town will be asked to maintain upon substantial completion of the Town-Preferred Alignment, in accordance with the Town's trail maintenance standards attached hereto, and incorporated herein by this reference, as **Exhibit B**.

Further, the Authority shall perform the work described in **Exhibit C** on the Existing E-470 Trail within the Town in order to ensure turnover to the Town for maintenance as provided in Section II(C).

E. Town Annual Inspection of Existing E-470 Trail. The Town and the Authority will jointly conduct an annual inspection of the Existing E-470 Trail within the Town in order to allow the Town to verify annually the Authority's continued compliance with **Exhibits B and C** (the "Annual Inspection"). The Annual Inspection shall take place during the month of June on a mutually agreed day and time each year, until such time as the Town or other Partners have commenced construction of the Town-Preferred Alignment or the Term expires.

F. Town Final Inspection and Acceptance for Perpetual Maintenance of Existing E-470 Trail. Upon substantial completion of construction of the Town-Preferred Alignment, the Town and the Authority shall perform a final inspection to ensure Authority compliance with **Exhibits B and C** (the "Final Inspection"). The Town shall, within thirty (30) days of the date of Final Inspection, take over the perpetual maintenance of the Existing E-470 Trail within the Town. During the term of this Agreement, the Authority agrees to perform the work reasonably necessary to bring any areas identified during Annual Inspections into compliance with **Exhibit B**, consistent with the maintenance performed by the Town on similar trails, within sixty (60) days of the date of the Annual Inspection and to demonstrate the same to the Town.

II. TOWN OBLIGATIONS

A. Coordinate Among Partners. The Town shall coordinate among all Partners with the goal of obtaining all Partner's written agreement for construction and maintenance of the Town-Preferred Alignment and having a construction commencement date established on or before the end of the Term of this Agreement, and any Authority-approved extensions of the Term described in Section 5 of this Agreement; and

B. Maintenance of Town-Preferred Alignment Located within the Town of Parker. The Town agrees that if the Authority performs the maintenance described in **Exhibit B and Exhibit C**, then, upon substantial completion of the construction of the Town-Preferred Alignment, (1) the Town or others as provided herein shall assume perpetual operational and maintenance obligations for the Town-Preferred Alignment, and (2) the Town shall assume perpetual operational and maintenance obligations for all portions of the Existing E-470 Trail located within the Town outside from the E-470 mainline and the right-of-way fence separating the right-of-way from the trails as more specifically identified on **Exhibit A**, and described therein as the "Existing E-470 Trail within Parker Town boundary" in the area depicted by the green line. The Town's perpetual maintenance obligations shall not include the fencing separating the right-of-way from the trails which shall remain the Authority's maintenance obligation.

III. EXISTING CHERRY CREEK TRAIL IGA. The Town and the Authority entered into that Intergovernmental Agreement by and between E-470 Public Highway Authority and the Town of Parker on April 9, 2015 (the "Cherry Creek Trail IGA"). The Parties agree that the provisions of the Cherry Creek Trail IGA remain in full force and effect. At such time as the Town takes over maintenance of the Existing E-470 Trail, the Parties agree to amend the Cherry

Creek Trail IGA, or incorporate it into a new intergovernmental agreement regarding on-going trail maintenance.

IV. AUTHORITY PERMITS FOR THE EXTENSION. The Town shall be required to obtain all necessary permits for the construction of the Town-Preferred Alignment as provided by Section 10 of the E-470 Annexation Agreement dated September 10, 2012, between the Parties (the “Annexation Agreement”); provided that the Town shall not be required to pay any fees for permits or other fees described in the E-470 Public Highway Manual, as amended. The Authority agrees to provide timely permit approvals, subject to the Town’s compliance with the Annexation Agreement. In the event that a necessary permit is not issued or unreasonably delayed, then in that event the Term of the Escrow will be extended by the number of days that the permit is not issued or unreasonably delayed.

V. NOTICES. Any notice required or permitted to be given hereunder shall be deemed given and received: (i) two business days after mailing by United States certified mail, return receipt requested, postage prepaid, (ii) one business day after deposit prepaid with a reputable overnight courier for next day delivery, (iii) upon personal delivery during regular business hours, properly addressed as follows:

If to the Town: Town of Parker
 Attn: Parks, Recreation and Open Space Director
 20120 E. Mainstreet
 Parker, Colorado 80138

If to the Authority: E-470 Public Highway Authority
 Attention: Executive Director
 Administrative Headquarters Facility
 22470 East 6th Parkway
 Aurora, Colorado 80018

Either Party may change its address for the purposes of notice by giving written notice of such change to the other Party, in any manner above specified.

VI. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together

shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority or the Town or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority or the Town pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

F. Nonassignability. The Town may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the Town.

G. Payment of Tolls. The Town understands and agrees that the Town, its subcontractors, vendors and employees shall pay all tolls incurred by them during the term of this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

J. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for Douglas County.

K. Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants with respect to the real property so indicated and are to run with the land.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Nonseverability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

Q. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the Authority contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

R. Recitals. The recitals to this Agreement are incorporated herein by this reference.

[The remainder of this page left intentionally blank. Signatures on following pages.]

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

(INTERIM EXTENSION, BENCH GRADE AREA, TOWN-PREFERRED ALIGNMENT, AND EXISTING E-470 TRAIL WITHIN TOWN LIMITS MAP)

**Exhibit A
E-470 Trail Construction and
Maintenance Responsibilities**



EXHIBIT B

(TOWN MAINTENANCE STANDARDS)

The Town's maintenance standards for the Existing E-470 Trail are equivalent to the standards established by the Town for use on all trail systems within the Town and include:

- General trail maintenance and upkeep
- Adjacent shoulder maintenance approximately 2 to 6 feet beyond either side of trail's edge, to include:
 - Shoulder mowing
 - Trimming (via string trimmer)
 - Washout/rutting/erosion mitigation
 - Vegetation rehabilitation/control
- Snow removal
- Trail sweeping
- Sign installation and replacement
- Concrete replacement and crack mitigation
- Graffiti removal on trail
- Bench/dog station installation/maintenance
- Permit oversight regarding any and all trail use permits on all portions of the Existing E-470 Trail located within the Town.

EXHIBIT C

Initial Trail Inspection and Condition Report: Completed on October 19, 2016. Attendees included; Dennis Trapp, Jared Musil, Jerry Headley, Neil Thomson and Derek Slack.



Multiple cracks east of Jordan Road. **Note:** Fence along the north side of the trail adjacent to E-470 is owned, and will continue to be maintained, by the E-470 Authority. The fence along the southern side of the trail will be the Town's or adjacent property owners responsibility and may be removed in the future.



Multiple cracks east side of Jordan Road intersection. **Note:** All trees & shrubs directly adjacent to the trail that pose a safety or visibility issue for trail users shall be removed by the Authority prior to acceptance by the Town.



Multiple cracks east side of Jordan Road near tie-in with Town of Parker sidewalk. **Note:** Trash removal along the trail will be the Town's responsibility upon acceptance of the trail.



Multiple cracks west of Jordan Road near E-470 off-ramp.



Additional cracks and spalling west of Jordan Road near off-ramp.



Multiple cracks west of Jordan Road near off-ramp.



Multiple separate cracks west of Chambers Road and east of Happy Canyon Creek low-water trail crossing.



Also areas of sunken concrete and significant vertical crack separations just east of Happy Canyon Creek low-water crossing. **Note:** Future improvements to the Happy Canyon Creek low-water trail crossing will be the responsibility of the landowner/developer of Compark South.



Concrete trail heaving in several places at the top of the hill crest west of Happy Canyon low-water trail crossing. Significant erosion adjacent to, and under concrete slabs.



Western Town boundary and limit of Town's trail maintenance responsibility. **Note:** Potential future location of soft-surface turn-around area for maintenance and snow removal equipment. To be constructed by the Town and reviewed by E-470 Authority. The Town reserves the right to install benches, dog stations, and signage along the trail subsequent to acceptance by the Town.



ITEM NO: 10
DATE: 11/21/2016

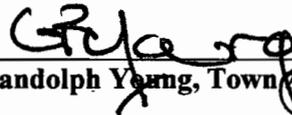
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 1.492 – Second Reading – A Bill for an Ordinance Stating the Intent of the Town of Parker to Acquire Real Property for the Purpose of Constructing and Improving Cottonwood Drive, 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

- | | | | | |
|--------------------------|----------------|-------------------------------------|---------------------------------------|--------------|
| <input type="checkbox"/> | PUBLIC HEARING | <input type="checkbox"/> | ORDINANCE FOR 1 ST READING | (11/07/2016) |
| <input type="checkbox"/> | CONTRACT | <input checked="" type="checkbox"/> | ORDINANCE FOR 2 ND READING | (11/21/2016) |
| <input type="checkbox"/> | MOTION | <input type="checkbox"/> | RESOLUTION | |



Tom Williams, Director of Public Works & Engineering



G. Randolph Young, Town Administrator

ISSUE:

Acquisition of right-of-way and easement needed to construct the proposed Cottonwood Drive and eastern access drive intersection.

PRIOR ACTION:

First reading was approved on November 7, 2016.

FUNDING/BUDGET IMPACT:

Funding for this roadway construction has not been appropriated at this time.

BACKGROUND:

The Transportation Master Plan, adopted by Town Council in 2015, identifies a future collector road that connects Cottonwood Drive (near Gander Mountain) to the future Aurora Parkway. This collector road is a very important element to our transportation system since it will provide relief to the Cottonwood Drive/Parker Road intersection, which will operate at a poor level of service in the future. This collector road will also assist in emergency services response and will stimulate economic growth in the area when connected to Aurora Parkway. Town staff has been coordinating with the City of Aurora staff and the developers/property owners over the past few years in an attempt to generate support for this roadway.

The Property Owner (DCA) located to the east of the Vantage Point development has recently dedicated the right-of-way for the eastern portion of the proposed collector roadway. Due to the geometry of the existing Cottonwood Drive right-of-way and the adjacent parcels, there is a "sliver wedge" parcel that is located at the northeast corner of this proposed intersection that will require right-of-way and easement acquisition to allow for the construction of the proposed eastern access drive to the north. The summary of right-of-way and easement needed is as follows:

- 1) Right-of-way – One (1) legal description
- 2) Traffic signal and sidewalk easement – One (1) legal description

A portion of the right-of-way needed for the eastern portion of this roadway was acquired by the Kings Point South Metropolitan District earlier in 2016. Additional design was completed in the second half of 2016 and it was determined that additional right-of-way and an easement are needed. The easement is required for the existing traffic signal and for the construction of a future sidewalk on the northeast corner at the intersection of Cottonwood Drive.

RECOMMENDATION:

Approve the ordinance.

PREPARED/REVIEWED BY:

- 1) Chris Hudson, Public Works Manager
- 2) Tom Williams, Director of Public Works & Engineering
- 3) Jim Maloney, Town Attorney

ATTACHMENTS:

- 1) Vicinity Map (1 page)
- 2) Ordinance (11 pages)

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1.492 on second reading."

Cottonwood Drive Intent to Acquire Vicinity Map



Vantage Point
(in development)

Proposed eastern
access drive to
future Aurora Pkwy

Traffic Signal and Sidewalk
Easement

Cottonwood Dr

Gander
Mtn

Right-of-Way
Acquisition

Parker Rd

Costco

E-470



0 250 500
Feet

ORDINANCE NO. 1.492, Series of 2016

TITLE: A BILL FOR AN ORDINANCE STATING THE INTENT OF THE TOWN OF PARKER TO ACQUIRE REAL PROPERTY FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING COTTONWOOD DRIVE, A TOWN ROADWAY, THROUGH THE UTILIZATION OF THE TOWN'S POWER OF EMINENT DOMAIN, AND DIRECTING THE TOWN'S STAFF AND TOWN ATTORNEY TO NOTIFY ALL PERSONS AFFECTED THEREBY OF THE ABOVE-STATED INTENT OF THE TOWN, AND THEREAFTER TO COMPLY WITH ALL PERTINENT PROVISIONS OF C.R.S. § 38-1-101, ET SEQ., RELATING TO GOOD FAITH NEGOTIATIONS

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

WHEREAS, the Town of Parker wishes to acquire the parcels of property more particularly described in **Exhibit A** (right-of-way) and **Exhibit B** (traffic signal easement and associated sidewalk easement acquisition) attached hereto and incorporated herein by this reference (collectively, the "Subject Properties"), for the purpose of constructing and improving Cottonwood Drive, a Town roadway, as generally depicted on **Exhibit C**; and

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

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

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

Section 2. The acquisition of the Subject Properties serves a public purpose and is necessary and essential to the Town's ability to provide public streets and roadways for the residents of the Town of Parker.

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

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

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

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Right-of-Way Acquisition

One (1) Legal Description (2 pages)

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 7, CROWN POINT F#1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 00073633 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER NORTH 89°29'41" EAST, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 2015081062 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°29'41" EAST, A DISTANCE OF 20.39 FEET;

THENCE DEPARTING SAID NORTHERLY LINE SOUTH 03°55'40" EAST, A DISTANCE OF 11.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE AS SHOWN ON SAID PLAT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°03'22" WEST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°26'31", AN ARC LENGTH OF 21.58 FEET TO THE EASTERLY LINE OF SAID PARCEL RECORDED AT RECEPTION NO. 2015081062;

THENCE ALONG SAID EASTERLY LINE NON-TANGENT TO SAID CURVE NORTH 00°06'57" WEST, A DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING.

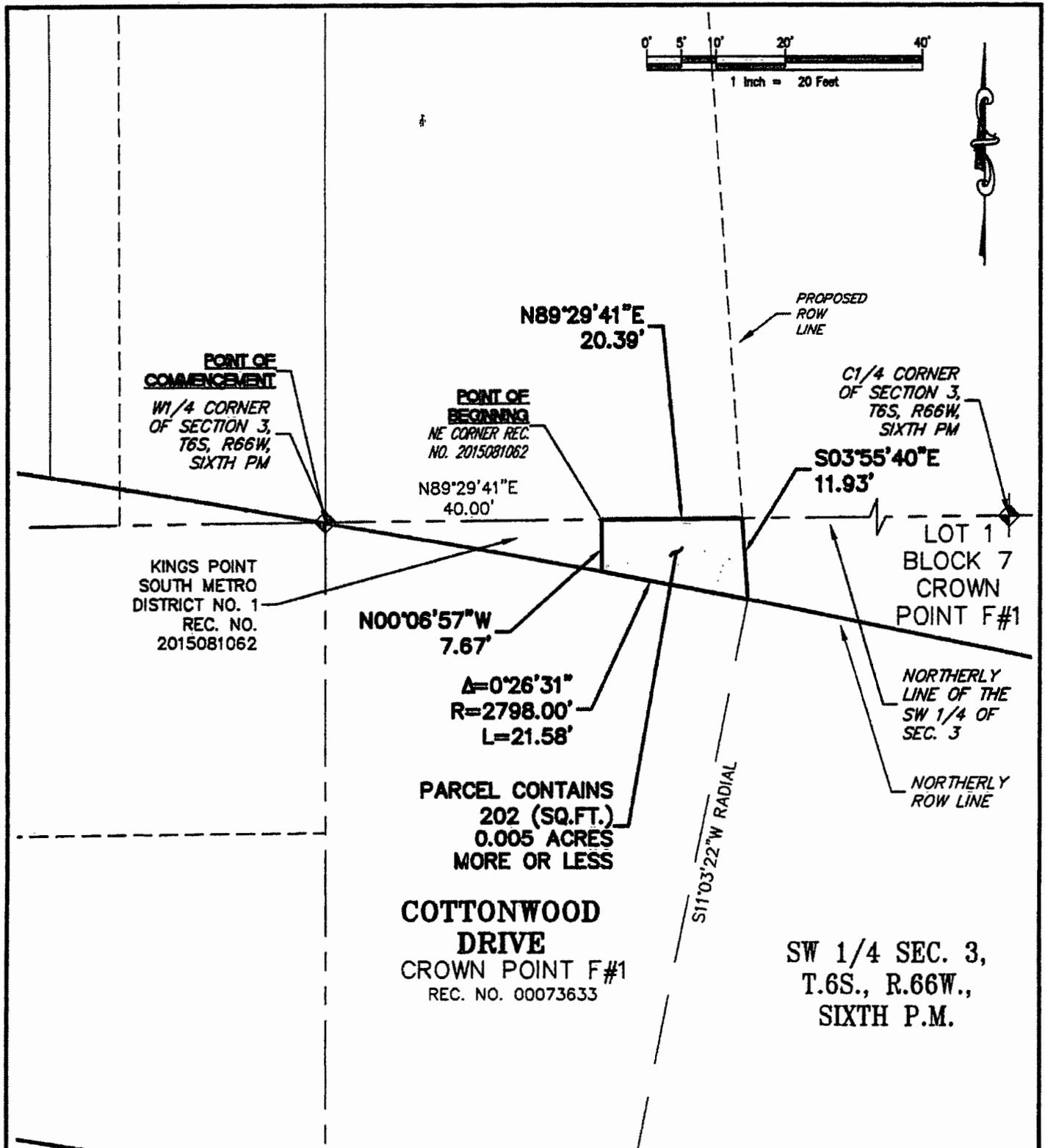
CONTAINING AN AREA OF 0.005 ACRES, (202 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.



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

ILLUSTRATION TO EXHIBIT A



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

PATH: G:\24816-20\DWG\EXHIBITS\
 DWG NAME: LOT 1 ROW PARCEL
 DWG: DEC CHK:
 DATE: 10/10/16
 SCALE: 1" = 20'



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

EXHIBIT A
 SW 1/4 S3, T6S, R66W, SIXTH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 24816-20 2 OF 2 SHEETS

EXHIBIT B

Traffic Signal and Sidewalk Easement Acquisition

One (1) Legal Description (2 pages)

EXHIBIT 8
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 7, CROWN POINT F#1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 00073633 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER NORTH 89°29'41" EAST, A DISTANCE OF 60.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°29'41" EAST, A DISTANCE OF 30.37 FEET;

THENCE DEPARTING SAID NORTHERLY LINE SOUTH 03°55'40" EAST, A DISTANCE OF 18.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COTTONWOOD DRIVE AS SHOWN ON SAID PLAT AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2798.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 11°42'00" WEST;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'37", AN ARC LENGTH OF 31.43 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 03°55'40" WEST, A DISTANCE OF 11.93 FEET TO THE POINT OF BEGINNING.

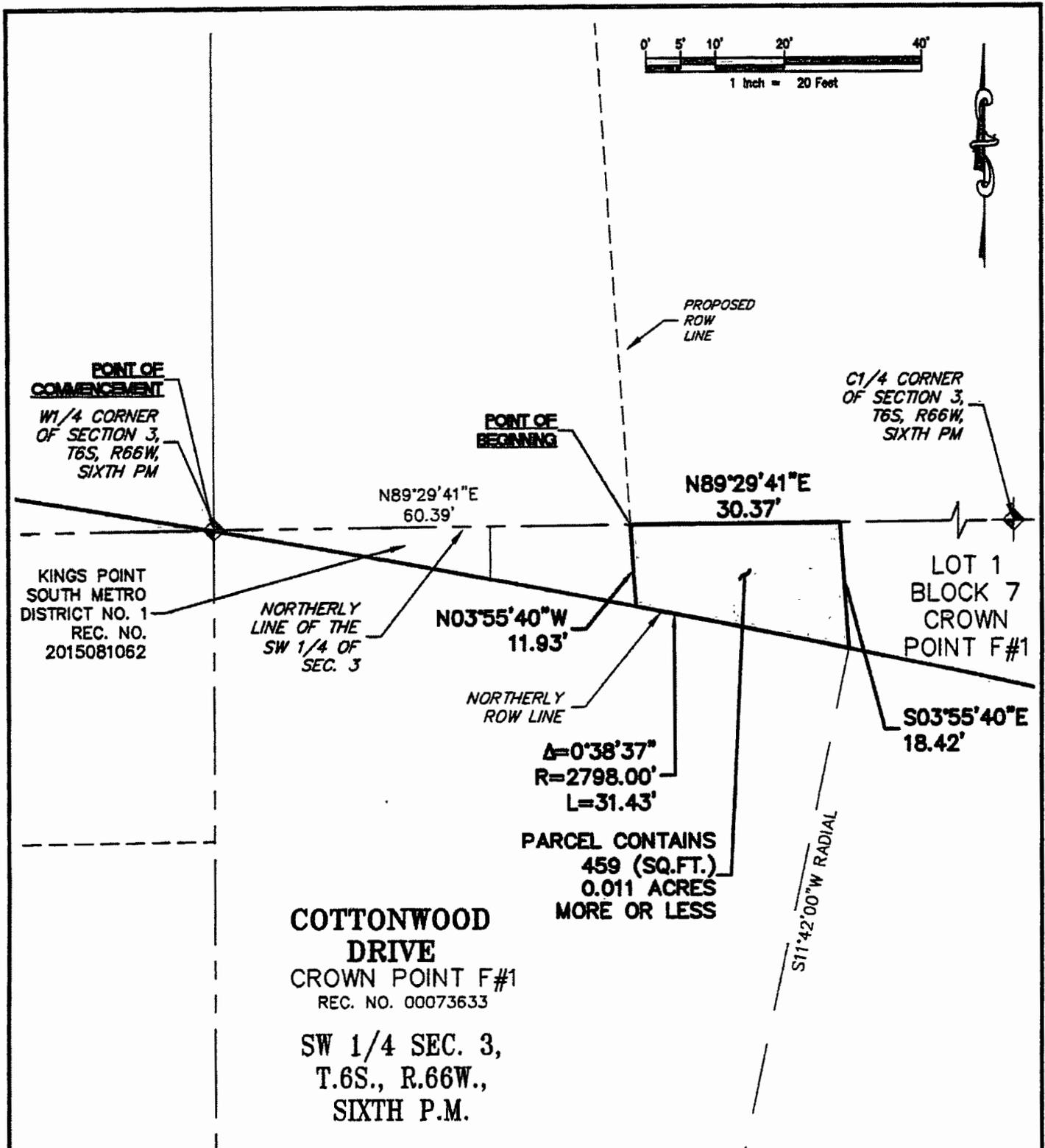
CONTAINING AN AREA OF 0.011 ACRES, (459 SQUARE FEET), MORE OR LESS.

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



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

PATH: G:\24916-20\DWG\EXHIBITS\
 DWG NAME: LOT 1 ESMT PARCEL
 DWG: DEC CHK
 DATE: 10/10/16
 SCALE: 1" = 20'



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

EXHIBIT A

SW1/4 S3, T6S, R66W, SIXTH PM
 DOUGLAS COUNTY, COLORADO

JOB NUMBER 24916-20

2 OF 2 SHEETS

EXHIBIT C

Proposed Eastern Access Drive & Cottonwood Drive Roadway Plans

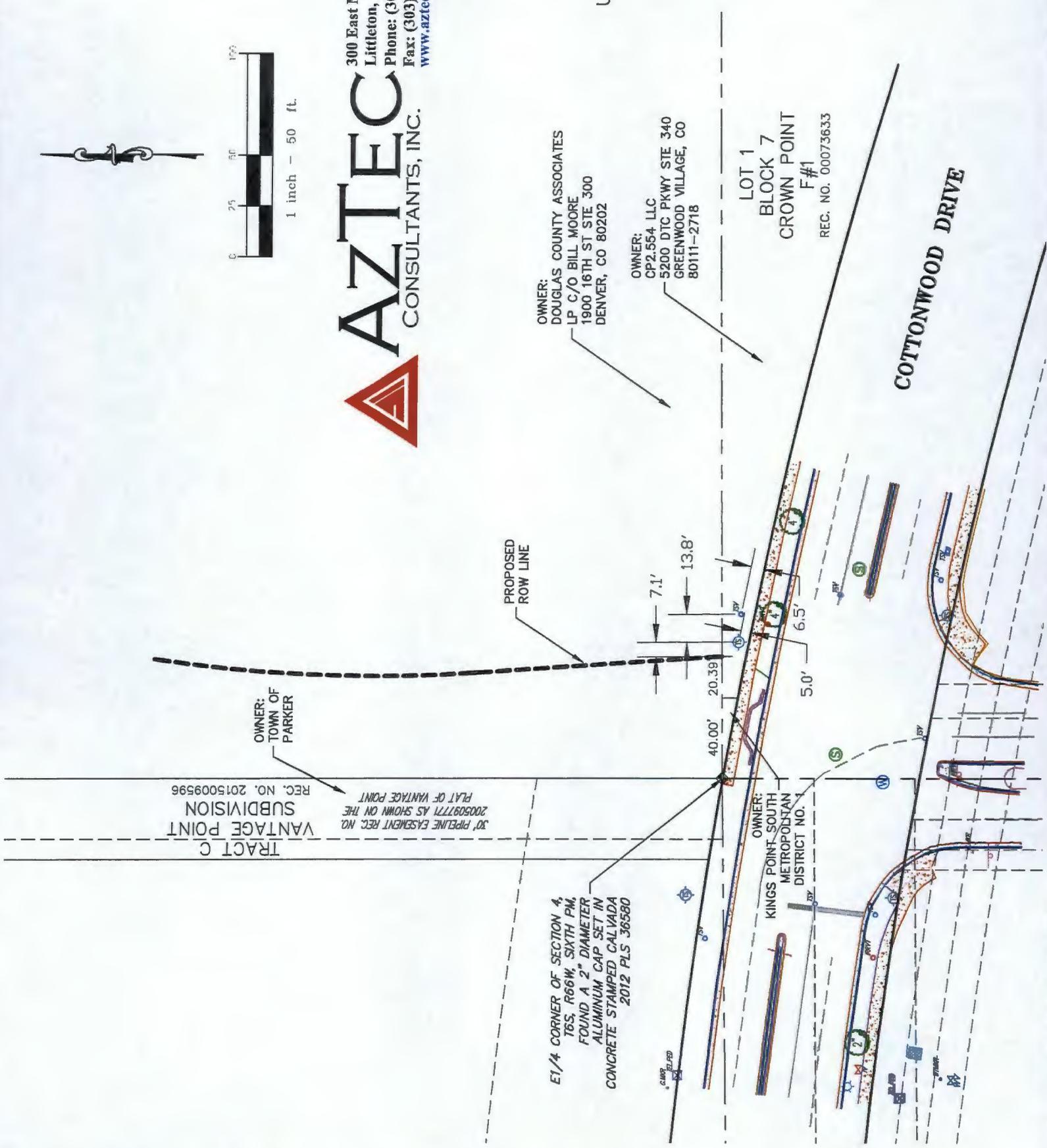
(2 pages)



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UNPLATTED



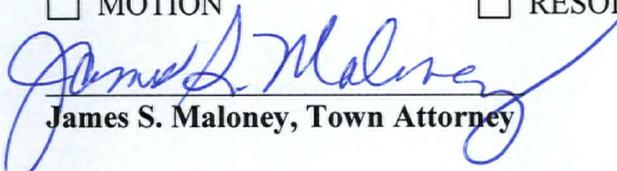


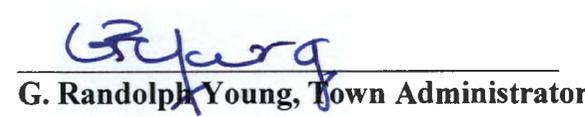
REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 3.01.107.2 – A Bill for an Ordinance to Amend Section 13.04.290 of the Parker Municipal Code Concerning Group Homes and Group Home Residential Facilities

- PUBLIC HEARING
- CONTRACT
- MOTION

- ORDINANCE FOR 1st READING (11/07/2016)
- ORDINANCE FOR 2nd READING (11/21/2016)
- RESOLUTION


James S. Maloney, Town Attorney


G. Randolph Young, Town Administrator

ISSUE: In May of last year, the Town Council approved the Group Home and Group Residential Overlay District (the “Overlay”), which requires new group home and new group residential facilities to obtain conditional use approval (“CUP”) prior to operating. Application of the Overlay to CUP applications has identified one of the provisions to be problematic. The Town Attorney is recommending that the problematic provision be removed from the Overlay.

PRIOR ACTION: The Town Council approved the Overlay on May 18, 2015.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Overlay requires the CUP application to “. . . provide notice of intent to develop a group home to the homeowners’ association or equivalent (“HOA”) having jurisdiction if located in a covenant-controlled community.” This requirement could be construed as inconsistent with enforceable, nondiscriminatory regulation of group homes, particularly given the type of testimony provided by representatives of HOAs in public hearings concerning CUP applications. Moreover, it is not clear how requiring notice to an HOA preserves or protects the affected neighborhood, beyond the zoning authority of the Town. The CUP process is open and public, so the HOA will receive notice of the public hearing. If a CUP’s proposed use violates an HOA covenant, that is a private matter for the HOA to pursue. To require a proposed group home to notify an HOA through the CUP process treats group homes differently than other single-family residences and may be in conflict with the Fair Housing Act. As a result, the Town Attorney is recommending that this provision be removed from the Overlay.

RECOMMENDATION: Approve.

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

ATTACHMENT: Ordinance No. 3.01.107.2

RECOMMENDED MOTION: "I move to approve Ordinance No. 3.01.107.2 on second reading."

ORDINANCE NO. 3.01.107.2, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.04.290 OF THE PARKER MUNICIPAL CODE CONCERNING GROUP HOMES AND GROUP HOME RESIDENTIAL FACILITIES

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

Section 1. Section 13.04.290 of the Parker Municipal Code is amended by the deletion of Paragraph (c)(13) to read as follows:

13.04.290 Group Home and Group Residential Facility Overlay District.

* * *

(c) General criteria for conditional use approval. The Planning Commission may recommend and the Town Council may approve a conditional use approval for a Group Home or Group Residential Facility, subject to reasonable conditions which include, but are not limited to, the requirements that the proposed use:

(11) Will be consistent with Town health, safety and fire codes, including occupancy restrictions; **and**

(12) Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town; **and,**

~~(13) Shall provide notice of intent to develop a group home to the homeowners' association or equivalent having jurisdiction if located in a covenant-controlled community;~~

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 attained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 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