

**TOWN OF PARKER COUNCIL AGENDA  
JANUARY 17, 2017**

**Notes:**

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

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

2. **SPECIAL PRESENTATIONS**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES – None**

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

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

7. **CONSENT AGENDA**

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

A. ***APPROVAL OF MINUTES***

*December 5, 2016*

*December 12, 2016*

*January 3, 2017*

B. ***TRACTS A AND C, COTTONWOOD SUBDIVISION FILING NO. 11 – ANNEXATION PETITION  
CONSIDERATION***

*Applicant: Jill Luchs, Cottonwood Highlands Metropolitan District No. 1*

*Location: West of Jordan Road, north of Apache Plume Drive, and south of  
Bluegrass Circle*

*Department: Community Development, Stacey Nerger*

C. ***INTENTIONALLY LEFT BLANK***

- D. *ORDINANCE NO. 5.68.3 – First Reading*  
*A Bill for an Ordinance Amending Chapter 6.01 of the Town of Parker Municipal Concerning Chronic Nuisance Property*  
*Department: Police Department, Doreen Jokerst*  
*Second Reading: February 6, 2017*
- E. *ORDINANCE NO. 9.261 – First Reading*  
*A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker, Colorado, and the Chambers Highpoint Metropolitan District Nos. 1 and 2*  
*Department: Town Attorney, Jim Maloney*  
*Second Reading: February 6, 2017*
- F. *ORDINANCE NO. 9.262 – First Reading*  
*A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23, Project No. 106484)*  
*Department: Engineering, Jacob James*  
*Second Reading: February 6, 2017*
- G. *RESOLUTION NO. 17-009*  
*A Resolution to Determine that the Newlin Gulch Boulevard Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 20, 2017*  
*Department: Community Development, Ryan McGee*
- H. *INTENTIONALLY LEFT BLANK*
- I. *RESOLUTION NO. 17-011*  
*A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Bonbeck Parker, LLC, for a Portion of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5*  
*Department: Engineering, Tom Gill*
- J. *RESOLUTION NO. 17-012*  
*A Resolution Appointing Directors to Fill Vacancies on the Board of Directors of the Pine Bluffs Metropolitan District*  
*Department: Town Attorney, Jim Maloney*
- K. *RESOLUTION NO. 17-013*  
*A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson*  
*Department: Town Council*
- L. *CONTRACTS ABOVE \$100,000*
- *Fourth Amendment to Agreement for Professional Services – Mainstreet Center School Building Preservation*  
*Amount: \$126,296 (increase of \$25,317)*  
*Contractor: Scheuber & Darden Architects, LLC*  
*Department: Cultural, Elaine Mariner*

- M. **RESOLUTION NO. 17-014**  
*A Resolution Regarding a Proposed Modification to the Consolidated Service Plan for Reata Ridge Village Metropolitan District Nos. 1 and 2*  
Department: Town Attorney, Jim Maloney
- N. **ORDINANCE NO. 1.493.1 – First Reading**  
*A Bill for an Ordinance to Adopt the 2017 Revised Budget for the Town of Parker and to Make Appropriations for the Same*  
Department: Finance, Don Warn  
Second Reading: February 6, 2017
8. **TOWN ADMINISTRATOR**
- **Reports**
9. **ORDINANCE NO. 3.326 – Second Reading**  
**A Bill for an Ordinance to Amend Sections 13.06.020, 13.06.070 and 13.10.200 of the Parker Municipal Code to Address Development Impact and Development Standards as they Relate to Multiple-Family Uses Within the Town of Parker**  
Department: Community Development, John Fussa  
Community Development, Jason Rogers  
Community Development, Bryce Matthews
10. **ADJOURNMENT**

*Parker Town Council*

# **Executive Session Agenda**

January 17, 2017

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

1. South Metro Fire Rescue Authority cooperation agreement

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

2. Section 5.02.730 of the Parker Municipal Code, related to distance of liquor establishment to schools
3. Ordinance Nos. 4.111.1 and 4.111.2 concerning cultivation of marijuana

"To consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a)."

4. Tap House property located on Mainstreet (adjacent to the Schoolhouse)
5. Construction of Summerset Lane improvements



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

Mayor Mike Waid called the meeting to order at 5:52 P.M. Councilmember Debbie Lewis arrived at 6:16 P.M.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(b) there were three (3) items, the first was to receive legal advice on specific legal questions on Section 2.05.060 of the Parker Municipal Code related to establishing a conflict of interest and disclosing a conflict of interest, the second was to receive legal advice on specific legal questions on Section 13.10.200 of the Parker Municipal Code, related to architectural and design standards for commercial, industrial and multi-family projects and the third was to receive legal advice on specific legal questions on Section 10.11.080 of the Parker Municipal Code, related to the Reata Ridge Metropolitan District service plan and election; under C.R.S. 24-6-402(4) (e) there was one item for request by ACG, LLC, to extend the sale and purchase agreement for the Mainstreet Gym property.

**EXECUTIVE SESSION**

Josh Martin moved and Joshua Rivero seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e). The Town Council did not address specific legal questions related to architectural and design standards for commercial, industrial and multi-family projects.

The motion was approved unanimously.

Renee Williams moved and Joshua Rivero seconded to come out of Executive Session at 6:49 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

Mayor Waid reconvened the meeting at 6:59 P.M.

Youngsters from the audience led the Council and audience in the Pledge of Allegiance.

**SPECIAL PRESENTATIONS**

- **Special Olympics Tip-A-Cop Trophy Presentation**

Police Chief David King introduced Jan Gordon, the liaison for all law enforcement Special Olympics. They raised a total of \$70,000 statewide. The trophy was given to Debbie Daily, Police Department Dispatcher.

**PARKER CHAMBER OF COMMERCE UPDATES** – None

**DOWNTOWN BUSINESS ALLIANCE UPDATES** – None

## **PUBLIC COMMENTS**

Suzanne Setr, 10730 Mt. ???) inquired about the landscaping at Walgreen's on Lincoln and So. Parker Road. She was asked to speak with Jason Rogers.

### **The following individuals spoke against the Parker Place Hotel:**

Brittany Yarborough, 19636 Victorian Dr. #B4  
Bill Witwer, 15885 Savory Circle  
Lisa Monette, 10796 Foxwood Ct.  
Beau Jeanmard, 10788 Foxwood Ct.  
Aaron Trail (Sulfur Gulch Trail and Pikes Peak)  
Coleen Moeller, 11401 Canterbury Lane  
Sean Richardson, 11056 Tim Tam Way  
David Denslow, 10787 Vista Rd  
Gary Lasater  
Scott Wright, 12065 S. Majestic Rd.  
Joe Oltmann, 8245 N. Keith Ct., Castle Pines, CO  
Duane Hightman, Mainstreet,  
C.J. Cox, 20515 Oakbrook Lane  
Shenka Hagan, 10842 Bayfield Way  
Justin O'Reilly, Buckhorn St.  
Terry Dodd, Marlborough Dr.  
Jeff Toborg  
Danielle Strnad  
Julie Allen, 23017 Briarleaf Ave.

### **The following individual spoke in favor of the Parker Place Hotel:**

Susan Bertocchi, Cherrywood Drive

## **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

### **Amy Holland**

- Mayor's tree lighting
- Rotary Club contributed a flag in O'Brien Park

### **Joshua Rivero**

- Process has started to interview library trustee.

### **Renee Williams**

- Attended Denver Economic Development Holiday Party
- Chamber of Commerce Open House
- Goodbye party for Gil Rossmiller

### **Debbie Lewis**

- Chamber of Commerce Open House
- Gil Rossmiller's goodbye party

- Thanked everyone for their condolences, cards and texts which helped her get through the last week or so.

**John Diak**

- Thanksgiving and holiday events

**Mike Waid**

- Flag pole dedication (given to Town by Rotary Club)
- Nancy Gripman Statue Event
- Turkey Day 5K Run
- Mayor Tree Lighting
- Cram the Cruiser Event
- Sagewood Middle School (why not to do drugs, smoke, etc.)
- Narrator for the Parker Chorale at PACE
- Fundraiser at Cimarron School Festival of Trees

**CONSENT AGENDA**

- A. *APPROVAL OF MINUTES*  
*November 21, 2016*
- B. *NINTH ADDENDUM TO AGREEMENT WITH JUDGE KEVIN SIDEL*  
*Department: Human Resources, Melisa Geringer*
- C. *RESOLUTION NO. 16-072*  
*A Resolution Adopting an Administrative Fee to Defray the Cost of Processing Paper Filings for Tax Returns Pursuant to Section 4.03.450(d) of the Parker Municipal Code*  
*Department: Finance, Don Warn+D*
- D. *RESOLUTION NO. 16-073*  
*A Resolution to Amend Resolution No. 15-046, Series of 2015, Concerning the Town of Parker Records Retention Schedule Supplements and for Exceptions to Schedule 55.080 and Schedule 75.020G.*  
*Department: Town Attorney, Jim Maloney*
- E. *ORDINANCE NO. 1.289.3 – First Reading (Continued from 11/21/16)*  
*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*  
*Department: Economic Development, Weldy Feazell*  
*Second Reading: December 12, 2016*

*Josh Rivero moved to remove Consent Agenda Item 7E.*

*Josh Martin seconded the motion.*

*The motion was approved 5-0-1. (Holland abstained as she declared a conflict of interest.)*

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

*The motion was approved unanimously.*

*Amy Holland had filed a disclosure with the Secretary of State stating that she was employed as of July 18, 2016 by MARS Hospitality, LLC. She first recused herself at the July 18, 2016 Town Council meeting and she did not participate in this agenda item. She left the Council Chambers prior to discussion of this agenda item.*

*At the last meeting Town Council could have used the rule of necessity which would have allowed Amy Holland to vote in order to preserve the quorum. The Town Council decided to continue this item to tonight when all of Council was in attendance to avoid using the Rule of Necessity. Allegations were made at the Planning Meeting and on social media that some of Council had a financial interest. Before the Town Council votes on Item 7E, the Mayor took a moment and addressed each member asking if they had any interest.*

*Mayor: Josh Martin, do you have a financial interest in the hotel?*

*Josh Martin: No.*

*Mayor: Do you have an interest in the applicant?*

*Josh Martin: No.*

*Mayor: In this project?*

*Josh Martin: No.*

*Mayor: Joshua Rivero, do you have a financial interest in the hotel?*

*Joshua Rivero: No.*

*Mayor: Do you have an interest in the applicant?*

*Joshua Rivero: No.*

*Mayor: Any other interest?*

*Joshua Rivero: His adult daughter is an employee of my business. His wife's partner is the CPA for personal and business.*

*Mayor: Renee Williams, do you have a financial interest in the hotel?*

*Renee Williams: No.*

*Mayor: Do you have an interest in the applicant?*

*Renee Williams: No*

*Mayor: Do you have any other interest?*

*Renee Williams: Approximately 8 years ago May Jackson & Hendricks did her business taxes for two years. She knows Mike May and while he owned Trappers Restaurant, she ate there.*

*Mayor: Debbie Lewis, do you have a financial interest in the hotel?*

*Debbie Lewis: No.*

*Mayor: Do you have an interest in the applicant?*

*Debbie Lewis: No.*

*Mayor: Do you have any other interest?*  
*Debbie Lewis: Tracy May is not my campaign manager, Debbie did this herself. Kena Peterson did her web page. Tracy May did her taxes, she gets no money from her, she (Debbie) pays them money. Debbie had a \$500 campaign contribution from MARS Corp. She ate at Trappers when he had it and when he didn't have it. Tracy May was her treasurer this time and 4 years ago because she (May) is her accountant.*

*Mayor: John Diak, do you have a financial interest in the hotel?*  
*John Diak: No.*  
*Mayor: Do you have an interest in the applicant?*  
*John Diak: No*  
*Mayor: Do you have any other interest?*  
*John Diak: No. I spoke to the Chronicle on Friday and disclosed that since October 7, 2014 I have been an advisor to their employees and received \$200 for the Plan. He also subleases his office from May Jackson & Hendricks.*

*Town Attorney Jim Maloney explained the legal standard of conflict of interest.*

*Renee Williams moved that Josh Martin does not have a conflict of interest.*

*Joshua Rivero seconded the motion.*

*The motion was approved 4-0-1. (Martin abstained.)*

*Joshua Rivero moved that Renee Williams does not have a conflict of interest.*

*Debbie Lewis seconded the motion.*

*The motion was approved 4-0-1. (Williams abstained.)*

*Renee Williams moved that Joshua Rivero does not have a conflict of interest.*

*Debbie Lewis seconded the motion.*

*The motion was approved 4-0-1. (Rivero abstained.)*

*Renee Williams moved that Debbie Lewis does not have a conflict of interest.*

*Joshua Rivero seconded the motion.*

*The motion as approved 4-0-1. (Lewis abstained.)*

*Josh Rivero moved that John Diak does not have a conflict of interest.*

*Renee Williams seconded the motion.*

*The motion was approved 4-0-1. (Diak abstained.)*

**CONSENT AGENDA ITEM 7E**

*Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Item 7E.*

*The motion was approved 5-0.*

*Amy Holland returned to the Council Chambers.*

**TOWN ADMINISTRATOR**

• **Reports**

There were none.

**PUBLIC HEARINGS**

**A. ORDINANCE NO. 1.493 – Second Reading  
A Bill for an Ordinance to Adopt the 2017 Budget and to Make Appropriations for the Same**

**Department: Finance, Don Warn**

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

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

**Public Comment**

- Terry Dodd, Marlborough Drive
- Scott Wright, 12065 S. Majestic Way
- Sean Richardson, Tim Tam Way

Public comment was closed at 8:46 P.M.

Don Warn announced that the Town has a new transparency portal which will go live tomorrow. It is called the Parker Open Budget. This new website communicates our budget in an easy-to-understand way and provides you a visual interface to explore and search through the budget and find answers to your questions. The link is:

[www.ParkerOnline.org/OpenBudget](http://www.ParkerOnline.org/OpenBudget)

Josh Martin moved to approve Ordinance No. 1.493 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

**B. TOWN OF PARKER AND DOUGLAS COUNTY FOURTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT AND COMPREHENSIVE DEVELOPMENT PLAN**

**Department: Community Development, Ryan McGee**

**8:51 P.M.**

Section(s) 4.1.2 Region B is being amended at the request of Grandview Estates Homeowners Association to preserve the rural character of the subdivision and clarify standards for (re)development. This amendment also establishes a new Region I within the Community Separation Buffer of the CDP.

The amendment designates mining/quarry land use(s) as a Use by Special Review within the Permitted and Special Uses table of the CDP. The addition of Region I also establishes that the existing Acme Brick company clay mine may continue to operate for a period not to exceed the sooner occurrence of 15 years from the date of Douglas County Use by Special Review approval or July 4, 2032. (A detailed report is available in the Planning Department.)

**Public Comment**

- Charles Buckman, 12460 N. Third St., supports IGA and asked Council to approve.
- Scott Wright, 12065 S. Majestic, asked if there was a plan to give Grandview Estates some amenities in Parker, i.e., water. Mr. Wright was asked to contact Parker Water & Sanitation District.

**(1) ORDINANCE NO. 9.71.5 – Second Reading**

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

Renee Williams moved to approve Ordinance No. 9.71.5 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**(2) ORDINANCE NO. 9.70.5 – Second Reading**

**A Bill for an Ordinance to Approve the Fourth Amendment to the Mutually Binding and Enforceable Comprehensive Development Plan Between the Town of Parker and Douglas County for Areas Within the Town of Parker and Douglas County**

Amy Holland moved to approve Ordinance No. 9.70.5 on second reading.

Josh Rivero seconded the motion.

The motion was approved unanimously.

**C. BLAIR INDUSTRIAL CENTER LOT 25 – Use by Special Review**

<b>Applicant:</b>	<b>K-9 State of Mind, LLC, Kari Solberg</b>
<b>Location:</b>	<b>6280 Progress Lane</b>
<b>Department:</b>	<b>Community Development, Stacey Nerger</b>

**8:58 P.M.**

The applicant, K-9 State of Mind, LLC, seeks approval of a Use by Special Review to allow a dog training and overnight boarding facility.

**Applicant**

Gregory Tristan, E. Technology Way, Denver, advised that there would be a 6-foot wood fence and it will have barbed wire at the top. The barbed wire would exceed the 6 feet.

Josh Rivero stated that we have another facility that has an 8-foot fence; he would hate to see a dog go into the barbed wire.

**Public Comment**

- Virginia Ellis, E. River Chase Way

Joshua Rivero moved to approve, based upon staff findings, with the five conditions contained in the staff report and a condition that we have an 8 foot fence like other facilities in Town.

Amy Holland seconded the motion.

The motion was approved unanimously.

**D. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR ALL FIRED UP! LLC**

<b>Applicant:</b>	<b>All Fired Up, LLC, Jon Liberati, Manager</b>
<b>Location:</b>	<b>12311 Pine Bluffs Way, #107, Parker, Colorado 80134</b>
<b>Department:</b>	<b>Economic Development, Matt Carlson</b>

The applicant has asked to have this item continued.

Renee Williams moved to continue this item to a date certain of January 3, 2016.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

**(for advertising purchased for the PACE Center)**

**Amount: \$263,000.00**  
**Contractor: Evolution Communications Agency**  
**Department: Cultural, Elaine Mariner**  
**Cultural, Carrie Glassburn**

This is to approve a First Amendment to the Advertising Agency of Record contract with Evolution Communications Agency to extend their services for a second year. This is a “not to exceed” contract so that advertising purchases can shift across media categories (e.g., digital vs. print vs. radio) if necessary as determined jointly by Evolution and Cultural Department staff.

**Public Comment**

- Sean Richardson, 11056 Tim Tam Way

Josh Rivero moved to approve the First Amendment to the contract with Evolution Communications Agency in the amount of \$263,000.00.

Renee Williams seconded the motion.

The motion was approved unanimously.

**SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES (for producing theatre company for the PACE Center)**

**Amount: \$200,000.00**  
**Contractor: Inspire Creative, Inc.**  
**Department: Cultural, Elaine Mariner**  
**Cultural, Shaun Albrechtson**

This item is to request approval for a second amendment to the master agreement with Inspire Creative to extend their services as the producing company for theatrical presentations for a third year. Individual agreements will be issued for each production to address the specific details but the total will not exceed \$200,000.00

Renee Williams moved to approve the second amendment to the contract with Inspire Creative in the amount of \$200,000.00.

John Diak seconded the motion.

The motion was approved unanimously.

**ORDINANCE NO. 1.491 – Second Reading**

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

**Department: Police Department, Doreen Jokerst**

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

**Public Comment – None**

Amy Holland moved to approve Ordinance No. 1.491 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

**ORDINANCE NO. 1.466.1 – Second Reading**

**A Bill for an ordinance to Amend the Definitions Section and Sections 2.2, 2.3, 2.4, 3.3, 3.6, 3.8, 3.11, 3.15, 4.1, 4.4, 4.6, 4.11, 4.16, 5.8, 8.3, 8.4, 8.5, and 9.4 of the Town of Parker Personnel Manual**

**Department: Human Resources, Melisa Geringer**

This revision addresses inconsistent and outdated information.

**Public Comment – None**

Renee Williams moved to approve Ordinance No. 1.466.1 on second reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

**ORDINANCE NO. 1.480.1 – Second Reading**

**A Bill for an Ordinance to Approve the First Amendment to the Purchase and Sale of the Gym Property By and Between the Town of Parker and ACG, LLC**

**Department: Economic Development, Weldy Feazell**

Council previously approved the Purchase and Sale Agreement between the Town of Parker and ACG, LLC, d/b/a Parker Tap House and Distillery, for the redevelopment of the Schoolhouse Gymnasium property. The original agreement had an error in the legal description for the property and outlined a financing deadline of December 5, 2016, for the closing of the property. The First Amendment will correct the legal description and extend the financing deadline to March 31, 2017.

**Public Comment**

- Scott Wright, 12065 S. Majestic Way

Renee Williams moved to approve Ordinance No. 1.480.1 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

**ORDINANCE NO.1.494 – Second Reading**

**A Bill for an Ordinance to Levy General Property Taxes for the Year 2016 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2017 Budget Year**

**Department: Finance, Don Warn**

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2016 in order to collect property taxes for the 2017 budget year.

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR Amendment so that the restriction to an increase of the local growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of the citizens; therefore, we will continue to use the rate of 2.602 mills.

The amount of property tax that an owner of a home with an actual value of \$300,000 would have to pay to the Town of Parker is approximately \$62 per year. Assessed valuation and the resulting property tax revenue increased one percent.

**Public Comment – None**

Joshua Rivero moved to approve Ordinance 1.494 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 9:30 P.M.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor



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

Mayor Mike Waid called the meeting to order at 5:49 P.M. All Councilmembers were present except for Amy Holland who was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were two (2) items. Under C.R.S. § 24-6-402(4)(b) there were two items, the first was to receive legal advice on specific legal questions on Section 13.10.200 of the Parker Municipal Code and the second was to receive legal advice on specific legal questions on Chapter 6.01 of the Parker Municipal Code.

**EXECUTIVE SESSION**

Josh Martin moved and Joshua Rivero seconded to go into Executive Session to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-40294(b).

The motion was approved unanimously.

Renee Williams moved and Josh Martin to come out of Executive Session at 6:35 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

Mayor Waid reconvened the meeting at 10:43 P.M. Councilmember Holland was absent because she declared a conflict of interest and recused herself.

**PUBLIC COMMENTS**

Joe Oltman, 8245 N. Keith Ct., Castle Pines  
Dawn Hamilton, 12023 Blackwell Way  
Tracy Hutchins, DTC Parkway  
David Denslow, 10787 Vista Rd.  
Jason Longman, 11052 Glacier Park Circle  
Scott Wright, 12065 S. Majestic  
Todd Hendriks  
Virginia Ellis, 92715 E. River Chase Way  
Shrenka Hagan, Town & Country

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

**CONSENT AGENDA**

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

*Josh Martin moved to approve Consent Agenda Items 4A through 4D.*

*Renee Williams seconded the motion.*

*The motion was approved unanimously.*

**TOWN ADMINISTRATOR**

• **Reports**

The Town Administrator’s monthly report is on the Town’s website.

**PUBLIC HEARINGS**

**PARKER PLACE HOTEL**

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

**10:52 P.M.**

**Public Comment**

- Lisa Monette, 10796 Foxwood Ct.
- Terry Dodd, 11450 Marlborough Dr.
- Steve Pritchard, 19124 E. Custer Ave.

Public Comment was closed at 10:57 P.M.

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

Renee Williams moved to deny the Tax and Fee Assistance Program Agreement for Parker Place Hotel.

Josh Martin seconded the motion.

The motion was approved unanimously.

- (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**

Renee Williams moved to deny Ordinance No. 1.289.3.

Josh Martin seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 11:08 P.M.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor



**TOWN OF PARKER COUNCIL  
MINUTES  
JANUARY 3, 2017**

Mayor Mike Waid called the meeting to order at 5:37 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(g) there was one item for consideration of deliberative materials assembled for the benefit of the Town Council related to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), with the South Metro Fire Rescue Authority [**POSTPONED FROM 12/5/16**]; under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was to receive legal advice on specific legal questions on Section 13.10.200 of the Parker Municipal Code, and the second was to receive legal advice on specific legal questions on Colorado Revised Statutes Section 32-1-905-2.5); under C.R.S. § 24-6-402(4)(a) there was one item for the purchase of real property needed to construct J. Morgan Boulevard south of Stroh Road.

**EXECUTIVE SESSION**

Joshua Rivero moved and Josh Martin seconded to go into Executive Session to consider documents protected from disclosure by the Colorado Open Records Act, pursuant to C.R.S. § 24-6-402(4)(g), 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) and to consider the purchase, acquisition, lease, transfer or sale of real, personal or other property, pursuant to C.R.S. § 24-6-402(4)(a).

The motion was approved unanimously.

Josh Martin moved and Amy Holland seconded to recess the Executive Session at 7:10 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

Mayor Waid reconvened the meeting at 7:21 P.M.

Troop 868 led the Council and audience in the Pledge of Allegiance.

**SWEARING-IN OF MAYOR AND COUNCILMEMBERS**

Judge Kevin Sidel swore in Mayor Mike Waid and Councilmembers John Diak, Debbie Lewis and Joshua Rivero.

**15 MINUTE BREAK**

Mayor Waid reconvened the meeting at 7:51 P.M.

**SPECIAL PRESENTATIONS – None**

**PARKER CHAMBER OF COMMERCE UPDATES**

Dennis Houston, President and CEO of the Parker Chamber of Commerce, reflected where they have been and where they are going in 2017. He congratulated the Mayor and newly elected Councilmembers and thanked the remaining Council for their public service.

**DOWNTOWN BUSINESS ALLIANCE UPDATES**

Shelly Mango thanked the Town and Council for the Christmas lights. She proposed to have sponsorships next year for the trees that were not decorated and will speak to each owner regarding this.

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

The Ice Skating ribbon in Discovery Park opened last week.

**CONSENT AGENDA**

- A. *APPROVAL OF MINUTES*  
*December 5, 2016*  
*December 12, 2016*
  
- B. *SLOPE EASEMENT TERMINATION AGREEMENT FOR THE ENCLAVE AT CHERRY CREEK APARTMENTS, LLC*  
*Department: Engineering, Alex Mestdagh*
  
- C. *RESOLUTION NO. 17-001*  
*A Resolution to Amend Resolution No. 16-001 Establishing a Designated Public Place for the Posting of Meeting Notices as Required by the Colorado Open Meetings Law*  
*Department: Town Clerk, Carol Baumgartner*
  
- D. *RESOLUTION NO. 17-002*  
*A Resolution to Appoint Regular Members to the Parker Cultural and Scientific Commission and to Appoint the Chair*  
*Department: Cultural, Elaine Mariner*
  
- E. *RESOLUTION NO. 17-003*  
*A Resolution to Appoint Regular Members to the Parker Creative District Executive Committee and to Appoint the Chair*  
*Department: Cultural, Elaine Mariner*
  
- F. *RESOLUTION NO. 17-004*  
*A Resolution to Determine that Lot 2, Block 1, Parker Heights Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 6, 2017*  
*Department: Community Development, Patrick Mulready*

G. *RESOLUTION NO. 17-005*  
*A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas, State of Colorado, for the Harvie Property by General Warranty Deed*

*Department: Recreation, Dennis Trapp*  
*Town Attorney, Jim Maloney*

H. *RESOLUTION NO. 17-006*  
*A Resolution Accepting the Conveyance of Real Property from the Board of County Commissioners of the County of Douglas, State of Colorado, for the Harvie Property by Quit Claim Deed*

*Department: Recreation, Dennis Trapp*  
*Town Attorney, Jim Maloney*

I. *RESOLUTION NO. 17-007*  
*A Resolution Accepting Conveyance of Real Property from Richmond Homes of Colorado, Inc. for the East-West Trail East of Molsenbocker Road.*

*Department: Engineering, Tom Gill*

J. *CONTRACTS ABOVE \$100,000*

- *2017 Townwide Resurfacing Program (CIP17-007)*  
*Amount: \$670,580.60*  
*Contractor: Chavez Construction, Inc.*  
*Department: Engineering, Chris Hudson*
- *Parker Consolidated School Restoration Project - Phase III*  
*Amount: \$937,655.00*  
*Contractor: Wattle & Daub Contractors*  
*Department: Engineering, Tom Gill*

K. *RESOLUTION NO. 17-008*  
*A Resolution Approving the Form of Intergovernmental Agreement Proposed to be Entered Into by Belford South Metropolitan District Regarding the Assignment to the District of Water and Wastewater Service Equivalents by Stonegate Village Metropolitan District*

*Department: Town Attorney, Jim Maloney*

L. *ORDINANCE NO. 3.326 – First Reading*  
*A Bill for an Ordinance to Amend Sections 13.04.200, 13.06.020, 13.06.070 and 13.10.200, and to Add a New Section 13.04.207 of the Parker Municipal Code, to Address Development Impacts and Development Standards as They Relate to Multiple-Family Uses Within the Town of Parker*

*Department: Community Development, John Fussa*  
*Community Development, Jason Rogers*  
*Community Development, Bryce Matthews*

*Second Reading: January 17, 2017*

*Renee Williams moved and Joshua Rivero seconded to remove Consent Agenda Item 8L.*

*The motion was approved unanimously.*

*Amy Holland moved and Renee Williams seconded to remove Consent Agenda Item 8A. (This item will be on the January 17, 2017 Agenda.)*

*Amy Holland moved and Debbie Lewis seconded to approve Consent Agenda Items 8B through 8K.*

*The motion was approved unanimously.*

*Josh Rivero recognized Dennis Trapp and Douglas County for the Harvie Property items. It will be a nice addition to the Town.*

**ITEM 8L**

*Debbie Lewis moved to approve Ordinance No. 3.326 on first reading and schedule second reading for January 17, 2017, as a part of the consent agenda, with the following changes: (1) remove the Use by Special Review component in Sections 1 and 2 of the ordinance; (2) remove the Applicability provision in Section 6 of the ordinance and (3) the ordinance will not go into effect until 10 days after publication of this ordinance which will not occur until after second reading of the ordinance on January 17, 2017.*

*Renee Williams seconded the motion.*

*The motion was approved 5-1. (Martin voted no.)*

**TOWN ADMINISTRATOR**

- **Reports**

Randy Young thanked Jim Cleveland and Betsy Mercer for getting Discovery Park open.

**PUBLIC HEARINGS**

**TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR ALL FIRED UP! LLC**

**(Continued from 12/5/2016 Meeting)**

<b>Applicant:</b>	<b>All Fired Up, LLC, Jon Liberati, Manager</b>
<b>Location:</b>	<b>12311 Pine Bluffs Way, #107, Parker, Colorado 80134</b>
<b>Department:</b>	<b>Economic Development, Matt Carlson</b>

The proposed TAP agreement with All fired Up! LLC will include:

1. A rebate of 50% of sales tax for a period not to exceed 3 years.
2. A maximum rebate of taxes that shall not exceed \$25,000.

The All Fired Up! Project meets the following goals of the Town’s Tax and Fee Assistance Program (TAP):

- Creates new jobs (employment)
- Creates new sales tax

- Contributes to the diversity of jobs and employment opportunities
- Represents retail diversity

The applicant was unable to attend the meeting.

**Public Comment – None**

Joshua Rivero moved to approve the Tax and Fee Program Assistance Agreement for All Fired Up!.

Renee Williams seconded the motion.

The motion was approved unanimously.

**PUBLIC COMMENTS**

The following individuals spoke at the meeting:

- Lisa Monette, 10796 Foxwood Court
- Duane Heitman, 18159 E. Mainstreet
- Tracy Hutchins, 5105 DTC Parkway, Greenwood Village
- Justin O'Reilly

Mayor Waid pointed out that citizens can always send an email to [elected@parkeronline.org](mailto:elected@parkeronline.org) with questions.

At 8:20 P.M. the Mayor announced that Council would go back into Executive Session after a short break.

Debbie Lewis moved and Renee Williams seconded to reconvene the Executive Session at 8:31 P.M.

The motion was approved 5-0. (Josh Martin was not in attendance.)

Joshua Rivero moved and Amy Holland seconded the motion to come out of Executive Session at 8:46 P.M. at which time the regular meeting was adjourned.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor



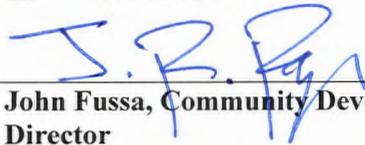


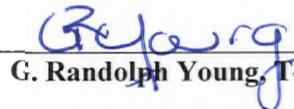
ITEM NO: 7B  
DATE: 01/17/2017

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE:** Tracts A and C, Cottonwood Subdivision Filing No. 11 – Annexation Petition Consideration

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

 FOR  
**John Fussa, Community Development Director**

  
**G. Randolph Young, Town Administrator**

**ISSUE:**

The applicant, Cottonwood Highlands Metro District, is proposing to annex and zone an existing stormwater detention pond currently located within Douglas County. The property is located east of Jordan Road, north of Apache Plume Drive and south of Sandreed Circle. The purpose of this item is to accept the submitted annexation petition and table consideration of a public hearing date.

**PRIOR ACTION:**

None

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The stormwater detention pond on the property was initially constructed in Douglas County to serve the Cottonwood Subdivision. With the design of the infrastructure for Cottonwood Highlands, which is located to the south of the pond property, improvements to this pond have been approved that will allow it to accept stormwater from a portion of the new development. As part of the arrangement, the Cottonwood Highlands Metro District recently acquired the pond property and will have ultimate responsibility for the facility. Since the pond will accept stormwater from development within the Town and will be owned by a Metro District approved by the Town, the Town has required the pond to be annexed into the Town. The applicant has proposed to zone the property as open space within the Cottonwood Highlands Planned Development.

The property has sufficient contiguity with the Town's incorporated boundary to meet statutory annexation requirements.

This property is located within the Town's Urban Growth Area as described in the Intergovernmental Agreement (IGA) and Comprehensive Development Plan between the Town of Parker and Douglas County last amended December 5, 2016.

Town Council has three options for consideration in reviewing annexation proposals: 1) determine that the annexation does not meet the requirements of State Statutes and deny the petition; 2) table the annexation petition for up to 180 days; or 3) set an ordinance reading 30 to 60 days from the date of the Resolution approval.

**RECOMMENDATION:**

Staff recommends that Town Council accept the annexation petition and table consideration of a hearing date for up to 180 days to allow the zoning request to be considered.

**PREPARED/REVIEWED BY:**

Stacey Nerger, Associate Planner; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

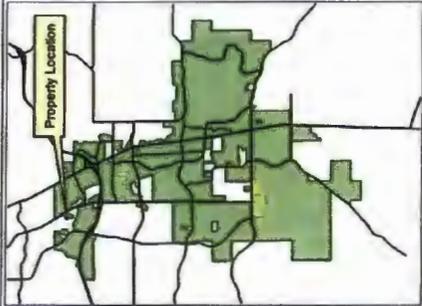
**ATTACHMENTS:**

1. Vicinity Map
2. Annexation Petition
3. Annexation Map

**RECOMMENDED MOTION:**

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

# Tracts A and C, Cottonwood Subdivision Filing No. 11 Annexation



**Legend**

- Town Boundary
- Site
- Parcels

**Narrative:**  
Proposed annexation of an existing 5.565 acres detention pond for inclusion into the Cottonwood Highlands Planned Development.

**Planner:** Stacey Neger  
**Project Schedule:**  
**Town Council Date:** January 17, 2017



## Petition for Annexation

**TO: THE TOWN COUNCIL OF THE  
TOWN OF PARKER, COLORADO**

20120 East Mainstreet  
Parker, CO 80138

**RE: PROPERTY KNOWN AS:**

Cottonwood Highlands PD 5th Amendment

Annexation of 5.4 acres as Open Space

The undersigned landowners, in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., and known as the Municipal Annexation Act of 1965, as amended, hereby petition the Town Council for annexation to the Town of Parker the following described unincorporated area situate and being in the County of Douglas, State of Colorado, to-wit:

*(See Exhibit A attached hereto and incorporated herein by this reference.)*

Your Petitioners further state as follows:

1. That it is desirable and necessary that such area be annexed to the Town of Parker, Colorado.
2. That the area sought to be annexed meets the requirements of Sections 31-12-104 and 105, as amended, of the Municipal Annexation Act of 1965, in that:
  - a. Not less than one-sixth (1/6th) of the perimeter of the area proposed to be annexed will be contiguous with the existing boundaries of the Town of Parker, Colorado.
  - b. A community of interest exists between the area proposed to be annexed and the Town of Parker, Colorado.
  - c. The area proposed to be annexed is urban or will be urbanized in the near future and said area is integrated or is capable of being integrated with the Town of Parker, Colorado.
  - d. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
    - i. Is divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road, or other public way.
    - ii. Comprising twenty (20) acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of two hundred thousand dollars (\$200,000) for ad valorem tax purposes for the year next preceding the annexation is included within the area proposed to be annexed without the written consent of the landowner or landowners.
  - e. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the territory proposed to be annexed.
  - f. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district and the attachment of same to another school district.
  - g. The annexation of the area proposed to be annexed will not have the effect of extending the boundary of the Town of Parker more than three (3) miles in any direction from any point of the Town's boundary in any one (1) year.
  - h. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the area to be annexed.
  - i. Reasonable access shall not be denied to landowners, owners of easements, or the owners of franchises adjoining any platted street or alley to be annexed that will not be bordered on both sides by the Town of Parker.

**Petition for Annexation**

3. That attached hereto and incorporated herein by reference are four (4) prints of the annexation map, containing the following information:
  - a. A written legal description of the boundaries of the area proposed to be annexed.
  - b. A map showing the boundary of the area proposed to be annexed.
  - c. Within the annexation boundary map, a showing of the location of each ownership tract of unplatted land and, with respect to any area which is platted, the boundaries and the plat numbers of plots or lots and blocks.
  - d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parker and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
4. That the Petitioners are the landowners of more than fifty percent (50%) of the area sought to be annexed, exclusive of streets and alleys.
5. That all of the Petitioners signed this Petition for Annexation no more than one hundred eighty (180) days prior to the date of the filing of this Petition for Annexation.
6. That this Petition for Annexation satisfies the requirements of Article II, Section 30 of the Constitution of Colorado in that it is signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed who own more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the Town of Parker.
7. That upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town of Parker, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
8. Petitioners understand that the Town of Parker does not provide municipal water and sewer service, and connection to water and sewer requires inclusion into the Parker or Cottonwood Water and Sanitation District.
9. No vested rights to use or to develop the property in any particular way, as defined in Section 24-68-101 et seq., C.R.S., have been acquired by Petitioners from any governmental entity. Petitioners waive any vested land use rights attached to any or all of the property.
10. The Petitioners acknowledge that upon annexation of the property to the Town, the property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The property, the owners thereof, and the uses thereon are also bound by any voter authorization under Art. X, §20 of the Colorado Constitution adopted prior to annexation of the property. The Petitioners waive any claims they may have under Art. X, §20 of the Colorado Constitution related to such taxes and fees.

Therefore, your Petitioners respectfully request that the Town Council of the Town of Parker, Colorado, approve the annexation of the area proposed to be annexed.

Whenever from the context it appears appropriate, each term stated in either the singular or plural will include the other, and pronouns stated in either the masculine, feminine or the neuter gender will include each of the other genders.



Petition for Annexation

PETITION: TRACT A COTTONWOOD FILING NO. 11, 1ST AMENDMENT  
(Annexation Name)

[Note: Add lines for all land owning petitioners who are requesting annexation.]

Signature of Landowner	Date of Signature	Mailing Address of Landowner	Legal Description of Land Owned
	<u>11/1/14</u>	<u>Cottonwood Highlands Metro District No. 1</u> <u>9781 S Meridian Blvd</u> <u>Englewood, CO 80112</u>	<u>Tract A Cottonwood Filing No. 11</u> <u>1st Amendment</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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**Item 7C**

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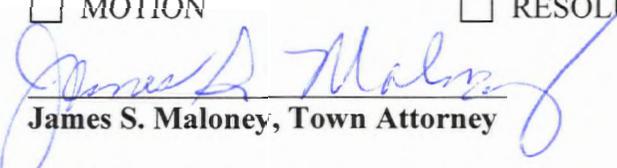


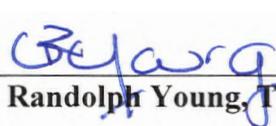


**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 5.68.3 – A Bill for an Ordinance Amending Chapter 6.01 of the Town of Parker Municipal Code Concerning Chronic Nuisance Property**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>st</sup> READING (1/17/2017) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>nd</sup> READING (2/6/2017)             |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION   |

  
**James S. Maloney, Town Attorney**

  
**G. Randolph Young, Town Administrator**

**ISSUE:** Parker Police Officers, on an increasing basis, have been dispatched to residences within the Town for illegal drug activity. The occupants of these residences are keeping, using, selling, distributing or manufacturing illegal drugs. In some cases, officers have responded back to the same residence on multiple circumstances for offences ranging from disturbances to drug overdoses and arrests have been made as a result. One method to address this issue is to treat the keeping of a drug house as a public nuisance and to establish a procedure for the abatement of this public nuisance.

**PRIOR ACTION:** The current “nuisances” code was adopted by the Town Council on May 5, 2008.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** One reason for the increase in police calls (and other emergency responders) to these so called “drug houses” is a rise in the use of heroin, which is consistent with the national trend. Some reports show that the use of heroin is up 145%, and the Parker Police Department is seeing this increase as well. One method to address this issue is to treat the keeping of a drug house as a public nuisance and to establish a procedure for the abatement of this public nuisance. The proposed ordinance is specific to drug houses, and would define a “Chronic Nuisance Property” (the ordinance reference for a drug house) as any property “on which nuisance activity is observed on three (3) or more occasions during any sixty- (60-) day period or on which nuisance activity is observed on seven (7) or more occasions during any twelve- (12-) month period.”

The proposed ordinance will bring awareness to the owner of the property where the drug house is located, by the issuance of a “Chronic Nuisance Notice,” which will provide the property owner with the opportunity to voluntarily abate the nuisance (probably the eviction of the drug users) before sanctions are imposed. This ordinance will provide the Parker Police Department with some of the tools needed to mitigate and hopefully reduce the number of drug houses within the Town, which in turn will address the impact to the quality of life caused by a drug house to those neighbors who reside around a known drug house, and reduce the number of calls received by the Police Department (and other emergency response agencies).

**RECOMMENDATION:** Approve.

**PREPARED/REVIEWED BY:** David King, Chief of Police, Doreen Jokerst, Police Commander; James S. Maloney, Town Attorney

**ATTACHMENT:** Ordinance No. 5.68.3

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 5.68.3 on second reading."

ORDINANCE NO. 5.68.3, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 6.01 OF THE TOWN OF PARKER MUNICIPAL CODE CONCERNING CHRONIC NUISANCE PROPERTY**

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

**Section 1.** Chapter 6.01.020 of the Parker Municipal Code is hereby amended by the addition thereto of the following definitions:

**6.01.020 Construction of terms; definitions.**

\* \* \*

(2) Definitions.

Abandoned property, for purposes of defining a chronic nuisance, means a property over which the person in charge no longer asserts control due to death, incarceration, or any other reason, and which is either unsecured or subject to occupation by unauthorized individuals.

Abatement agreement means a contract between the Town and owner or the person in charge of the chronic nuisance property in which such person agrees to promptly take all lawful and reasonable actions; which shall be set forth in the agreement, to abate the nuisance within a specified time and according to specified conditions.

Chronic nuisance property means:

a property on which nuisance activity is observed on three (3) or more occasions during any sixty- (60-) day period or on which nuisance activity is observed on seven (7) or more occasions during any twelve- (12-) month period; or

a property where, pursuant to consent or a valid search warrant, evidence of drug-related activity has been identified; or

any abandoned property where nuisance activity exists.

Drug-related activity means any unlawful activity at a property which consists of the manufacture, cultivation, growth, production, delivery, sale, storage, possession, use or giving away of any controlled substance as defined in Sections 18-18-203 through 18-18-207 C.R.S., as the same may be amended from time to time. Possession of marijuana that is

authorized under state law shall not result in an enforcement action under this ordinance.

Landlord means the owner, lessor or sublessor of the dwelling unit or the property of which it is a part and, in addition, means any person designated as a representative of the landlord.

Person associated with a property means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit, a property or a person present on property, including, without limitation, any officer, director, customer, agent, employee, or any independent contractor of a property, or a person in charge of or owner of a property.

Person in charge of a property means any person in actual or constructive possession or control of a property, including, but not limited to, an owner, occupant, agent or property manager of a property under his control, and any bank or financial institution in actual or constructive possession or which possesses any sort of lien or interest in the property. There may be at any one time multiple persons in charge of a property all of which may be jointly and severally liable under this Chapter.

**Section 2.** Section 6.01.060 of the Parker Municipal Code is hereby amended by the addition thereto of a new subsection (3)a.14. to read as follows:

**6.01.060 Action to abate a public nuisance.**

Neighborhood Services may abate a public nuisance by any of the following procedures:

\* \* \*

(3) Abatement by criminal action/penalty assessment. If Neighborhood Services elects not to summarily abate the nuisance under Paragraph (1) above or file a civil suit to abate the nuisance under Paragraph (2) above, Neighborhood Services may initiate a criminal action in Municipal Court to have the nuisance declared as such by the Court and for an order enjoining the nuisance and authorizing its restraint, removal, termination or abatement, or, at its sole discretion, Neighborhood Services may utilize the penalty assessment procedures provided by Section 3.03.400 of this Code, while adhering to the fine schedules set forth in Subparagraph (3)d. below, which are based on the number of violations within a twelve-month period. No notice shall be necessary prior to the issuance of a summons and complaint under this Section.

d. evicting persons responsible for the nuisance activity; and

e. pursuing other remedies available to the owner pursuant to any lease or other agreement.

(2) The Town of Parker shall offer services to persons in charge with known mental or physical disabilities in order to facilitate such persons taking all lawful and reasonable corrective action necessary to abate the nuisance.

(e) Commencement of abatement action – enforcement.

(1) In any action filed, the Town shall have the burden of showing, by a preponderance of the evidence, that the property is a chronic nuisance property. Police reports, official Town reports, and affidavits may be offered as evidence of chronic nuisance. The failure to prosecute an individual, or the fact no one has been convicted of a crime, is not a defense to a chronic nuisance action.

(2) Pursuant to Article XX, section 6 of the Colorado Constitution, Sections 1.2 and 8.1 of the Town of Parker Home Rule Charter, and Chapter 3.01 of this Code, the Municipal Court for the Town of Parker is granted the jurisdiction, duties and powers of this Chapter.

(3) Any action under this Chapter shall be commenced by the filing of a verified complaint and a motion for a temporary restraining order.

(4) Proceedings under this Chapter shall be governed by the Colorado Municipal Court Rules of Procedure.

(5) Upon the Town's action under this Chapter, the Town shall file and record with the clerk and recorder, a cease and desist order or notice of lis pendens, or both, against the real property owner involved to fully inform and protect the interests of any bona fide innocent third-party purchaser.

**Section 4.** The Parker Municipal Code is hereby amended by the addition thereto of Section 6.01.320 to read as follows:

**6.01.320 Marijuana plants.**

It shall be unlawful and deemed a nuisance for any person to grow, possess, or maintain more than six (6) marijuana plants on any lot within the Town that is not in compliance with Section 11.18.020 of this Code.

**Section 5.** 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 6.** 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 7.** This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



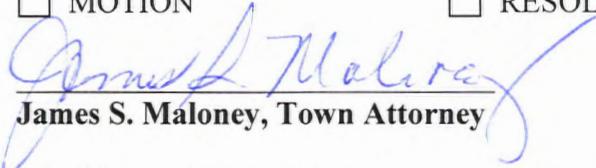


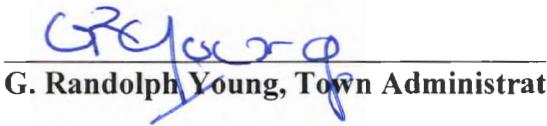
ITEM NO: 7E  
DATE: 01/17/2017

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: ORDINANCE NO. 9.261 – A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker, Colorado, and the Chambers Highpoint Metropolitan District Nos. 1 and 2**

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>st</sup> READING (01/17/2017) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>nd</sup> READING (02/06/2017)            |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION  |

  
**James S. Maloney, Town Attorney**

  
**G. Randolph Young, Town Administrator**

**ISSUE:** Under the Consolidated Service Plan for Chambers Highpoint Metropolitan District Nos. 1 and 2 (the “Districts”), the Districts are required to approve and execute the Intergovernmental Agreement between the Districts and the Town following the first organizational meeting of the Districts. The Districts have approved and executed the Intergovernmental Agreement and the agreements are now ready for consideration by Town Council.

**PRIOR ACTION:** On October 3, 2016, the Town Council approved the Consolidated Service Plan for the Districts.

**FUNDING/BUDGET IMPACT:** None.

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

**RECOMMENDATION:** Approve.

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

**ATTACHMENT:** Ordinance No. 9.261, with Intergovernmental Agreement attached as Exhibit 1.

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 9.261 on second reading."

ORDINANCE NO. 9.261, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1 AND 2**

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

**Section 1.** The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker, Colorado, and Chambers Highpoint Metropolitan District Nos. 1 and 2, 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 \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**EXHIBIT 1**

**TOWN OF PARKER**

**INTERGOVERNMENTAL AGREEMENT BETWEEN**

**THE TOWN OF PARKER, COLORADO AND THE**

**CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1 AND 2**

THIS AGREEMENT is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and CHAMBERS HIGHPOINT METROPOLITAN DISTRICT NOS. 1 AND 2, each a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively, the "Districts"). The Town and the Districts are collectively referred to as the Parties.

**WITNESSETH:**

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

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Consolidated Service Plan for Chambers Highpoint Metropolitan District No. 1 and Chambers Highpoint Metropolitan District No. 2, approved by the Town on October 3, 2016 (the "Service Plan"); and

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

WHEREAS, the Town, the Stonegate Village Metropolitan District, and Compark 190, LLC (the "Property Owner") entered into that certain Annexation Agreement dated May 19, 2016 (the "Annexation Agreement"), which Annexation Agreement requires the Property Owner, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property with the boundaries of the Districts; and

WHEREAS, the specific regional improvements identified in the Service Plan and Annexation Agreement and which Property Owner, its successors and assigns are obligated to finance and/or construct include Belford Avenue improvements, Chambers Road improvements, Happy Canyon Creek bridge and drainage improvements, sanitary sewer improvements, and trail improvements and other improvements as set forth in the Annexation Agreement (the "Regional Improvements"); and

WHEREAS, pursuant to the Annexation Agreement, the Property Owner its successors and assigns is responsible for constructing the Regional Improvements, and the Districts, subject to their public improvement funding capacity, intend to provide funds for the construction of the Regional Improvements or make reimbursement for the costs thereof; and

WHEREAS, pursuant to the Annexation Agreement, the Town and Property Owner have acknowledged the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the Districts' service area (the "Property"); and

WHEREAS, given the requirements set forth in the Annexation Agreement and to be set forth in the subdivision agreement(s) applicable to development of the property located within the Districts' boundaries, including but not limited to required completion the Regional Improvements, the Town finds that a regional improvement fund contribution is not required in connection with approval of the Districts' initial Consolidated Service Plan; and

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

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

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

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Regional Improvements. The Districts acknowledge and agree that the provision of the Regional Improvements is a material consideration in, and a condition of, the Town's approval of the Districts' Service Plan, and that the Town has relied thereon in approving the Service Plan. The Districts represent and warrant that they have obtained all voter authorizations and will appropriate available funds for the financing of the construction costs associated with the Regional Improvements such as design, planning, engineering, surveying, construction management, labor, materials and administrative costs related to construction of the Regional Improvements. Nothing in this Agreement shall alter, diminish, impair or otherwise affect any obligations within the Annexation Agreement or any rights or remedies of the Town for enforcement thereof.

3. Use of Regional Improvement Funds. [Not Applicable]

4. Deposit of Regional Improvement Funds. [Not Applicable]

5. Operations and Maintenance. The Districts shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat(s) and subdivision agreements for the Property located within the Districts' boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The Districts shall not be authorized to operate and maintain any part or all of the Public Improvements unless specifically provided for in an amendment to this Agreement, and no separate mill levy for operations and

maintenance of the Public Improvements is authorized by this Agreement. The Districts shall not own fee title to any real property unless specifically provided for in an amendment to this Agreement.

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

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

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

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

We are an External Financial Advisor within the meaning of the District's Service Plan.

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

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

11. Total Debt Issuance. The Districts shall not issue Debt in excess of \$11,302,410.10 in total aggregate principal amount which limit is a combined, total aggregate amount for all Districts.

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

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

14. Service Plan Amendment Requirement. Any action of the Districts which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

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

16. Annual Report. Each of the Districts shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

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

To the District:                      Chambers High Point Metropolitan  
District Nos. 1 and 2  
c/o Spencer Fane LLP  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203

Attn: Russell W. Dykstra  
Phone: (303) 839-3800  
Fax: (303) 839-3838

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

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

16. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF PARKER, COLORADO**

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

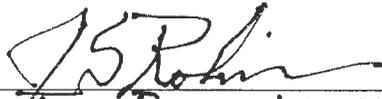
ATTEST:

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

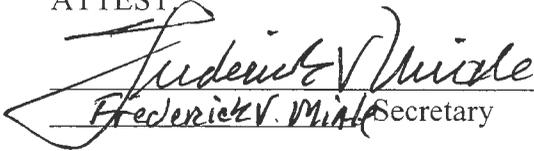
APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

By:   
JEFF ROWSON, President  
Chambers Highpoint Metropolitan  
District No. 1

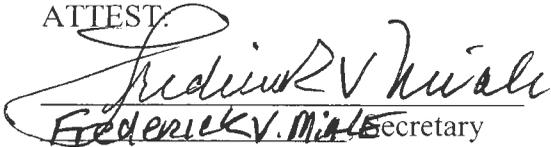
ATTEST:

  
FREDERICK V. MIALE Secretary

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

By:   
JEFF ROWSON, President  
Chambers Highpoint Metropolitan  
District No. 2

ATTEST:

  
FREDERICK V. MIALE Secretary





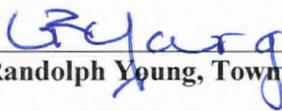
ITEM NO: 7F  
DATE: 01/17/2017

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE:** ORDINANCE No 9.262 – A Bill for an Ordinance Approving the Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23, Project No. 106484)

- |   |   |              |
|---|---|--------------|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING | (01/17/2017) |
| <input type="checkbox"/> CONTRACT       | <input type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING            | (02/06/2017) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION                                       |              |

  
\_\_\_\_\_  
**Tom Williams, Public Works and Engineering Director**

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

**ISSUE:**

An existing check structure in Newlin Gulch at Heirloom Parkway is exposed on the downstream side due to channel erosion.

**PRIOR ACTION:**

N/A

**FUNDING/BUDGET IMPACT:**

The requested funds for this project are included in the 2017 Stormwater Capital Improvements budget previously approved by Town Council. The Town funds will be matched by the Urban Drainage and Flood Control District.

Town:	\$40,000
<u>UDFCD:</u>	<u>\$40,000</u>
Total:	\$80,000

**BACKGROUND:**

The purpose of this Intergovernmental Agreement with Urban Drainage and Flood Control District is to engage an engineering consultant to design a retrofit to this check structure with the goal of protecting the integrity of the structure. The design will also work towards the goal of stabilizing Newlin Gulch from further degradation by implementing the improvements outlined in the Newlin Gulch master plan that was recently completed by Urban Drainage and the Town. Without design and construction of this improvement, Newlin Gulch will likely degrade further causing sediment to travel to Cherry Creek and eventually the Cherry Creek Reservoir and

contribute to degraded water quality. Additionally, further erosion could threaten nearby utilities and property.

Once the design is complete, this agreement will be amended to encumber funds for construction of the improvements. The funds for construction of the improvements are in the 2018 Capital Improvements budget for Stormwater (\$200,000) with an in-kind match of \$200,000 from Urban Drainage and Flood Control District.

**RECOMMENDATION:**

Staff recommends approval of the ordinance

**PREPARED/REVIEWED BY:**

1. Jacob James, Stormwater Manager
2. Jim Maloney, Town Attorney
3. Tom Williams, Director of Public Works and Engineering

**ATTACHMENTS:**

1. Ordinance No. 9.262
2. Intergovernmental Agreement (Exhibit to Ordinance)

**RECOMMENDED MOTION:**

"I move to approve Ordinance No. 9.262 on first reading and schedule second reading for February 6, 2017, as a part of the consent agenda."

ORDINANCE NO. 9.262, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT AND THE TOWN OF PARKER (AGREEMENT NO. 16-11.23, PROJECT NO. 106484)**

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 Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Newlin Gulch Downstream of Heirloom Parkway By and Between Urban Drainage and Flood Control District and the Town of Parker (Agreement No. 16-11.23, Project No. 106484), 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 \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_\_ day of \_\_\_\_\_,  
2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT 1

AGREEMENT REGARDING  
DESIGN AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY  
TOWN OF PARKER

Agreement No. 16-11.23  
Project No. 106484

THIS AGREEMENT, dated \_\_\_\_\_, by and between  
URBAN DRAINAGE AND FLOOD CONTROL DISTRICT (hereinafter called "DISTRICT") and  
TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted, (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Newlin Gulch Major Drainageway Plan" by Muller Engineering Company, Inc., dated October 2015 (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Newlin Gulch at Heirloom Parkway (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 53, Series of 2016) for drainage and flood control facilities in which PROJECT was included in the 2017 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2017 subsequent to public hearing (Resolution No. 49, Series of 2016) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 78, Series of 2016); and

WHEREAS, the TOWN Council of TOWN and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend downstream of Heirloom Parkway, as shown on Exhibit A.

B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:

1. Final design services;
2. Construction of improvements;
3. Contingencies mutually agreeable to PARTIES.

B. It is understood that PROJECT costs as defined above are not to exceed \$80,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$80,000
2. Construction *	-0-
3. Contingency	-0-
Grand Total	\$80,000

\* It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	50.00%	\$40,000
TOWN	50.00%	40,000
TOTAL	100%	\$80,000

5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (TOWN - \$40,000; DISTRICT - \$40,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the

ownership and condition they were in immediately prior to the unauthorized activity at TOWN's sole expense. In the event TOWN breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against TOWN for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.

10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Newlin Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Public Works and Engineering Director, 20120 E. Mainstreet, Parker, Colorado 80138
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified through participation in the Colorado Employment Verification program established pursuant to 8-17.5-102 (5)(c) C.R.S. or the Electronic Employment Verification Program administered jointly by the United States Department of Homeland Security and the Social Security Administration that Consultant or Contractor does not employ illegal aliens. Consultant or Contractor is prohibited from using these procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDLE) made in the course of an investigation the CDLE is undertaking pursuant to its legal authority.

Violation of this section of this Agreement shall constitute a breach of this Agreement and may result in termination by PARTIES. Consultant or Contractor shall be liable to PARTIES for actual and consequential damages to PARTIES resulting from such breach pursuant to §8-17.5-101(3) C.R.S. PARTIES shall also report any such breach to the Office of the Secretary of State.

Consultant or Contractor acknowledges that the CDLE may investigate whether Consultant or Contractor is complying with the provision of the Agreement. This may include on-site inspections and the review of documentation that proves the citizenship of any person performing work under this Agreement and any other reasonable steps necessary to determine compliance with the provisions of this section."

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of TOWN, DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
  - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND  
FLOOD CONTROL DISTRICT

By \_\_\_\_\_

Name Ken A. MacKenzie

Title Executive Director

\_\_\_\_\_  
Checked By

TOWN OF PARKER

(SEAL)

By \_\_\_\_\_  
Mike Waid

ATTEST:

Title Mayor \_\_\_\_\_

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

Title \_\_\_\_\_

AGREEMENT REGARDING  
DESIGN AND CONSTRUCTION  
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
NEWLIN GULCH DOWNSTREAM OF HEIRLOOM PARKWAY  
TOWN OF PARKER

Agreement No. 16-11.23  
Project No. 106484

Exhibit A







ITEM NO: 7G  
DATE: 01/17/2017

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: RESOLUTION NO. 17-009 – A Resolution to Determine that the Newlin Gulch Boulevard Property Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for March 20, 2017**

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1<sup>ST</sup> READING
- ORDINANCE FOR 2<sup>ND</sup> READING
- RESOLUTION

J. F. Fussa FOR G. Randolph Young  
 John Fussa, Community Development Director      G. Randolph Young, Town Administrator

**ISSUE:**

The Town is proposing to annex a portion of Newlin Gulch Boulevard right-of-way (ROW) generally located on the northwest corner of Mainstreet and Newlin Gulch Boulevard. The purpose of this resolution is to set an annexation public hearing date of March 20, 2017.

**PRIOR ACTION:**

This portion of Newlin Gulch Boulevard ROW was conveyed to the Town by Resolution 16-055 on August 1, 2016.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

The Carousel Farms single-family development located on the northeast corner of Mainstreet and Newlin Gulch Boulevard will begin construction in the winter of 2017. The Town required that the ROW for the future extension of Newlin Gulch Boulevard north of Mainstreet be expanded to align with the existing four lane Newlin Gulch Boulevard residential collector to the south to accommodate development of the Carousel Farm subdivision. This additional ROW is necessary to construct the northerly extension of Newlin Gulch Boulevard along the west boundary of Carousel Farms.

This portion of Newlin Gulch Boulevard ROW was acquired from Riverside Baptist Church South by Century at Carousel Farms LLC and was conveyed to the Town in August of 2016. This portion of ROW is currently located outside of Town of Parker jurisdiction.

The property has sufficient contiguity with the Town’s incorporated boundary to meet statutory annexation requirements. This property is located within the Town’s Urban Growth Area as

described in the Intergovernmental Agreement (IGA) and Comprehensive Development Plan between the Town of Parker and Douglas County last amended December 5, 2016.

Town Council has three options for consideration in reviewing annexation proposals: 1) determine that the annexation does not meet the requirements of State Statutes and deny the petition; 2) table the annexation petition for up to 180 days; or 3) set an ordinance reading 30 to 60 days from the date of the Resolution approval.

**RECOMMENDATION:**

Staff recommends setting a public hearing date of March 20, 2017 for consideration of the annexation ordinance.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Resolution No. 17-009

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 17-009, as a part of the consent agenda."

# Newlin Gulch Boulevard Annexation Vicinity Map



RESOLUTION NO. 17-009, Series of 2017

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOWN OF PARKER, COLORADO

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

ATTEST:

---

Carol Baumgartner, Town Clerk



**Item 7H**

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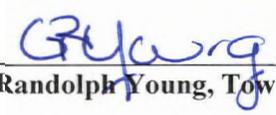
ITEM NO: 71  
DATE: 01/17/2017

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: RESOLUTION NO. 17-011 - A Resolution Accepting the Conveyance of a Public Sidewalk Easement from Bonbeck Parker, LLC, for a Portion of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5**

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

  
\_\_\_\_\_  
**Tom Williams, Public Works and Engineering  
Director**

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

**ISSUE:**

Conveyance of a public sidewalk easement from Bonbeck Parker, LLC, for the Parker Road East Sidewalk project.

**PRIOR ACTION:**

None.

**FUNDING/BUDGET IMPACT:**

Funding for the sidewalk easement acquisition is part of the approved 2017 Streets Capital Improvement projects. Funding for the sidewalk construction is anticipated to be requested as part of the 2018 Streets Capital Improvement projects. Partial federal funding for the construction was approved via an Intergovernmental Agreement (IGA) that was approved by Town Council in the second-half of 2016.

**BACKGROUND:**

This easement is needed for the proposed Parker Road East Sidewalk project between Sulphur Gulch and Plaza Drive. A resolution is needed to accept this conveyance of this permanent easement located south of Mainstreet on the east side of Parker Road. The Town anticipates construction of this project in the first-half of 2018.

**RECOMMENDATION:**

Approve the resolution.

**PREPARED/REVIEWED BY:**

Thomas Gill, Associate Project Manager  
Chris Hudson, Public Works Manager

**ATTACHMENTS:**

- 1) Vicinity Map (1 page)
- 2) Resolution (8 pages)

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 17-011, as a part of the consent agenda."

Bonbeck Parker LLC  
Permanent Sidewalk Easements  
Vicinity Map



RESOLUTION NO. 17-011, Series of 2017

**TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A PUBLIC SIDEWALK EASEMENT FROM BONBECK PARKER, LLC, FOR A PORTION OF LOT 3, BLOCK 1, REPLAT OF PARKER CENTRAL AREA, FILING NO. 5**

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of a public sidewalk from Bonbeck Parker, LLC, for a portion of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5;

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 a public sidewalk, from Bonbeck Parker, LLC, for a portion of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5, as provided in the Public Sidewalk 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 \_\_\_\_\_, 2017.

TOWN OF PARKER, COLORADO

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

ATTEST:

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

EXHIBIT 1

**PUBLIC SIDEWALK EASEMENT**

THIS PUBLIC SIDEWALK EASEMENT AGREEMENT ("Easement Agreement") is dated as of the 12<sup>th</sup> day of December, 2016 by Bonbeck Parker, LLC ("Grantor") having an address at 7844 S. Magnolia Way, Centennial, CO 80112, and the Town of Parker, Colorado ("Town") having an address of 20120 East Mainstreet, Parker, Colorado 80138.

WHEREAS, Town desires to acquire an easement for public sidewalk purposes upon that certain real property more particularly described and depicted in **Exhibit A** attached hereto ("Easement Property"); and

WHEREAS, Grantor is willing to convey such an easement to Town for the aforesaid purpose on the terms and conditions set forth herein below.

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

1. Conveyance of Easement. Grantor does hereby grant and convey unto Town, its successors, assigns, lessees, licensees, invitees and agents, a non-exclusive easement for public sidewalk purposes upon the surface of the Easement Property. Town shall have the rights of ingress and egress, consistent with this Easement Agreement, upon the Easement Property for the construction, re-construction, operation and maintenance of a public sidewalk. Subject to the other terms and conditions of this Easement Agreement, Town shall also have the right to remove impediments to operation and maintenance of the Easement Property. Town 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. Covenants of Town. Town hereby represents, covenants and warrants in favor of Grantor and its successors and assigns, as follows:

3.1 Town shall protect the Easement Property from damage caused in whole or in part by acts or omissions of Town, its employees, agents, contractors, subcontractors, assigns, lessees, licensee and agents.

3.2 In all activities undertaken on the Easement Property by Town or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, all work shall be completed in good and workmanlike manner.

*PLS*

3.3 Town shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), pollutants, or contaminants, as defined by CERCLA or hazardous waste as defined by the Resource, Conservation and Recovery Act (RCRA), including, but not limited to asbestos, and/or urea, formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property or any other lands owned by Grantor. Any hazardous, toxic or flammable substances used by Town, its employees, agents, contractors, subcontractors, successors, assigns or lessees, shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

4. Retained Rights. Grantor shall have all rights to the Easement Property not conveyed hereby.

5. Abandonment. The easement herein conveyed shall revert to the owners of the Easement Property one year after abandonment and non-use of the Easement Property for sidewalk purposes by Town or its successors or assigns.

6. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof.

7. Miscellaneous.

7.1 Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

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

7.3 This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

7.4 This agreement shall be recorded in the real estate records of Douglas County.



IN WITNESS WHEREOF, the parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above written.

GRANTOR: Bonbeck Parker, LLC

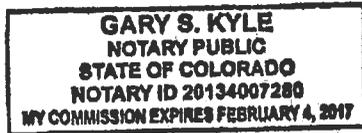
Perry O. Becky  
By: PERRY O BECKY, MANAGER/MEMBER

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Arapahoe )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 12th day of December, 2016, by Perry O. Becky as the Manager/Member of Bonbeck Parker LLC.

My commission expires: 02/04/2017

(S E A L)



Gary S. Kyle  
Notary Public

TOWN OF PARKER

Mike Wade, Mayor

ATTEST:

Carol Baumgartner, CMC, Town Clerk

Approved as to Form:

Corey Hoffmann, Town Attorney

EXHIBIT A

PROJECT NUMBER: AQC M039-004  
PROJECT CODE: 21058  
PARCEL NUMBER: PE-01A  
DATE: November 13, 2015  
DESCRIPTION

A Permanent Easement No. PE-01A of the Department of Transportation, State of Colorado Project No. AQC M039-004, containing 256 sq. ft. (0.006 acres) more or less, being part of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5, 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, said Permanent Easement being more particularly described as follows:

Commencing at the North Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th P.M.; Thence South 07°07'06" East, a distance of 1909.74 feet, to a point on the east Right-of-Way line of South Parker Road (State Highway 83) (Nov 2015), and the POINT OF BEGINNING;

1. THENCE North 81°34'41" East, a distance of 9.67 feet;
2. THENCE South 08°25'19" East, a distance of 25.82 feet;
3. THENCE South 81°34'41" West, a distance of 10.18 feet to said east Right-of-Way line of South Parker Road (State Highway 83) (Nov 2015);
4. THENCE North 07°17'32" West, a distance of 25.83 feet, along said east Right-of-Way line of South Parker Road (State Highway 83) (Nov 2015) to the POINT OF BEGINNING;

The above described Permanent Easement 256 square feet or 0.006 acres, more or less.

The purpose of the above described PE-01A is for the construction and maintenance of sidewalk improvements.

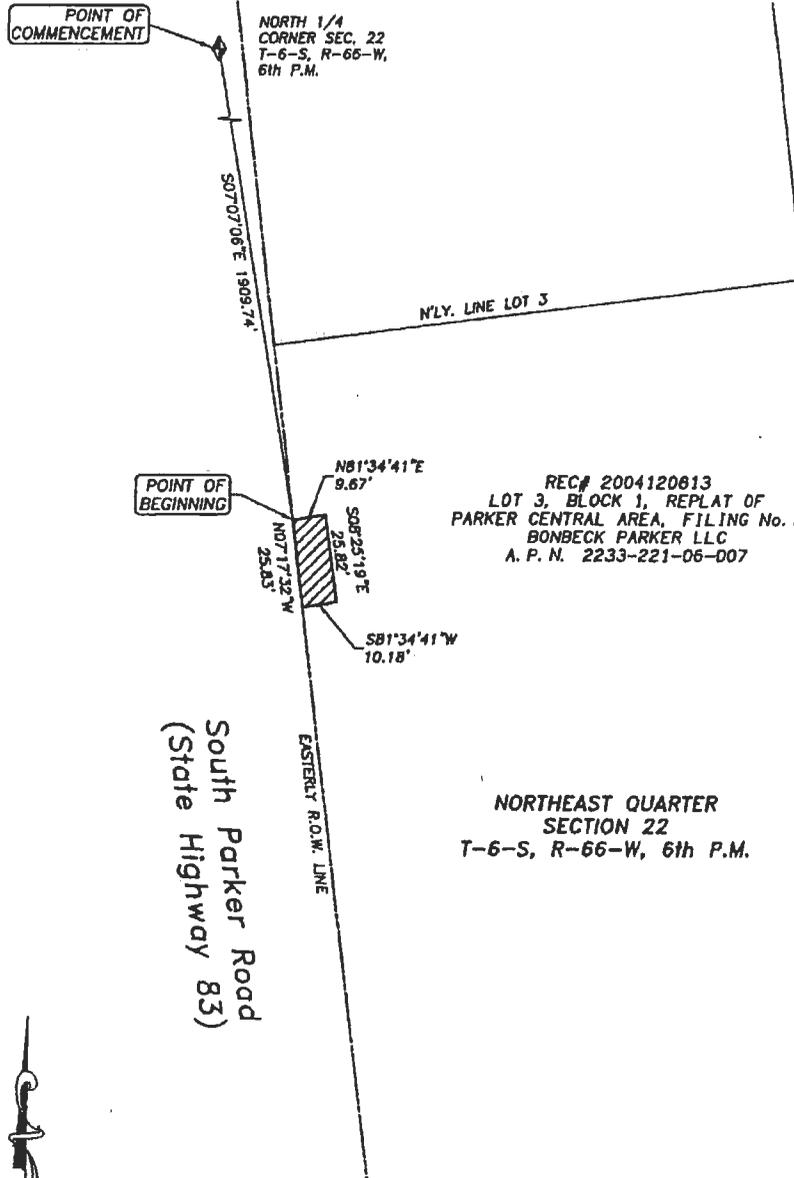
BASIS OF BEARINGS: For the purposes of this description the bearings are based on the East line of the West Half of Section 15, Township 6 South, Range 66 West of the Sixth Principal Meridian, monumented by a 3/4" Aluminum Cap, LS 30109, found at the North Quarter Corner and a 3/4" Aluminum Cap, LS 9133, found at the South Quarter Corner, assumed to bear South 00°10'30" East, a distance of 5330.57 feet.

I hereby state that the above description was prepared under my direct supervision.

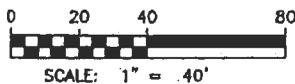
November 13, 2015  
For and on behalf of  
Daley Land Surveying, Inc.  
Robert Daley, PLS 35597

PLS

# EXHIBIT PE-01A



NORTHEAST QUARTER  
SECTION 22  
T-6-S, R-66-W, 6th P.M.



PAGE 2 OF 2  
CONTAINING 256 SQUARE FEET, MORE OR LESS  
THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

JOB NO.: 0808-009
SCALE: 1" = 40'
DATE: 11/13/2015
SURVEYOR: RD
DRAWN BY: RD

PE-01A  
BONBECK PARKER LLC  
PARKER ROAD SIDEWALK PROJECT  
TOWN OF PARKER



*(Handwritten initials)*

EXHIBIT A

PROJECT NUMBER: AQC M039-004  
PROJECT CODE: 21058  
PARCEL NUMBER: PE-01B  
DATE: November 13, 2015  
DESCRIPTION

A Permanent Easement No. PE-01B of the Department of Transportation, State of Colorado Project No. AQC M039-004, containing 278 sq. ft. (0.006 acres) more or less, being part of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5, 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, said Permanent Easement being more particularly described as follows:

Commencing at the North Quarter Corner of Section 22, Township 6 South, Range 66 West of the 6th P.M., Thence South 07°06'47" East, a distance of 1858.39 feet, to the northwesterly corner of Lot 3, Block 1, Replat of Parker Central Area, Filing No. 5, on the east Right-of-Way line of South Parker Road (State Highway 83) (Nov 2015), and the POINT OF BEGINNING;

1. THENCE North 82°42'34" East, a distance of 13.01 feet, along the northerly line of said Lot 3;
2. THENCE South 08°25'19" East, a distance of 20.94 feet;
3. THENCE South 81°34'40" West, a distance of 13.43 feet to said east Right-of-Way line of South Parker Road (State Highway 83) (Nov 2015);
4. THENCE North 07°17'32" West, a distance of 21.20 feet, along said east Right-of-Way line of South Parker Road (State Highway 83) (May 2012) to the POINT OF BEGINNING.

The above described parcel contains 278 square feet or 0.006 acres, more or less,

The purpose of the above described PE-01B is for the construction and maintenance of sidewalk improvements.

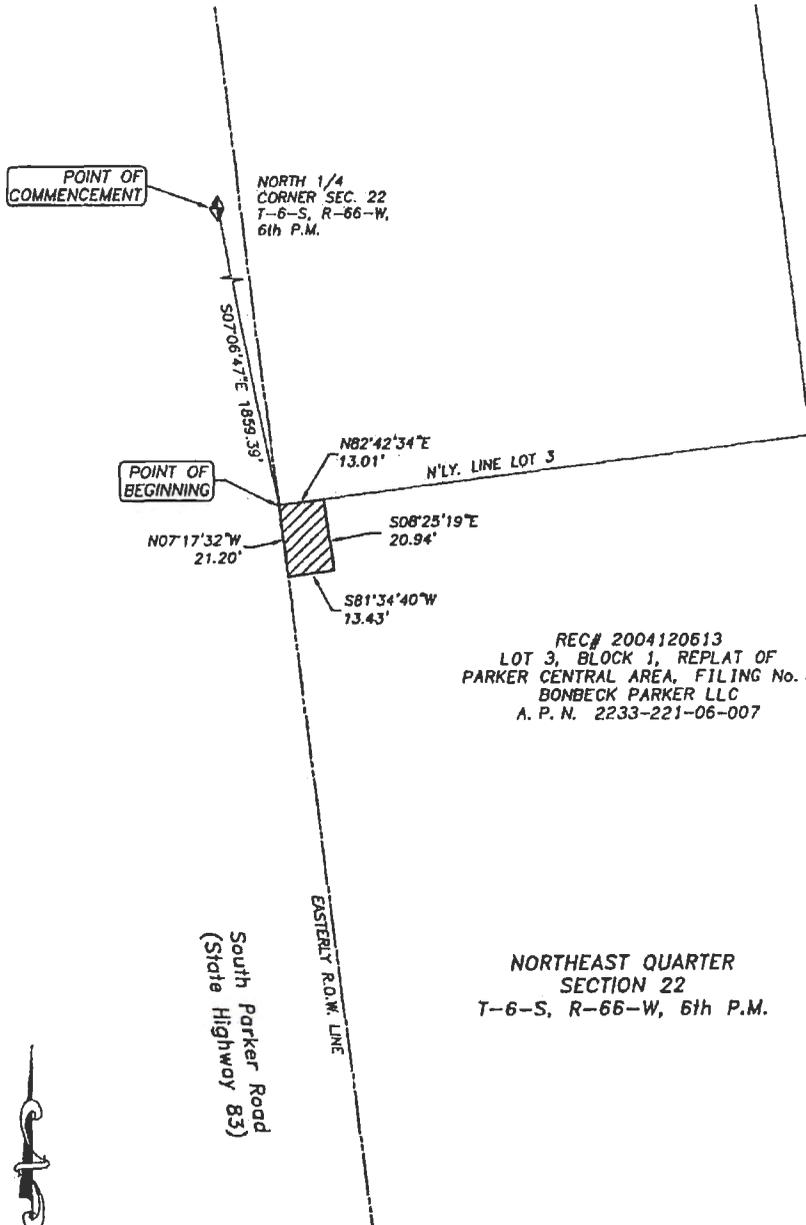
BASIS OF BEARINGS: For the purposes of this description the bearings are based on the East line of the West Half of Section 15, Township 6 South, Range 66 West of the Sixth Principal Meridian, monumented by a  $\frac{3}{4}$ " Aluminum Cap, LS 30109, found at the North Quarter Corner and a  $\frac{3}{4}$ " Aluminum Cap, LS 9133, found at the South Quarter Corner, assumed to bear South 00°10'30" East, a distance of 5330.57 feet.

I hereby state that the above description was prepared under my direct supervision.

November 13, 2015  
For and on behalf of  
Daley Land Surveying, Inc.  
Robert Daley, PLS 35597

(A 3)

EXHIBIT PE-01B



REC# 2004120513  
 LOT 3, BLOCK 1, REPLAT OF  
 PARKER CENTRAL AREA, FILING No. 5  
 BONBECK PARKER LLC  
 A. P. N. 2233-221-06-007

NORTHEAST QUARTER  
 SECTION 22  
 T-6-S, R-66-W, 6th P.M.



PAGE 2 OF 2  
 CONTAINING 276 SQUARE FEET, MORE OR LESS  
 THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.  
 IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

JOB NO.: 0808-009
SCALE: 1" = 40'
DATE: 11/13/2015
SURVEYOR: RD
DRAWN BY: RD

PE-01B  
 BONBECK PARKER LLC  
 PARKER ROAD SIDEWALK PROJECT  
 TOWN OF PARKER



*RD*

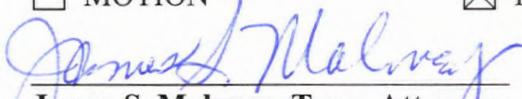




**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: RESOLUTION NO. 017-012 – A Resolution Appointing Directors to Fill Vacancies on the Board of Directors to the Pine Bluffs Metropolitan District**

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

  
**James S. Maloney, Town Attorney**

  
**G. Randolph Young, Town Administrator**

**ISSUE:** The legal counsel for the Pine Bluffs Metropolitan District (the “District”) recently discovered that the Board of Directors for the District was inadvertently disqualified, when KW Pine Ridge, LLC, the former owner of the real property contained within the District, conveyed the director parcels to the Pine Bluffs Community Association. As a result, the District’s Board is completely vacant and needs to be appointed by Town Council.

**PRIOR ACTION:** The Town Council approved the Service Plan for the District on October 6, 2003.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** Under state law, the Town Council is authorized to appoint directors from the pool of duly qualified, willing candidates. Following such an appointment, the newly appointed board must call for a special election within six (6) months after the appointment. The legal counsel for the District is requesting that the Town Council appoint a new Board of Directors for the District as indicated by the attached resolution.

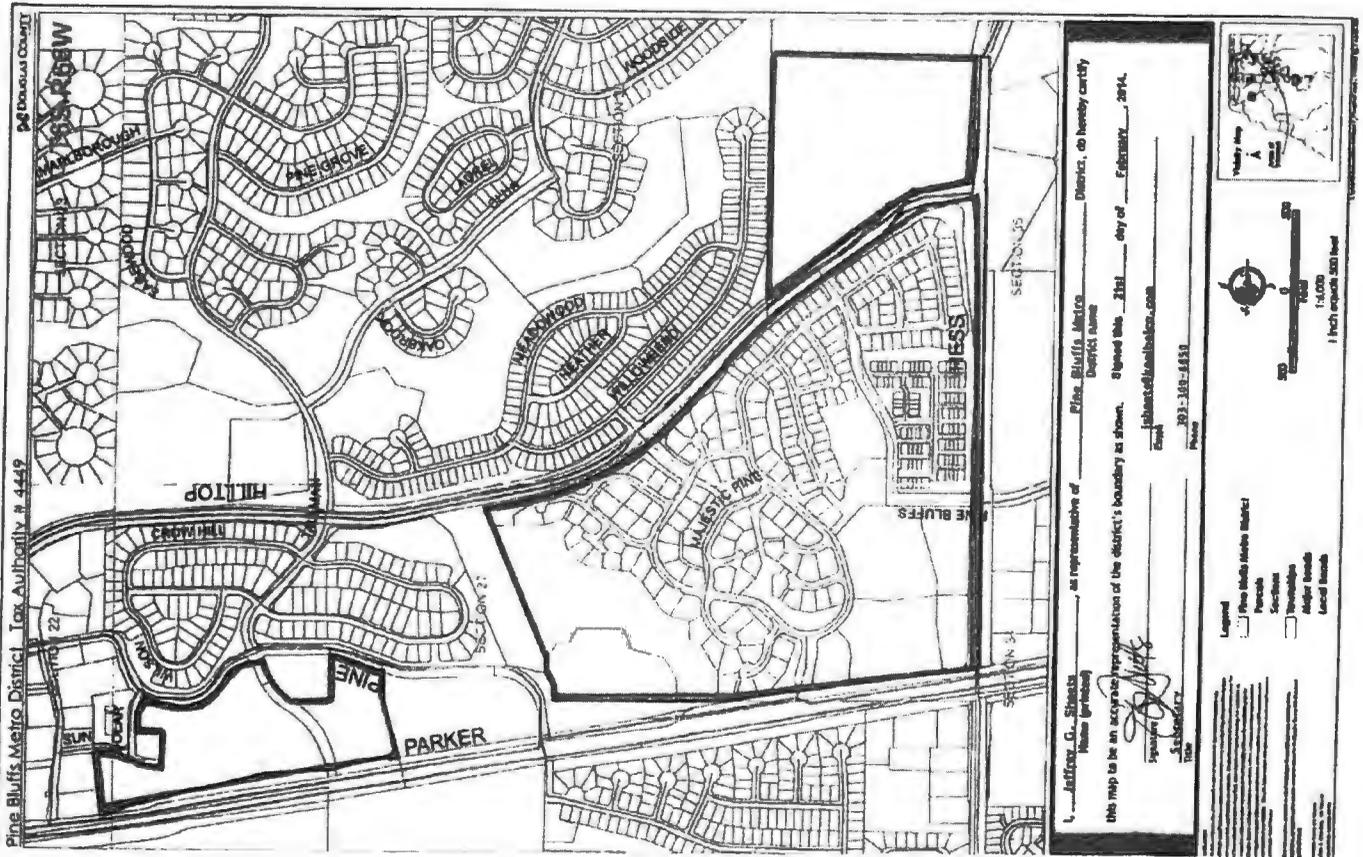
**RECOMMENDATION:** Approve.

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

**ATTACHMENT(S):**

1. Map
2. Resolution No. 17-012

**RECOMMENDED MOTION:** "I move to approve Resolution No. 17-012."



Pine Bluffs Metro District, Tax Authority # 4449  
 Douglas County, Oregon

I, Jeffrey G. Shanks, as representative of Pine Bluffs Metro District, District, do hereby certify this map to be an accurate representation of the district's boundary as shown. Signed this 21st day of FEBRUARY, 2014.  
 Signature: [Signature]  
 Title: CLERK  
 Phone: 503-389-4451

**Legend**

- Pine Bluffs Metro District
- Streets
- Sections
- Townships
- Major Roads
- Local Roads

North Arrow  
 Scale: 1 inch equals 300 feet

RESOLUTION NO. 17-012, Series of 2017

**TITLE: A RESOLUTION APPOINTING DIRECTORS TO FILL VACANCIES ON THE BOARD OF DIRECTORS OF THE PINE BLUFFS METROPOLITAN DISTRICT**

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. A Service Plan for the organization of the Pine Bluffs Metropolitan District (the "District") was approved by the Town of Parker by Resolution No. 03-046, Series of 2003, adopted on September 22, 2003, as amended by Resolution No. 03-046.1, Series of 2003, adopted on October 6, 2003; and

B. According to the letter from District counsel dated January 4, 2017, attached as **Exhibit 1** and incorporated by this reference (the "District's Letter"), the Douglas County District Court issued an Order and Decree organizing the District on November 20, 2003, following an election of the District's eligible electors approving organization of the District, which election was held November 3, 2003; and

C. According to the District's Letter and information submitted to the Town by counsel for the District, the five members of the District's Board of Directors (the "Board"), Walter A. Koelbel, Jr., Thomas E. Whyte, Jeffrey G. Sheets, Keith L. Neale, and J. Craig Williamson, were, until 2014, qualified to serve as directors because they had executed Contracts to Purchase Taxable Property (the "Purchase Contracts") with KW Pine Ridge, LLC, an entity that owns taxable property within the District, pursuant to which the Board members were obligated to pay property taxes, as authorized by C.R.S. § 32-1-103(5)(b); and

D. According to the District's Letter, in 2014 KW Pine Ridge, LLC, conveyed the Purchase Contracts' property to the Pine Bluffs Community Association, resulting in the directors' Purchase Contracts being no longer valid; and

E. The invalidity of the Purchase Contracts, as stated in the District Letter, left the directors of the District without a qualifying interest in property within the District, thereby rendering them not qualified to serve on the District's Board, as required by C.R.S. § 32-1-103(5); and

F. Based upon the representations in the District's Letter, currently the Board of Directors for the District is completely vacant; and

G. Pursuant to C.R.S. § 32-1-905(2.5), the Town Council of the Town of Parker is authorized to appoint qualified electors to fill vacancies on a special district board, provided the boundaries of the special district are located entirely within the Town of Parker; and

H. The boundaries of the District are located entirely within the Town of Parker; and

I. The failure to appoint a new board will prevent the District from carrying out the purposes of the District Service Plan and will result in an interruption of services that are being provided by the District; and

J. Based upon the District's Letter and information submitted to the Town by counsel for the District, the following individuals are qualified to serve on the Board of Directors for the District: Walter A. Koelbel, Jr., Thomas E. Whyte, Jeffrey G. Sheets, Keith L. Neale, and J. Craig Williamson, and no otherwise-qualified eligible electors filed letters of interest to fill any of the Board vacancies as of the eleventh day following publication of a notice of vacancy, as provided by C.R.S. § 32-1-808(2)(a)(I).

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

Section 1. Pursuant to C.R.S. § 32-1-905(2.5), the Town Council of the Town of Parker hereby appoints Walter A. Koelbel, Jr., Thomas E. Whyte, Jeffrey G. Sheets, Keith L. Neale, and J. Craig Williamson to fill the vacancies on the Pine Bluffs Metropolitan District Board of Directors.

Section 2. Pursuant to C.R.S. § 32-1-905(2.5), the newly appointed Directors shall call for a special election within six (6) months of the effective date of this Resolution, which special election is to be held in accordance with the provisions of section 32-1-305.5 and articles 1 to 13 of title 1, C.R.S.; except that the question of the organization shall not be presented at the special election.

Section 3. The appointments herein made shall be valid so long as, at the first meeting of the above-appointed Board of Directors, and in no event later than 30 days after the date of this Resolution, said Board of Directors adopts, executes and delivers to the Town an indemnification letter in a form acceptable to the Town Attorney stating the District shall indemnify the Town against any claims arising from or disputing the validity of the appointments made under this Resolution.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017

TOWN OF PARKER, COLORADO

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

ATTEST:

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

**Exhibit 1 – District’s Letter Dated January 4, 2017**



## ICENOGLA SEAVER POGUE

January 4, 2017

***VIA ELECTRONIC MAIL***

Town Council, Town of Parker  
20120 E. Mainstreet  
Parker, Colorado 80138  
Attn: Samuel J. Light  
slight@lightkelly.com

**Re: Pine Bluffs Metropolitan District Board of Directors ("Board") Emergency Appointment**

Members of the Town Council:

Our firm represents Pine Bluffs Metropolitan District (the "District"), a Colorado special district within the Town of Parker (the "Town") generally located south and west of Hilltop Road, east of Parker Road, and north of Hess Road. For ease of reference, a map of the District's boundaries is attached hereto as Attachment 1.

The Town Council approved the District's Service Plan on October 6, 2003. The Douglas County District Court then issued an Order and Decree organizing the District on November 20, 2003 following an election of the District's eligible electors approving organization of the District and authorizing the issuance of general obligation debt up to \$4,660,000 to finance regional roadway improvements for the Town.

As outlined in the District's Service Plan, the District's sole purpose was to provide funding to the Town to finance the Town's realignment of Hilltop Road and widening of Hess Road (the "Regional Roadway Improvements"). The District believes that the Town completed the Hilltop Road realignment project and the Hess Road widening in 2005.

In order to finance the Regional Roadway Improvements, the District issued General Obligation Limited Tax Bonds, Series 2004 in the amount of \$4,660,000 on January 20, 2004 (the "2004 Bonds"). Pursuant to the District's Service Plan, and the authorizing resolution for the 2004 Bonds, the maximum mill levy the District is permitted to impose for payment of the 2004 Bonds, and any subsequent bonds, is 35 mills.

The District has been assessing the maximum 35 mills since the issuance of the 2004 Bonds. Interest is payable semiannually at 6.625% and 7.25%. Due to the depressed Assessed Value in the District, no principal has been paid on the 2004 Bonds since 2008 and the accumulated interest from prior periods is approximately \$460,715.

The District desires to refinance the bonds to 1) pay and cancel the 2004 Bonds including the accumulated interest and principal unpaid from prior periods; 2) reduce the interest rate from

Town Council, Town of Parker  
Re: Pine Bluffs Metropolitan District Emergency Board Appointment  
January 4, 2017  
Page 2 of 3

6.625% and 7.25% to a fixed interest rate under 4% over the full term for repayment of the refunding obligation (based upon current market rates); and 3) allow the mill levy burden to lessen from the current 35 mills.

In preparing to refinance the 2004 Bonds for the benefit of the District's residents and taxpayers as articulated above, the District discovered that its entire Board had been inadvertently disqualified.

The District's five Board members were qualified to serve as directors because they had executed Contracts to Purchase Taxable Property (the "Purchase Contracts") with KW Pine Ridge, LLC, an entity that owns taxable property within the District, pursuant to which the Board members were obligated to pay property taxes. These Purchase Contracts are expressly authorized by the Special District Act, Sections 32-1-101 *et seq.*, C.R.S., Section 32-1-103(5)(b), C.R.S.

Unfortunately, KW Pine Ridge, LLC conveyed the Purchase Contract property to the Pine Bluffs Community Association for maintenance and operation of a common area tract as part of an overall disposition of Filing No. 5 to a third-party homebuilder in 2014. At the time of the conveyance and until November of 2016, KW Pine Ridge, LLC believed the directors to be qualified via a separate lot owned by KW Pine Ridge, LLC within the District. Therefore, the directors themselves did not become aware that their Purchase Contracts were no longer valid until the District began due diligence for the refinancing of the District's bonds. The upshot of this issue is that the District's Board is completely vacant, leaving no one to complete the refinancing, pass budgets, file audits and fulfill other routine annual legal obligations.

The Special District Act provides for this very situation in Section 32-1-905(2.5), C.R.S. When there are no duly elected directors, and the failure to appoint a new board will result in the interruption of services being provided by the District, the governing body of the municipality in which the District wholly lies (in this case, Parker) may appoint all directors from the pool of duly qualified, willing candidates. Following such an appointment, the newly appointed board must call for nominations for a special election within six months after the appointment.

Despite the fact that the Regional Roadway Improvements are now complete, the bonds issued by the District to finance the improvements are outstanding; therefore, the Board is responsible for overseeing the District's debt service and repayment of those obligations. The Board is also responsible for ensuring compliance with Colorado law applicable to special districts. Without a Board to oversee the operations of the District, including the payment of its outstanding debt, and state law compliance with budget, audit and transparency legal obligations, the District's services will undoubtedly be interrupted, and the District's taxpayers and residents are at risk that the District will be unable to refinance its debt at significantly lower interest rates. Therefore, to ensure the continued operation of the District and to avoid unnecessary negative consequences for the District's residents, a notice of vacancy was published pursuant to the requirements of the Special District Act, Section 32-1-808(2)(a)(I), C.R.S. in the *Douglas County News-Press*, which is the District's designated legal publication on December 22, 2016. As of January 2, 2017 (the 11th day following publication as provided by Section 32-1-808(2)(a)(I), C.R.S.), no otherwise qualified eligible electors filed letters of interest to fill any of the board vacancies. Therefore, the

Town Council, Town of Parker  
Re: Pine Bluffs Metropolitan District Emergency Board Appointment  
January 4, 2017  
Page 3 of 3

District hereby requests that the Town Council take the following actions, in concert with the following District actions:

1. KW Pine Ridge, LLC: Shall on or before January 16, 2017, enter into contracts to purchase taxable property with the prior Board members: Walter A. Koelbel, Jr., Thomas E. Whyte, Jeffrey G. Sheets, Keith L. Neale, and J. Craig Williamson (the "Proposed Directors"). All Proposed Directors are registered to vote as "eligible electors" who may serve as district directors per Section 32-1-103(5)(a), C.R.S. Hence, all Proposed Directors shall on or before the January 16, 2017 be "duly qualified willing candidates" for the Board pursuant to Section 32-1-905(2.5), C.R.S. and, as such, legally eligible for Town appointment to the Board; and

2. Town: Re-appoint the previous Board members to the Board to ensure the stable operation of the District until such time as a new board of directors can be duly elected at a special election within six months of their appointment; and

3. District: As soon as possible, complete the refinancing of the 2004 Bonds; and

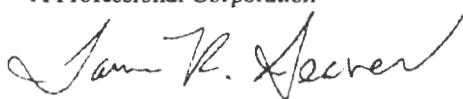
4. District: Hold directors' election at a special election. *NOTE - Section 1-13.5-111(2), C.R.S. provides that special elections may only be held the first Tuesday after the first Monday in February, May, October, or December; therefore, the District is prepared to call for nominations and hold a special election as early as May 2, 2017 depending on timing of appointment by the Town Council.*

The District appreciates the Town Council's consideration of its request to re-appoint its Board members and requests that the Town Council consider the appointment as soon as is feasible in order that the District may continue operations and the provision of services to the District's residents. The District does not believe it is necessary to hold the refinance of the 2004 Bonds until after the election as the refinance is in the best interest of District residents and taxpayers and market conditions may change in the coming months and put the level of savings and attendant taxpayer benefits, at risk; also, because the refunding would significantly lower the interest cost on the District's repayment obligation, delaying the refunding costs the District approximately \$12,000 each month (assuming a refunding rate of 4%).

As the District's general counsel, I will be happy to address and discuss any questions you may have.

Very Truly Yours,

ICENOGL SEAVER POGUE  
A Professional Corporation



Tamara K. Seaver

cc: Samuel J. Light  
Jim Maloney

Town Council, Town of Parker  
Re: Pine Bluffs Metropolitan District Emergency Board Appointment  
January 4, 2017  
Page 4 of 3

Walter A. Koelbel, Jr.  
Thomas E. Whyte

**Attachment 1**

District Boundaries



**Form of District Indemnity Letter**

**{Date of Letter}**

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138-7334

**RE: Pine Bluffs Metropolitan District**

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by Pine Bluffs Metropolitan District (the "District") in order to comply with the requirement of Resolution No. \_\_\_\_\_, Series 2017, approving appointments to the Board of Directors of the District pursuant to C.R.S. § 32-1-905(2.5). The District, for and on behalf of itself and its transferees, successors and assigns, hereby covenants and agrees to and for the benefit of the Town of Parker ("Town") as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the adoption of Resolution No. \_\_\_\_\_, Series 2017 and the Town's appointment of directors pursuant to C.R.S. § 32-1-905(2.5). To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any with the adoption of Resolution No. \_\_\_\_\_, Series 2017 and the Town's appointment of directors pursuant to C.R.S. § 32-1-905(2.5). The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

Pine Bluffs Metropolitan District

By \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

# AFFIDAVIT OF PUBLICATION

NOTICE OF VACANCY(IES)  
ON THE BOARD OF DIRECTORS OF THE  
PINE BLUFFS METROPOLITAN DISTRICT

NOTICE IS HEREBY GIVEN, pursuant to Section 32-1-808, C.R.S., that a vacancy or vacancies exist on the Board of Directors of the Pine Bluffs Metropolitan District, County of Douglas, State of Colorado. Qualified eligible electors of the Pine Bluffs Metropolitan District who wish to be considered to fill a vacancy must file a letter of interest within ten days of the date of publication of this notice. A letter of interest may be filed on or before January 2, 2017 with the Board of Directors of the Pine Bluffs Metropolitan District c/o Icenogle Seaver Pogue, P.C., 4725 South Monaco Street, Suite 225, Denver Colorado 80237.

State of Colorado )ss  
County of Douglas

BY ORDER OF THE BOARD  
OF DIRECTORS:  
PINE BLUFFS METROPOLITAN DISTRICT

By: */s/ ICENOGL SEAVER POGUE*  
A Professional Corporation

This Affidavit of Publication for the Douglas County News Press, a weekly newspaper, printed and published for the County of Douglas, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made the 22nd day of December A.D., 2016, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

Legal Notice No.: 930422  
First Publication: December 22, 2016  
Last Publication: December 22, 2016  
Publish In: Douglas County News-Press



\_\_\_\_\_  
for the Douglas County News Press  
State of Colorado )  
County of Douglas )ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Gerard Healey, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 22nd day of December A.D., 2016. Gerard Healey has verified to me that he has adopted an electronic signature to function as his signature on this document.



HEATHER L. CROMPTON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154048391  
Commission expiration date:  
December 18, 2018

My Commission Expires 12/18/19

Notary Public

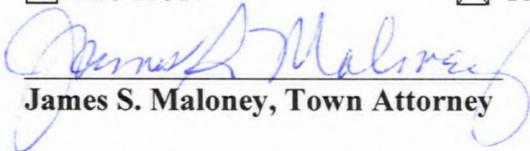




**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: RESOLUTION NO. 17-013 - A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint a Chairperson and Vice Chairperson**

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

  
**James S. Maloney, Town Attorney**

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

**ISSUE:** The Town Council appoints the chairperson, vice chairperson, regular members and alternate members for the Special Licensing Authority, as provided by the Parker Municipal Code.

**PRIOR ACTION:** Councilmembers Renee Williams and Josh Martin, and Carol Baumgartner, after consultation, recommended the appointments described in Exhibit A to Resolution No. 17-013.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** Section 5.08.050 of the Parker Municipal Code provides that the term of Authority members is two years and alternates is one year. The term of three members of the Authority and the term of the two alternates ended on December 31, 2016. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson. The purpose of this resolution is to appoint three regular members, two alternates, a Chairperson and a Vice Chairperson.

**RECOMMENDATION:** Approve

**PREPARED/REVIEWED BY:** Councilmembers Renee Williams and Josh Martin; Carol Baumgartner, Town Clerk; Jim Maloney, Town Attorney

**ATTACHMENT:** Resolution No. 17-013

**RECOMMENDED MOTION:** "I move to approve Resolution No. 17-013, as a part of the consent agenda."

RESOLUTION NO. 17-013, Series of 2017

**TITLE: A RESOLUTION TO APPOINT NEW MEMBERS AND ALTERNATES ON THE TOWN OF PARKER SPECIAL LICENSING AUTHORITY AND TO APPOINT THE CHAIRPERSON AND VICE CHAIRPERSON**

WHEREAS, the terms of three (3) members of the Authority expired on December 31, 2016;

WHEREAS, the terms of the two (2) alternates of the Authority expired on December 31, 2016;

WHEREAS, the Town Council of the Town of Parker desires to appoint new members and alternates, as described herein;

WHEREAS, Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Authority to be Chairperson and one member to be Vice Chairperson of the Authority; and

WHEREAS, the Town Council desires to appoint a new Chair and Vice Chair for the Authority.

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

Section 1. The Town Council of the Town of Parker hereby appoints three (3) members to the Authority for the term ending December 31, 2018, and appoints two (2) alternates to the Authority for the term ending December 31, 2017, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Dave Usechek as the Chairperson for the Authority.

Section 3. The Town Council of the Town of Parker hereby appoints Chris Ray as the Vice Chairperson for the Authority.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

TOWN OF PARKER, COLORADO

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

ATTEST:

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

**EXHIBIT A**

1. Appointment of two (2) regular Special Licensing Authority members for a term up to and including December 31, 2017.

- a. Chris Ray
- b. Bryn Larsen

2. Appointment of three (3) regular Special Licensing Authority members for a term up to and including December 31, 2018.

- a. Dave Usechek
- b. David Lettkeman
- c. Kelli Narde

3. Appointment of two (2) alternate Special Licensing Authority members for a term up to and including December 31, 2017.

- a. Stephen Conner
- b. Susie Harris





ITEM NO: 7L  
DATE: 01/17/2017

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE: CONTRACTS ABOVE \$100,000 - Fourth Amendment to Agreement for Professional Services – Mainstreet Center School Building Preservation**

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

*Elaine Mariner*

Elaine Mariner, Cultural Director

*G. Randolph Young*

G. Randolph Young, Town Administrator

#### **ISSUE:**

This consent agenda item is to approve an amendment to the current contract with Scheuber and Darden Architects, LLC to include construction administration for Phase III of the rehabilitation of The Schoolhouse. This amendment will increase the total contract amount to \$126,296.

#### **PRIOR ACTION:**

The original contract with Scheuber and Darden for design development, construction documents and specifications was issued in April 2014 in the amount of \$63,285. In August 2014, the contract was amended to include construction administration of Phase I rehabilitation at a cost of \$13,370. In January 2015, the contract was amended to include construction administration of Phase II rehabilitation at a cost of \$24,324.

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

The additional amount for construction administration for Phase III is \$25,317.

#### **BACKGROUND:**

Construction administration for Phase I included removing the former principal's office and restoring the front doors, windows and foyer floors and walls. Construction administration for Phase II included rehabilitating the front stairs and the entire basement level, including windows, doors, floors, walls, ceilings, and the electrical and mechanical systems.

Construction administration for Phase III will include rehabilitating the exterior brick and fascia, replacing the roof and replicating the historic cupola, and rehabilitating the entire top floor, including windows, doors, floors, ceilings, and the upstairs electrical and mechanical systems.

Construction administration will also include periodic site visits by the architect and engineers and before, historical and final photographs.

**RECOMMENDATION:**

Approve the contract amendment with Scheuber & Darden Architects, LLC in the amount of \$25,317 as part of the consent agenda.

**PREPARED/REVIEWED BY:**

Elaine Mariner, Cultural Director  
Jim Maloney, Town Attorney

**ATTACHMENTS:**

1. Fourth Amendment to Agreement for Professional Services

**RECOMMENDED MOTION:**

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

## FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into this 17<sup>th</sup> day of January, 2017, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Scheuber & Darden Architects, LLC (the "Consultant").

### RECITALS:

A. The Town and the Consultant entered into an agreement for Professional Services on April 1, 2014, concerning professional services for Mainstreet Center School Building Preservation (the "Agreement").

B. The Town and the Consultant entered into a first amendment to the Agreement on August 15, 2014 (the "First Amendment").

C. The Town and the Consultant entered into a second amendment to the Agreement on September 18, 2014 (the "Second Amendment").

D. The Town and the Consultant entered into a third amendment to the Agreement on January 4, 2016 (the "Third Amendment").

E. The Town and the Consultant desire to amend the Agreement to include construction administration for Phase III rehabilitation work and to increase the compensation by \$25,317 to include construction administration for Phase III rehabilitation work and extend the term of the Agreement.

### AGREEMENT

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

Section 1. Section I., Scope of Services, is amended to provide as follows:

#### I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from the **Third Replacement Exhibit A**, which is attached hereto and incorporated herein by this reference, according to "The Secretary of Interior's Standards for the Treatment of Historic Properties, 1995."

Section 2. Section IV, Compensation, is amended to provide as follows:

#### IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed One

Hundred Twenty-Six Thousand Two Hundred Ninety-Six Dollars (\$126,296.00), which includes an increase of Twenty-Five Thousand Three Hundred Seventeen Dollars (\$25,317.00) for construction administration for Phase III rehabilitation work as described in the Third Replacement Exhibit A. Payment shall be made in accordance with the schedule of charges in the **Third Replacement Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

Section 3. Section V., Commencement and Completion of Services, is amended to provide as follows:

**V. COMMENCEMENT AND COMPLETION OF SERVICES**

The Consultant shall complete the Project by November 30, 2018.

Section 4. The Town and the Consultant acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment.

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

**TOWN OF PARKER, COLORADO**

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

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED FOR CONTENT:

\_\_\_\_\_  
Chris Hudson, PE, Town Engineer

**CONSULTANT: SCHEUBER &  
DARDEN ARCHITECTS, LLC**

By: \_\_\_\_\_  
Barbara Darden, Managing Member

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by Barbara Darden, as Managing Member of Scheuber & Darden Architects, LLC.

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

SEAL

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

## THIRD REPLACEMENT EXHIBIT A

### SCOPE OF SERVICES

- A. SCHEMATIC DESIGN/DESIGN DEVELOPMENT HISTORIC SCHOOL BUILDING
  - 1. Kickoff meeting
  - 2. Field investigations & selective demolition
    - a. Radon barrier for foundation investigations
    - b. Excavation of footings for geotechnical report
    - c. Investigations at nonhistoric walls.
    - d. Materials testing and analysis
    - e. Garden level floor finishes and wall finishes
    - f. Selective demolition at north entrance to determine historic configuration
    - g. Garden level ceiling framing to identify size and spacing of structural members
  - 3. Design meeting
  - 4. Consultant coordination
  - 5. Code analysis & review
  - 6. Final design meeting
  - 7. Submit design development drawings for review
- B. CONSTRUCTION DOCUMENTS HISTORIC SCHOOL BUILDING
  - 1. Field verification
  - 2. Consultant coordination
  - 3. Client meeting - 95% submittal
  - 4. Construction drawings - drawings and specifications
- C. CONSTRUCTION ADMINISTRATION FOR THE FOLLOWING PHASE I REHABILITATION WORK ON THE PARKER CONSOLIDATED SCHOOL BUILDING
  - 1. Restoration of the front façade windows (including screens and new storms)
  - 2. Restoration of the front entrance (including the tri-part window above)
  - 3. Removal of the principal's office and closets at entrance
  - 4. Mechanical upgrades
  - 5. Shop drawing review
  - 6. Periodic site visits which usually include a site visit every two weeks
  - 7. A site visit by the mechanical engineer during the mechanical work
- D. CONSTRUCTION ADMINISTRATION FOR THE FOLLOWING PHASE II REHABILITATION WORK ON THE PARKER CONSOLIDATED SCHOOL BUILDING
  - 1. Construction administration - Phases II-a and II-b rehabilitation
    - a. Restore basement windows
    - b. Restore basement window screens
    - c. Rehabilitate the basement rooms/hallway
    - d. Abate hazardous material
    - e. Upgrade mechanical
    - f. Rehabilitate electrical, lighting, and power for basement & elevator
  - 2. Contract with IT consultant for IT design
    - a. Work with Town IT staff to determine IT needs for the building.
    - b. Relocate the entry points for Comcast and CenturyLink to a new location in the building.
    - c. Coordinate with the electrical engineer so he/she can show the necessary raceways, conduit and devices on his/her drawings.
    - d. Provide a written specification.

3. Architectural and engineering services for IT installation & elevator room relocation
    - a. Electrical drafting modifications for IT design
    - b. Architectural design, meetings and drafting for elevator machine room and elevator & coordination with consultants
    - c. Mechanical drafting – IT relocation and elevator and change to phasing drawings
  4. Periodic site visits by architect and engineers
  5. Before, historical and final photographs
- E. CONSTRUCTION ADMINISTRATION FOR THE FOLLOWING PHASE III REHABILITATION WORK ON THE PARKER CONSOLIDATED SCHOOL BUILDING
1. Exterior rehabilitation
  2. Roof replacement
  3. Interior rehabilitation
  4. Mechanical and electrical rehabilitation

#### EXCLUSIONS

1. Design or construction administration services not specifically listed.
2. Site utility engineering or design.
3. Energy modeling services.
4. LEED design or certification or life cycle cost analysis.
5. BIM, 3D or specialized CAD requirements.
6. Commissioning, retro commissioning, or testing services beyond what is listed above.
7. Geotechnical Report.
8. Exterior excavations and infill for field verification.
9. Interior excavations and infill for field verification. We will be on-site to assist if necessary.
10. Security system design.
11. Voice/data and cable TV wiring.
12. Emergency or battery power supplies (UPSs).
13. Point by point lighting calculations.
14. Design and construction documents on the gymnasium and/or the nonhistoric addition.

**THIRD REPLACEMENT EXHIBIT B**

**BUDGET**

**PROJECT COSTS**

A. SCHEMATIC DESIGN/DESIGN DEVELOPMENT	\$14,170
B. CONSTRUCTION DOCUMENTS	42,031
C. CONSTRUCTION ADMINISTRATION FOR PHASE I REHABILITATION WORK	13,370
D. CONSTRUCTION ADMINISTRATION FOR PHASES II-a/II-b REHABILITATION WORK	24,324
E. CONSTRUCTION ADMINISTRATION FOR PHASE III REHABILITATION WORK	<u>25,317</u>
<b>SUBTOTAL</b>	<b>\$119,212</b>

**ORIGINAL REIMBURSABLES**

1. Mileage, Printing, Postal Costs	\$ 800
2. Professional Liability – 3 years per contract	3,501
3. General Liability - \$550/yr – 3 yrs per contract	1,650
4. Protective Liability - \$1,133/yr – 1 yr per contract	<u>1,133</u>
<b>SUBTOTAL REIMBURSABLES</b>	<b>\$7,084</b>

<b>PROJECT TOTALS</b>	<b>\$126,296</b>
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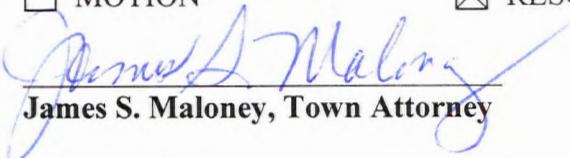


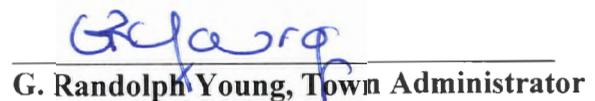


**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE: RESOLUTION NO. 017-014 – A Resolution Regarding a Proposed Modification to the Consolidated Service Plan for Reata Ridge Village Metropolitan District Nos. 1 and 2**

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

  
**James S. Maloney, Town Attorney**

  
**G. Randolph Young, Town Administrator**

**ISSUE:** The Town Council approved the Consolidated Service Plan (“Service Plan”) for the for Reata Ridge Village Metropolitan District Nos. 1 and 2 (collectively, the “Districts”) on April 4, 2016, by Resolution No. 16-023. The Service Plan for the Districts used metes and bounds legal descriptions rather than the plat for Stroh Crossing Filing No. 1 (“Plat”). Due to a scrivener’s error in preparing the metes and bounds legal descriptions, Tract N of the Plat was not included in District No. 2, but rather was included in District No. 1. Anticipating that Tract N (which is 0.002 acres) would be located in District No. 2, options contracts for Tract N were used to qualify individuals as eligible electors of District No. 2. In May 2016, the organization election for the Districts was held and the District Court issued Orders and Decrees for organization of the Districts. The scrivener’s error has called into question the validity of the District No. 2 election.

**PRIOR ACTION:** The Town Council approved the Service Plan for the Districts on April 4, 2016.

**FUNDING/BUDGET IMPACT:** None.

**BACKGROUND:** To rectify the situation described above, the Districts propose to amend the Service Plan to modify the boundaries of District No. 2, reflecting Tract N as within the legal boundaries of District No. 2, and its exclusion from District No. 1. Procedurally, the Districts intend to accomplish this modification pursuant to a state law that allows a special district to publish a notice of intent to undertake an activity (in this case correct the issue with Tract N) and, if it does so, no action may be brought against the Districts to enjoin the activity, unless filed within 45 days of the notice. However, before the Districts can take the action allowed by this state law, the Town will need to provide a one-time waiver of one of the provisions in the Service Plan that prohibits the Districts from using this state law. Additionally, this modification could be viewed as an inclusion on additional land into District No. 2, which would require Town Council consent under the Service Plan. The attached resolution makes a finding that the correction is not a material modification. The resolution, if approved, also consents to the amended and restated exhibits to reflect Tract N as within District No. 2, and provides a one-time waiver of the state law described above.

**RECOMMENDATION:** Approve.

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

**ATTACHMENT:** Resolution No. 17-014

**RECOMMENDED MOTION:** "I move to approve Resolution No. 17-014."

RESOLUTION NO. 17-014, Series of 2017

**TITLE: A RESOLUTION REGARDING A PROPOSED MODIFICATION TO THE CONSOLIDATED SERVICE PLAN FOR REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1 AND 2**

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-023, the Town Council of the Town of Parker, on April 4, 2016, approved a Consolidated Service Plan ("Service Plan") for the organization of Reata Ridge Village Metropolitan District No.1 ("District No. 1") and Reata Ridge Village Metropolitan District No. 2 ("District No. 2"), which District No. 1 and District No. 2 are collectively referred to as "the "Districts;"

B. Section V.C of the Service Plan states in part that it is anticipated the Districts, collectively, will undertake the financing and construction of the Public Improvements (as defined in the Service Plan), with District No. 1 being a Residential District and District No. 2 being a Commercial District (each as defined in the Service Plan);

C. Subsequent to the Town's approval of Resolution No. 16-023 and the election on the organization of the Districts, the petitioners for the organization of the Districts discovered that, as a result of a scrivener's error, the metes and bounds descriptions of the Districts' boundaries in the final, approved Service Plan failed to include in the legal description for District No. 2 that certain 0.002-acre parcel referred to as Tract N, Stroh Crossing Filing No. 1 ("Tract N"), which Tract N was anticipated to be included within District No. 2;

D. Pursuant to a letter and a Notice of Intent to Undertake Certain Actions ("Notice of Intent") received by the Town on December 22, 2016, the Districts, including the petitioners for organization of the Districts, propose and intend to take certain actions pursuant to Section 32-1-207(3)(b), C.R.S., to amend the Service Plan to modify the boundaries of District No. 2 reflecting Tract N as within the legal boundaries of District No. 2, as further detailed in the Notice of Intent;

E. Section V.A.7 of the Service Plan states in part that "[t]he Districts shall not include within any of their boundaries any property outside the Service Area without the prior written consent of the Town Council;"

F. Section XI of the Service Plan states "[t]o the extent permitted by law, [each] District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S., and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan; and

G. The Town Council has reviewed the letter and Notice of Intent received from the Districts and by this Resolution desires to provide for certain actions in connection therewith.

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

Section 1. The Town Council has reviewed the letter and Notice of Intent attached as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council, in reliance upon the information contained in the letter and Notice of Intent and the representations and other information provided by the Districts, including the petitioners for organization of the Districts:

(a) Finds that the proposed correction of the scrivener error in accordance with the Notice of Intent does not constitute a material modification of the Service Plan, pursuant to the provisions of Section 10.11.060 of the Town Code or the Service Plan;

(b) To the extent the same may be required by the Service Plan, consents to modification of the boundaries of District No. 2 through an amended and restated legal boundary and map, reflecting Tract N as within the boundaries of District No. 2; and

(c) Hereby waives enforcement of the provisions of Article XI of the Service Plan solely with respect to the action of the Districts described in the Notice of Intent, pursuant to Section 32-1207(3)(b), C.R.S., all subject to the provisions of Section 3 hereof.

Section 3. At its first meeting after the date of this Resolution, District No. 2 shall execute additional copies of the indemnification letter and the Intergovernmental Agreement with the Town ("IGA") that are required under the Service Plan and set forth in Exhibits G and H to the Service Plan and promptly deliver to the Town executed originals thereof, dated as of the date of such meeting.

Section 4. Nothing herein shall constitute a waiver of any other terms, conditions, provisions or requirements of the Service Plan, or a waiver with respect to any actions of the Districts other than those described in the Notice of Intent. The Districts shall be solely responsible for all court filings, elections, or other actions to correct the authorization of District No. 2.

RESOLVED AND PASSED this \_\_\_\_ day of \_\_\_\_\_, 2017.

TOWN OF PARKER, COLORADO

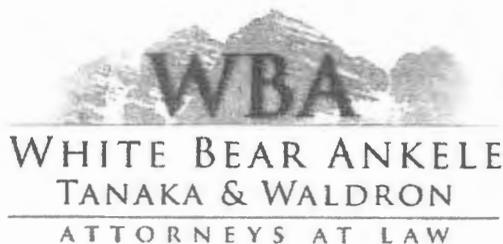
\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

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

# **EXHIBIT 1**

**DISTRICTS' 12/22/16 LETTER AND NOTICE OF INTENT**



GARY R. WHITE  
KRISTEN D. BEAR  
WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS

OF COUNSEL:  
GEORGE M. ROWLEY  
BLAIR M. DICKHONER

SEAN ALLEN  
NEIL RUTLEDGE  
ZACHARY P. WHITE  
MEGAN L. TAGGART  
CASEY K. LEKAHAL  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN J. MURPHY  
AINSLEY E. BOCHNIAK  
MARC D. SARMIENTO

December 22, 2016

**VIA ELECTRONIC & U.S. MAIL**

Town of Parker  
c/o Sam Light  
Light Kelly, P.C.  
101 University Blvd., Suite 210  
Denver, CO 80206

**Re: Reata Ridge Village Metropolitan District Nos. 1 and 2  
Section 32-1-207-(3)(b), C.R.S., Notice of Intent to Undertake Certain Actions**

Dear Mr. Light:

The Town Council approved that certain Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 on April 4, 2016 (the "Service Plan"). The Service Plan contemplates a multiple-district structure, with Reata Ridge Village Metropolitan District No. 1 ("District No. 1") being a residential district and Reata Ridge Village Metropolitan District No. 2 ("District No. 2," together with District No. 1, the "Districts") being a commercial district.

At the time the preliminary draft of the Service Plan was submitted to the Town of Parker, the legal descriptions for boundaries of the Districts were drafted based upon the proposed plat for Stroh Crossing Filing No. 1 (the "Plat"). Because the Plat had not yet been recorded, counsel for the Town requested that the legal description for the proposed boundaries of the Districts be re-substituted based upon the then current metes and bounds descriptions. In response, the petitioner's engineer prepared metes and bounds legal descriptions which were included in the final submission of the Service Plan. However, we have since discovered that the metes and bounds descriptions failed to include a small parcel, shown as Tract N on the Plat, in the legal description for District No. 2.

Anticipating that Tract N would be within the boundaries of District No. 2, individuals were qualified via option contracts, as permitted by Colorado law, on Tract N with the anticipation that they would constitute eligible electors for purposes of the May 2016 election (the "Option Contracts"). The scrivener's error in the drafting of the metes and bounds legal descriptions outlined above has called into question the eligibility of the electors for District No. 2 and the validity of the District No. 2 election held in May of 2016.

In order to rectify this situation, we are proposing a minor modification to the Service Plan previously approved by the Town Council to add Tract N into District No. 2 and further permit its removal from the boundaries of District No. 1 pursuant to the exclusion process contemplated under

Town of Parker  
RE: Reata Ridge Village Metropolitan District No. 2  
December 22, 2016  
Page 2 of 2

Section 32-1-501, C.R.S. *et seq.* The inclusion of Tract N into the boundaries of District No. 2 via the proposed amendment to the Service Plan will allow the qualification of those persons under the Option Contracts and allow us to proceed with action to correct the authorization of District No. 2 pursuant to a November 2017 election as deemed necessary.

Although we do not feel that either the modification of the boundaries of District No. 2 through the Service Plan amendment or the exclusion of Tract N from the boundaries of District No. 1 constitutes a material departure of the Service Plan, Colorado law contemplates a process under which a Title 32 special district may take such action after notice, pursuant to Section 32-1-207(3)(b), C.R.S., which provides in pertinent part that:

“No action may be brought to enjoin the construction of any facility, the issuance of bonds or other financial obligations, the levy of taxes, the imposition of rates, fees, tolls and charges...of the special district unless such action is commenced within forty-five days after the special district has published notice of its intention to undertake such activity...[A]ny action to enjoin such activity as a material departure from the service plan must be brought within forty five days from publication of the notice.”

As discussed above, and pursuant to the enclosed Notice of Intent, assuming no objection is made within the forty five day statutory period, District No. 2 will be modifying its boundaries under the Service Plan to include Tract N and District No. 1 will take action under the provision of Section 32-1-501, *et seq.* to exclude Tract N. We are of the opinion that the modification of the Service Plan for purposes of correcting these boundary issues does not rise to the level of a material modification as contemplated under Section 10.11.060 of the Town Code nor pursuant to Section 32-1-207, C.R.S.

The Notice of Intent will be published in the *Douglas County News-Press* on January 12, 2017. Additionally, pursuant to State statutory requirements and as discussed above, a similar notice shall be filed with the Douglas County District Court. The notice to be filed with the Court has not been drafted yet, but we will provide the Town a copy of the same within the 45-day notice period.

Should you have any questions regarding the notice, please do not hesitate to contact me.

Sincerely,



WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

Trisha K. Harris, Esq.

cc: Sam Light, Light & Kelly  
Enclosure

1135.0003.008850

STATE OF COLORADO, DOUGLAS COUNTY

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**NOTICE OF INTENT TO UNDERTAKE CERTAIN ACTIONS**

---

REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1 AND 2, DOUGLAS COUNTY, COLORADO

---

**PUBLIC NOTICE IS HEREBY GIVEN** that, pursuant to § 32-1-207(3)(b), C.R.S., Reata Ridge Village Metropolitan District No.1 ("District No. 1") and Reata Ridge Village Metropolitan District No. 2 ("District No. 2," together with District No. 1, the "Districts"), including the Petitioners for the organization of such Districts, intend to undertake certain action as follows:

Amend the Consolidated Service Plan of Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 to modify the boundaries of District No. 2 reflecting Tract N, Stroh Crossing Filing No. 1 as within the legal boundaries of District No. 2 through an amended and restated legal boundary and map for District No. 2; and exclusion of Tract N, Stroh Crossing Filing No. 1 from the legal boundaries of District No. 1 pursuant to the provisions of Section 32-1-501, *et seq.*, C.R.S.

**NOTICE IS FURTHER GIVEN** that, pursuant to and in accordance with § 32-1-207(3), C.R.S., any action to enjoin the activities proposed to be taken in this notice must be brought within forty-five (45) days from publication of this Notice, or on or prior to February 26, 2017.

**IN WITNESS WHEREOF**, the Districts and Petitioners therefore have authorized the publication of this notice and for this notice, in the form set forth herein, to be provided to the Town.

WHITE BEAR ANKLE TANAKA & WALDRON  
Attorneys at Law

General Counsel to the District

PUBLISHED IN: *Douglas County News-Press*  
PUBLISHED ON: January 12, 2017





ITEM NO: 7N  
DATE: 01/17/2016

**REQUEST FOR TOWN COUNCIL ACTION**

**TITLE:** ORDINANCE NO. 1.493.1 - A Bill for an Ordinance to Adopt the 2017 Revised Budget for the Town of Parker and to Make Appropriations for the Same

- PUBLIC HEARING
- CONTRACT
- MOTION
- ORDINANCE FOR 1<sup>st</sup> READING (01/17/2017)
- ORDINANCE FOR 2<sup>nd</sup> READING (02/06/2017)
- RESOLUTION

  
Donald Warn, Finance Director

  
G. Randolph Young, Town Administrator

**ISSUE:** Budget revision for the 2017 budget.

**PRIOR ACTION:** First reading approved on consent January 17, 2017.

**FUNDING/BUDGET IMPACT:** The table below summarizes the revision by fund and a detailed list of the carryover and supplemental appropriation requests is attached.

	Supplemental	Carryover	Total Expenditures	Revenue	Net Revision
General Fund	\$ 74,300	\$ -	\$ 74,300	\$ -	\$ 74,300
Total all funds	\$ 74,300	\$ -	\$ 74,300	\$ -	\$ 74,300

**BACKGROUND:** The purpose of this budget revision is to appropriate additional funds for 2017. The total supplemental appropriation for 2017 is \$74,300 for the addition of a Digital Media Coordinator position in the Communications Department. The detailed list of items can be found in Exhibit A attached to the budget Ordinance.

**RECOMMENDATIONS:** Approve

**PREPARED/REVIEWED BY:** Donald Warn, Finance Director

**ATTACHMENTS:** Ordinance 1.493.1

**RECOMMENDED MOTION:** "I move to approve Ordinance No. 1.493.1 on first reading and schedule second reading and public hearing for Monday, February 6, 2017 at 7:00 p.m. as part of consent agenda."

ORDINANCE NO. 1,493.1, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2017 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME**

WHEREAS, the Home Rule Charter of the Town of Parker specifies that Town Council may make additional appropriations by ordinance during the fiscal year for unanticipated expenditures; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget revisions are open for inspection by the public at the Town Hall.

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

**Section 1.** The 2017 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

**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 \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

	<u>Revision</u>	<u>2016 Revised Budget</u>
<b><u>General Fund</u></b>		
Beginning fund balance		\$ 20,469,292
Revenue		49,104,998
Revenue revision	-	-
Total revised revenue		49,104,998
Total available		<u>69,574,290</u>
Expenditures		54,679,257
2016 Carry-over	-	
Supplemental appropriation	<u>74,300</u>	
Total expenditure revision		<u>74,300</u>
Total revised expenditures	-	<u>54,753,557</u>
Ending fund balance		<u><u>\$ 14,820,733</u></u>

**Town of Parker**

Detail of Supplemental Revisions to 2017 Budget

**General Fund**

Digital Media Coordinator - Salary & Wages	54,600
Digital Media Coordinator - Health Insurance	13,000
Digital Media Coordinator - Life Insurance	350
Digital Media Coordinator - FICA	800
Digital Media Coordinator - Retirement	5,460
Digital Media Coordinator - Workers Comp	90

***Total General Fund supplemental revision***

74,300

***Total supplemental revision***

\$ 74,300





# TOWN ADMINISTRATOR'S REPORT

*January 2017*



**PARKER**  
C O L O R A D O

Town of Parker  
20120 E. Mainstreet  
Parker, CO 80138

Tel: 303.841.0353  
Fax: 303.805.3153  
[townadministrator@parkeronline.org](mailto:townadministrator@parkeronline.org)



# COMMUNICATIONS

## Project Updates

### Town Holiday Events

The community enjoyed the Mayor's Holiday Lighting, Holiday Carriage Rides and Christmas Carriage Parade. We had great turnouts for each of the events. A big thanks to all of the Town departments that help make our community events a success!

### Parker Ice Trail at Discovery Park

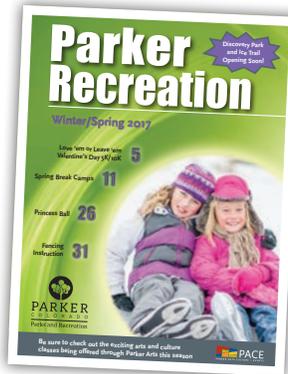
Notice of the Dec. 23 opening of Parker Ice Trail at Discovery Park was disseminated only on Town and Parks and Recreation social media, along with a ParkerRec.com e-mail blast, and the average attendance in the first week of business was 600 skaters per day.

### Town Calendar/Annual Report

The Town's 2017 Calendar and 2016 Annual Report was mailed to all Parker households in late December. Copies are also available for pick-up at Town facilities.

### Recreation Brochure

The Winter/Spring 2017 Recreation Activity Brochure was delivered to 36,339 homes and businesses in the greater Parker area.



## Branding and Marketing

### Parker FAM Trips

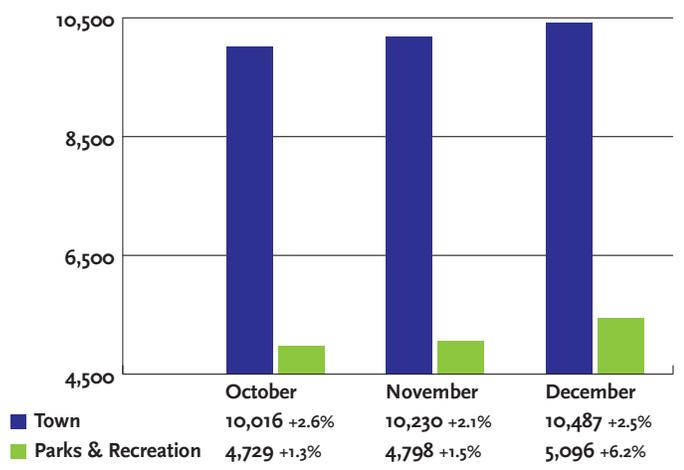
The Town hosted five area journalists for Media FAM Trips during the holidays. Parker received rave reviews and great social media and print/blog coverage from all of the reporters. Be on the lookout for an article in the February/March issue of *Colorado Expression* magazine as well.



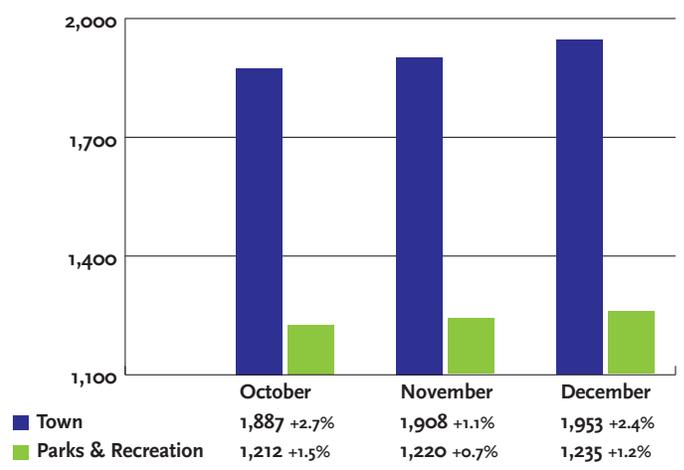
### #MemoriesMadeinParker Social Media Contest

The #MemoriesMadeinParker Social Media Contest kicked off on Nov. 13 and ran through the holiday season. The contest received a great response and area businesses appreciated being included in the promotion.

## Facebook Followers - Monthly Comparison



## Twitter Followers - Monthly Comparison





## COMMUNITY DEVELOPMENT

### Building Division Statistics - December 2016

**Single-Family Permits: 27 (291 total in 2016)**

\$9,625,280 valuation (\$104,587,047 total in 2016)

**Multi-Family Permits: 0 (39 total for 400 units in 2016)**

\$0 valuation (\$46,291,379 total in 2016)

**Commercial Permits (New): 1 (27 total in 2016)**

\$12,511,649 valuation (\$50,979,177 total in 2016)

**Commercial Permits (Remodel): 62 (752 total in 2016)**

\$561,530 valuation (\$23,883,237 total in 2016)

**Other Permits: 144 (2,132 total in 2016)**

\$703,113 valuation (\$10,479,436 total in 2016)

**Total Permits: 234 (3,241 total in 2016)**

\$23,401,572 valuation (\$236,220,275 total in 2016)

**Inspections: 2,149 (27,707 total in 2016)**

**Total Valuation: \$236,220,275 in 2016**



### Comprehensive Planning

#### Call-n-Ride Program Ends 2016 Strong

The Parker Call-n-Ride program's ridership figures continued to increase throughout the year. November ridership reached an average of 3.9 riders per hour for an overall 2016 ridership average of 3.1 boardings per hour through November. Route 483, providing access to the Lincoln Light Rail Station and Nine-Mile Light Rail Station, carries 320 riders per day, and Route P, providing express service to downtown Denver, carries approximately 450 riders per day.

#### Community Development Open House

In 2017, the Community Development Department will continue to hold quarterly open house meetings. The first community open house will be on Wednesday, Feb. 15 from 5 to 7 p.m. at the PACE Center's Gallery Studio. Planning and Building staff will be available to discuss projects and answer questions for the public.

#### Downtown Wayfinding Signage Installation

Al Lenzi Group, in coordination with the Town and Merje Environmental Graphic Design, is finalizing construction and installation of new wayfinding signage for downtown, which is Phase I of the project. Construction of the final phase of the program – the rest of Town signage – is planned for 2017 to allow adequate time to coordinate with CDOT and Douglas County.



# 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 2 – *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*
- Lot 10 Dransfeldt Place Boat and RV Storage
- Meadowlark Zoning and Annexation – *New Residential*
- 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*
- Trails at Crowfoot (Hess Ranch) – *Sketch and Preliminary Plan and Zoning*
- Vehicle Vault Outdoor Space – *Site Plan*
- Westcreek Multifamily

### Major Projects Under Construction

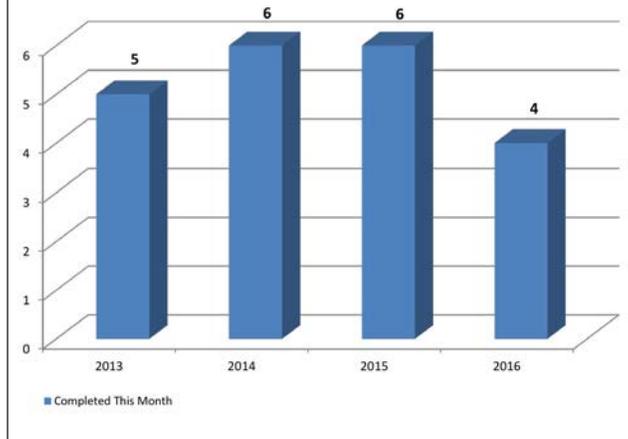
- American Academy
- Assisted Living Facility – *Crown Point*
- Burger King Remodel
- CVS Pharmacy – *Stonegate*
- Enclave at Cherry Creek Multi-Family
- Mini U Storage – *Dransfeldt*
- Park 64 Multi-Family
- Parker Flats Multi-Family
- Parker Hilltop Health Care/ Emergency Care Clinic
- Rehab Center – *Compark*
- Your Storage Center – *Polo Business Park*
- Vantage Point Multi-Family
- Watermark II Multi-Family

## Project Focus: New Residential Subdivision

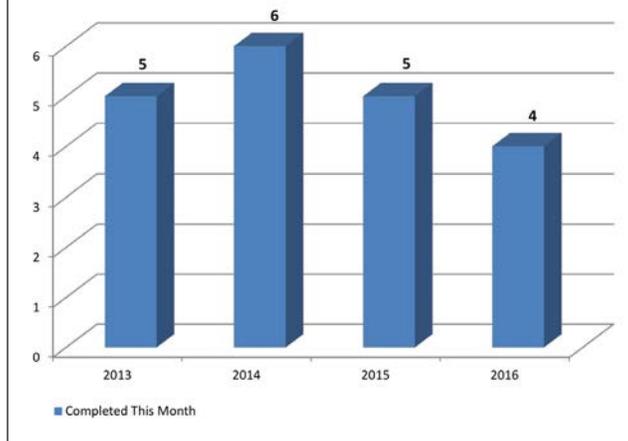
Currently under review on Crowfoot Valley Road, approximately a mile south of Stroh Road, is a new residential subdivision. The Trails at Crowfoot will include 824 new single-family and duplex homes and two small future commercial sites at the future corner of Bayou Gulch Road and North Pinery Parkway. Amenities proposed with this development include a new elementary school site, an 18-acre park site, trails and about 100 acres of preserved open space.



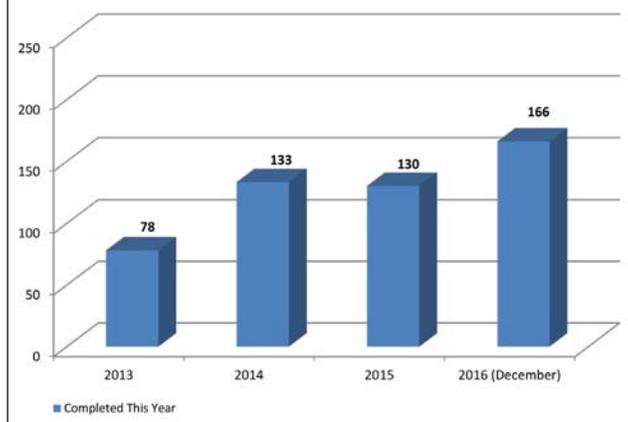
Development Review Submittals - December 2016  
(annexation, site plan, subdivision, zoning)



Development Review Approvals - December 2016  
(annexation, site plan, subdivision, zoning)



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



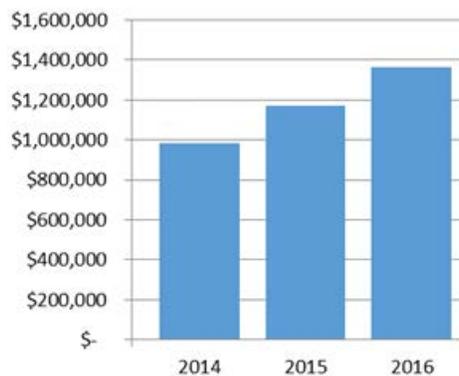


## CULTURAL DEPARTMENT

### December Box Office

- As is the case each year, the three performances of “A Classic Parker Holiday” featuring the Parker Chorale and the Parker Symphony Orchestra were virtually sold out, as was “The Nutcracker of Parker,” the annual co-production with the Colorado School of Dance. We also had very strong sales at 95% and 93%, respectively, for “Mike Super – Magic & Illusion” and “The Ultimate Christmas Show.”
- Due to popular demand, two extra Thursday evening performances were added for the upcoming production of Disney’s Beauty and the Beast. At that time, with 16 public performances, we were at 89% capacity in sales. The extra shows have also sold strongly, and we are currently at 94% capacity for all 20 shows!

### 2016 Ticket Revenue



**Total Ticket Revenue for 2016 was up 16% over 2015!**



### Education

Parker Arts’ youth dance provider, On Pointe School of Dance, ended the fall season with the annual winter recital of “Clara’s Dream” featuring 115 dancers ages 3 to 12. These young students honed their talent in ballet, tap, jazz, hip hop and a new dance class titled “Move It Your Way,” created specifically for individuals with special needs. Some of the 504 audience members became performers as they danced on stage as part of the father/grandfather-daughter dance.

### Development

#### Memberships

- \$5,300 in revenues for December 2016 (versus \$1,050 in December 2015) can be attributed to a Colorado Gives Day campaign, as well as a year-end appeal targeted to all expired members that encouraged them to renew prior to the end of the year.
- December saw 23 new members and 12 renewing members.
- Membership revenues ended the year with \$67,550, exceeding 2015 revenues by 15%.

#### Donations

- December Online Add-On/ Round-Up Donations: \$845 (Annual total is \$4,252)
- December Public Art Donations - \$145 (Annual Total is \$795)
- Parker Arts and the Recreation Department worked together to begin accepting public art donations at Recreation facilities to support the Ball and Jacks at Discovery Park.

#### Sponsorships

- \$1,625 that included Dan Farland/State Farm, Southeast Christian Church and To The Rescue.

### Rentals and Concessions

#### 2016 Final Statistics

- Wedding Ceremonies – 35
- Wedding Reception only – 7
- Other Rentals – 1,306
- Town of Parker comp events – 59
- Event Rental Income – \$213,637.00
- Concessions Income – \$172,080.00



## 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 is complete, and the Town is currently working to close out the project. Town staff is currently evaluating potential work areas for the 2017 contract. Bidding of this project is anticipated for the spring of 2017.

### Roadway Reconstruction

- Street repairs to various locations in Town

The 2016 roadway reconstruction project is complete, and the Town is currently working to close out the project. The 2017 reconstruction project will include J. Morgan Boulevard between Parker Road to near Cody Avenue plus a Town parking lot at the Town Hall campus. Bidding of this project will begin in January, and the contract is anticipated to be sent to Town Council for review at the second meeting in February.

### 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 2016 program are complete. The asphalt pavement overlay portion of the 2017 program was awarded by Town Council in January. The slurry/chip seal portion of the project is anticipated to be competitively bid in February.

## 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 in January. Work will continue into the springs of 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 construction of this project is dependent on adjacent development providing the funding per their respective development agreement. It is possible that construction could commence in late 2017.

#### Chambers Road Widening

- Hess Road to Mainstreet

The project continues as weather allows through the winter. Asphalt pavement for the new northbound lanes has been completed. An interim traffic switch was implemented to the new lanes in December and it is anticipated that all lanes will be open to the traveling public in January. The milling and repaving of the existing lanes (future southbound direction) will be completed in the spring as temperatures allow. Median landscaping is anticipated to follow in the summer of 2017. Funding for this roadway widening project is a joint effort with Douglas County and the Douglas County School District.

#### Jordan Road Widening

- Hess Road to Bradbury Parkway

Due to the funding constraints associated with the Cottonwood Drive widening project construction, the Town has commenced the design of the Jordan Road widening project in 2016 to allow for potential construction in 2017. 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.

#### 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 (pictured at right) 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 currently anticipated for the summer of 2017.



### 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 and channel grading is nearing completion with some delays due to weather. The pedestrian box is complete and the project is anticipated to be complete 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 has closed out this contract.

Phase 3, consisting of the exterior and upstairs restoration work, was awarded by Town Council on Jan. 3 and 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, 2016.





## Facts & Statistics

November 2016

### Accounts Payable

**Total AP spend:**

\$7,992,708.57

**Invoices processed:**

617

**Checks processed:**

342

**Total check runs:**

4

**Average invoices per check run:**

154

**Average amount per invoice:**

\$12,954.15

**Average amount of check:**

\$23,370.49

### Purchasing Cards

**Total P-Card spend:**

\$383,328.29

**Total P-Card transactions:**

966

**Total statement cycles:**

1

**Average transaction amount:**

\$396.82

### Payroll

**Direct Deposits:**

1,208

**Employees Paid:**

634

**PANs Paid:**

111

### Sales Tax

**New accounts opened:**

27

**Accounts closed:**

11

**Active audits:**

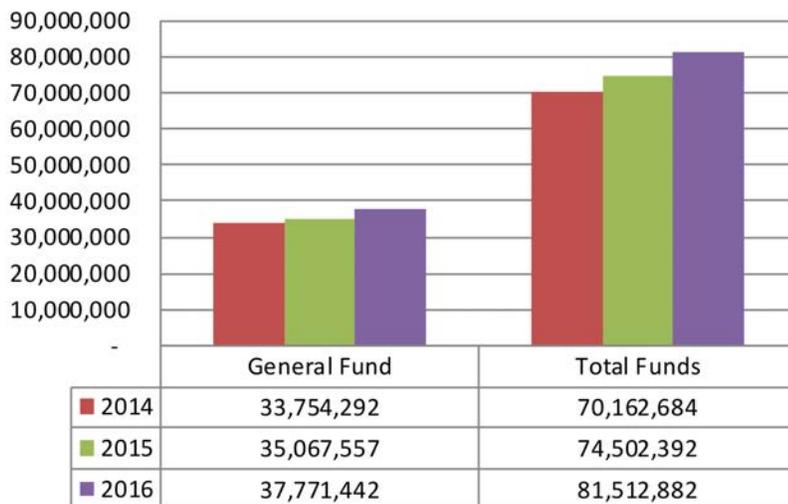
32

**Subscribers for sales tax notifications:**

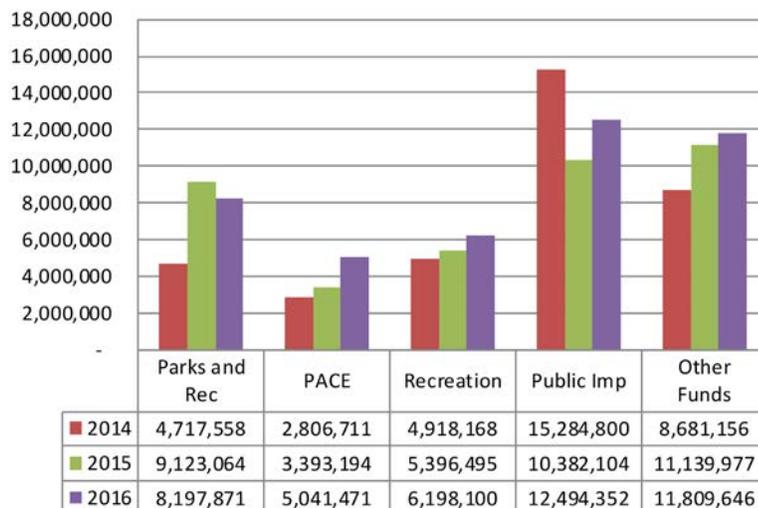
1,641 in 4 countries and 46 states

## FINANCE

### Expenditures Comparison - Overall as of Nov. 30

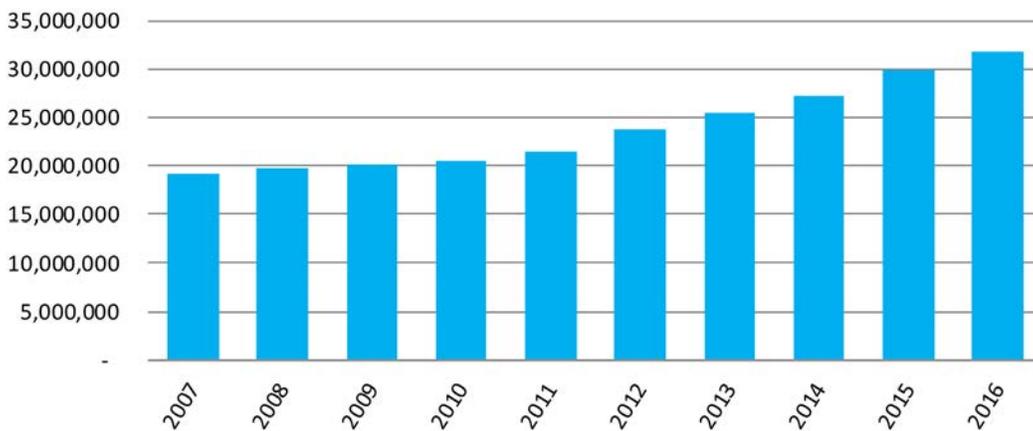


### Expenditures Comparison - Breakdown as of Nov. 30

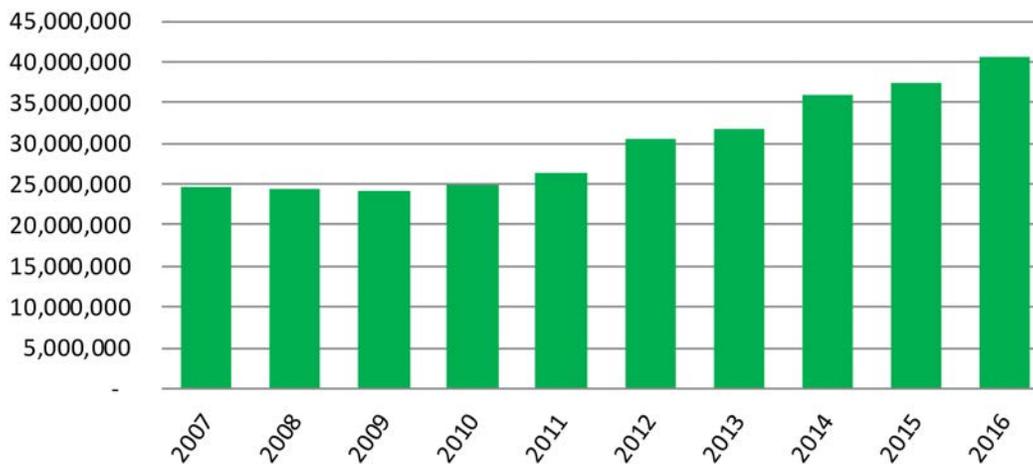


# FINANCE - CONT'D

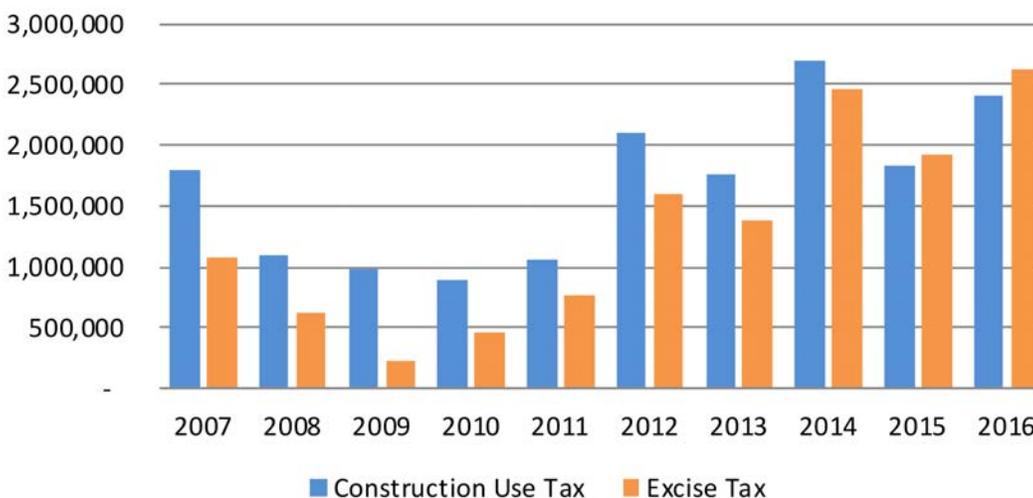
## Sales Tax Comparison - as of Nov. 30



## Total Tax Comparison - as of Nov. 30



## Use and Excise Tax Comparison - as of Nov. 30



## New Finance Staff Member

### Jeff Phillips, Sales Tax Auditor

Jeff Phillips joined the Town of Parker in December as a Sales Tax Auditor, having most recently worked for another local municipality in the same capacity.

Jeff has additional experience working for the Arizona Department of Revenue as a Field Revenue Officer specializing in the collection and enforcement of the Transaction Privilege Tax (Sales Tax). In November 2014, Jeff was licensed as a CPA, having attended Metropolitan State University to fulfill the educational requirements to obtain the CPA.

Jeff grew up in Arizona but has lived in Colorado for almost six years. He enjoys several outdoor activities, including hiking, mountain biking and snowboarding.





## PARKS AND RECREATION

### Recreation Memberships

December marked the largest month of membership sales for the recreation facilities with 859 total passes sold. Membership numbers for December and for all of 2016 can be found at right.

Pass Type	December	2016
3 Months	51	645
6 Months	53	532
6 Month Fitness	11	86
Annual	211	2,044
Annual Fitness	14	158
Annual Plus H2O	58	605
H2o Season Passes	0	70
10 Visit	142	1,264
20 Visit	258	2,614
Silversneakers/PRIME	58	803
Cancerfit	2	46
<b>Total Passes Sold</b>	<b>859</b>	<b>8,875</b>
<b>Transfer Passes</b>	<b>21</b>	<b>275</b>
<b>Cancellations</b>	<b>91</b>	<b>681</b>

### Therapeutic Recreation

Therapeutic Recreation programs continue to grow. December program attendance indicated that communication and awareness of these services are reaching the community and people are increasingly taking advantage.

- The December Arthritis Foundation classes (aquatic and exercise) showed a 40% increase since February 2016.
- Parkinson's Network Exercise classes have experienced a 70% increase in attendance since the program began in September.
- The bowling program had 10 participants in December, which is up from six the previous two months.
- Therapeutic Recreation Dances also experienced increased participation from 2015. Eight out of the last 10 months had more participants than the same month a year earlier.

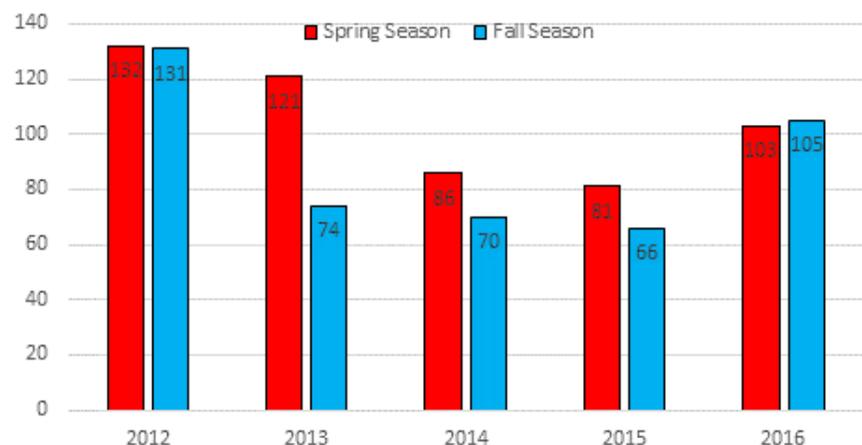
### Youth Sports

Late Fall Soccer (indoor) saw its greatest number of participants since 2013 with 208 total participants across the boys' and girls' programs.

### Inline Hockey

Participation in the Inline Hockey program has been declining since about 2009 throughout the metro area. Because of our unique inline venue at the Fieldhouse, we have maintained a league but with declining participation. By working with a passionate group of participants, parents and coaches, we were able to increase numbers in 2016. Through surveys, coaches meetings and one-on-one meetings with participants, we have identified new ideas for recruiting players and developing existing players through clinics and off-season drop-in participation. Our goal is to continue this momentum in 2017.

Inline Hockey Participation - 5-Year Trend

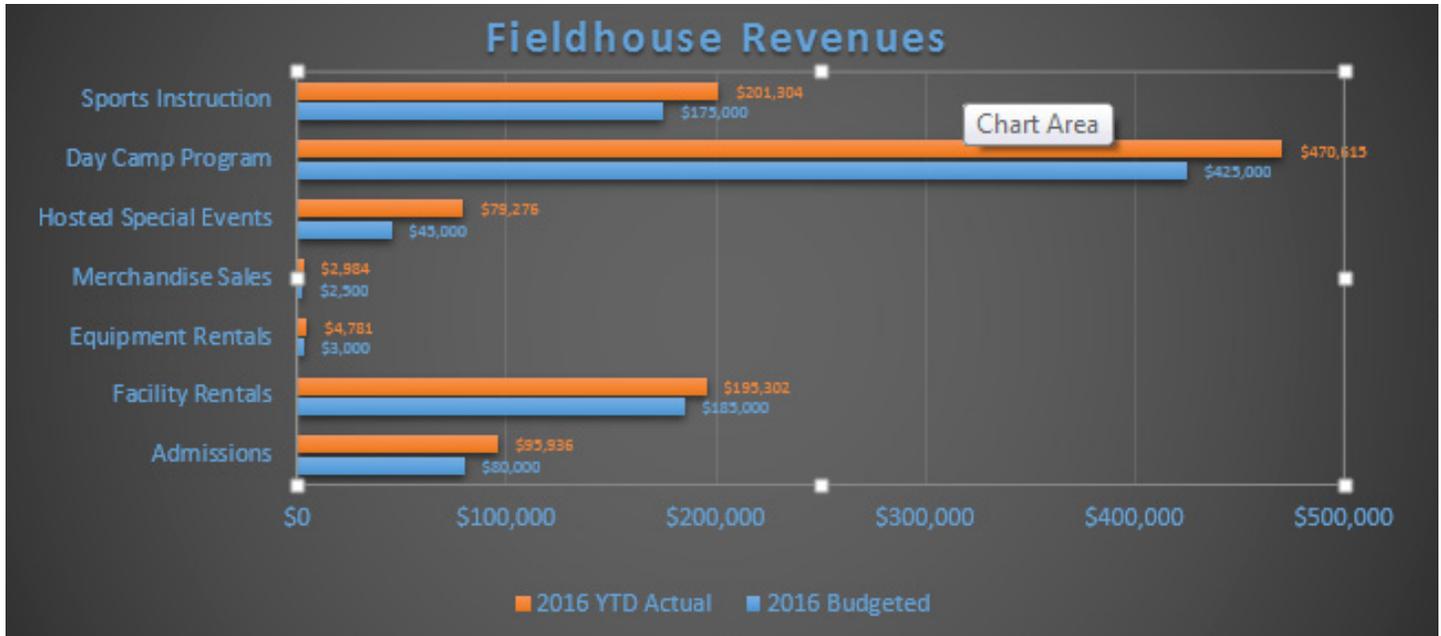


# PARKS AND RECREATION - CONT'D

## 2016 Recreation Facility Revenue Accounts

The Recreation facilities exceeded budget projections in 12 out of 12 revenue accounts in 2016. Budget projections at the Parker Fieldhouse were exceeded by over \$135,000 while revenue

projections at the Recreation Center were exceeded by over \$770,000 in 2016. The combined facilities exceeded their revenue projections by 42%.



### Fieldhouse Day Camp

The Parker Fieldhouse Day Camp had 150 kids each day of the December break to fill all 550 spots that were open. They participated in many activities and had some “in-house” fieldtrip fun.

### Kids' Zone

The annual Milk and Cookies with Santa was a huge hit once again! This event welcomed over 100 children and their families in 2016. The celebration included holiday games and crafts along with a visit from Santa Claus.



## POLICE DEPARTMENT

### Cops vs. Cancer

Commander Doreen Jokerst, Sergeant Nick Eckmann, Officers Trey Biles, Cathy Dillon, Darcy Hier, Rachael Obermeyer and Ryan Wolff delivered Christmas presents to Children’s Hospital Colorado as part of the Long Blue Line (below). More than 300 officers from 35 jurisdictions were part of the annual Cops vs. Cancer event.



### DUI Saturation Shifts

The Parker Police Department conducted DUI saturation shifts during the New Year’s Eve weekend. We had one suspicion of DUI arrest on Dec. 31 and two on Jan. 1. None of them involved injury accidents.

### Global Village International Preschool

Officer Sherry Corcoran sat down and talked about safety with children ages 2 to 4 years old at Global Village International Preschool on Dec. 30. The children learned what a trusted adult is and what to do in an emergency. They were quick to learn and excited to interact with a police officer.

### Cadet Graduation

Officer Trainee David Herrera graduated from the Pueblo Community College Law Enforcement Academy in December. He is currently completing our mini skills program and will begin the Police Training Officer program at the end of the month. On Jan. 23, Trevor Casey and Ian Drew-Bell will begin training at the Highlands Ranch Law Enforcement Training Academy. They are expected to graduate in June and join the Parker Police Department.

### Little Sisters of the Poor

Communications Technicians Danielle Huskey, Sarah Hooks and Yolanda Kempfer, along with Victim Advocate Jennifer Rogers-Flynn and their families, delivered gifts from the Parker Police Department to the residents at Little Sisters of the Poor (below). Many members of the PD donated to help them fill out their wish list of simple necessities, including Kleenex, body wash, mouth wash and more.



### Tip-A-Cop

For the second straight Tip-A-Cop event (above), the Parker Police Department and SOCO Parker Power Special Olympics Team were the #1 fundraiser in the state. At the first ever Texas Roadhouse Tip-A-Cop, we raised more than \$5,200 dollars. Among PD staff who attended the event were: Chief David King; Commander Andy Coleman; Sergeant Joe Cummings; Detective Penny McLean; Officers Trey Biles, Christopher Calvillo, Troy Gordon, Crystal Kanaber, Teagan Kavanagh and Max Keeler; Rachael Obermeyer; Todd Shupe and Ryan Yowell; Dispatcher Debbie Daily; and PIO Josh Hans.



### Coffee with a Cop

Our December Coffee with a Cop (above) was a tremendous success. More than 20 officers and PD employees turned out to meet Parker residents and their kids. Due to Christmas break, we had a large number of parents who brought their children to the event. We even had three young boys bring autograph books to get autographs from all of our officers.





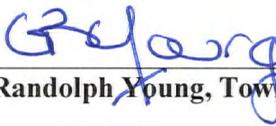
ITEM NO: 9  
DATE: 01/17/2017

### REQUEST FOR TOWN COUNCIL ACTION

**TITLE:** ORDINANCE NO. 3.326 - A Bill for an Ordinance to Amend Sections 13.06.020, 13.06.070 and 13.10.200 of the Parker Municipal Code to Address Development Impacts and Development Standards as They Relate to Multiple-Family Uses Within the Town of Parker

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCE FOR 1 <sup>ST</sup> READING (1/03/2017)            |
| <input type="checkbox"/> CONTRACT       | <input checked="" type="checkbox"/> ORDINANCE FOR 2 <sup>ND</sup> READING (1/17/2017) |
| <input type="checkbox"/> MOTION         | <input type="checkbox"/> RESOLUTION   |

  
\_\_\_\_\_  
John Fussa, Community Development Director

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

**ISSUE:**

Parker has experienced a substantial increase in multi-family residential development in the past few years. The Town's Commercial, Industrial and Multi-Family Residential Design Standards (Design Standards) were adopted on November 1, 1999. There is an urgent need to update the Design Standards to ensure that all development including multi-family residential housing is of high-quality, maintains community character and preserves Parker's hometown feel. The Town issued a Request for Proposals (RFP) on December 15, 2016 to update the Design Standards and the project will take eight months to complete. Staff would like Town Council to consider interim revisions to the Design Standards and the Land Development Ordinance to ensure that new multi-family residential development is contextual and reconciles with existing neighborhood characteristics, incorporates high quality design/materials and promotes the public health, safety and welfare through attractive, safe and well-designed development.

**PRIOR ACTION:**

Town Council adopted the Commercial, Industrial and Multi-family Residential Design Standards on November 1, 1999, and made minor updates to the Design Standards on September 22, 2003, June 16, 2008 and April 17, 2015. On January 3, 2016 Town Council approved Ordinance 3.326 on first reading with two amendments 1) removing December 13 as the applicability date; and 2) removing proposed amendments to Section 13.04.200 and the proposed addition of Section 13.04.207 regarding use by special review.

**FUNDING/BUDGET IMPACT:**

None

**BACKGROUND:**

Parker has experienced increased growth and development arising from the strong regional economy, population growth and an improved housing market since the great recession ended in 2009-10. As part of this trend, the Town has undergone a significant increase in multi-family residential development activity since 2014.

For example, there are currently an estimated 1,998 multi-family residential units in the development pipeline under active construction or with a pending land use application. This represents the majority of current residential development activity in the Town and the trend raises concerns about appropriate architecture/urban design, maintaining community character and the promotion of high quality development.

For 2016, the Town has issued building permits for 390 multi-family residential units, grading permit(s) for 294 multi-family residential units and has 444 multi-family residential units in site plan review through December 1, 2016. The trend of strong multi-family residential growth is expected to continue in 2017 and the Town desires to ensure that future multi-family residential development is of a high quality and maintains community character without suspending the construction of such uses within the community.

The proposed amendments include:

1. Amend Section 13.06.070 to increase the required landscaping from 35% to 45%
2. Update Section 13.06.020 to require a Condominium Unit Map for all multi-family residential development. This does not require the owner to sell the units
3. Update the Design Standards for multi-family residential development
4. Update the Design Standards regarding neighborhood centers, community centers and highway commercial centers to reflect the Parker 2035 Master Plan

**RECOMMENDATION:**

Staff recommends that the Town Council approve Ordinance No. 3.326. Planning Commission will make a recommendation to Town Council on January 12, 2017.

**PREPARED/REVIEWED BY:**

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

**ATTACHMENTS:**

1. Black line Ordinance No. 3.326
2. Planning Commission Staff Report from January 12, 2017.

**RECOMMENDED MOTION:**

"I move to approve Ordinance No 3.326 on second reading."

ORDINANCE NO. 3.326, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.06.020, 13.06.070 AND 13.10.200 OF THE PARKER MUNICIPAL CODE TO ADDRESS DEVELOPMENT IMPACTS AND DEVELOPMENT STANDARDS AS THEY RELATE TO MULTIPLE-FAMILY USES WITHIN THE TOWN OF PARKER**

WHEREAS, the Town Council of the Town of Parker approved Resolution No. 12-106, Series of 2012, to adopt the Town of Parker 2035 Master Plan (the "Master Plan");

WHEREAS, the Master Plan, Chapter 7: Community Appearance and Design, establishes the following goals:

*1. Preserve and protect the quality of life within our existing residential neighborhoods.*

*1.A. When reviewing development proposals adjacent to and within existing neighborhoods, ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.*

*2. Housing in all forms will be constructed of high quality materials and designed to create safe and attractive neighborhoods. Special attention shall be given to building massing, form and variation to prevent the repetition of similar homes or building complexes.*

WHEREAS, the Master Plan, Chapter 8: Housing and Neighborhoods, establishes the following goal:

*5. Increase the homeownership rate with an emphasis on creating opportunities for all income levels.*

WHEREAS, the Town Council adopted the Town of Parker Architectural and Design Standards for Commercial, Industrial and Multi-Family Projects (the "Design Standards") on November 1, 1999;

WHEREAS, the Town Council adopted minor updates to the Design Standards on September, 22, 2003, June 16, 2008, and April 17, 2015;

WHEREAS, the Town of Parker has more than doubled in population and has changed significantly since 1999, when the Commercial, Industrial and Multifamily Residential Design Standards were originally adopted;

WHEREAS, the Town has currently seen a significant increase in multifamily construction with building permits for 390 multifamily units, a grading permit for 294 multifamily units, and 444 multifamily dwelling units in site plan review through December 1, 2016. This rate of multifamily construction is outpacing the number of single-family units being constructed;

WHEREAS, the Town has received multiple inquiries related to the development of multifamily uses;

WHEREAS, the current and foreseeable development trend recognizes a shift in the market for new houses, and multifamily development in the Town is targeting significant build out to attract the socio-economic demographic once typical of traditional housing with value and lifestyle choices to provide an unmet housing need;

WHEREAS, the Town, in response to development trends, has planned for approximately 3,000 additional multifamily units over a 20-year period; however, the Town lacks zoning regulations and design standards to manage sustainable and quality growth;

WHEREAS, infill multifamily development has the opportunity to leverage existing public infrastructure, as this cost does not need to be underwritten; therefore, making it a major infill growth driver for future development cycles;

WHEREAS, multifamily development, in regard to design and amenities in the Town, is not comparable to multifamily products within the surrounding jurisdictions;

WHEREAS, the Town has received significant public input regarding recently completed multifamily projects through public outreach for planning projects, social media, and direct contact, in which the public has noted the following concerns:

- Parking
- Architectural design
- Open space/landscaping
- Building location and massing on the site
- Impacts on existing infrastructure

WHEREAS, building architecture, building technology and materials have changed significantly since 1999;

WHEREAS, one of Town Council's highest priorities is to complete and update the Design Standards;

WHEREAS, the Town released a Request for Proposals (RFP) on December 15, 2016, to hire a consultant to rewrite the Design Standards during 2017, and the Town desires to ensure that multifamily development approved during the 2017 rewrite of the Design Standards is of a high quality, without suspending the construction of multifamily within the Town;

WHEREAS, the Town adopted Ordinance No. 3.231.2 on June 2, 2014, amending Section 13.06.070 to reduce required landscaping for multifamily developments from 45% of the project area to 35% of the project area. The Town has determined that 35% is not an adequate amount of landscaping for multifamily developments;

WHEREAS, the Planning Commission reviewed the proposed amendments to the Land Development Ordinance contained herein on January 12, 2017, and recommended approval to the Town Council; and

WHEREAS, the Town Council finds and determines such legislation is immediately necessary for the reasons contained within these Recitals.

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

**Section 1.** Section 13.06.020 of the Parker Municipal Code is amended thereto by the addition of a new Subsection (c), which is to read as provided below, and existing Subsection (c) is re-lettered Subsection (d), existing Subsection (d) is re-lettered Subsection (e), existing Subsection (e) is re-lettered Subsection (f), existing Subsection (f) is re-lettered Subsection (g), existing Subsection (g) is re-lettered Subsection (h), and existing Subsection (h) is re-lettered Subsection (i):

**13.06.020 General requirements.**

\* \* \*

(c) All site plans for multiple-family development will require ~~an approved~~ **the preparation of a** Condominium Unit Map as described in **Section Subparagraphs 13.10.230(f)(1), (2), and (4) through (14) (the “Initial Condominium Unit Map”)**. **A The Initial** Condominium Unit Map **may shall** be submitted simultaneously with the proposed site plan ~~upon approval of the Planning Director. In such cases, approval of the site plan application may be made conditional upon the final approval of the Condominium Unit Map. The property owner may, following the approval of a site plan for a multiple-family development, convert the Initial Condominium Unit Map into a Condominium Unit Map that will allow for the sale of individual units upon compliance with Section 13.10.230, as amended Condominium Unit Map shall not be interpreted as a requirement to sell units individually.~~

**Section 2.** Paragraph 13.06.070(l)(3) of the Parker Municipal Code is amended to read as follows:

**13.06.070 Landscape regulations**

\* \* \*

(l) Minimum site landscaping standards.

\* \* \*

(3) No multiple-family development shall allocate less than ~~thirty~~ forty-five percent (~~45~~35%) of the developed area for landscaping, except for development in the Historic Center and Pikes Peak Center, which are subject to the provisions contained within the Greater Downtown District standards and guidelines. Development within the Town Center and Twenty Mile Center may count public plazas in the calculation.

**Section 3.** Subsection 13.10.200(a) of the Parker Municipal Code is amended to read as follows:

**13.10.200 Town of Parker Architectural and Design Standards for Commercial, Industrial and Multiple-Family Projects.**

(a) Adoption of Design Standards by reference. The Town of Parker Architectural and Design Standards for Commercial, Industrial and Multiple-Family Projects, dated October 8, 1999, and last amended on ~~July 21, 2008~~ January 17, 2017 ("Design Standards"), and prepared by the Town, are hereby adopted by reference as if set forth herein. Copies of the Design Standards are on file with the Planning Department, may be inspected by any person and are available for sale between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_,  
2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**Community Development Department Memorandum  
Development Review Division**

**To:** Town of Parker Planning Commission  
**From:** Bryce Matthews, Planning Manager *BM*  
**Through:** Jason Rogers, Deputy Community Development Director  
**Date:** January 12, 2017  
**Regarding:** Public Meeting:  
**ORDINANCE 3.326 – A Bill for an Ordinance to Amend Sections 13.06.020, 13.06.070 and 13.10.200 of the Parker Municipal Code to Address Development Impacts and Development Standards as They Relate to Multiple-Family Uses Within the Town of Parker**

**Section I.  
Subject & Proposal:**

**Location:** Town wide  
**Applicant:** Town of Parker  
**Proposal:** The Town proposes to amend Sections 13.06.020, 13.06.070 and 13.10.200 of the Parker Municipal Code regarding development standards relating to multi-family residential housing. The proposed interim revisions to the Commercial, Industrial and Multi-Family Residential Design Standards will ensure that new multi-family residential development is contextual and reconciles with existing neighborhood characteristics, incorporates high quality design/materials and promotes the public health, safety and welfare through attractive, safe and well-designed development.

**Section II.  
Background:**

**History:** Parker has experienced increased growth and development arising from the strong regional economy, population growth and an improved housing market since the great recession ended in 2009-10. As part of this trend, the Town has undergone a significant increase in multi-family residential development activity since 2014.

For example, there are currently an estimated 1,998 multi-family residential units in the development pipeline under active construction or with a pending land use application. This represents the majority of current residential development activity in the Town. Planned build out of the community over the next 25+ years could include around 3,000 more multifamily units. The trend raises concerns about appropriate architecture/urban design, maintaining community character and the promotion of high quality development.

The Town has received significant public input regarding recently approved and completed projects through public outreach for other planning projects, social media and direct contact in which the public has noted the following concerns:

- Parking
- Architectural design
- Open space/landscaping
- Building location and massing on the site
- Impacts on existing infrastructure

The Town of Parker released a Request for Proposals (RFP) to hire a consultant to update the Town Design Standards; the process will take approximately 8 months. These code amendments intend to establish interim code improvements that respond to these public concerns.

### **Section III.**

#### **Analysis:**

For 2016, the Town has issued building permits for 390 multi-family residential units, grading permit(s) for 294 multi-family residential units and has 444 multi-family residential units in site plan review through December 1, 2016. The trend of strong multi-family residential growth will continue in 2017 and the Town desires to ensure that future multi-family residential development is of a high quality and maintains community character without suspending the construction of such uses within the community.

The proposed amendments include:

Section 13.06.020 General Requirements: The proposed amendment will require a Condominium Unit Map for all multi-family residential development. The Town does not control whether units are rented or sold; however, an established Condominium Unit Map allows an owner to convert rental units to for-sale units. This does not require the owner to sell the units.

Section 13.06.070 Landscape Regulations: In 2014, the Town amended this section to reduce the required landscaping for multi-family developments from 45% to 35%. The Town proposed amendment would increase the required multi-family landscaping back to 45% to ensure adequate on-site landscaping for multi-family projects.

Commercial, Industrial and Multi-family Residential Design Standards Update: The proposed amendments to the Design Standards for multi-family residential development are as follows:

- Describe the desired height of multi-family residential adjacent to single-family residential to transition massing
- Use public/private roads to break up the ‘complex’ into walkable blocks
- Use open space and parking to break up and reduce monotony of design
- Locate parking interior to the site
- Require a variation in building types and designs within a complex, similar to our requirement for variations of single-family homes along a street
- Require horizontal variations on the façade
- Set a standard for the amount of masonry and a maximum limit for the amount of EIFS and stucco
- Establish a minimum of three colors for each building
- Update the Neighborhood Centers section of the Design Standards to align with the current Master Plan
- Update the Community Centers section of the Design Standards to align with the current Master Plan
- Change Regional Centers (old Master Plan) to Highway Commercial Centers and align with the desired outcomes from the current Master Plan.

**Section IV.  
Recommendation:**

Staff recommends that the Planning Commission recommend that the Town Council approve Ordinance No. 3.326 amending the Land Development Ordinance regarding multi-family landscaping requirements, Condominium Unit Maps and the Commercial, Industrial and Multi-Family Residential Design Standards.

**Section V  
Attachments:**

1. Ordinance No. 3.326
2. Blackline of proposed amendments to the Commercial, Industrial and Multi-family Residential Design Standards

**Section VI.  
Proposed Motion(s):**

*“I move that the Planning Commission recommend Town Council approve Ordinance No. 3.326 amending the Land Development Ordinance regarding the multi-family landscaping requirements, Condominium Unit Maps and the Commercial, Industrial and Multi-Family Design Standards.”*

ORDINANCE NO. 3.326, Series of 2017

**TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.06.020, 13.06.070 AND 13.10.200 OF THE PARKER MUNICIPAL CODE TO ADDRESS DEVELOPMENT IMPACTS AND DEVELOPMENT STANDARDS AS THEY RELATE TO MULTIPLE-FAMILY USES WITHIN THE TOWN OF PARKER**

WHEREAS, the Town Council of the Town of Parker approved Resolution No. 12-106, Series of 2012, to adopt the Town of Parker 2035 Master Plan (the "Master Plan");

WHEREAS, the Master Plan, Chapter 7: Community Appearance and Design, establishes the following goals:

*1. Preserve and protect the quality of life within our existing residential neighborhoods.*

*1.A. When reviewing development proposals adjacent to and within existing neighborhoods, ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.*

*2. Housing in all forms will be constructed of high quality materials and designed to create safe and attractive neighborhoods. Special attention shall be given to building massing, form and variation to prevent the repetition of similar homes or building complexes.*

WHEREAS, the Master Plan, Chapter 8: Housing and Neighborhoods, establishes the following goal:

*5. Increase the homeownership rate with an emphasis on creating opportunities for all income levels.*

WHEREAS, the Town Council adopted the Town of Parker Architectural and Design Standards for Commercial, Industrial and Multi-Family Projects (the "Design Standards") on November 1, 1999;

WHEREAS, the Town Council adopted minor updates to the Design Standards on September, 22, 2003, June 16, 2008, and April 17, 2015;

WHEREAS, the Town of Parker has more than doubled in population and has changed significantly since 1999, when the Commercial, Industrial and Multifamily Residential Design Standards were originally adopted;

WHEREAS, the Town has currently seen a significant increase in multifamily construction with building permits for 390 multifamily units, a grading permit for 294 multifamily units, and 444 multifamily dwelling units in site plan review through December 1, 2016. This rate of multifamily construction is outpacing the number of single-family units being constructed;

WHEREAS, the Town has received multiple inquiries related to the development of multifamily uses;

WHEREAS, the current and foreseeable development trend recognizes a shift in the market for new houses, and multifamily development in the Town is targeting significant build out to attract the socio-economic demographic once typical of traditional housing with value and lifestyle choices to provide an unmet housing need;

WHEREAS, the Town, in response to development trends, has planned for approximately 3,000 additional multifamily units over a 20-year period; however, the Town lacks zoning regulations and design standards to manage sustainable and quality growth;

WHEREAS, infill multifamily development has the opportunity to leverage existing public infrastructure, as this cost does not need to be underwritten; therefore, making it a major infill growth driver for future development cycles;

WHEREAS, multifamily development, in regard to design and amenities in the Town, is not comparable to multifamily products within the surrounding jurisdictions;

WHEREAS, the Town has received significant public input regarding recently completed multifamily projects through public outreach for planning projects, social media, and direct contact, in which the public has noted the following concerns:

- Parking
- Architectural design
- Open space/landscaping
- Building location and massing on the site
- Impacts on existing infrastructure

WHEREAS, building architecture, building technology and materials have changed significantly since 1999;

WHEREAS, one of Town Council's highest priorities is to complete and update the Design Standards;

WHEREAS, the Town released a Request for Proposals (RFP) on December 15, 2016, to hire a consultant to rewrite the Design Standards during 2017, and the Town desires to ensure that multifamily development approved during the 2017 rewrite of the Design Standards is of a high quality, without suspending the construction of multifamily within the Town;

WHEREAS, the Town adopted Ordinance No. 3.231.2 on June 2, 2014, amending Section 13.06.070 to reduce required landscaping for multifamily developments from 45% of the project area to 35% of the project area. The Town has determined that 35% is not an adequate amount of landscaping for multifamily developments;

WHEREAS, the Planning Commission reviewed the proposed amendments to the Land Development Ordinance contained herein on January 12, 2017, and recommended approval to the Town Council; and

WHEREAS, the Town Council finds and determines such legislation is immediately necessary for the reasons contained within these Recitals.

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

**Section 1.** Section 13.06.020 of the Parker Municipal Code is amended thereto by the addition of a new Subsection (c), which is to read as provided below, and existing Subsection (c) is re-lettered Subsection (d), existing Subsection (d) is re-lettered Subsection (e), existing Subsection (e) is re-lettered Subsection (f), existing Subsection (f) is re-lettered Subsection (g), existing Subsection (g) is re-lettered Subsection (h), and existing Subsection (h) is re-lettered Subsection (i):

**13.06.020 General requirements.**

\* \* \*

**(c) All site plans for multiple-family development will require an approved Condominium Unit Map as described in Section 13.10.230. A Condominium Unit Map may be submitted simultaneously with the proposed site plan upon approval of the Planning Director. In such cases, approval of the site plan application may be made conditional upon the final approval of the Condominium Unit Map. The Condominium Unit Map shall not be interpreted as a requirement to sell units individually.**

**Section 2.** Paragraph 13.06.070(1)(3) of the Parker Municipal Code is amended to read as follows:

**13.06.070 Landscape regulations**

\* \* \*

(l) Minimum site landscaping standards.

\* \* \*

(3) No multiple-family development shall allocate less than ~~thirty~~ **forty-five** percent (~~45~~**35**%) of the developed area for landscaping, except for development in the Historic Center and Pikes Peak Center, which are subject

to the provisions contained within the Greater Downtown District standards and guidelines. Development within the Town Center and Twenty Mile Center may count public plazas in the calculation.

**Section 3.** Subsection 13.10.200(a) of the Parker Municipal Code is amended to read as follows:

**13.10.200 Town of Parker Architectural and Design Standards for Commercial, Industrial and Multiple-Family Projects.**

(a) Adoption of Design Standards by reference. The Town of Parker Architectural and Design Standards for Commercial, Industrial and Multiple-Family Projects, dated October 8, 1999, and last amended on ~~July 21, 2008~~ **January 17, 2017** ("Design Standards"), and prepared by the Town, are hereby adopted by reference as if set forth herein. Copies of the Design Standards are on file with the Planning Department, may be inspected by any person and are available for sale between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

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

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_,  
2017.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**PROPOSED CHANGES TO  
COMMERCIAL, INDUSTRIAL AND MULTIFAMILY RESIDENTIAL DESIGN STANDARDS  
JANUARY 3, 2016**

**I. INTRODUCTION**

**Relationship of the Design Standards to Other Planning Documents**

These Design Standards are in addition to the standards and requirements identified in the Land Development Code except for those properties located within the Greater Downtown District Historic Center and Pikes Peak Center as described in Section 13.04.110. New developments, alterations to existing structures and changes of use shall require that the properties be in compliance with the Land Development Code and the Commercial, Industrial and Multifamily Design Standards. Modification of an existing building or change of use in an existing building shall be reviewed in accordance with section 13.04.230 Nonconforming Situations as stated in the Land Development Code or as may be amended from time to time. While these standards are intended to be consistent with the Land Development Code there may be occurrences where there is a conflict between the two documents. In the event that a conflict is discovered, the stricter of the two standards shall apply.

**V. MULTI-FAMILY RESIDENTIAL**

V.1.A. Adjacent Sensitivity

- 1) New multifamily buildings adjacent to existing single-family residential uses shall not exceed 30 feet in height and 2 ½ stories. The height of a multifamily building may exceed 30 feet and 2 ½ stories in the event at least one foot of setback for every foot of building height from the shared property line, with a minimum setback of 50 feet.
- 1)2) Buildings on sites adjacent to stream corridors and wetland areas shall be set back a minimum of 20 feet from the edge of the 100 year floodplain as shown on the most current FEMA map or from the edge of wetlands as shown on the most current Corps of Engineers map.
- 2)3) The design of site improvements shall minimize cut-and-fill in order to preserve the general character of the existing terrain and to minimize drastic differences between adjacent developed and undeveloped sites.
- 3)4) Development sites adjacent to open space and/or recreational areas shall limit the height of retaining walls to 4'-0". Terraced walls landscaped with live plantings between walls shall be permitted.
- 4)5) Development sites that include visually significant ridgelines shall limit the extent of building on top of the ridgeline, or rooflines that protrude above the ridgeline to 20 percent of the total length of the ridgeline within the property boundaries. Visually significant ridgelines are the top 25% of a natural topographic ridge that rises at least 50' above the adjacent land over a distance of 150' or less.
- 6) Where the development seeks to deviate from the standards above, the development shall comply with the use by special review process outlined in Title 13 of the Municipal Code.

#### V.1.B. Site Development

Intent: Organize multifamily residential developments to create a sense of place and neighborhood.

- ~~1) Structures, open space, and parking areas shall be grouped or clustered to avoid the monotony of continuous rows of building walls, and to allow visual access into the development~~

#### V.1.CB. Building Location and Orientation Site Planning

Intent: Orientation of buildings in multifamily developments shall reduce and minimize their apparent visual mass from adjacent single-family neighborhoods and minimize exposure to adjacent commercial or industrial areas.

- 1) Development shall provide walkable block lengths that range from 400 feet to 660 feet.**
- 2) Development shall connect streets, pathways, and trails to the larger public street network and Town open space system.**
- 3) Structures, open space, and parking areas shall be grouped or clustered to avoid the monotony of continuous rows of building walls, and to allow visual access into the development.**
- ~~1)4) In order to provide visual interest within projects, buildings shall be sited at slightly varying angles, and not lined up on minimum setbacks and/or parallel to one another or to roadways or parcel boundaries. Nor shall they be sited end-to-end, creating visual "alleys" within a project. See Figure 5.1.~~
- ~~2)5) Standards V1.B.1 and through V.1.CB.14 can be waived if a project demonstrates the key principles of a new urbanist development, including a compact, pedestrian-oriented neighborhood, with clearly defined and centrally located useable public spaces, a grid or modified grid street pattern, and building entrances fronting streets. See Figure 5.2.~~
- ~~3)6) Buildings shall be oriented in a more perpendicular than parallel fashion to adjacent single family homes and commercial or industrial areas.~~
- ~~4)7) Where parallel orientation is necessary, building setbacks shall be increased one foot for every foot of building height.~~

#### V.1.DC Pedestrian Access

*(No change to text)*

#### V.1.ED Vehicular Access and Parking Layout

Intent: Create an automobile circulation system that provides for safe and efficient movement within and between multifamily properties. See Figure 5.4.

- 1) Surface parking lots shall be located internal to the site and to the side and/or to the rear of buildings with appropriate landscaping and screening in the perimeter setback. The Planning Director may approve parking adjacent to the public right of way (between the building and the public right of way) where a minimum of the following are met:**

- a. The site shape, topography or existing easements create a hardship upon the ability to locate parking to the side or rear
  - b. The site design includes enhanced landscaping and screening between the parking lot and the public street
  - c. The site design includes improved pedestrian access across the parking lot connecting the street with the buildings
- 2) Parking shall not be located adjacent to open space unless it is public parking intended to provide access for residents and non-residents to the facility. The Planning Director may approve parking adjacent to open space and parks where there is an identified public benefit or it improves site plan design including but not limited to:
- a. The site shape, topography or existing easements foreclose upon the ability to locate parking to the side or rear
  - b. The site design includes enhanced landscaping and screening between the parking lot and the public street
  - c. The site design includes improved pedestrian access across the parking lot connecting the street with the buildings
- 1)3) All multifamily development shall provide internal automobile connections to adjoining local or collector streets.
- 2)4) Multifamily development sites between 5 and 15 acres shall include a minimum of one public street or private drive, with detached sidewalks and tree lawns, that is continuous through the site, and connects to a public street on both ends (referred to as a through-access drive).
- 3)5) Multifamily development sites greater than 15 acres shall include a minimum of two through-access drives.
- 4)6) Through access drives shall be consistent with, and aligned with, local streets in adjacent existing development areas.
- 5)7) Landscaped parking courts, loop streets, and innovative street designs shall be encouraged to ensure privacy, safety, and visual diversity

#### V.2.A Mass and Scale

Intent: Multifamily buildings shall maintain a scale appropriate to surroundings. See Figure 5.7.

- 1) If a building is three-stories or more, it shall incorporate a base, middle, and cap to further articulate mass and scale. Building materials from V.2.B.2.a through i shall be applied to distinctly distinguish the base, middle, and cap.
- 1)2) Building mass shall be suitable relative to both lot size and setbacks, and may require “stepped-back” designs that place greater height and mass away from the street. Height may also be stepped down adjacent to single-family homes to provide a visual transition.
- 2)3) The mass of buildings shall be broken down up to reduce the apparent scale, provide visual interest and depth, and achieve a more articulated form.
- 3)4) Building designs should incorporate visually heavier and more massive elements at their base, and lighter elements above these components. A second story, for example, ~~should~~ shall not appear heavier or demonstrate greater mass than that portion of the building supporting it.

V.2.B Architectural Elements and Articulation

Intent: Create an image of high quality multifamily residential development with a sense of neighborhood.

- 1) Multifamily development shall incorporate building variations to create distinct buildings and/or enhance architectural designs. Based on the number of buildings in the development, sites shall be in accordance with the table below. Distinct building design shall be defined as incorporating the mandatory treatments and a minimum of 5 different treatments from V.2.B.2.a through i, for each building. Similar buildings of the same design in different configurations does not meet the definition.

<u>Building Design Variations</u>	
<u>Number of Buildings in Development</u>	<u>Minimum number of Building Variations</u>
<u>1</u>	<u>1</u>
<u>2-4</u>	<u>2</u>
<u>5-8</u>	<u>3</u>
<u>9 or more</u>	<u>1 per every 3 buildings</u>

- 1)2) Building fronts façades are encouraged to include articulation such as bays, insets, or porches or stoops related to entrances and windows shall incorporate the following to distinctly articulate elevations: See Figure 5-8
- a. Balconies
  - b. Bay or box windows with a minimum 12-inch projection from the façade plane
  - c. Porches or covered entries or ground-level arcades
  - d. Dormers
  - e. Variation in materials (mandatory)(see V.2.C. for more information)
  - f. Variation in colors (mandatory)(see V.2.D. for more information)
  - g. Variation in roof forms (mandatory)(see V.2.E. for more information)
  - h. Variation in window size and shapes (mandatory)
  - i. Window and door trim and moldings
  - j. Architectural lighting
  - k. Three-dimensional cornice treatments or Eaves with exposed rafter or a minimum six-inch projection from the façade plane (mandatory)
  - l. Reveals
  - m. Architectural banding
  - n. Vertical architectural treatment (a minimum of 6 inches in width)
  - o. Art work or bas relief
  - p. Other facade treatments as agreed to by the Community Development Director.
- 3) Where the development seeks an innovative or iconic design that deviates from the standards above, the development shall comply with the use by special review process outlined in Title 13 of the Municipal Code.
- 2)4) Encourage façade articulation and articulation elements through changes in building volume, recesses, building breaks, changes in wall planes horizontally and vertically to

avoid long, monotonous walls. For structures 3 floors or less, facades greater than 25 feet in length, measured horizontally, shall incorporate projections or recesses a depth of x feet for at least 20 percent of the façade length. For structures 4 floors or greater, facades greater than 50 feet in length, measured horizontally, shall incorporate projections or recesses a depth of x feet for at least 20 percent of the façade length.

#### V.2.C Building Materials

Intent: Building materials shall present an image of high quality and permanence.

- 1) All multifamily developments shall be constructed with exterior building materials and finishes that are of high quality, permanence and durability, such as, but not limited to: natural wood, Masonite and shingle siding, other types of wood siding, stucco, brick, stone, and water managed EIFS.
- 2) **Masonry**
  - a. **Three-stories and less:**
    - i. A minimum of 75% of the first floor siding must be masonry on the first floor
    - ii. Upper floors shall have a minimum of 50% the siding be masonry
  - b. **Four-stories and more**
    - i. A minimum of 50% of the siding must be masonry on the first floor
    - ii. Upper floors shall include masonry elements, columns or features that extend the full height of the building.
- 3) **Stucco or water managed EIFS:**
  - a. Shall not be visible on elevations that front a public street.
  - b. Shall not exceed 25 percent of the exterior buildings materials on buildings three-stories or less.
  - c. Shall not be located on the ground floor facades.
  - d. If the development is three-stories or less, stucco or water managed EIFS shall not be located on the first two floor facades.
  - e. If the development is three stories or more, stucco or water managed EIFS may be applied to second floor or above in combination with a masonry material.
- 2)4) Exterior building materials shall not include the following: rough sawn or board and batten wood, smooth-faced or gray concrete block, painted concrete block, tilt-up concrete panels, field painted or pre-finished standard corrugated metal siding, or standard single or double tee concrete systems.
- 3)5) Predominant roof materials shall be high quality, durable materials such as, but not limited to: wood shake shingles and clay or concrete tiles. Other materials, such as composition wood and asphalt shingles and standing-seam metal roofs, will be considered on a case-by-case basis.
- 4)6) Applicants are required to submit a sample material board.
- 7) Where the development seeks to deviate from the standards outlined in V.2.C.1 through V2.C.3, the development shall comply with the entitlement process outlined in Title 13 of the Municipal Code.

V.2.D Colors Intent: Exterior colors shall be aesthetically pleasing and compatible colors with nearby structures

- 1) **The applicant shall apply a minimum of 3 colors to each building elevation.**
- 1)2) Intense, bright, black, or fluorescent colors shall not be used as the predominate color on any wall or roof of any primary or accessory structure.
- 3) **Colors shall be used to create a visually interesting and creative façade that serves as a focal feature for the building. Colors found in the natural terrestrial environment (beige, brown, tan, etc.) are encouraged to be used as an accent color to highlight main architectural features or the predominant color scheme on the building.**
- 2)4) Applicants are required to submit a sample color palette board.

## VI. NEIGHBORHOOD CENTERS

A Neighborhood Center **is described in the Parker 2035 Master Plan as follows:**

**Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store.**

**Other compatible uses such as small offices, recreational uses and restaurants are also permitted.**

**Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Neighborhood Center should range from 50,000 to 250,000 square feet combined.**

**Higher density residential is appropriate in these Centers as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services. Massing and scale of higher density residential development shall respect the scale and massing of adjoining land uses and shall reflect an integrated neighborhood feel. Typical garden style apartment designs are not appropriate.**

is a concentration of commercial and service uses that serve adjacent neighborhoods. Neighborhood Centers are located at key intersections throughout Town and are conveniently located to serve pedestrians and bicyclists, as shown in Figure 6.1. Therefore, the Neighborhood Center standards have more stringent pedestrian requirements, with more street-oriented building provisions than the auto-oriented Community and Regional Centers. These sites are not appropriate for businesses serving regional users. Neighborhood Centers are located at the following intersections:

- Mainstreet at Jordan Road
- ~~Mainstreet at Dransfeldt~~ **Mainstreet and Chambers Road**
- Lincoln Avenue at Jordan Road
- **Lincoln Avenue and Pine Drive**
- Hess Road at Parker Road
- **Hess Road and Motsenbocker**
- **Pine Drive and Lincoln Avenue**

- Hess Road at Jordan Road
- Heirloom Parkway and Chambers Road
- Stroh Road and Motsenbocker Road
- Stroh Road and Chambers Road
- North Pinery Parkway and Bayou Gulch Boulevard

### Goals and Objectives

The primary goals for these areas are to:

- Encourage the concentration of appropriately pedestrian-scaled developments that conveniently serve shopping and service needs for adjacent neighborhoods.
- ~~Discourage regionally-scaled developments whose traffic volumes and services will not fit well in these locales.~~
- Promote safe and efficient pedestrian access for surrounding neighbors to and between sites.
- ~~Encourage a lower density and building height than is allowed in Community Centers.~~

### General Provisions

- 1) Convenient pedestrian and bicycle access shall be provided to all Neighborhood Centers.
- 2) A maximum of 25 percent of parking shall be located between the primary structure and the primary access road to create a pedestrian oriented environment.
- 3) Developments shall be encouraged to provide a patio or seating area, or a pedestrian plaza with benches and flowerbeds. All developments are required to provide trash receptacles and bicycle racks.
- 4) Significant entry features shall be provided, including but not limited to, landscaping, public art, notable architectural features and distinctive signage.
- 5) All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials such as pavers, bricks, or scored, colored concrete to enhance pedestrian safety and comfort, as well as the attractiveness of the walkways.
- 6) Each point at which the system of sidewalks crosses a parking lot or street shall be clearly marked through a change in paving materials, height, texture, or distinctive colors.
- 7) Each site shall provide at least two of the following: a water feature, clock tower, public art, natural feature or other deliberately shaped focal point

## VII. COMMUNITY CENTERS

A Community Center is described in the Parker 2035 Master Plan as follows:

*Community Centers are areas that are larger than Neighborhood Centers and have a larger market area, serving multiple neighborhoods. Typical uses within Community Centers include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office*

**components within an entire Community Center should range from 250,000 to 500,000 square feet combined.**

is a concentration of multi-neighborhood scale commercial uses that serves the needs of several neighborhoods. The intensity of uses are generally higher than those found in a Neighborhood Center. Community Centers are located at major crossroads within Town and are visual focal points which provide ties between various distinct districts within Town, as shown in Figure 7.1. Community Centers are located at the following intersections:

- ~~Mainstreet at Parker Road~~ **Hess Road and Chambers Road**
- ~~Lincoln Avenue at Parker Road~~ **North Pinery Parkway and J. Morgan Boulevard**
- Stroh Road at Parker Road
- ~~Hilltop at Parker Road~~

### **Goals and Objectives**

The primary goals for these areas are to:

- Emphasize important focal points between neighborhoods.
- Encourage the concentration of appropriately scaled developments that serve multiple neighborhoods while avoiding strip development patterns.
- Encourage the development of businesses that provide a variety of products and services that will benefit the local community and neighborhoods.
- Promote safe and efficient pedestrian and bicycle access for surrounding neighbors to and between sites.
- ~~Encourage a lower density and building height than is allowed in~~
- ~~Regional Centers, but a greater density and building height than is allowed in Neighborhood Centers~~

### **General Provisions**

- 1) Building heights shall relate to preserving views of the mountains to the west.
- 2) Significant entry features shall be provided, including but not limited to, landscaping, **public art, notable architectural features** and **distinctive** signage.
- 3) Distinctive landscaped areas **and gateway features** shall be provided at project entries and at intersections of public streets adjacent to the project. Landscaping in these areas shall consist of plant specimens having a high degree of visual interest during all seasons. A mixture of shrubs, ornamental trees, flowers, and/or ground cover around sign bases, and at curb returns near site entrances shall be planted.
- 4) Each site shall provide at least two of the following: a water feature, clock tower, public art, natural feature or other deliberately shaped focal point.

### **VIII. REGIONAL HIGHWAY COMMERCIAL CENTERS**

A Regional Center **Highway Commercial Center** is described in the Parker 2035 Master Plan as follows:

Located at major intersections along E-470 these Centers overlay other Character Areas and the land uses may also focus on the demands of the traveling public and the needs of residents returning to or leaving Parker. Appropriate uses in these areas include those of the underlying Character Areas, but also contemplate uses such as convenience retail with gas stations and hotels.

is a concentration of commercial uses that serve the wider regional community and attracts regional interest to Parker. Regional **Highway Commercial** Centers are located at key entryways into the Town and are visual focal points which provide ties between the Town and the surrounding region, as shown in Figure 8.1. Regional Centers are located at the following intersections:

- E-470 at Parker Road **Chambers Road**
- E-470 at Jordan Road

### Goals and Objectives

The primary goals for these areas are to:

- Encourage development of businesses, **including highway oriented businesses** that provide a variety of products and services that will benefit the local community, **travelers** and surrounding region.
- ~~Create a visible skyline to differentiate Regional Centers as more significant activity areas than surrounding areas.~~
- Preserve views to and from Regional **Highway Commercial** Centers and major thoroughfares.
- Promote safe and efficient vehicular access within and between sites.
- ~~Encourage greater density and building height than is allowed in Community Centers.~~

### General Provisions

- 1) ~~Building height or density on the fringe of the Center shall step down in order to create transitions to surrounding areas.~~
- 2) Buildings taller than four stories located within 100 feet of the E-470 multi-use easement and visible from E-470 shall have their tallest portion oriented so that the long axis is perpendicular to E-470.
- 3) A higher intensity of landscaping shall be provided than is required for other Centers.
- 4) Pedestrian and bicycle access to adjacent public right-of-way shall be provided to connect pedestrians and cyclists to the regional trail corridor within the E-470 multi-use easement.
- 5) Significant entry features shall be included. Examples include but are not limited to, **distinctive** landscaping and signage, fountains, decorative walls, public art, etc.
- 6) Set-aside areas for public use or public amenities shall be provided to create a central focal point **where appropriate**.
- 7) Each site shall provide at least two of the following: a water feature, clock tower, public art, natural feature or other deliberately shaped focal point.