

**TOWN OF PARKER COUNCIL AGENDA
DECEMBER 12, 2016**

Immediately following the Adjournment of the Parker Authority for Reinvestment Meeting

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

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

4. **CONSENT AGENDA**

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

A. *INTENTIONALLY LEFT BLANK*

B. *RESOLUTION NO. 16- 071*

A Resolution to Exempt Certain Real Property Commonly Known as Parker Central Area Filing No. 1, First Amendment, from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

Department: Engineering, Alex Mestdagh

C. *RESOLUTION NO. 16- 074*

A Resolution Accepting the Conveyance of a Drainage Easement from Parkwood East, LLC, for Tract A, Cottonwood Highlands Filing No. 4

Department: Engineering, Alex Mestdagh

D. *RESOLUTION NO. 16-075*

A Resolution Accepting the Conveyance of Real Property from Your Storage Center at Apache, LLC, for Tract B, Lincoln Meadows Filing No. 1

Department: Community Development, Patrick Mulready

5. **TOWN ADMINISTRATOR**

- **Reports**

6. **PUBLIC HEARINGS**

PARKER PLACE HOTEL

Applicant: Mainstreet Pier, LLC
Location: Northwest corner of E. Mainstreet and Victorian Drive (East)
Department: Economic Development, Weldy Fezell

(1) **TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER PLACE HOTEL**

(2) **ORDINANCE NO. 1.289.3 - Second Reading**
A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDMENT TO COOPERATION AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE PARKER AUTHORITY FOR REINVESTMENT FOR ADMINISTRATIVE SERVICES

7. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

December 12, 2016

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

1. Section 13.10.200 of the Parker Municipal Code, related to architectural and design standards for commercial, industrial and multi-family projects
2. Chapter 6.01 of the Parker Municipal Code, concerning the abatement of nuisances related to chronic drug related activities



ITEM NO: 4B
DATE: 12/12/2016

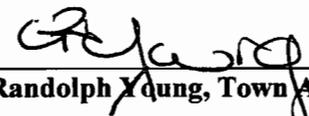
REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-071 – A Resolution to Exempt Certain Real Property Commonly Known as Parker Central Area Filing No. 1, First Amendment, from the Definition of Subdivision and Subdivided Land, as Contained in the Town of Parker Land Development Ordinance

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution and plat proposing to dedicate a portion of this property as public right-of-way prior to a proposed development.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

This lot is being platted to create a tract that will be dedicated as public right-of-way. The Town will maintain the public improvements that will be constructed in the public right-of-way as part of the proposed development on Parker Central Area Filing No. 1, Lot 1. These improvements include streetscape improvements such as trees, concrete sidewalk and lighting.

BACKGROUND:

This property, Parker Central Area Filing No. 1, Lot 1, is owned by the Parker Authority for Reinvestment (PAR) and is proposed to be conveyed to Mainstreet Pier, LLC for the development of a hotel and associated commercial/retail uses. The proposed site plan for this project requires the construction of public streetscape amenities adjacent to Mainstreet and Victorian Drive. Under current property boundaries, this streetscape would be located largely on private property. The accompanying subdivision exemption plat proposes to dedicate additional public right-of-way on this property to encompass the majority of the new streetscape area. This would allow the Town to ensure these pedestrian areas are maintained properly, which is consistent with similar areas throughout downtown. It will also provide the Town with future flexibility in these areas should other improvements or amenities be contemplated.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution approving the subdivision exemption plat for this property.

PREPARED/REVIEWED BY:

Alex Mestdagh, Engineering Services Manager; Jim Maloney, Town Attorney

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Subdivision Exemption Plat (1 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-071, as a part of the consent agenda."



RESOLUTION NO. 16-071, Series of 2016

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS PARKER CENTRAL AREA FILING NO. 1, FIRST AMENDMENT, FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

WHEREAS, the Town Council may, pursuant to resolution, exempt from the definition of the terms "subdivision" and "subdivided land," any division of land if the Town Council determines that such is not within the purposes of the Town of Parker Land Development Ordinance;

WHEREAS, the Parker Authority for Reinvestment ("PAR") owns Lot 1, Block 1, Parker Central Area Filing No. 1 (the "PAR Lot");

WHEREAS, PAR desires to dedicate a portion of the PAR Lot to the Town as right-of-way, as a part of the "Parker Central Area Filing No. 1, First Amendment, Subdivision Exemption Plat;"

WHEREAS, the Town desires to amend the Parker Central Area Filing No. 1 plat to allow for the dedication of right-of-way to the Town; and

WHEREAS, the Town desires to exempt from the definition of the terms "subdivision" and "subdivided land" the replatting of the PAR Lot, as a part of the Parker Central Area Filing No. 1, First Amendment, Subdivision Exemption Plat.

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

Section 1. The Town Council hereby exempts the replat of the PAR Lot as provided in the Parker Central Area Filing No. 1, First Amendment, Subdivision Exemption Plat, which is attached hereto as **Exhibit A** and incorporated by this reference (the "PAR Subdivision Exemption Plat"), from the definition of the terms "subdivision" and "subdivided land" as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the PAR Subdivision Exemption Plat.

Section 3. The Town Council hereby authorizes the Mayor and Town Clerk to execute the PAR Subdivision Exemption Plat and directs the Town Clerk to record the PAR Subdivision Exemption Plat with the Douglas County Clerk and Recorder's Office.

RESOLVED AND PASSED this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



ITEM NO: 14C
DATE: 12/12/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-074 – A Resolution Accepting the Conveyance of a Drainage Easement from Parkwood East, LLC, for Tract A, Cottonwood Highlands Filing No. 4

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



Tom Williams, Director of Engineering



G. Randolph Young, Town Administrator

ISSUE:

This item accompanies a resolution accepting conveyance of a drainage easement covering future stormwater management improvements on this property. This easement has been requested by the Urban Drainage and Flood Control District (UDFCD) to accommodate the approved design for the Compark South Channel.

PRIOR ACTION:

N/A

FUNDING/BUDGET IMPACT:

No drainage improvements are being constructed within the easement at this time.

BACKGROUND:

The Town’s Stormwater criterion requires that drainage easements be dedicated over all public storm drainage facilities located on private property. The drainage easements are necessary to ensure the long-term operation and maintenance of drainage infrastructure to minimize flooding and protect the quality of stormwater runoff.

The Engineering Department has reviewed and approved the construction drawings for improvements to the Compark South Channel, a major drainageway located within Cottonwood Highlands Filing No. 2. Town Criteria requires that the channel be designed for acceptance into the UDFCD Maintenance Program. The proposed channel design relies upon a detention pond to be constructed upstream of this area to meter the increased flows of future development. As a condition to their approval of the design, UDFCD requested that a drainage easement be dedicated over this future pond area to ensure that this area is preserved for the future pond.

RECOMMENDATION:

Staff recommends that Town Council approve the resolution accepting the conveyance of a drainage easement from Parkwood East, LLC.

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. Drainage Easement Agreement (7 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-074, as a part of the consent agenda."



RESOLUTION NO. 16-074, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM PARKWOOD EAST, LLC, FOR TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities;

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 for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Parkwood East, LLC, for Tract A, Cottonwood Highlands Filing No. 4!, as provided in the Drainage 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

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 201_, by Parkwood East, LLC, having an address at 12460 1st St, Ft. Collins, CO 80524 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities on and through the property more particularly described and depicted in **Exhibit A** ("Easement Property"), attached hereto and incorporated herein by this reference; and

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

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of providing the maintenance of a drainage pipe and appurtenant drainage facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a drainage pipe and appurtenant drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

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

3. **Operation and Maintenance.**

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor; provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor acknowledges and agrees

that the Grantee has the right to enter the Easement Property to maintain and operate the drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

b. If Grantor fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantee, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen (14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantee may do so as provided herein. Notwithstanding the foregoing, Grantee may, in the event of an emergency, as determined by Grantee in its sole discretion, clean, cure or correct any damage caused by Grantor's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantor shall reimburse the Grantee for the cost of such maintenance to the extent that (i) the drainage facilities and/or the type of maintenance performed by Grantee are not covered by Chapter 4.08 of the Parker Municipal Code, as amended, or (ii) if the drainage facilities and/or the type of maintenance performed by the Grantee is covered by Chapter 4.08 of the Parker Municipal Code, as amended, and the Grantee determines in its sole discretion that there are not sufficient funds available for such maintenance. If Grantor fails to reimburse Grantee for the cost of such maintenance, within thirty (30) days after receipt of an invoice from Grantee describing the corrective or maintenance action taken, the unpaid amount shall constitute a lien on the Easement Property until paid in full, with priority over all other liens, except general tax liens, which liens shall be certified to the County Treasurer and collected in the same manner as other taxes are collected. Grantor further agrees that Grantee may also pursue any and all other remedies available at law or in equity.

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource,

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

PART OF TRACT A, COTTONWOOD HIGHLANDS FILING NO. 4, LOCATED IN THE SOUTH HALF OF SECTION 5 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2014 AT RECEPTION NO. 2014021613, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5 AND CONSIDERING THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 5 TO BEAR SOUTH 00°25'12" EAST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 06°09'49" WEST, A DISTANCE OF 1452.48 FEET TO THE NORTH LINE OF SAID TRACT A AND THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°55'08", A RADIUS OF 1230.00 FEET, AN ARC LENGTH OF 663.76 FEET, THE CHORD OF WHICH BEARS SOUTH 63°19'04" EAST, A DISTANCE OF 655.73 FEET TO A NON-TANGENT LINE;
- 2) SOUTH 74°16'09" EAST, A DISTANCE OF 100.83 FEET;

THENCE SOUTH 10°36'27" WEST, A DISTANCE OF 41.44 FEET;
 THENCE NORTH 75°15'32" WEST, A DISTANCE OF 281.40 FEET;
 THENCE SOUTH 11°47'28" WEST, A DISTANCE OF 115.09 FEET;
 THENCE SOUTH 02°48'25" EAST, A DISTANCE OF 85.92 FEET;
 THENCE SOUTH 57°46'18" WEST, A DISTANCE OF 13.65 FEET;
 THENCE NORTH 24°21'45" WEST, A DISTANCE OF 293.72 FEET;
 THENCE NORTH 64°08'24" WEST, A DISTANCE OF 84.15 FEET;
 THENCE SOUTH 65°24'54" WEST, A DISTANCE OF 134.07 FEET;
 THENCE SOUTH 57°06'49" WEST, A DISTANCE OF 116.29 FEET;
 THENCE NORTH 67°29'22" WEST, A DISTANCE OF 16.05 FEET;
 THENCE NORTH 19°06'20" WEST, A DISTANCE OF 63.45 FEET;
 THENCE NORTH 23°43'34" EAST, A DISTANCE OF 90.71 FEET;
 THENCE NORTH 13°51'35" EAST, A DISTANCE OF 92.93 FEET;
 THENCE NORTH 16°14'10" EAST, A DISTANCE OF 74.96 FEET TO THE POINT OF BEGINNING;

CONTAINING 81,413 SQUARE FEET OR 1.8690 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
 FOR AND ON BEHALF OF MANHARD CONSULTING LLC

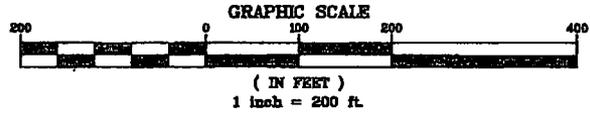
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Manhard
 CONSULTING

8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303.708.0500 fx:303.708.0400 manhard.com
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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

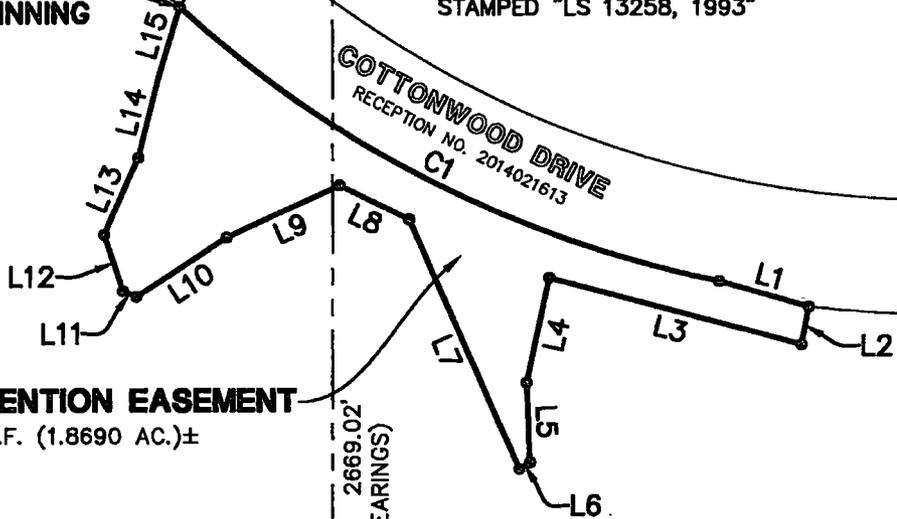
COTTONWOOD HIGHLANDS	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>BJP</u>	1 OF 3
DATE: <u>10/27/16</u>	LEN.PKCO02.28
SCALE: <u>N/A</u>	

EXHIBIT A



POINT OF COMMENCING
 CENTER QUARTER CORNER SECTION 5, T6S, R66W
 FOUND NO. 6 REBAR W/3.25" ALUMINUM CAP
 STAMPED "LS 13258, 1993"

POINT OF BEGINNING



INTERIM DETENTION EASEMENT
 81,413 S.F. (1.8690 AC.)±

EAST LINE OF THE SOUTHWEST
 QUARTER OF SECTION 5,
 TOWNSHIP 6 SOUTH, RANGE 66 WEST

WEST LINE OF THE SOUTHEAST
 QUARTER OF SECTION 5,
 TOWNSHIP 6 SOUTH, RANGE 66 WEST

TRACT A
COTTONWOOD HIGHLANDS FILING NO. 4
 RECEPTION NO. 2014021613

HIGHWAY E-470
 BOOK 900, PAGE 820

LANCELEAF STREET
 RECEPTION NO. 2016004595

SOUTH QUARTER CORNER
 SECTION 5, T6S, R66W
 FOUND 3.25" ALUMINUM CAP
 STAMPED "LS 12405, 2000"

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

SEE SHEET 3 FOR LINE AND CURVE TABLES



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COTTONWOOD HIGHLANDS	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: <u>BJP</u>	SHEET
DRAWN BY: <u>BJP</u>	2 OF 3
DATE: <u>10/27/16</u>	LEN.PKCO02.28
SCALE: <u>1" = 200'</u>	

Dwg Name: P:\lenpkco02.dwg\Surv\Final Drawings\Exhibits_Surv\LEN.PKCO02.28-SE1.dwg Updated By: BPrfohl 10/27/2016 5:01 PM

EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 74°16'09" E	100.83'
L2	S 10°36'27" W	41.44'
L3	N 75°15'32" W	281.40'
L4	S 11°47'28" W	115.09'
L5	S 02°48'25" E	85.92'
L6	S 57°46'18" W	13.65'
L7	N 24°21'45" W	293.72'
L8	N 64°08'24" W	84.15'
L9	S 65°24'54" W	134.07'
L10	S 57°06'49" W	116.29'
L11	N 67°29'22" W	16.05'
L12	N 19°06'20" W	63.45'
L13	N 23°43'34" E	90.71'
L14	N 13°51'35" E	92.93'
L15	N 16°14'10" E	74.96'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	30°55'08"	1230.00'	663.76'	S 63°19'04" E	655.73'



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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

COTTONWOOD HIGHLANDS
 COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
 DRAWN BY: BJP
 DATE: 10/27/16
 SCALE: N/A

SHEET
3 OF **3**
 LEN.PKCO02.28

Dwg Name: P:\lenpkco02.dwg\Sur\Final Drawings\Exhibits_Sur\LEN.PKCO02.28-SF1.dwg Updated By: BPrfhl 10/27/2016 5:01 PM



REQUEST FOR TOWN COUNCIL ACTION

TITLE: RESOLUTION NO. 16-075 - A Resolution Accepting the Conveyance of Real Property from Your Storage Center at Apache, LLC, for Tract B, Lincoln Meadows Filing No. 1

- | | |
|---|--|
| <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, Community Development Director


 G. Randolph Young, Town Administrator

ISSUE:

Your Storage Center at Apache, LLC, is requesting Town acceptance of a Special Warranty Deed for Tract B at Lincoln Meadows Filing 1.

PRIOR ACTION:

Town Council approved the Polo Business Park Filing 2, First Amendment Replat and Subdivision Agreement on October 19, 2015.

FUNDING/BUDGET IMPACT:

None.

BACKGROUND:

The approval of the Polo Business Park Filing 2, First Amendment Replat October 19, 2015, required that the applicant dedicate to the Town a regional detention pond. This detention pond is located west of Twenty Mile Road in the Lincoln Meadows Development. It is serving as detention for the Your Storage Center development in the Polo Business Park. This necessitated capacity improvements to the detention pond sufficient to make it regional in nature. The Town therefore required the developer to acquire this tract and dedicate it to the Town.

RECOMMENDATION:

Staff recommends Town Council approve Resolution 16-075.

PREPARED/REVIEWED BY:

Patrick Mulready, Senior Planner; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director, John Fussa, Community Development Director; Jim Maloney, Town Attorney

ATTACHMENTS:

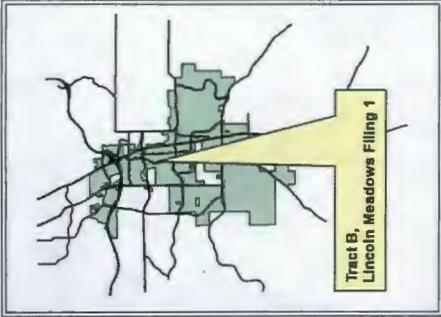
1. Vicinity Map
2. Resolution 16-075

RECOMMENDED MOTION:

"I move to approve Resolution No. 16-075, as a part of the consent agenda."

Resolution 16-075

Accepting Conveyance of a Special Warranty Deed
For Tract B, Lincoln Meadows Filing 1



Legend

-  Town Boundary
-  Site
-  Roads

Narrative:
In compliance with a condition of approval in Polo Business Park Filing 2, First Amendment SIA, the developer of the Your Storage Center site must dedicate the improved regional detention pond in Tract B, Lincoln Meadows Filing 1 to the Town..

Planner: Patrick Mulready
Hearing Schedules:
Town Council:
December 12, 2016



RESOLUTION NO. 16-075, Series of 2016

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM YOUR STORAGE CENTER AT APACHE, LLC, FOR TRACT B, LINCOLN MEADOWS FILING NO. 1

WHEREAS, the Town Council of the Town of Parker desires to accept the conveyance of certain real property from Your Storage Center at Apache, LLC, for Tract B, Lincoln Meadows Filing No. 1;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of real property from Your Storage Center at Apache, LLC, for Tract B, Lincoln Meadows Filing No. 1, as provided in the Special Warranty Deed attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2016.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

When Recorded, Return to:

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

SPECIAL WARRANTY DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, YOUR STORAGE CENTER AT APACHE LLC, a Colorado limited liability company having an address of 2407 Morningview Trail, Castle Rock, Colorado 80109, for valuable consideration, the receipt and sufficiency of which are acknowledged, does hereby dedicate, grant, transfer, and convey to the TOWN OF PARKER, COLORADO, a municipal corporation (the "Town"), having an address of 20120 East Main Street, Parker, Colorado 80138, for public purposes, the real property in Douglas County, Colorado, to wit:

TRACT B, LINCOLN MEADOWS FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO,

with all appurtenances, and warrants title to the same against all and every person or persons claiming the whole or any part thereof by, through or under Grantor, free and clear of all liens and encumbrances as required by Section 13.07.140 of the Parker Municipal Code.

Signed this 29th day of NOVEMBER, 2016.

YOUR STORAGE CENTER AT APACHE
LLC, a Colorado limited liability company

By: _____

Name: Michael Humphrey

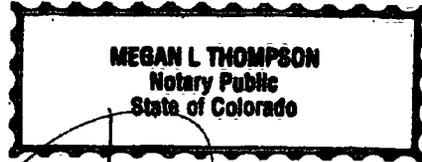
Title: Manager

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 29th day of November, 2016, by Michael Humphrey, as Manager of YOUR STORAGE CENTER AT APACHE LLC, a Colorado limited liability company.

Witness my hand and official seal.



My commission expires: 5/21/2017

[Signature]
Notary Public

ACCEPTANCE

The Town of Parker, Colorado, hereby accepts the above Special Warranty Deed of Dedication for public purposes as described herein.

Dated this _____ day of _____, 2016.

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____
Mayor

ATTEST:

Town Clerk



TOWN ADMINISTRATOR'S REPORT

December 2016



Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



Town Holiday Events

Mayor's Holiday Lighting

The Mayor's Holiday Lighting took place on Friday, Nov. 25 with a new look and feel. The event was well received. We had a great turnout to help us kick off the holidays in Parker!

Christmas Carriage Parade

The Christmas Carriage Parade will take place on Saturday, Dec. 10. This year, the Town and the new Douglas County Library at Parker 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 beautiful facility. This partnership will help us showcase the new library and Discovery Park to Parker residents and visitors during our annual parade.

Holiday Carriage Rides

The Holiday Carriage Rides are well underway with ride stations at O'Brien Park and Douglas County Libraries in Parker. The new online ticketing process is going well and the rides are full each night. More ride information, and a link to sign up, can be found online at www.ParkerOnline.org/CarriageRides.

COMMUNICATIONS

Project Updates

Parker FAM Trips

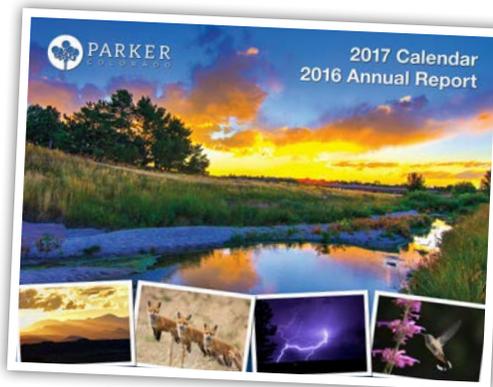
The Town is in the process of hosting FAM trips for five area journalists/ bloggers in November and December. The first three trips went well and the final two journalists will be visiting for the Carriage Parade on Dec. 10.

#MemoriesMadeinParker Social Media Contest

The #MemoriesMadeinParker Social Media Contest kicked off on Nov. 13 and has gotten a great response. Visit www.ParkerOnline.org/MemoriesMadeinParker for more information and to view contest photo submissions.

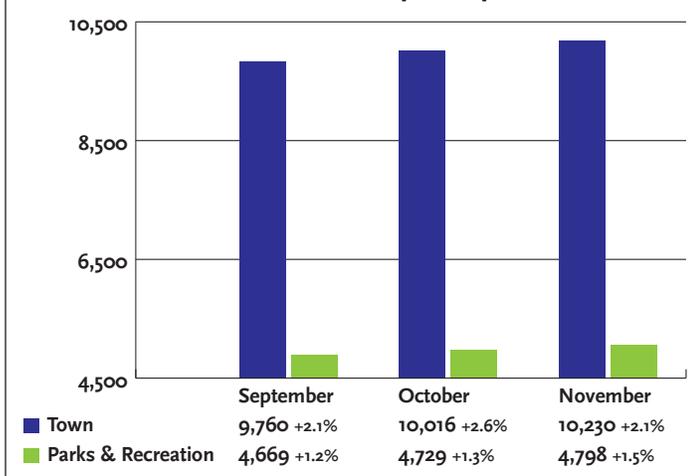
2017 Calendar/2016 Annual Report

The Town calendar and annual report is in production and will be mailed to all Parker households in late December. Copies will also be available for pick-up at Town facilities. ▼

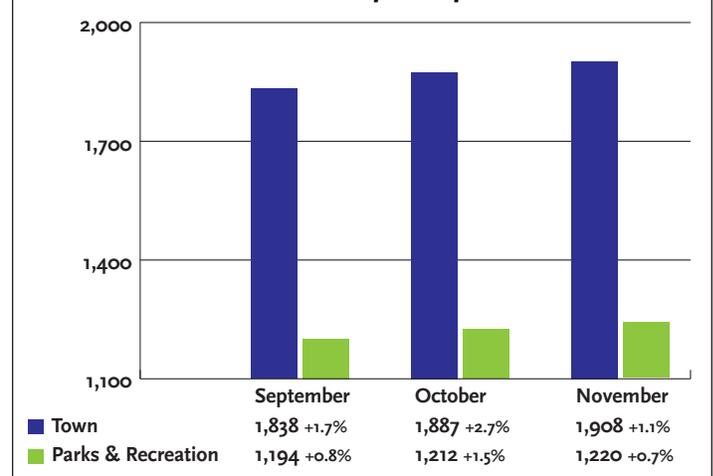


Social Media Corner

Facebook Followers - Monthly Comparison



Twitter Followers - Monthly Comparison





COMMUNITY DEVELOPMENT

Major Administrative Approvals - November 2016

Carlson and Associates **Cottonwood Dr., W of Jordan Rd.**

Proposal: Cottonwood Highlands Filing 2A, a Final Plat to establish 56 single family residential lots with six open space/landscape tracts.

TRAKiT ID: SUB15-056

Approval Date: Nov. 28

Building Division Statistics - November 2016

Single-Family Permits: 32
(264 total in 2016)

\$11,585,415 valuation
(\$94,961,767 total in 2016)

Other Permits: 164
(1,988 total in 2016)

\$764,936 valuation
(\$9,776,323 total in 2016)

Multi-Family Permits: 26
(39 total for 380 units in 2016)

\$38,633,455 valuation
(\$46,291,379 total in 2016)

Total Permits: 291
(3,007 total in 2016)

\$51,837,803 valuation
(\$212,818,703 total in 2016)

Commercial Permits (New): 2
(26 total in 2016)

\$219,000 valuation
(\$38,467,528 total in 2016)

Inspections: 2,413
(25,818,703 total in 2016)

Commercial Permits (Remodel): 67
(690 total in 2016)

\$634,997 valuation
(\$23,321,707 total in 2016)

2016 Total Valuation

\$212,818,703



Comprehensive Planning

Downtown Wayfinding Signage – Installation this Month!

Merje Environmental Graphic Design completed the wayfinding sign designs and programming for a town wide wayfinding sign system over the summer. The Town has hired Al Lenzi Group to construct and install the wayfinding signage for downtown which is Phase I. Fabrication of the signs has begun and signs will be installed by the end of the year. The Town has begun outreach to CDOT, E-470 and Douglas County to refine the second and final phase of the wayfinding sign program – the rest of town signage. Construction for the wayfinding sign program Phase 2 is planned for 2017.

2017 Design Standards Update

All new commercial, industrial and multifamily projects in the Town are required to meet the minimum design standards set forth in the Commercial, Industrial and Multifamily Residential Design Standards (CIMF) document. The CIMF was adopted by Town Council in 1999 and has only had minor updates since. Our community, architectural design and technology have changed significantly since the CIMF was adopted. In 2017, the Community Development Department will work with a consultant to rewrite our design standards to better reflect our community today, to address changes in building material technologies and develop a document that is readable and understandable by both businesses and the public. The design standards rewrite will be guided by our existing master plan documents and community and stakeholder engagement throughout the project.

2017 Transit Plan

The Regional Transportation District (RTD) has started construction of the extension of the southeast light rail line from Lincoln Avenue to Ridgeway Parkway. Completion and opening of this light rail line extension is planned for 2019. RTD will be developing the route planning for the transit connections to the new light rail stations in 2018. In 2017, the Community Development Department will be hiring a consultant and coordinating with RTD to develop a Transit Plan focused on connecting our community to the new light rail stations and the system via transit to help guide RTD with their planned transit improvements associated with the new light rail extension.

COMMUNITY DEVELOPMENT - CONT'D

Development Review - Project Updates

Major Active Development Projects

- Architectural Concepts Building – Site Plan
- Blue Mountain Storage - 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
- Compark Village South Filing 2A Final Plat
- Cottonwood Highlands Filing 2 Final Plat
- Cottonwood Highlands Filing 2C Final Plat
- 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
- Leman Academy Charter School– Site Plan (**New Project**)
- 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 Taphouse – Site Plan
- Pine Bluffs Multifamily
- Saint John Extended Stay Hotel – Site Plan
- Stroh Ranch Filing 18B – Sketch and Preliminary Plan (**New Project**)
- Trails at Crowfoot (Hess Ranch) – Sketch and Preliminary Plan and Zoning (**New Project**)
- Twenty Mile Gun Range – Site Plan
- Vehicle Vault Outdoor Space – Site Plan
- Westcreek Multifamily

Major Projects Under Construction

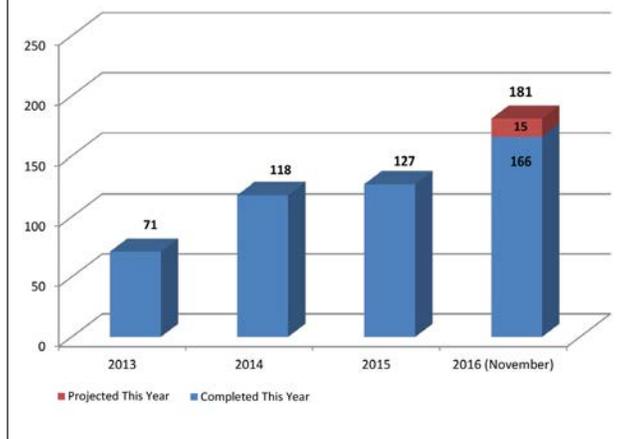
- American Academy – Site Plan
- Assisted Living Facility – Crown Point
- Boondock’s Food & Fun Center – Crown Point
- Burger King Remodel – Site Plan
- CVS Pharmacy – Stonegate
- Enclave at Cherry Creek Multi-Family
- Mini U Storage - Dransfeldt
- Park 64 Multi-Family
- Parker Flats Multi-Family
- Parker 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 Charter School

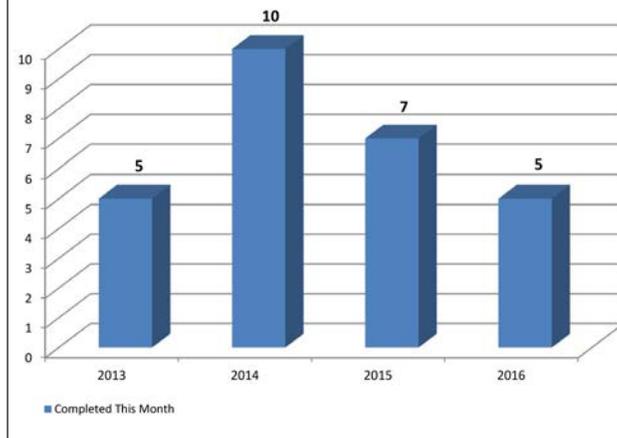
Currently under review on the south side of Stroh Road between Parker Road and J. Morgan Boulevard is a 58,240-square-foot charter school building which is the first phase of the Leman Academy. The first phase will accommodate up to 700 students. The proposed building will be a two-story structure with an exterior consisting of stucco, brick veneer and architectural metal paneling.



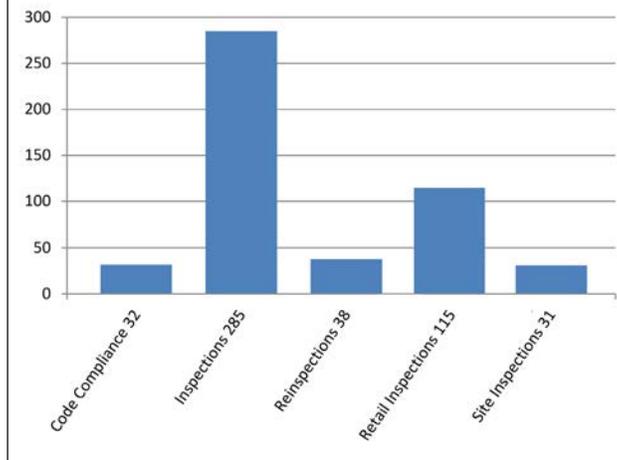
Development Review Submittals - November 2016
(annexation, site plan, subdivision, zoning)



Development Review Submittals - Yearly Projection
(annexation, site plan, subdivision, zoning)



Neighborhood Services Statistics - November 2016





CULTURAL DEPARTMENT

November Box Office

- **Rusted Root** and **The Bluzinators** present **The Blues Brothers Bootleg Road Show** sold upwards of 94 percent of capacity.
- The **Manhattan Transfer & Take 6** and **Wynonna and the Big Noise** (pictured below) were completely sold out.
- We presented our most successful theatrical drama (non-musical) to date with **The Diary of Anne Frank** at the Schoolhouse Theater, which achieved over 78 percent capacity during its two-week run, including two sold-out weekday matinees for local middle school students.
- As of Dec. 5, we are almost at 60 percent capacity for our upcoming production of **Disney's Beauty and the Beast**, which opens Jan. 20. To put this in perspective, at this juncture last year we had achieved only 38 percent for **Disney's Mary Poppins**. This production went on to sell out entirely, and extra performances were added to meet demand.



Education

Parker Arts found tremendous success in offering two student productions of **The Diary of Anne Frank** in November. The combined education teams of Parker Arts and Inspire Creative generated a 22-page study guide relevant for all ages; a lobby display featuring historical timelines and images; and also provided a post-show discussion with author and speaker Cara Wilson-Granat, who corresponded with Otto Frank (Anne Frank's father) for over 18 years and eventually met him before his passing in 1984. Students and adult patrons were captivated in her story and were able to make a personal connection to Anne Frank and the Holocaust.



Development

November Memberships:

\$3,000 in revenues for the month (\$500 above projections)

- 12 Renewed Members
- 13 New Members

November Donations (before TicketForce fees are deducted)

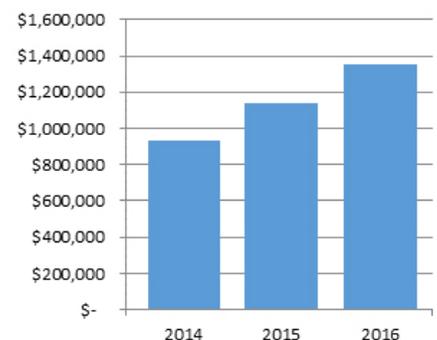
- Public Art in Parker: \$215 (\$665 total since starting program Oct. 1)
- Add-On: \$295 (\$3,417 year to date)
- Sponsorships: \$1,500 (Dan Farland and To The Rescue)
- Name a Seat: \$500 (The Gough Family, Audience Circle Member)

Total contributed revenue for November: \$5,510

Concessions

The PACE Center is now proud to offer intermission pre-orders for all Parker Arts presented productions. Patrons are encouraged to place drink and snack orders prior to the show. At the start of intermission, pre-orders will be available for immediate pickup at a designated table in the lobby. We hope that this will be a welcome new service for our guests as we continue to take steps toward alleviating intermission traffic at concessions.

YTD Ticket Revenue - as of Nov. 30





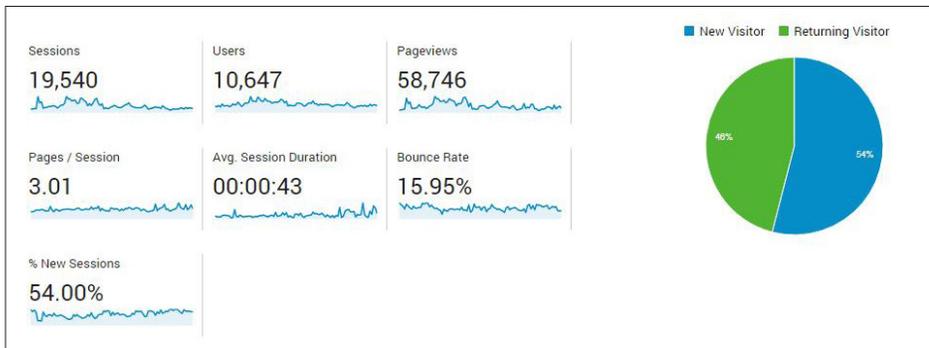
ECONOMIC DEVELOPMENT

Website Statistics

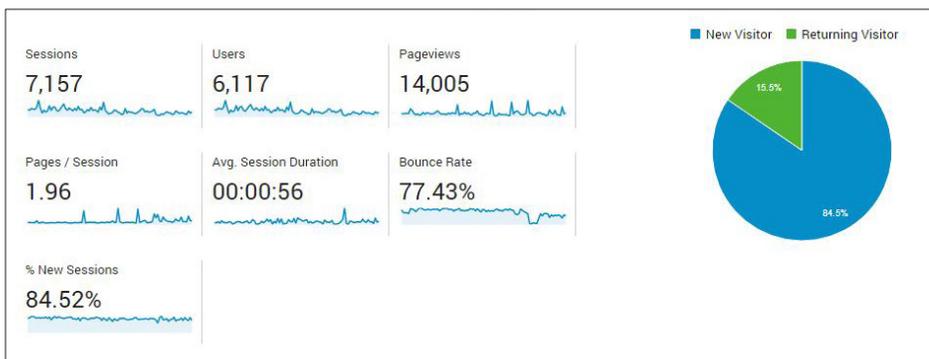
The start of 2016 marked the beginning of the second year for the Town's Economic Development website. In 2015, we more than doubled the industry average website sessions for a community of Parker's size. Third quarter 2016's website data shows that we continue to grow website sessions with more new

visitors. In the third quarter alone, the website exceeded the annual industry average sessions of 11,426. We will continue to use our marketing budget to drive more traffic to the website while identifying tools that will allow us to gather more information on the companies that are visiting the site.

Third Quarter 2016 Website Data



Third Quarter 2015 Website Data



Economic Development Institute

Matt Carlson participated in continuing education during November by attending the Economic Developers Institute. A broad range of speakers from both inside and outside the industry engaged participants in real-life case studies and lecture on topics that ranged from international recruitment to workforce development; from financing mechanisms to affordable housing. Participation in the Institute often culminates in testing for recognition as a Certified Economic Developer, a designation that represents a broad range of knowledge and its demonstrated application during a career in the industry. Matt will sit for the Certified Economic Developer exam during 2017.

Economic Development Council of Colorado

Town staff attended this year's annual statewide Drive | Lead | Succeed Conference, which brings together Economic Development professionals, industry and community leaders from across the state. Over three days, leaders in key industry sectors identified issues that both allow Colorado to compete and challenge the state from a job recruitment standpoint. Availability of talent and how to both attract talent to the state and organically develop talent pools by linking industry and educational resources were a central theme of this year's conference. Talent shortages are particularly pronounced in several key industry sectors – Financial Services, Aerospace and the growing Unmanned Aerial Systems industry. The conference also provided opportunities to explore statewide issues, such as infrastructure, water resources and broadband connectivity with both national leaders and neighboring communities and examine best practices and opportunities to align efforts.

ECONOMIC DEVELOPMENT - CONT'D

Economic Indicators

Second Quarter 2016

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2016 - Q2	2015 - Q2	2016 - Q2	2015 - Q2	2016 - Q2	2015 - Q2
Total Existing Office Square Footage	1,150,531	1,150,531	24,208,213	24,405,609	164,445,024	162,675,829
Office Vacancy Rate	9.40%	7.90%	12.20%	8.60%	9.40%	10.70%
Office Rental Rate - median	\$18.88	\$19.48	\$24.01	\$23.12	\$25.29	\$20.53
Total Existing Retail Square Footage	4,198,576	4,070,651	14,488,685	14,250,590	148,515,833	148,191,744
Retail Vacancy Rate	3.60%	4.50%	3.60%	3.90%	4.80%	5.40%
Retail Rental Rate - median	\$18.37	\$18.46	\$18.82	\$18.65	\$16.20	\$15.48
Total Existing Industrial/ Flex Square Footage	786,024	786,024	14,537,493	14,371,543	224,057,678	222,049,767
Industrial/ Flex Vacancy Rate	1.80%	1.90%	5.30%	7.70%	4.20%	3.60%
Industrial/Flex Rental Rate- median	\$10.53	\$9.96	\$10.36	\$9.60	\$7.79	\$7.31

Residential and Labor Force				
	Parker		Metro Denver	
	2016 - Q2	2015 - Q2	2016 - Q2	2015 - Q2
Residential Building Permits:	112	190	10,140	8,865
- Single Family	112	177	5,124	4,627
- Multi Family	0	13	5,016	4,238
Median Home Price	\$436,229	\$396,500	\$375,000	\$345,000
Median Condo/Townhome Price	\$226,500	\$200,000	\$236,250	\$208,000
Labor Force	29,007	28,301	1,554,973	1,516,377
Unemployment Rate	3.40%	3.50%	3.80%	3.90%

Multifamily						
	Parker		Southeast Metro		Metro Denver	
	2016 - Q2	2015 - Q2	2016 - Q2	2015 - Q2	2016 - Q2	2015 - Q2
Total Existing Multi Family Units	3,706	3,346	32,789	31,724	278,725	271,383
Multi Family Vacancy Rate	5.50%	2.00%	4.30%	7.00%	4.50%	4.20%
Average rent per unit	\$1,393	\$1,359	\$1,416	\$1,336	\$1,246	\$1,190

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

New Welcome Letter Email Campaign

In July, the Economic Development Department launched a welcome letter email campaign to new Parker businesses each month based on business licenses obtained that month. The intent of the letter is to introduce ourselves to

the business community and provide information on resources and services that are available to them. The chart below shows the email opens and clicks to the ED website for monitoring the trends and progress of the campaign.

Month	Recipients	Open Rate	Govt. Industry Average
June/July	26	57.7%	20.8%
August	25	54.2%	20.8%
September	17	62.5%	20.8%
October	21	70.6%	20.7%

Click Rate	Govt. Industry Average
7.7%	2.5%
4.2%	2.5%
0.0%	2.5%
29.4%	2.5%

Digital Marketing Presentation

On Dec. 7, Weldy Feazell was one of three presenters for the International Economic Development Council's webinar "Going Digital: A Tech-Based Approach to Economic Development Marketing." Weldy was asked to be a presenter to showcase how Parker's Economic Development office has shown succeeded with digital marketing campaign on a limited budget.



Annual Roadway Maintenance Projects

Townwide Concrete Repair

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

The 2016 contract work was substantially completed in November. The Town is currently working to close out the project. Town staff is currently evaluating potential work areas for the 2017 contract pending approval of the 2017 budget.

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

Roadway Capital Improvement Projects

Crown Crest Boulevard/Parker Adventist Hospital Traffic Signal

- 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

- Jordan Road to Cottonwood Way

The funding for the design for this project was appropriated as part of the 2016 budget. Design work has commenced, and it is anticipated that the design will be completed 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.

Motsenbocker Road Widening

- Clarke Farms subdivision to Todd Drive intersection

Design for this widening project is anticipated to commence in early 2017. Funding for the project is dependent on adjacent development providing the funding per its respective development agreement. It is possible that construction could commence in late 2017.

Chambers Road Widening

- Hess Road to 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 in December to allow the new lanes to be available for use by the traveling public. The milling and repaving of the existing lanes (future southbound direction) will be completed in the spring of 2017. The median landscaping is anticipated to follow in the summer of 2017 (pending 2017 funding for the landscaping).

Jordan Road Widening

- Hess Road to Bradbury Parkway

Due to the funding constraints associated with the Cottonwood Drive widening project construction, the Town has begun the design of the Jordan Road widening project in 2016 to allow for potential construction in 2017. Design efforts commenced in October and are anticipated to be completed in the spring of 2017 to allow for potential bidding and construction in 2017 pending approval of the 2017 budget.

Summerset Lane Extension

- Summerset Lane east of Pine Drive

The design for the project is currently underway with construction tentatively scheduled for 2017.

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 this winter. ▶

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 early 2017. 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 approval of the 2017 budget.



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 has commenced and will continue through winter as weather allows. The project is scheduled to be complete and opened to the public in the summer of 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

The drop structure has sheet piling installed and approximately half of the boulders installed and grouted. The pedestrian box is complete, and the project is anticipated to be wrapped up in the first quarter of 2017.

Parker Schoolhouse Historical Restoration

Phase 2 restoration work consisting of the basement restoration was completed in late November, and Town staff is working to close out this contract by the end of 2016. Pending approval of the 2017 budget, Phase 3 work consisting of the exterior and upstairs restoration work is anticipated to begin in early 2017. Partial funding for the historical restoration work is from the Colorado State Historical Fund via a grant that was approved by Town Council on Nov. 21.





PARKS AND RECREATION

Additions to O'Brien Park

In November, the Parks division installed or oversaw the installation of both the Nancy Gripman statue and the flagpole in O'Brien Park. The flagpole was donated to the Town by the Rotary Club, and the statue was a memorial in remembrance of Nancy's service and dedication to the Parker community.



Town Holiday Decorations

The Mayor's Holiday Lighting was a huge success in O'Brien Park. The Forestry/Open Space division oversees the installation and maintenance of all of the Town's holiday lights and decorations.



Cyclocross Bike Races

The Town hosted two cyclocross bike races at Salisbury Park, drawing a total of almost 500 riders over Thanksgiving weekend.



Fieldhouse Day Camp

The Parker Fieldhouse Day Camp hosted 170 kids throughout the week of Thanksgiving. The week off of school included a trip to Casa Bonita for lunch and some fun prior to the Thanksgiving holiday.



PARKS AND RECREATION - CONT'D

Fieldhouse Revenue Comparison - as of Dec. 5



Recreation Membership Sales

- A total of 667 membership passes were sold in November. Of the total, 430 were new passes and 237 were renewals.
- Annual passes accounted for 247 of the total sold.

Recreation Center Daily Check-Ins

Daily Admissions Sold	5,239	175 daily
Silver Sneaker Check-In	4,603	153 daily
Membership Check-In	22,354	745 daily
Employee Membership Check-In	1,700	56 daily
TOTAL CHECK-INS: NOVEMBER	33,896	1,130 daily

Parks and Recreation Race Series

The Turkey Day 5K held on Thanksgiving wrapped up the 2016 Race Series with a record-1,793 participants joining us to start off their Thanksgiving Day. The 2016 Race Series included 2,920 participants in five races held throughout the year.



2016 Races	Participants
Love 'em or Leave 'em	535
Arbor Day	121
Kid's TRY-athlon	198
So Long to Summer	273
Turkey Day	1,793
TOTALS	2,920



Fitness and Wellness

The Fitness and Wellness division implemented annual group fitness and personal training surveys this year. The results were as follows:



Group Fitness

- 172 surveys were completed
- 68.4 percent of respondents indicated that they attend class two to four times per week
- Instructors scored a 3.7 or above out of 4 in the following categories: knowledge, teaching ability, enthusiasm, communication and time management
- Group Fitness received a 3.5 or higher out of 4 in class variety, length and quality



Personal Training

- 138 surveys were completed
- 95 percent of respondents were likely or very likely to recommend the Personal Training Program to others
- 97.8 percent rated their trainer to be either very good or excellent
- The training team received a 3.89/4 stars in overall quality



POLICE DEPARTMENT

Drug Education Expo

Officer Chris Kozuch represented the Parker Police Department during Sagewood Middle School's Drug Education Expo. The Expo featured working professionals who have a background knowledge of drugs and consequences. The students spoke with each professional and asked a variety of questions. The students will later turn the information into a Public Service Announcement for the school. Great job, Officer Kozuch!

Victim Advocate Volunteers

Parker and Lone Tree Police Department Victim Services is incredibly grateful to four selfless volunteers: Tami Becham, Amanda Gilbert, Shelly Swisher and Corina Delgado. They just graduated from the Victim Assistance Academy (pictured below) and are our the newest Volunteer Victim Advocates for the Town of Parker and City of Lone Tree. Eleven citizens graduated from the academy committing themselves to helping their community. Thank you for your dedication to your fellow citizens! ▼



Cadet Graduation

On Dec. 9, four Parker Cadets graduated from the Adams County Academy. The ceremony began at 11 a.m. with a swear-in ceremony and the academy badge pinning. The graduates will start the Police Department's Patrol Academy and begin their Police Training Officer (PTO) program here at Parker PD. Congratulations, fellow officers!

Trooper Donahue Remembered

Members of the Parker Police Department paid tribute to Colorado State Trooper Cody Donahue by attending his funeral on Dec. 2. Trooper Donahue was tragically killed in the line of duty on Nov. 25. We send our sincerest condolences, thoughts and prayers to Trooper Donahue's family, friends and to the community he served. Trooper Donahue, your service and sacrifice will never be forgotten.



Cram the Cruiser

The Police Department would like to thank everyone who brought food donations to its Cram the Cruiser event held in conjunction with the Mayor's Holiday Lighting on Nov. 25 at O'Brien Park.

Members of the department, including officers, volunteers, explorers and dispatch (9-1-1 Education) worked together and gave out FREE hot chocolate (a big thank you to Kneaders Bakery & Café), cookies, stickers and other goodies.

The annual Cram the Cruiser event benefits the Parker Task Force Backpack Program and is one of our favorite events of the year. The backpack program provides weekend food for kids in need. Every Friday, children in need pick up a backpack containing food assistance.

We are so grateful for the generous donations and want to thank you for helping us support a great program that produced over 1,500 food items.



ITEM NO: 6(1)
DATE: 12/12/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Tax and Fee Assistance Program Agreement for Parker Place Hotel

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

Weldy Fezell

Weldy Fezell, Business Retention and Marketing Manger

G. Randolph Young

G. Randolph Young, Town Administrator

ISSUE:

The owners of Parker Place Hotel, Mainstreet Pier, LLC have filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (the "TAP Program"), pursuant to Parker Municipal Code 4.02.

PRIOR ACTION:

None.

FUNDING/BUDGET IMPACT:

The proposed TAP agreement with Parker Place Hotel will include:

1. a rebate of 60% of building permit fees and construction use taxes and;
2. a graduated rebate of sales tax not to exceed 10 years
 - a. year one – 75% of sales tax
 - b. year two – 70% of sales tax
 - c. year three – 65% of sales tax
 - d. year four – 60% of sales tax
 - e. years five through ten – 55% of sales tax
3. the combined maximum rebate of fees and taxes shall not exceed \$1,077,131.00

BACKGROUND:

Mainstreet Pier LLC, is a Parker based hospitality company, which is currently under contract to redevelop the Parker Authority for Reinvestment's property located at 19801 E. Mainstreet.

The Parker Place Hotel will demolish the existing building and build a 51,000 square foot boutique hotel with ground floor retail. The hotel will have 51 rooms and there will be approximately 14,000 square feet of restaurant and retail space. The capital investment in the hotel project is estimated at \$12 million dollars and represents a significant investment to the Town of Parker and the Downtown area. Annual sales are estimated to be \$5.6 million dollars

annually and generate \$3.1 million dollars in sales and lodging tax over 10 years. Additionally, the hotel will employ approximately 50 full time individuals when fully operational.

Parker Place Hotel project meets the following goals of the Town's Tax and Fee Assistance Program:

- Creates new jobs
- Creates new sales tax
- Contributes to the diversity of jobs and employment opportunities
- Represents retail diversity
- The growth and expansion of an existing business
- Redevelopment of a building in the Town of Parker
- The enhancement of a vibrant and unique downtown

RECOMMENDATION:

Staff recommends approval of the Parker Place Hotel TAP Agreement

PREPARED/REVIEWED BY:

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

ATTACHMENTS:

Tax and Fee Assistance Program Agreement for Parker Place Hotel

RECOMMENDED MOTION:

"I move to approve the Tax and Fee Program Assistance Agreement for Parker Place Hotel"

ATTACHMENT

TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR PARKER PLACE HOTEL

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between Mainstreet Pier, LLC, a Colorado limited liability company (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.02 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of retail sales tax-generating business within the Town, thereby stimulating the economy of and providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by business and residents of the Town, thus further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the new business described in **Exhibit A** (the "New Business"), which is attached hereto and incorporated by this reference, generally located at the northeast corner of Victorian Drive and Mainstreet and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner also desires to participate in the TAP Program to share in the building permit fees and construction use taxes collected by the Town during the construction permitting process for the initial construction of the core and shell and for finish build out of the New Business on the Property, to the extent allowed in this Agreement.

D. The Owner shall be deemed the record owner of the real property upon which the New Business is located and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before the date that is twelve (12) months after the date Developer acquires title to the Property, subject to any extensions provided in that certain Agreement for Sale and Purchase of Real Property between the Owner and the Parker Authority for Reinvestment dated November 7, 2016 (the "Purchase Agreement") (the "Condition

Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the date that the hotel portion of the New Business is open to the public and the completion of construction of the Improvements in accordance with the plans approved by the Town, which results in the execution of the Certificate of Compliance by the Town and the Owner, and shall terminate one (1) year from the date in which the Certificate of Compliance has been executed by the Town and the Owner; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one- (1-) year terms. The term of this Agreement may be renewed by up to nine (9) additional one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. The applicable "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Seven Thousand Nine Hundred Fourteen and 20/100 Dollars (\$7,914.20) a year for the ten (10) one-year terms (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in accordance with the following schedule, subject to the Maximum Eligible Amount set forth in Section 2.d. below:

(i) Year One: Seventy-five percent (75%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(ii) Year Two: Seventy percent (70%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(iii) Year Three: Sixty-five percent (65%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax;

(iv) Year Four: Sixty percent (60%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax; and

(v) Years Five through Ten: Fifty-five percent (55%) of Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax.

The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the New Business on the Property. The amount of the Fee Repayment shall be sixty percent (60%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the execution of the Certificate of Compliance by the Town and the Owner, and proof of payment and lien waivers for the Improvements. The maximum period of time that this Agreement shall be in effect is ten (10) years (commencing on the date of execution of the Certificate of Compliance by the Town and the Owner as described in Paragraph 1.b.) or until the maximum sum of One Million Seventy-Seven Thousand One Hundred Thirty-One and 00/100 Dollars (\$1,077,131.00) (the "Maximum Eligible Amount") derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the Maximum Eligible Amount (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on Exhibit E, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes and Fee Repayment subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express written consent and authorization of the Parker Town Council, and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes and Fee Repayment proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year. Each year, the Town Finance Director shall include in the budget presented to the Town Council pursuant to the Parker Home Rule Charter and the Parker Municipal Code, the appropriation of the Enhanced Sales Tax Shareback for payment to the Owner as provided in this Agreement. Nothing in this Agreement shall be construed as obligating the Town Council to appropriate the Enhanced Sales Tax Shareback in any fiscal year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the first certificate of occupancy (temporary or otherwise) for the hotel portion of the New Business and the probationary acceptance of the

Improvements by the Town, as provided by the Parker Municipal Code on or before the date that is twelve (12) months after the date Developer acquires title to the Property, subject to any extensions provided in the Purchase Agreement. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

7. Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the parties shall cooperate to cure any legal defects in this Agreement or the TAP Program.

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

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

Notice to the Town: Town Administrator
 Town of Parker
 20140 East Mainstreet
 Parker, Colorado 80138

Notice to the Owner: Mainstreet Pier, LLC
 19284 Cottonwood Drive
 Suite 203
 Parker, Colorado 80138

10. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This

EXHIBIT LIST

- Exhibit A New Business Defined
- Exhibit B Legal Description of the Property
- Exhibit C Improvements
- Exhibit D Certificate of Compliance
- Exhibit E Base Amount

EXHIBIT A

NEW BUSINESS DEFINED

Mainstreet Pier, LLC, will demolish the existing building and construct a four-story, 51,314-sq.-ft. boutique hotel with ground-floor retail. The hotel will have fifty-one (51) rooms and there will be approximately 14,000 sq. ft. of retail space. The total project costs for this project exceed Twelve Million and 00/100 Dollars (\$12,000,000.00) and the hotel/restaurant operations will employ fifty (50) individuals when fully operational.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

[Attached]

(For information purposes) only 19801 East Mainstreet, Parker, Colorado 80138-7386

**EXHIBIT B
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PART OF LOT 1, BLOCK 1, PARKER CENTRAL AREA FILING NO. 1, RECORDED AT RECEPTION NO. 306437 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, 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°53'51" EAST, A DISTANCE OF 2675.25 FEET;

THENCE SOUTH 51°07'17"EAST, A DISTANCE OF 2084.86 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 1 THE FOLLOWING (2) COURSES:

1. SOUTH 79°48'40" EAST, A DISTANCE OF 219.00 FEET;
2. SOUTH 10°11'20" WEST, A DISTANCE OF 189.72 FEET;

THENCE DEPARTING SAID EASTERLY LINE NORTH 79°48'41" WEST, A DISTANCE OF 198.32 FEET;

THENCE NORTH 34°51'03" WEST, A DISTANCE OF 23.44 FEET;

THENCE NORTH 10°11'19" EAST, A DISTANCE OF 128.56 FEET;

THENCE NORTH 79°48'40" WEST, A DISTANCE OF 4.09 FEET TO THE WESTERLY LINE OF SAID LOT 1;

THENCE ALONG SAID WESTERLY LINE NORTH 10°11'20" EAST, A DISTANCE OF 44.59 FEET TO THE POINT OF BEGINNING.

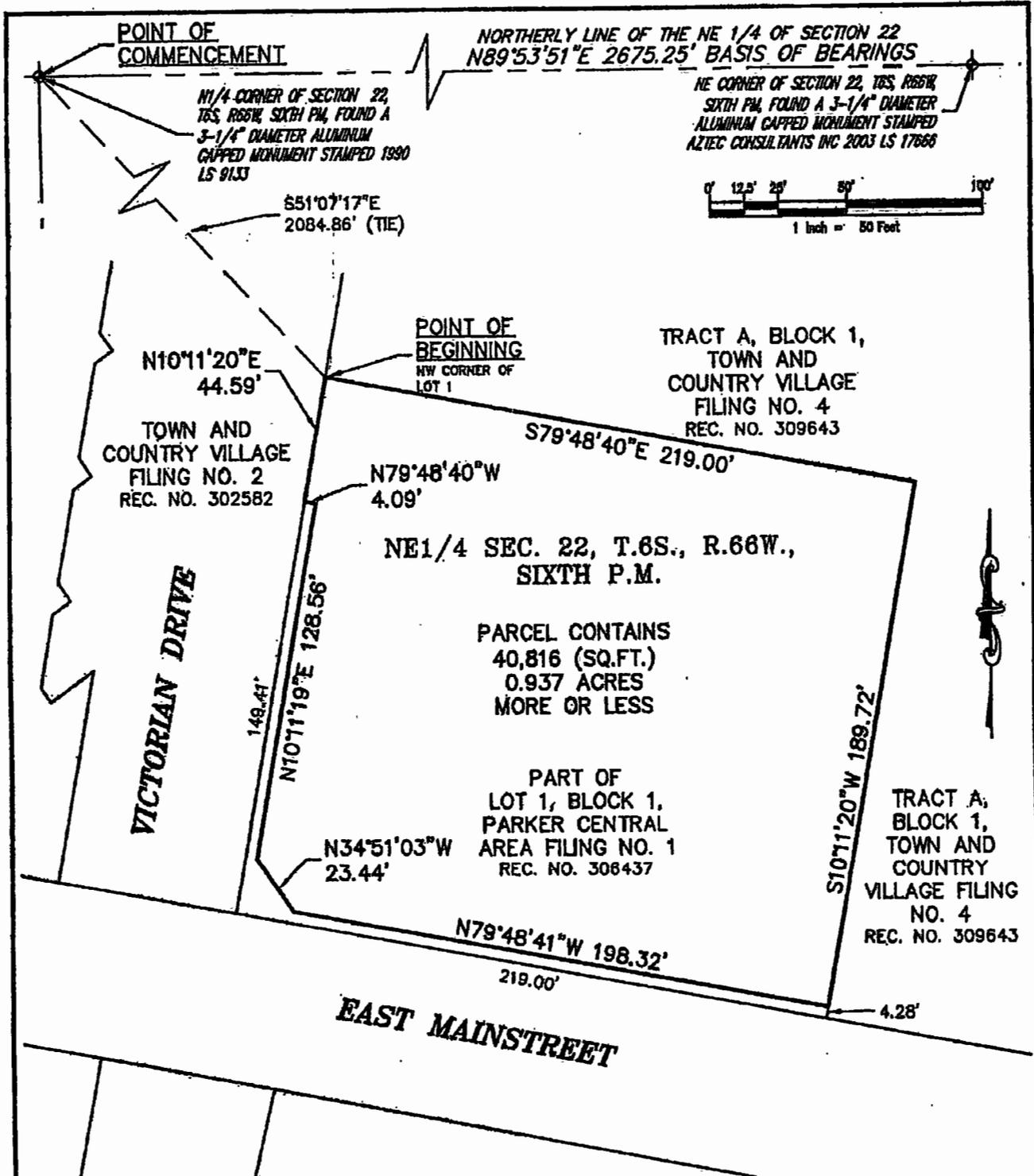
CONTAINING AN AREA OF 0.937 ACRES, (40,816 SQUARE FEET), MORE OR LESS.

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.

PAPER: 24916-28 (EXHIBIT B)
 DWG NAME: PARKER PLACE LD
 DWG: DEC CHC
 DATE: 10/31/16
 SCALE: 1" = 50'

AZTEC
 CONSULTANTS, INC.

350 East Dilbert Ave,
 Suite 1
 Littleton, Colorado 80120
 Phone (303)713-1898
 Fax (303)713-1897
 www.aztecconsultants.com

EXHIBIT B
 NE 1/4 S22, T6S, R66W, SIXTH PM
 DOUGLAS COUNTY, COLORADO
 JOB NUMBER 24916-28 2 OF 2 SHEETS

EXHIBIT C

IMPROVEMENTS

The Improvements, which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement," include the redevelopment of an underdeveloped property in the Town of Parker, will exceed Twelve Million Dollars and 00/100 (\$12,000,000.00). The redevelopment will include the demolition of the existing building and construction of a new four-story, 51,314-sq.-ft. boutique hotel with ground-floor retail. The hotel will have fifty-one (51) rooms and there will be approximately 14,000 sq. ft. of retail space. The total project will employ fifty (50) individuals in the hotel/restaurant operations.

The following is a list of the eligibility criteria that the project satisfies:

- Redevelops an area or building in the Town
- Enhances a vibrant and unique downtown
- Creates new sales tax
- Contributes to the diversity of jobs and employment opportunities
- Represents retail diversity
- Growth and expansion of an existing business in Parker

EXHIBIT E

BASE AMOUNT

<u>YEAR 1</u>		<u>YEAR 2</u>	
Month #1	\$659.51	Month #1	\$659.51
Month #2	659.51	Month #2	659.51
Month #3	659.51	Month #3	659.51
Month #4	659.51	Month #4	659.51
Month #5	659.52	Month #5	659.52
Month #6	659.52	Month #6	659.52
Month #7	659.52	Month #7	659.52
Month #8	659.52	Month #8	659.52
Month #9	659.52	Month #9	659.52
Month #10	659.52	Month #10	659.52
Month #11	659.52	Month #11	659.52
Month #12	<u>659.52</u>	Month #12	<u>659.52</u>
Total Annual Base	\$7,914.20	Total Annual Base	\$7,914.20
<u>YEAR 3</u>		<u>YEAR 4</u>	
Month #1	\$659.51	Month #1	\$659.51
Month #2	659.51	Month #2	659.51
Month #3	659.51	Month #3	659.51
Month #4	659.51	Month #4	659.51
Month #5	659.52	Month #5	659.52
Month #6	659.52	Month #6	659.52
Month #7	659.52	Month #7	659.52
Month #8	659.52	Month #8	659.52
Month #9	659.52	Month #9	659.52
Month #10	659.52	Month #10	659.52
Month #11	659.52	Month #11	659.52
Month #12	<u>659.52</u>	Month #12	<u>659.52</u>
Total Annual Base	\$7,914.20	Total Annual Base	\$7,914.20
<u>YEARS 5 - 10</u>			
Month #1	\$659.51		
Month #2	659.51		
Month #3	659.51		
Month #4	659.51		
Month #5	659.52		
Month #6	659.52		
Month #7	659.52		
Month #8	659.52		
Month #9	659.52		
Month #10	659.52		
Month #11	659.52		
Month #12	<u>659.52</u>		
Total Annual Base	\$7,914.20		

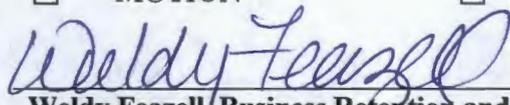


ITEM NO: 6(2)
DATE: 12/12/2016

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 type="checkbox"/> ORDINANCE FOR 1 ST READING | (12/05/2016) |
| <input type="checkbox"/> CONTRACT | <input checked="" type="checkbox"/> ORDINANCE FOR 2 ND READING | (12/12/2016) |
| <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.1.2983 on second reading."

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