TOWN OF PARKER COUNCIL AGENDA
FEBRUARY 6, 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**
   - **Pikes Peak Court Extension Project Award**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **DOWNTOWN BUSINESS ALLIANCE UPDATES (First Meeting of Month)**

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

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

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

   A. APPROVAL OF MINUTES
   January 3, 2017

   B. FIRST AMENDMENT TO DOMINOE PROPERTY ANNEXATION AGREEMENT
   Department: Community Development, Ryan McGee

   C. ORDINANCE NO. 3.147.6 – First Reading
   A Bill for an Ordinance to Amend Section 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards
   Department: Community Development, Carolyn Parkinson
   Second Reading: February 21, 2017

D. ORDINANCE NO. 1.495 – First Reading
A Bill for an Ordinance Vacating a Portion of South Tallman Drive Located Within Pine Bluffs Filing No. 2

Department: Engineering, Alex Mestdagh
Second Reading: February 21, 2017

E. ORDINANCE NO. 9.263 – First Reading
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the County of Douglas for a Shared Conduit License Agreement

Department: Engineering, Chris Hudson
Second Reading: February 21, 2017

F. ORDINANCE No. 1.493.2 – 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
Finance, Rhonda Willey
Second Reading: February 21, 2017

G. RESOLUTION NO. 17-010
A Resolution Accepting the Conveyance of a Drainage Easement from Dominoe Properties, LLC, for a Portion of Lot 1, Dominoe Minor Development Plat, Town of Parker, County of Douglas, State of Colorado

Department: Engineering, Alex Mestdagh

H. CONTRACTS ABOVE $100,000

(1) 2017 Cab and Chassis
Amount: $271,746.00
Contractor: McCandless Truck Center LLC
Department: Finance, Traci Gorman

(2) 2017 Snow Removal Equipment and Dump Body
Amount: $225,342.00
Contractor: Kois Brothers Equipment Company, Inc.
Department: Finance, Traci Gorman

(3) 2017 F150 Trucks and Police Vehicles
Amount: $169,878.00
Contractor: Spradley Barr Ford Lincoln of Greeley
Department: Finance, Traci Gorman

(4) 2017 F350 and F550 Trucks
Amount: $177,239.00
Contractor: Korf Continental
Department: Finance, Traci Gorman

(5) 2017 Equipment Upfitting
Amount: $111,671.80
Contractor: LAWS
Department: Finance, Traci Gorman

I. PROCLAMATION – National Catholic Schools Week – January 29 – February 4, 2017
Department: Town Council

8. **TOWN ADMINISTRATOR**
- **Reports**

9. **PUBLIC HEARINGS**

A. ORDINANCE NO. 1.493.1 Second 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
Finance, Rhonda Willey

B. LOT 1 OLDE TOWN AT PARKER FILING 1A, 1ST AMENDMENT – Use by Special Review
Applicant: Canine Country Club, Kristen Hjelm
Location: 17002 Mainstreet, Unit K
Department: Community Development, Ryan McGee

10. **ORDINANCE NO. 4.111.1 – Second Reading (Postponed from 10/3/16)**
A Bill for an Ordinance to Amend Section 11.17.20 of the Parker Municipal Code Concerning Growing Medical Marijuana
Department: Town Attorney, Jim Maloney

11. **ORDINANCE NO. 4.111.2 – Second Reading (Postponed from 10/3/16)**
A Bill for an Ordinance to Amend Section 11.18.20 of the Parker Municipal Code concerning Growing Marijuana for Personal Use
Department: Town Attorney, Jim Maloney

12. **ORDINANCE NO. 5.68.3 – Second Reading**
A Bill for an Ordinance Amending Chapter 6.01 of the Town of Parker Municipal Code Concerning Chronic Nuisance Property
Department: Police, Doreen Jokerst

13. **ORDINANCE NO. 9.261 – Second 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

14. **ORDINANCE NO. 9.262 – Second 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

15. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

February 6, 2017

"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)."

1. Right-of-Way for J. Morgan Blvd. south of Stroh Road

"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 13.06.050 of the Parker Municipal Code concerning vehicular access and circulation

3. Article XXIX of the Colorado Constitution and its application to home rule municipalities

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TOWN OF PARKER COUNCIL
MINUTES
JANUARY 17, 2017

Mayor Mike Waid called the meeting to order at 5:55 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were five (5) items. Under C.R.S § 24-6-402(4)(e) there was one item on South Metro Fire Rescue Authority cooperation agreement; 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 5.02.730 of the Parker Municipal Code, related to distance of liquor establishment to schools and the second was to receive legal advice on specific legal questions on Ordinance Nos. 4.111.1 and 4.111.2 concerning cultivation of marijuana; under C.R.S. § 24-6-402(4)(a) there were two items, the first was the Tap House property located on Mainstreet and the second was construction of Summerset Lane improvements.

EXECUTIVE SESSION
Josh Martin moved and Amy Holland seconded to go into Executive Session at 5:57 P.M. 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), 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.

Debbie Lewis moved and Josh Martin seconded to come out of the Executive Session at 6:51 P.M.

The motion was approved unanimously.

REGULAR MEETING
Mayor Waid reconvened the meeting at 7:12 P.M.

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

SPECIAL PRESENTATIONS – None

PARKER CHAMBER OF COMMERCE UPDATES
Dennis Houston, President and CEO of the Parker Area Chamber of Commerce, gave a quick review of 2016. Council received a written copy.

DOWNTOWN BUSINESS ALLIANCE UPDATES – None

PUBLIC COMMENTS

David Denslow, 10787 Vista Road.
Cheryl Poage, 20845 E. Sheffield Place

Diane Leavesley, 8924 Thunderbird Road
Duane Hietman, 18159 E. Mainstreet

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Debbie Lewis
Interviewed applicants for the Special Licensing Authority.

Renee Williams
1. Interviewed applicants for the Special Licensing Authority.
2. Attended the Douglas County Commissioners' swearing-in.

Joshua Rivero
Mentioned the Police Department posting yesterday regarding the cooperation between the police department and fire department. The fire house is a safe place for officers to go and fill out reports, etc.

Amy Holland
Attended the Douglas County Commissioners' swearing-in.

Mike Waid
1. Parker Recreation received recognition of being the best recreation department.
2. Attended the Metro Mayors' Caucus Retreat last Saturday at the Westin Hotel.
3. July 15 will be the second annual Mud Fest. The Mayor's team will raise money for the MS Society.
4. April 29 will be the 6th Annual Shave the Mayor for children's pediatric cancer.

CONSENT AGENDA

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

Amy Holland moved to approve Consent Agenda Items 7B through 7N and asked for a separate motion on the minutes.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve Consent Agenda Item 7A for the December 5, 2016 minutes.

Debbie Lewis seconded the motion.

The motion passed 5-0-1. (Holland abstained.)

Joshua Rivero moved to approve Consent Agenda Item 7A for the December 12, 2016 minutes.

Debbie Lewis seconded the motion.

The motion passed 5-0-1. (Holland abstained.)

Joshua Rivero moved to approve Consent Agenda Item 7A for the January 3, 2017 minutes.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

TOWN ADMINISTRATOR

- **Reports**

1. Randy Young advised that the recap of the 2016 Town Administrator's report was on line.
2. The ice trail at Discovery Park has been a success.
3. The historical restoration of The School House bottom floor is finished. The next phase will start in the next few weeks.

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

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. (A detailed report is available in the Planning Department.)

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.

Public Comment

The following individuals gave public comment:

- Tracy Hutchins, 5105 DTC Parkway, Greenwood Village, CO 80111
- Ron Mehl, Dominium Development, 11001 W. 120th Ave., Suite 400, Broomfield, CO 80021
- Artie Lehl, 4483 Juniper Ct., Larkspur, CO 80118
- Patrick Nook, 12941 N. 2nd St., Parker, CO
- Duane Heitman, 18159 E. Mainstreet, Parker, CO
- Mark Mullin, Kleibel, 200 California Street, Suite 300, San Francisco, CA
- Terry Dodd, 11450 Marlborough, Parker, CO

Public Comment was closed at 8:10 P.M.

Some of Town Council Comments:

- We do not want fully zoned 4-story next to a single family lot.
- Referring to re-annexation process, how does it impact what has occurred? It may require landscaping design layout; we don't have site plans for these projects and the design standards are changing.
- Construction defects is the issue. We are running short on inventory and space. If we continue to run short, we will not have land to build condos. If that date comes, we have the ability to address needs of condos into just the rental market.
- The condo map is key for Parker going forward.

Joshua Rivero moved to approve Ordinance No. 326 on second reading with the substitution of language that is contained in Proposed Changes to Commercial, Industrial and Multifamily Residential Design Standards, specifically Item V.l.A (1) to say, in order to transition structure heights between single family neighborhoods and multi-family neighborhoods, new multifamily buildings within 50 ft. of a property line (transition area) that is adjacent to existing single family residential uses shall not exceed 30 ft. in height and 2-1/2 stories and new multi-family

buildings not located within the 50 ft. transition area are subject to allowable height permitted within the applicable zone district.

Josh Martin seconded the motion.

The motion was approved 4-2. (Williams and Lewis voted no.)

The meeting was adjourned at 8:20 P.M.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

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ITEM NO: 7B
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: First Amendment to Dominoe Property Annexation Agreement

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

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

ISSUE:
The Town and the applicant, John Dominy, desire to amend the Dominoe Property Annexation Agreement regarding when right-of-way (ROW) dedications and financial contributions are due for Motsenbocker Road as they relate to this site.

PRIOR ACTION:
Town Council approved the annexation of the Dominoe Property on July 2, 2012 with Ordinance No. 3.294.

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The property is located on the north side of Motsenbocker Road and east of Todd Drive. The property was platted as one 7.43 acre lot and 0.07 acre tract dedicated to the Town as ROW for the widening of Motsenbocker Road.

The approved annexation was conditioned on a requirement to provide ROW for Motsenbocker Road widening and drainage improvements in the event of a change in use on the property.

The applicant is nearing completion of a Site Plan Amendment that does not change the land use on the property. The Site Plan Amendment consists of interior fenced areas for each of the landscape contractor tenants as well as tree, shrub and solid fence screening around the perimeter of the property. The amendment to the Annexation Agreement allows the applicant until February 6, 2017 to get approval of the current Site Plan Amendment. Site Plan Amendments, Replats or Rezoning applications submitted after February 6, 2017 will trigger the requirement for the property owner to pay for their proportionate share of the Motsenbocker Road widening project.

RECOMMENDATION:
Staff recommends Town Council approve the first amendment to the Dominoe Property Annexation Agreement.

PREPARED/REVIEWED BY:
Ryan McGee, Associate Planner; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director; James S. Maloney, Town Attorney

ATTACHMENTS:
Dominoe Annexation Agreement First Amendment

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

Attachment 1

FIRST AMENDMENT TO DOMINOE PROPERTY ANNEXATION AGREEMENT

THIS FIRST AMENDMENT is voluntarily made and entered into this _____ day of _____, 2017, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town") and Dominoe Properties, LLC, a Texas limited liability company, its successors and assigns (hereinafter referred to as the "Property Owner").

RECITALS:

A. The Town and the Property Owner entered into the Dominoe Property Annexation Agreement on July 16, 2012, which was recorded at Reception No. 2012057050 of the Douglas County Clerk and Recorder's Office (the "Agreement").

B. The Property Owner and the Town desire to enter into this First Amendment to the Agreement (the "First Amendment") in order to amend Paragraph 5 of the Agreement concerning the payment of the Motsenbocker Road contribution by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree to this First Amendment as follows:

1. Paragraph 5. of the Agreement is amended to provide as follows:

5. Motsenbocker Road Contribution and Easement Dedication/On-site Utilities.

(a) The Property Owner will be required to pay for their proportionate share of the future widening of Motsenbocker Road, as determined by the Town. The payment for the proportionate share must be received by the Town prior to any rezoning of the Property, the recordation of any future plat for the Property (excluding the Dominoe Minor Development Plat described in Paragraph 1(a)(v) of this Agreement) or approval of any site plan or the amendment thereto for the Property after February 6, 2017, whichever comes first. The Property Owner shall also provide all necessary easements as determined by the Town, including, but not limited to, slope, drainage and construction easements, for the future widening of Motsenbocker Road, upon thirty (30) days' written notice of the Town to the Property Owner.

(b) The Property Owner acknowledges and agrees that the use of the Property and the occupancy classification of any buildings located on the Property shall not be changed to a more intense use or occupancy classification until such time as all on-site utilities are placed underground as provided by Section 13.10.090 of the Parker Municipal Code, as amended.

2. The Town and the Property Owner acknowledge and agree that the Agreement has not been amended, except as provided in this First Amendment.

IN WITNESS WHEREOF the parties have signed this First Amendment as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

PROPERTY OWNER: DOMINOE PROPERTIES, LLC, a Texas limited liability company

By: _____
John Dominy, Owner

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John Dominy, as Owner, of Dominoe Properties, LLC, a Texas limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

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ITEM NO: 7C
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 3.147.6 – A Bill for an Ordinance to Amend Section 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(02/06/2017)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(02/21/2017)
☐	MOTION	☐	RESOLUTION	

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

ISSUE:
The Parker Land Development Ordinance (LDO) currently lacks any standards for new single-family residential development that address the impacts of large roads upon these neighborhoods. The purpose of the proposed LDO amendment is to establish buffer standards between large roads and new single-family housing that mitigate nuisance impacts such as excessive glare, noise, vibrations, smoke, etc. The amendment will also enhance community character, promote high-quality subdivision design, increase residential quality of life and prevent the creation of "fence canyons" having roads enclosed by fences without adequate landscaping and setbacks.

PRIOR ACTION:
Staff discussed the proposal to amend the LDO to incorporate residential buffers for new single-family residential development with Town Council at the October 17, 2016 Study Session and received direction to proceed.

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The Parker Land Development Ordinance (LDO) currently lacks a requirement for new single-family residential development to incorporate landscaped buffers between residential lots and large roads as discussed above.

The proposed LDO amendment requires new single-family residential development to provide a landscaped buffer between the back of residential lots and the adjacent right-of-way (ROW) for all highway, arterial and collector roadways. The guiding principle is that large roads create substantial impacts that should be mitigated and the required buffer therefore varies according to roadway width.

The proposed buffer is based on a percentage of the total ROW width for the adjacent roadway according to its classification in the Parker *Roadway Design and Construction Manual* (RDCM). The recommended buffers are shown in Schedule 13.7.030A below:

Schedule 13.07.030A
Roadway Buffering Standards

Road Classification	**Required Buffer between ROW and Back of Lot** Average is based on 50% of ROW Minimum is based on 40% of ROW ROW is based on the Roadway Design and Construction Criteria Manual.
Highway (E470 and Parker Road)	95 -ft average/75-ft minimum
Principal Arterial	85-ft average/68-ft minimum
Arterial	60-ft average/48-ft minimum
Major Collector	55-ft average/44-ft minimum
Residential Collector	35-ft average/28-ft minimum
Residential Boulevard	40-ft average/32-ft minimum

Average and minimum buffer requirements must be met.

The approved Annexation Agreements for Anthology North and Hess Ranch already include the requirement for a 100-foot wide buffer along both sides of Chambers Road and Crowfoot Valley Road. The proposed residential buffer standards are consistent with this pre-existing requirement. Further, the applicant for the pending Trails at Crowfoot project in Hess Ranch has worked with staff to design their subdivision such that it is consistent with the proposed residential buffer standards.

The design of the residential buffers would be required to comply with the existing landscaping standards found at Section 13.06.070 of the LDO.

RECOMMENDATION:
Staff recommends that the Town Council approve Ordinance No. 3.147.6 at first reading. On February 9, 2017, Planning Commission will make a recommendation to Town Council.

PREPARED/REVIEWED BY:
James S. Maloney, Town Attorney; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director

ATTACHMENTS:
Ordinance No. 3.147.6

RECOMMENDED MOTION:
"I move to approve Ordinance No. 3.147.6 on first reading and schedule second reading for February 21, 2017, as a part of the consent agenda."

ORDINANCE NO. 3.147.6, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 13.07.030 OF THE PARKER MUNICIPAL CODE CONCERNING RESIDENTIAL ROADWAY BUFFERING STANDARDS

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

Section 1. Section 13.07.030 of the Parker Municipal Code is amended by renumbering Paragraph (3) to (4), and the addition thereto of a new Paragraph (3) to read as follows:

13.07.030 Development standards.

* * *

(3) Residential roadway buffering standards.

a. The intent of this Subsection is to ensure adequate buffering for residential lots located adjacent to all highway (E470 and Parker Road), arterial and collector roadways, as described in the Roadway Design and Construction Criteria Manual.

b. Residential subdivisions shall provide a landscaped buffer between the back of residential lots and all highway, arterial and collector roadways.

c. Roadway buffers shall be landscaped according to the standards in Section 13.06.070 of this Code.

d. Buffering distances shall be determined according to Schedule 13.07.030A.

Schedule 13.07.030A

Roadway Buffering Standards

Road Classification	Required Buffer between right-of-way and back of lot* Average is based on fifty percent (50%) of right-of-way Minimum is based on forty percent (40%) of right-of-way Right-of-way is based on the Roadway Design and Construction Criteria Manual.
Highway (E470 and Parker Road)	95-ft average/75-ft minimum

Principal Arterial	**85-ft average/68-ft minimum**
Arterial	**60-ft average/48-ft minimum**
Major Collector	**55-ft average/44-ft minimum**
Residential Collector	**35-ft average/28-ft minimum**
Residential Collector Boulevard	**40-ft average/32-ft minimum**

***Both average and minimum buffer requirements must be met.**

e. To calculate the average buffer distance:

1. Measure all lots with a rear property line adjacent to a major roadway.

2. Start at the midpoint of the rear property line for each lot.

3. Measure to the right-of-way.

4. Total all measurements.

5. Divide by the total number of lots measured.

f. The Planning Director may reduce the required roadway buffer subject to both of the following;

1. The property is an alley-loaded, single-family lot fronting a collector roadway.

2. Landscaping and streetscape enhancements are provided.

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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ITEM NO: 7D
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.495 – An Ordinance Vacating a Portion of South Tallman Drive Located Within Pine Bluffs Filing No. 2**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(02/06/2017)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(02/21/2017)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Director of Public Works and Engineering

G. Randolph Young, Town Administrator

ISSUE:
This item accompanies an ordinance vacating a portion of public right-of-way that is proposed to serve as a private entrance.

PRIOR ACTION:
This section of right-of-way was accepted via the Rampart Station Filing No. 1 plat.

FUNDING/BUDGET IMPACT:
If vacated, the Town will no longer be responsible for the maintenance and operation of this section of Tallman Drive.

BACKGROUND:
The Town accepted a section of Tallman Drive west of Pine Drive as public right-of-way with the Rampart Station Filing No. 1 plat. At that time, a roadway connection along this alignment was planned between Pine Drive and Parker Road. This connection was never constructed, and currently CDOT, the Town, and the prospective developer of the adjacent property agree that the connection is no longer desired.

This section of right-of-way is currently used only as an access to the Centurylink facility located to the south. The property surrounding this right-of-way, known as Pine Bluffs Filing No. 2, is proposed to be developed as multi-family housing. The Site Plan for this property proposes to use this section of right-of-way as a site entrance to the private roads serving the development. With this section of Tallman Drive no longer proposed to connect public roadways or otherwise serve public purposes, it is more appropriately designated as a private roadway.

The ordinance accompanying this item vacates the right-of-way to the Pine Bluffs Filing No. 2 developer, Price Development Group. In order to maintain Centurylink's ability to access their

facility, the minor development plat accompanying this site plan will dedicate an access easement across this area to the benefit of that property's owner.

RECOMMENDATION:
Staff recommends that Town Council approve the ordinance.

PREPARED/REVIEWED BY:
Alex Mestdagh, Engineering Services Manager; Jim Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Ordinance

RECOMMENDED MOTION:
"I move to approve Ordinance No. 1.495 on first reading and schedule second reading for February 21, 2017, as a part of the consent agenda."

Tallman Drive ROW Vacation
Vicinity Map

ORDINANCE NO. 1.495, Series of 2017

TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF SOUTH TALLMAN DRIVE WITHIN PINE BLUFFS FILING NO. 2

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

Section 1. Pursuant to C.R.S. § 43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of South Tallman Drive right-of-way located within Pine Bluffs Filing No. 2, more particularly described in **Exhibit 1**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to Price Development Group.

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

DESCRIPTION

SITUATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO.

A PARCEL OF LAND BEING A PORTION OF THE PARCEL DESCRIBED IN BOOK 1953 AT PAGE 936 IN THE RECORDS OF THE CLERK AND RECORDER OF DOUGLAS COUNTY, SITUATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 27;
THENCE SOUTH 57°09'31" EAST, A DISTANCE OF 1685.73 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL, A POINT OF CURVATURE, AND THE **POINT OF BEGINNING**;
THENCE ALONG THE NORTH AND EAST LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1) ALONG THE ARC OF SAID CURVE TO THE RIGHT AN ARC LENGTH OF 59.11 FEET, SAID CURVE HAVING A RADIUS OF 427.74 FEET, A CENTRAL ANGLE OF 07°55'06", AND A CHORD WHICH BEARS NORTH 62°05'22" EAST A CHORD DISTANCE OF 59.07 FEET;
2) NORTH 66°02'55" EAST, A DISTANCE OF 92.41 FEET;

THENCE SOUTH 22°03'24" EAST, A DISTANCE OF 70.04 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE ALONG THE SOUTH AND WEST LINES OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

1) SOUTH 66°02'55" WEST, A DISTANCE OF 90.09 FEET TO A POINT OF CURVATURE;
2) ALONG THE ARC OF SAID CURVE TO THE LEFT AN ARC LENGTH OF 49.44 FEET, SAID CURVE HAVING A RADIUS OF 357.74 FEET, A CENTRAL ANGLE OF 07°55'06", AND A CHORD WHICH BEARS SOUTH 62°05'22" WEST A CHORD DISTANCE OF 49.40 FEET;
3) NORTH 31°52'11" WEST, A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 10,187 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAR NORTH 89°29'57" EAST.

PREPARED BY: AARON MURPHY
PLS 38162
ON BEHALF OF: HARRIS KOCHER SMITH
1120 LINCOLN STREET, SUITE 1000
DENVER, CO 80203
303.623.6300

COLORADO LICENSED
AARON MURPHY
38162
1-18-17
PROFESSIONAL LAND SURVEYOR

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 1-18-2017	PROJECT #: 160310
DATE	REVISION COMMENTS

DESCRIPTION

PINE BLUFFS
TALLMAN DRIVE VACATION

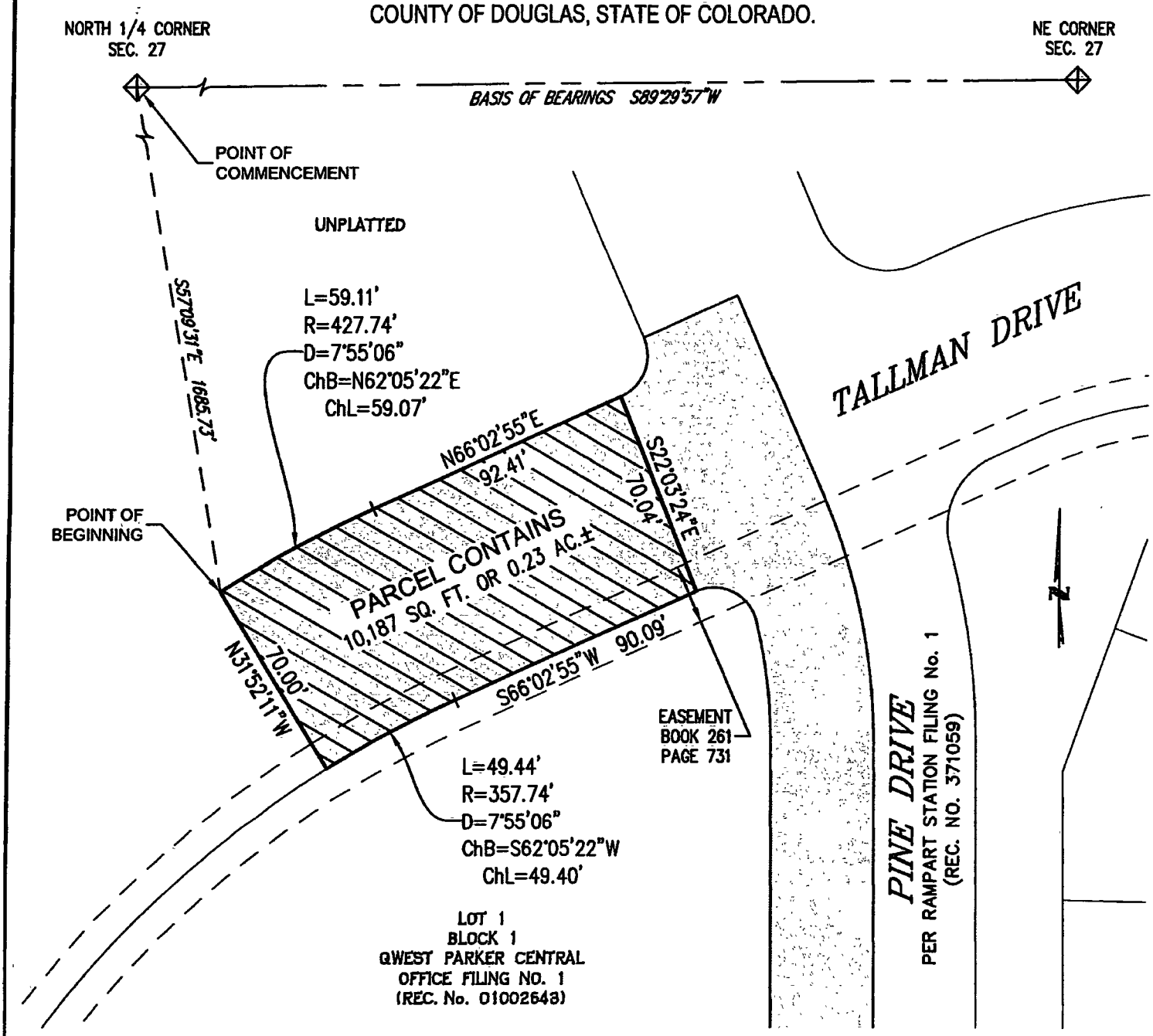
HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: TWG

SHEET NO 1 OF 2

EXHIBIT

SITUATED IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH P.M.,
COUNTY OF DOUGLAS, STATE OF COLORADO.



BOOK 1953 PAGE 936

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

50 0 50

SCALE: 1"=50'

NO CHANGES ARE TO BE MADE TO THIS DRAWING WITHOUT WRITTEN PERMISSION OF HARRIS KOCHER SMITH.

ISSUE DATE: 1-18-2017	PROJECT #: 160310
DATE	REVISION COMMENTS

EXHIBIT

PINE BLUFFS
TALLMAN DRIVE VACATION

HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303-623-6300 F: 303-623-6311
HarrisKocherSmith.com

CHK'D BY: AWM
DRAWN BY: TWG

SHEET NO
2
2 OF 2

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7E
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 9.263 – First Reading - A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and the County of Douglas for a Shared Conduit License Agreement**

☐	PUBLIC HEARING	☒	ORDINANCE FOR 1ST READING	(02/06/2017)
☐	CONTRACT	☐	ORDINANCE FOR 2ND READING	(02/21/2017)
☐	MOTION	☐	RESOLUTION	

Tom Williams, Public Works & Engineering Director

G. Randolph Young, Town Administrator

ISSUE:
Approval of an intergovernmental agreement (IGA) with Douglas County to allow Douglas County to utilize Town owned conduit infrastructure.

PRIOR ACTION:
None.

FUNDING/BUDGET IMPACT:
None.

BACKGROUND:
In 2015, Town of Parker Engineering staff was approached by Douglas County staff regarding a need to extend fiber optic cable to the Douglas County Public Works maintenance facility at the northeast corner of Hess Road and Tammy Lane. Douglas County wants to connect their Tammy Lane facility to other Douglas County facilities to the east via a fiber optic cable to allow for high speed data. Upon review of the proposed alignment, it was determined that the Town has conduit and fiber optic cable in Chambers Road between Mainstreet and Hess Road, and in Hess Road between Chambers Road and Tammy Lane. The Town owns conduit and fiber optic cable infrastructure that was installed with several roadway capital improvement projects. Town owned fiber optic cable allows for communication with the Town traffic signals and also between Town facilities. When the Town installed the conduit, the conduit was slightly oversized to allow for future flexibility and does allow the potential for Douglas County to jointly use the Town conduit infrastructure for their fiber optic cable.

The proposed IGA will allow Douglas County to utilize the Town conduit. This arrangement will save Douglas County the installation cost of approximately 15,000 feet of conduit, which

equates to roughly $200,000. The terms of the IGA were negotiated over several months and allows for the Town to terminate the agreement if space is needed in the Town conduit. Douglas County is responsible for any relocation costs in the future of their fiber optic cable. An ordinance is required to approve this IGA.

RECOMMENDATION:
Approve the ordinance.

PREPARED/REVIEWED BY:
1) Chris Hudson, Public Works Manager
2) Dave Aden, Traffic Engineer
3) Jim Maloney, Town Attorney

ATTACHMENTS:
1) Ordinance (10 pages)

RECOMMENDED MOTION:
"I move to approve Ordinance No. 9.263 on first reading and schedule second reading for February 21, 2017, as a part of the consent agenda."

ORDINANCE NO. 9.263, Series of 2017

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE COUNTY OF DOUGLAS FOR A SHARED CONDUIT LICENSE AGREEMENT

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and the County of Douglas for a Shared Conduit License Agreement, 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

Ord 9.263

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE COUNTY OF I
FOR A SHARE CONDUIT LICENSE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the Town of Parker, Colorado, whose address is 20120 E. Mainstreet, Parker, Colorado 80138 (the "Town"), and Board of County Commissioners of the County of Douglas, State of Colorado, whose address is 100 Third Street, Castle Rock, Colorado 80104 (the "County"), hereinafter referred to jointly as the "Parties."

1. LICENSED PROPERTY. The property that is licensed for the use and the term provided for in this License is described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Licensed Property"). The Licensed Property for the use described herein is subject to all easements and rights-of-way of record.

2. USE. The County covenants and agrees that it shall utilize the Licensed Property only for the uses and according to the terms and conditions described in **Exhibit B**, which is attached hereto and incorporated by this reference and for no other purpose and not to use the Licensed Property or permit the Licensed Property to be used for purposes prohibited by the applicable laws of the United States, State of Colorado, or any political subdivision thereof.

3. TERM. The County shall have the right to use the Licensed Property indefinitely, subject to the terms and conditions of this Intergovernmental Agreement ("IGA").

4. RELOCATION. In the event the construction or reconstruction of those portions of Chambers Road and Hess Road, upon, over, under and across the Licensed Property, or the construction, reconstruction or repair of any of the Town's property necessitates the relocation or removal of the County Fiber, then County shall, at its sole cost and expense, timely perform or cause the performance of such relocation or removal of the County Fiber, unless that County abandons the County Fiber as described in Paragraph 12 of this IGA.

5. INSURANCE. Each party shall maintain in full force and effect statutory-required workers' compensation insurance and general liability insurance affording coverage for all claims for bodily injury, including death, and all claims for destruction or damage to property arising out of or in connection with the use of the Town Conduit. Said insurance shall provide limits of liability of not less than One Million Dollars ($1,000,000).

6. NOTICE. The addresses of the Parties to this IGA are as listed below. Any and all notices allowed or required to be given in accordance with this IGA are deemed to have been given when delivered to the other Parties or five (5) days following the date the same is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at the address noted, or such address as is subsequently endorsed in writing.

Town:	Town of Parker Attn: Director of Engineering 20120 E. Mainstreet Parker, Colorado 80138
With a copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, Colorado 80138
County:	Douglas County Government Attn: IT Director 100 Third Street Castle Rock, Colorado 80104
With a copy to:	Douglas County Attorney's Office 100 Third Street Castle Rock, Colorado 80104

7. NO COVENANT OF TITLE OR QUIET POSSESSION. The rights granted herein are without covenant of title or warranty of quiet possession of the Licensed Property.

8. SUCCESSORS AND ASSIGNS. This License shall inure to the benefit of, and be binding upon, the respective legal representatives, heirs, successors and assigns of the Parties.

9. ASSIGNMENT OR SUBLEASE. The County covenants and agrees not to assign this License or to sublet any part of the Licensed Property without first obtaining the written consent of the Town, which consent may be provided in the exercise of the Town's sole discretion.

11. LICENSED PROPERTY TAKEN "AS IS." County understands and agrees that the Licensed Property is licensed "as is." The Town makes no warranty, written or implied, that the Licensed Property is fit for any purpose.

12. TERMINATION.

A. This IGA may be terminated by the Town at any time, upon one-hundred eighty (180) days' advance written notice to the County, that the Town is terminating the IGA, because the Town determines in the exercise of its sole discretion that it needs to use the Town Conduit that is being occupied by the County Fiber.

B. This IGA may be terminated by the Town at any time, upon thirty (30) days' advance written notice to the County, that the County has materially breached the IGA, which breach has not been cured after 30 days written notice to the County of such material breach.

C. This IGA may be terminated by the County at any time, upon thirty (30) days' advance written notice to the Town, that the County is abandoning the use of the County Fiber and the obligations in this IGA pertaining to the County Fiber shall terminate, subject to payment of all outstanding repair costs. The County shall be responsible for removing all of its equipment at the time of abandonment.

13. SEVERABILITY. It is understood and agreed by the Parties hereto that if any part, term, or provision of this IGA is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the IGA did not contain the particular part, term, or provision held to be invalid.

14. NO THIRD-PARTY BENEFICIARIES. The enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person under such IGA.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The Parties hereto understand and agree that the Parties, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this IGA, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, as amended, or otherwise available to the Parties.

16. APPROPRIATION. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

17. ENTIRE AGREEMENT AND AMENDMENT. This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this IGA shall supersede all previous communications, representations, or agreements, either verbal or written. Any alteration of this IGA shall only be effective if in a writing signed by the Parties.

[*Remainder of page intentionally left blank. Signatures on following page.*]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

By: _____
Roger A. Partridge, Chair

ATTEST:

_____
_____, Clerk to the Board

APPROVED AS TO FORM AND SUFFICIENCY:

_____
Nick Pijoan, Senior Assistant County Attorney

EXHIBIT A

The Licensed Property consists of the Town Conduit, Pull Boxes and those portions of Chambers Road and Hess Road that are reasonably needed by the County to access the Town Conduit and Pull Boxes to install and maintain the County Fiber as described in Exhibit B to this IGA. The County desires to install seventy-two (72) strands of fiber optic cable in the Town Conduit, subject to the terms and conditions of this IGA (the "County Fiber"). The Town hereby grants to the County a nonexclusive license to the Licensed Property to install, utilize and maintain the County Fiber in the Town Conduit, subject to the terms and conditions of this IGA.

EXHIBIT B

The Town owns, uses and maintains the fiber optic conduit that is located within the right-of-way of Chambers Road, between the intersection of Chambers Road and Mainstreet and the intersection of Chambers Road and Hess Road (the "Chambers Road Conduit"). The Town also owns, uses and maintains the fiber optic conduit that is located within the right-of-way of Hess Road, between the intersection of Hess Road and Chambers Road and the intersection of Hess Road and Tammy Lane (the "Hess Road Conduit"). The Chambers Road and Hess Road Conduit are collectively referred to as the "Town Conduit." The Town owns, uses and maintains the fiber optic cable that is contained in the Town Conduit (the "Town Fiber"). The limits of the Town conduit, subject to this IGA, are shown on attached Exhibit 1.

The County shall not disturb any Town improvements, including the Town Conduit and Town Fiber, when installing, utilizing and maintaining the County Fiber in the Town Conduit or the improvements of any other party to which Town has granted use in the Town Conduit. The County shall utilize the Town right-of-way solely for the initial installation of the County Fiber and the maintenance of the County Fiber. The County shall be responsible for the installation of the County Fiber through Town access points ("Pull Boxes"). The Pull Boxes are located approximately every five hundred feet (500') along the Town Conduit. As a part of the installation of the County Fiber, the County shall enlarge the Pull Boxes to accommodate the County Fiber and the County shall be solely responsible for the cost of enlarging the Pull Boxes. During the installation of the County Fiber, the County shall distinctly mark the cable that contains the County Fiber and the cable that contains the Town Fiber in each Pull Box. The County shall be responsible for the cost of repair for any damage caused to the Town Fiber or the improvements of any other party that the Town has granted use in the Town Conduit, during the installation of the County Fiber. The County agrees that all usage of the County Fiber will be limited to Douglas County governmental use and that the County will not enter into any agreement for usage of the County Fiber with any other entity (private or not for profit). The County shall be fully responsible for all electronics required to light and use the County Fiber. Any Town permit fees associated with work performed by the County on the County Fiber in the Town right-of-way shall be waived by the Town for the term of this IGA. This License shall commence on the effective date of this IGA and shall continue until terminated as provided in Paragraph 12.

In the event the County needs to conduct routine maintenance or repair to the County Fiber, the County shall conduct the repairs either using its own personnel or its own contractors. The County shall provide the Town with three (3) business days' written notice, as provided by Paragraph 6 of this IGA, prior to commencing routine maintenance or repair to the County Fiber. The County should be aware that Town permits may be required for maintenance or repair. In the event an emergency repair is necessary, the County shall provide notice of such emergency repair to the Town as soon as practical using the Town's Engineering Department number (303-840-9546). The County shall be responsible for the cost of repair for any damage caused to the Town Fiber or the improvements of any other party that the Town has granted use in the Town Conduit, during the installation, use and/or removal of the County Fiber.

In the event that the Town needs to conduct routine maintenance or repair to the Town Fiber, which requires the relocation of the County Fiber, within the Town Conduit, the Town shall provide the County with three (3) business days' written notice, as provided by Paragraph 6 of

this IGA, prior to commencing relocation of the County Fiber. In the event an emergency repair is necessary requiring the relocation of the County Fiber, the Town shall provide notice of such emergency repair to the County as soon as practical using the County's Help Desk number and after hours' pager (County help desk number - 303-660-7473, and after hour pager number – 303-660-7463). The County shall reimburse the Town for the cost to relocate the County Fiber necessitated by the routine maintenance or repair to the Town Fiber.

Each party will be responsible for responding within Utility Notification Center of Colorado (UNCC) requirements to location requests for the cable that they own.

The Town makes no warranties or representations regarding the Town Conduit, the Pull Boxes or Town infrastructure used by the County to install, utilize and maintain the County Fiber.

Exhibit 1
Chambers Rd / Hess Rd
Conduit Use IGA Vicinity Map
Chambers Rd
Mainstreet
Jordan Rd
Conduit with shared use as per IGA
Chambers Rd
Town of Parker Public Works Facility
Hess Rd
Douglas County Public Works Facility
N
W
E
S
0
1,000
2,000
Feet

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7F
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **ORDINANCE NO. 1.493.2 - 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 1st READING (02/06/2017)
- ☐ ORDINANCE FOR 2nd READING (02/21/2017)
- ☐ RESOLUTION

Donald Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: Budget revision for the 2017 budget.

PRIOR ACTION: None.

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	$ 882,500	$ 2,970,902	$ 3,853,402	$ 885,000	$ 2,968,402
Parks and Recreation Fund	37,500	4,284,530	4,322,030	-	4,322,030
Cultural Fund	(37,500)	360,270	322,770	-	322,770
Recreation Fund	-	117,500	117,500	-	117,500
Capital Improvement Fund	110,000	8,373,450	8,483,450	-	8,483,450
Stormwater Fund	60,000	459,655	519,655	-	519,655
Fleet Services Fund	-	31,455	31,455	-	31,455
Information Technology Fund	50,000	-	50,000	-	50,000
Total all funds	$ 1,102,500	$ 16,597,762	$ 17,700,262	$ 885,000	$ 16,815,262

BACKGROUND: The purpose of this budget revision is to appropriate funds to carryover unspent 2016 appropriations and to appropriate additional funds for 2017. The total carry-over from 2016 is $16,597,762 which includes $2,970,902 in the General Fund, $4,284,530 in the Parks and Recreation Fund, $360,270 in the Cultural Fund, $117,500 in the Recreation Fund, $8,373,450 in the Public Improvement Fund, $459,655 in the Stormwater Fund, and $31,455 in the Fleet Services Fund.

The total supplemental appropriation for 2017 is $1,102,500 offset by $885,000 revenue for a net $217,500 increase in expenditures. The expenditures include $882,500 in the General Fund, $110,000 in the Capital Improvement Fund, $60,000 in the Stormwater Fund, and $50,000 in the Information Technology Fund. $37,500 in the Parks and Recreation Fund will be transferred from the Cultural Fund from the 2016 carryover. The revenue includes $885,000 in the General Fund. The detail 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 1.493.2

RECOMMENDED MOTION: "I move to approve Ordinance No. 1.493.2 on first reading and schedule second reading and public hearing for Tuesday, February 21, 2017 at 7:00 p.m. as part of consent agenda."

ORDINANCE NO. 1.493.2, 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

Town of Parker
2017 Revised Budget
February 6, 2017

Exhibit A

	Revision	2016 Revised Budget
General Fund		
Beginning fund balance		$ 20,469,292
Revenue		49,104,998
Revenue revision	885,000	885,000
Total revised revenue		49,989,998
Total available		70,459,290
Expenditures		54,753,557
2016 Carry-over	2,970,902	
Supplemental appropriation	882,500	
Total expenditure revision		3,853,402
Total revised expenditures		58,606,959
Ending fund balance		$ 11,852,331
Parks and Recreation Fund		
Beginning fund balance		$ 4,425,738
Revenue		8,425,756
Revenue revision	-	-
Total revised revenue		8,425,756
Total available		12,851,494
Expenditures		7,250,046
2016 Carry-over	4,284,530	
Supplemental appropriation	37,500	
Total expenditure revision		4,322,030
Total revised expenditures		11,572,076
Ending fund balance		$ 1,279,418

Town of Parker
2017 Revised Budget
February 6, 2017

Exhibit A

	Revision	2016 Revised Budget
Cultural Fund		
Beginning fund balance		$ 987,567
Revenue		6,433,995
Revenue revision		-
Total revised revenue		6,433,995
Total available		7,421,562
Expenditures		6,686,080
2016 Carry-over	360,270	
Supplemental appropriation	(37,500)	
Total expenditure revisions		322,770
Total revised expenditures		7,008,850
Ending fund balance		$ 412,712
Recreation Fund		
Beginning fund balance		$ 657,488
Revenue		7,708,900
Revenue revision		-
Total revised revenue		7,708,900
Total available		8,366,388
Expenditures		7,501,734
2016 Carry-over	117,500	
Total expenditure revisions		117,500
Total revised expenditures		7,619,234
Ending fund balance		$ 747,154

Town of Parker
2017 Revised Budget
February 6, 2017

Exhibit A

	Revision	2016 Revised Budget
Public Improvements Fund		
Beginning fund balance		$ 5,108,793
Revenue		8,955,100
Revenue revision	-	-
Total revised revenue		8,955,100
Total available		14,063,893
Expenditures		10,525,000
2016 Carry-over	8,373,450	
Supplemental appropriation	110,000	
Total expenditure revisions		8,483,450
Total revised expenditures		19,008,450
Ending fund balance		$ (4,944,557)
Stormwater Utility Fund		
Beginning fund balance		$ 6,420,775
Revenue		2,203,800
Revenue revision	-	-
Total revised revenue		2,203,800
Total available		8,624,575
Expenditures		1,743,068
2016 Carry-over	459,655	
Supplemental appropriation	60,000	
Total expenditure revisions		519,655
Total revised expenditures		2,262,723
Ending fund balance		$ 6,361,852

Town of Parker
2017 Revised Budget
February 6, 2017

Exhibit A

	Revision	2016 Revised Budget
Fleet Services Fund		
Beginning fund balance		$ (562,510)
Revenue		2,344,700
Revenue revision	-	-
Total revised revenue		2,344,700
Total available		1,782,190
Expenditures		1,703,361
Supplemental appropriation	-	
2016 Carry-over	31,455	
Total expenditure revisions		31,455
Total revised expenditures		1,734,816
Ending fund balance		$ 47,374
Information Technology Fund		
Beginning fund balance		$ 652,509
Revenue		3,857,120
Revenue revision	-	-
Total revised revenue		3,857,120
Total available		4,509,629
Expenditures		4,103,983
Supplemental appropriation	50,000	
2016 Carry-over	-	
Total expenditure revisions		50,000
Total revised expenditures		4,153,983
Ending fund balance		$ 355,646

Town of Parker
Detail of Carryover Revisions to 2017 Budget
2/6/2017

General Fund

Town Hall Breakroom Remodel	33,000	101-4194-7200
Town Hall VAV Upgrades	39,000	101-4194-7200
Mainstreet Decorative Festoon Lighting	131,000	101-4194-7200
Records Management System Upgrade	1,994,452	101-4214-7415
R&M Bridges - Chambers/Happy Canyon Bridge	414,200	101-4310-3435
R&M Resurfacing - CST Contract Not Complete Due to Weather	22,800	101-4310-3446
Machinery and Equipment - Present Weather Detectors For Town RWIS Sites	20,300	101-4310-7410
Engineer & Architect Services - Signal Pole Foundation Alternate Design	5,000	101-4311-3320
LED Lighting/Roadway Luminaires	15,920	101-4312-3443
Ethernet Switches	20,000	101-4312-3443
Led Lighting/Roadway Luminaires	33,830	101-4312-3455
Replacement Traffic Signal System	220,000	101-4312-7420
Motsenbocker Improvements - RTU	12,800	101-4317-7200
Median Plant Replacements	8,600	101-4520-3438
Total General Fund carryover revision	**2,970,902**	

Parks and Recreation Fund

Recreation Center Expansion - Warranty Mitigation	38,000	203-4520-7210
Recreation Center Expansion FF&E	10,100	203-4520-7212
East/West Regional Trail	945,400	203-4520-7724
Bradbury Hills Trails Gap	151,500	203-4520-7726
Rueter Hess Reservoir Opportunity	600	203-4520-7727
Harvie Open Space Plan and Development	30,000	203-4520-7728
Sulphur Gulch Trail Construction	243,300	203-4520-7752
Site Signage - Dog Park/Disc Golf	15,030	203-4520-7759
Dog Park/Disc Golf	1,100,900	203-4520-7766
Discovery Park Project - Construction and Warranty Mitigation	1,188,300	203-4520-7776
O'Brien Park/Mainstreet Pedestrian Improvement	276,200	203-4520-7778
Plaza On Main - FF&E, IT and Art	200	203-4520-7780
Salisbury Park North - Preconstruction	100,000	203-4520-7781
Parker Road Landscape Improvement	150,000	203-4520-7782
Salisbury Park Concrete Trail	35,000	203-4520-7783
Total Parks and Recreation Fund carryover revision	**4,284,530**	

Town of Parker
Detail of Carryover Revisions to 2017 Budget
2/6/2017

Cultural Fund

Ball and Jacks Public Art	37,500	205-4533-2150
Historic Schoolhouse Restoration - Construction and Warranty Mitigation	86,900	205-4545-7200
Non Historic Schoolhouse Annex - Theater Seats and Risers	175,370	205-4545-7239
Non Historic Schoolhouse Annex - Ruth Chapel Foundation and Stairs	60,500	205-4546-7200
Total Cultural Fund carryover revision	**360,270**	

Recreation Fund

Storage Cubbies For Fitness Studios - PRC	20,000	206-4523-3436
Blinds For Front Vestibule, Upstairs Offices and Conference Room - PRC	3,500	206-4523-3436
Card Access System - PRC	17,000	206-4523-3436
Card Access System and Doors - H2O	30,000	206-4525-3436
Office Furniture For Sports Office	6,000	206-4526-2125
Card Access System and Rekey - Fieldhouse	15,000	206-4526-3436
Fieldhouse Renovation Project	26,000	206-4526-7200
Total Recreation Fund carryover revision	**117,500**	

Public Improvement Fund

Redundant Fiber Optics Upgrades	115,300	301-4293-7542
Signal-Chambers/Cottonwood Dr	10,000	301-4293-7543
Signal-Crown Crest/Hospital	143,800	301-4293-7544
Street Reconstruction Projects - Landscape Restoration Mainstreet/Clarke Farms	10,000	301-4310-3442
Pikes Peak Drive	104,500	301-4310-7504
Roadway Safety Enhancements	109,400	301-4310-7555
Parker Road Sidewalk Project	62,700	301-4310-7556
Town-Wide Signal Program	918,400	301-4310-7557
Jordan Road Widening - to Hess Road	295,500	301-4310-7560
Chambers Road - Mainstreet to Hess	3,007,500	301-4310-7566
Medians and Entryways - Lincoln Ave Median Work Jordan to Keystone	300,000	301-4310-7599
Summerset Lane Extension	1,671,300	301-4310-7620
Motsenbocker Widening - Clarke Farms to Todd	91,500	301-4310-7665
Cottonwood Widening - Jordan to Cherry Creek	619,500	301-4310-7667
Pilgrims Place	32,350	301-4310-7668
J Morgan Extension	400,000	301-4310-7670
East Mainstreet Site Development	195,300	301-4310-7776
Public Works Operation Center Construction - Warranty Mitigation	142,400	301-4317-7210
Public Works Operation Center FF&E Completion	129,000	301-4317-7212
Public Works Operation Center Art and Signage	15,000	301-4317-7213
Total Public Improvement Fund carryover revision	**8,373,450**	

Stormwater Fund

Robinson Ranch Drainage	40,418	501-4315-7819
Hilltop Water Quality Improvements	50,000	501-4315-7838
Newlin Gulch Cross At EW	269,177	501-4315-7842
Parker Square Drainage Improvements	100,060	501-4315-7844
Total Stormwater Fund carryover revision	**459,655**	

Town of Parker
Detail of Carryover Revisions to 2017 Budget
2/6/2017

Fleet Fund

Panasonic Arbitrator For Patrol Expedition	7,900	601-4194-7450
Upfit For Patrol Expedition	16,700	601-4194-7450
Upfit For Investigations Expedition	3,700	601-4194-7450
Upfit For Parks Replacement Vehicle	3,155	601-4194-7450
Total Fleet Fund carryover revision	**31,455**	
Total carryover revision	**$ 16,597,762**	

Town of Parker
Detail of Supplemental Revisions to 2017 Budget
2/6/2017

General Fund

Replace 911 Telephone System	800,000
Replace Communications Supervisor Office Furniture	35,000
Motsenbocker Facility - Additional items to complete the renovation project	12,500
Evidence Systems Furniture	35,000
Total General Fund supplemental revision	**882,500**

Parks & Recreation Fund

Ball and Jacks - Transfer from Cultural	37,500
Total Parks & Recreation Fund supplemental revision	**37,500**

Cultural Fund

Ball and Jacks - Transfer to Parks and Recreation	(37,500)
Total Cultural Fund supplemental revision	**(37,500)**

Public Improvement Fund

Summerste Lane Extension	80,000
Power Line Undergrounding	10,000
Eastern Access Drive - Cottonwood/Aurora Parkway	20,000
Total Public Improvement Fund supplemental revision	**110,000**

Stormwater Utility Fund

Parker Square Drainage Improvement Project Additional Budget Needed	60,000
Total Stormwater Utility Fund supplemental revision	**60,000**

Technology Services Fund

MCD Computer Replacement - 31 laptops	50,000
Total Technology Services Fund supplemental revision	**50,000**
Total supplemental revision	**$ 1,102,500**

PARKER
COLORADO

ITEM NO: 7G
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **RESOLUTION NO. 17-010 – A Resolution Accepting the Conveyance of a Drainage Easement from Dominoe Properties, LLC, for a Portion of Lot 1, Dominoe Minor Development Plat, Town of Parker, County of Douglas, State of Colorado**

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

Tom Williams, Director of Engineering **G. Randolph Young, Town Administrator**

ISSUE:
This item accompanies a resolution accepting conveyance of a drainage easement covering drainage improvements proposed with the Site Plan for Lot 1, Dominoe Minor Development Plat.

PRIOR ACTION:
N/A

FUNDING/BUDGET IMPACT:
As the drainage improvements proposed within the easement will be the maintenance responsibility of the property owner, there is no financial impact to the Town.

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

The Engineering Department has reviewed and approved the construction drawings for the drainage facilities associated with an approved Site Plan for Lot 1, Dominoe Minor Development Plat. Since the drainage facilities are being constructed as part of a Site Plan process, and not a Plat, the easements need to be dedicated via separate instrument

RECOMMENDATION:
Staff recommends that Town Council approve the resolution accepting the conveyance of a drainage easement from Dominoe Properties, LLC.

PREPARED/REVIEWED BY:
Alex Mestdagh, Engineering Services Manager; Jim Maloney, Town Attorney

ATTACHMENTS:
1. Vicinity Map
2. Resolution
3. Drainage Easement Agreement (11 pages)(Exhibit to the resolution)

RECOMMENDED MOTION:
"I move to approve Resolution No. 17-010, as a part of the consent agenda."

N
W
E
S
The Overlook at Cherry Creek
Drainage Easement Acceptance Vicinity Map
Drainage Easement areas (to be accepted)
Motsenbocker Road

RESOLUTION NO. 17-010, Series of 2017

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM DOMINOE PROPERTIES, LLC, FOR A PORTION OF LOT 1, DOMINOE MINOR DEVELOPMENT PLAT, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

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

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

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Dominoe Properties, LLC, for a portion of Lot 1, Dominoe Minor Development Plat, Town of Parker, County of Douglas, State of Colorado, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2017.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2017, by DOMINOE PROPERTIES, LLC, a Texas limited liability company, having an address at 2101 Inwood Drive, Houston, Texas 77019 ("Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

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

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantor and be performed in accordance with the "Dominoe Landscape Storage Detention Pond Operations and Maintenance Manual;" provided, however, that Grantee shall have the right to maintain the Easement Property in the event Grantee, in its sole discretion, determines to enter the Easement Property for the operation and/or maintenance of the Easement Property as set forth in subsection b. hereinbelow. The Grantor

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

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

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

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

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

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

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby.

7. Miscellaneous.

a. 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.

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

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

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

GRANTOR: DOMINOE PROPERTIES, LLC, a Texas limited liability company

_____
John Dominy, Owner

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by John Dominy, as Owner, of Dominoe Properties, LLC, a Texas limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE: TOWN OF PARKER

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

DRAINAGE EASEMENT
EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 BEING CONSIDERED TO BEAR SOUTH 89°35'20" WEST, A DISTANCE OF 2648.73 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS AS SHOWN ON THE IMPROVEMENT SURVEY PLAT BY JOB NO. 08-550, DATED 6/5/15 BY DAVID E. ARCHER & ASSOCIATES, INC WHICH WAS UTILIZED BY CLIENT REQUEST FOR ALL FIELD INFORMATION SHOWN OR REFERRED TO HEREIN:

-SOUTH QUARTER CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 25636

-SOUTHEAST CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 6935

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 21;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°35'20" WEST, A DISTANCE OF 1,244.58 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS SHOWN ON SAID IMPROVEMENT SURVEY PLAT (ISP) AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 00°40'23" WEST, A DISTANCE OF 1,018.82 FEET;

THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID PROPERTY SOUTH 89°39'34" WEST, A DISTANCE OF 129.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°28'37" EAST, A DISTANCE OF 109.00 FEET;

THENCE SOUTH 59°31'23" WEST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 30°28'37" WEST, A DISTANCE OF 123.51 FEET;

THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID PROPERTY NORTH 89°39'34" EAST, A DISTANCE OF 28.91 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,906 SQUARE FEET OR 0.067 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

COLORADO LICENSED ROBERT J. HENNESSY 34580 PROFESSIONAL LAND SURVEYOR

2/29/16

ROBERT J. HENNESSY, PLS NO. 34580
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO 80002

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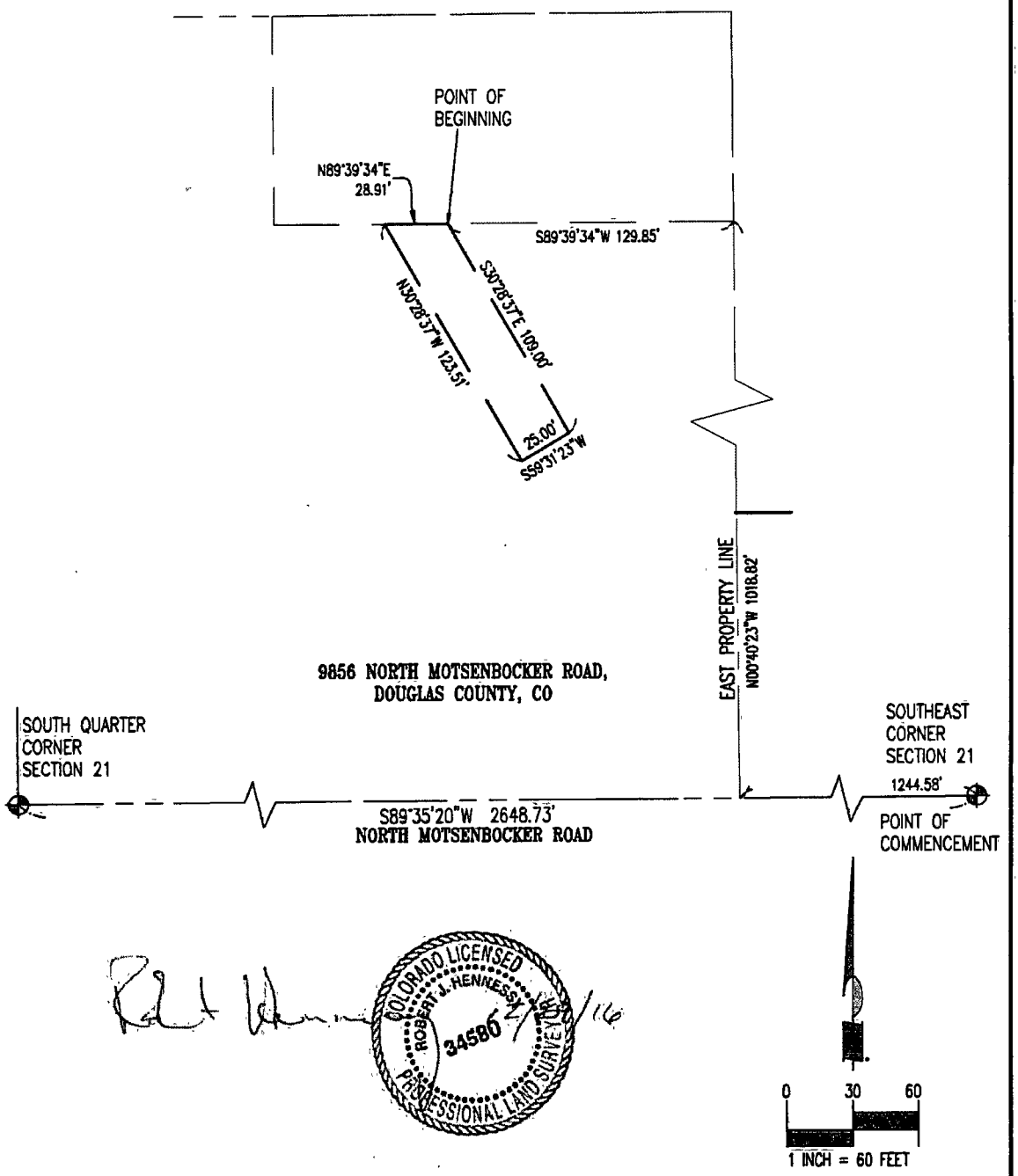
DRAINAGE EASEMENT
EXHIBIT "A"
PAGE 2 OF 2



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JEHN ENGINEERING
5690 WEBSTER STREET
ARVADA, CO 80002
PH (303) 423-6036 FAX (303) 467-9438

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

0.067 ACRES	TITLE: DRAINAGE EASEMENT		
SCALE: 1"=60'	REVISED:12.13.16	2317-215-083	MOTS ESMTS.DWG

DRAINAGE EASEMENT
EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 BEING CONSIDERED TO BEAR SOUTH 89°35'20" WEST, A DISTANCE OF 2648.73 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS AS SHOWN ON THE IMPROVEMENT SURVEY PLAT BY JOB NO. 08-550, DATED 6/5/15 BY DAVID E. ARCHER & ASSOCIATES, INC WHICH WAS UTILIZED BY CLIENT REQUEST FOR ALL FIELD INFORMATION SHOWN OR REFERRED TO HEREIN:

-SOUTH QUARTER CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 25636

-SOUTHEAST CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 6935

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 21;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°35'20" WEST, A DISTANCE OF 1,244.58 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS SHOWN ON SAID IMPROVEMENT SURVEY PLAT (ISP) AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 00°40'23" WEST, A DISTANCE OF 1,018.82 FEET TO THE POINT OF BEGINNING;

THENCE PARALLEL WITH THE NORTHERLY LINE OF SAID PROPERTY SOUTH 89°39'34" WEST, A DISTANCE OF 208.84 FEET;

THENCE PARALLEL WITH THE EASTERLY LINE OF SAID PROPERTY NORTH 00°40'23" WEST, A DISTANCE OF 94.47 FEET TO SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE NORTH 89°39'34" EAST, A DISTANCE OF 208.84 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY SOUTH 00°40'23" EAST, A DISTANCE OF 94.47 FEET TO THE POINT OF BEGINNING;

CONTAINING 19,729 SQUARE FEET OR 0.453 ACRES, MORE OR LESS.

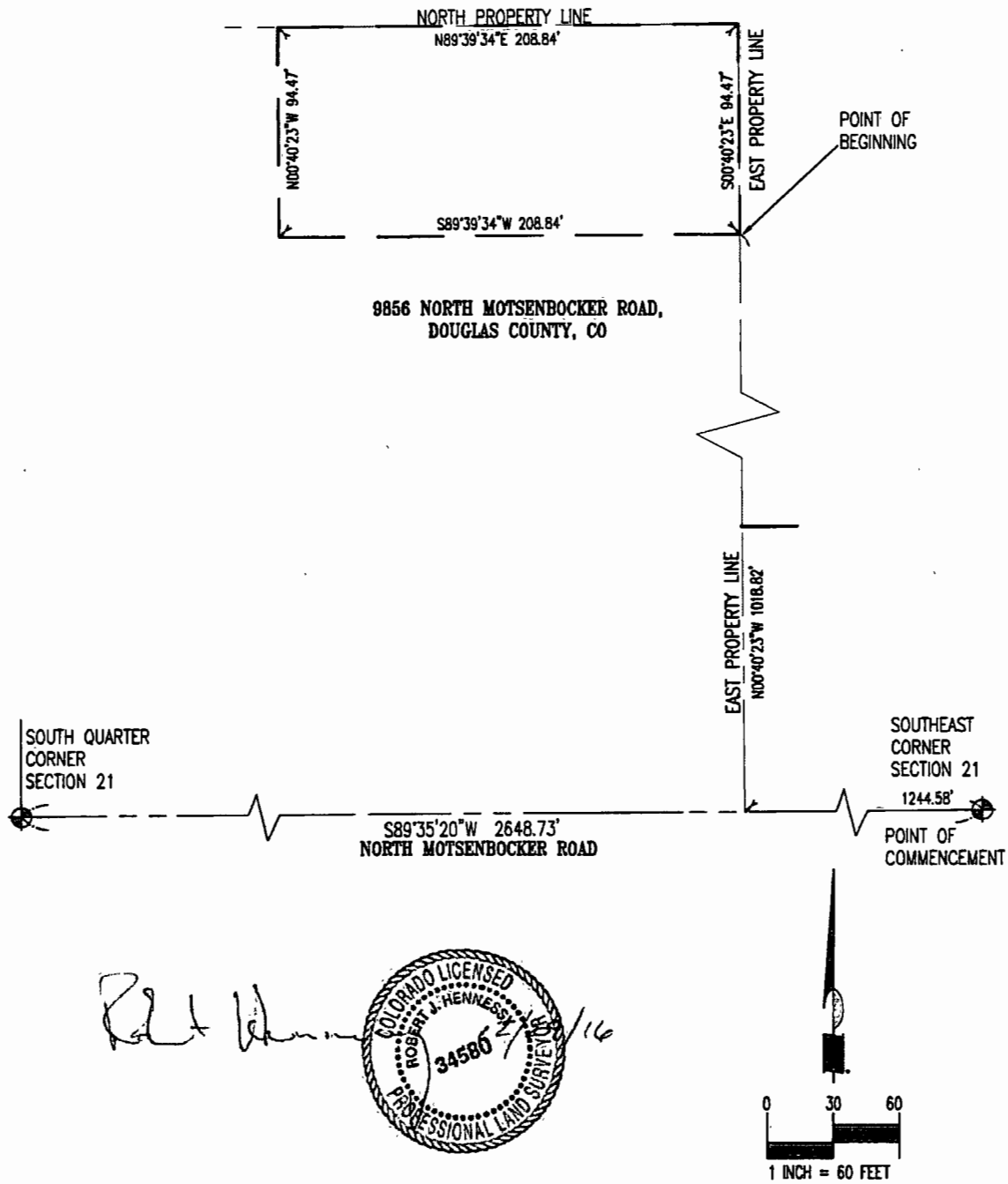
I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

COLORADO LICENSED ROBERT J. HENNESSY 34580 LAND SURVEYOR

2/16/16

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO. 80002
J:\2317\215-083\SURVEY\EXHIBITS\ACCESS ESMT LEGAL REVISED.DOCX

DETENTION POND EASEMENT
EXHIBIT "A"
PAGE 2 OF 2



COLORADO LICENSED ROBERT J. HENNESSY 34586 PROFESSIONAL LAND SURVEYOR 12/13/16

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JOHN ENGINEERING

5690 WEBSTER STREET
ARVADA, CO 80002
PH. (303) 423-6036 FAX (303) 457-9438

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

0.453 ACRES±	TITLE: DETENTION POND EASEMENT		
SCALE: 1"=60'	REVISED:12.13.16	2317-215-083	MOTS ESMTS.DWG

ACCESS EASEMENT
EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 BEING CONSIDERED TO BEAR SOUTH 89°35'20" WEST, A DISTANCE OF 2648.73 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS AS SHOWN ON THE IMPROVEMENT SURVEY PLAT BY JOB NO. 08-550, DATED 6/5/15 BY DAVID E. ARCHER & ASSOCIATES, INC WHICH WAS UTILIZED BY CLIENT REQUEST FOR ALL FIELD INFORMATION SHOWN OR REFERRED TO HEREIN:

-SOUTH QUARTER CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 25636

-SOUTHEAST CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 6935

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 21;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°35'20" WEST, A DISTANCE OF 1,244.58 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY AS SHOWN ON SAID IMPROVEMENT SURVEY PLAT (ISP) AND THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID PROPERTY NORTH 00°40'23" WEST, A DISTANCE OF 1,113.29 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY;

THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY SOUTH 89°39'34" WEST, A DISTANCE OF 208.84 FEET;

THENCE PARALLEL WITH THE EASTERLY LINE OF SAID PROPERTY SOUTH 00°40'23" EAST, A DISTANCE OF 15.97 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE SOUTH 00°40'23" EAST, A DISTANCE OF 20.07 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 53.00 FEET, A CENTRAL ANGLE OF 84°20'25", WHOSE CHORD BEARS SOUTH 41°28'49" WEST A DISTANCE OF 71.16 FEET, FOR AN ARC DISTANCE OF 78.02 FEET;

THENCE SOUTH 00°41'23" EAST, A DISTANCE OF 45.00 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 45°00'00", WHOSE CHORD BEARS SOUTH 23°11'23" EAST A DISTANCE OF 30.61 FEET, FOR AN ARC DISTANCE OF 31.42 FEET;

THENCE SOUTH 45°41'23" EAST, A DISTANCE OF 23.03 FEET;

THENCE SOUTH 00°41'23" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 45°41'23" WEST, A DISTANCE OF 43.03 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 45°00'00", WHOSE CHORD BEARS NORTH 23°11'23" WEST A DISTANCE OF 45.92 FEET, FOR AN ARC DISTANCE OF 47.12 FEET;

THENCE NORTH 00°41'23" WEST, A DISTANCE OF 45.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 73.00 FEET, A CENTRAL ANGLE OF 85°53'55", WHOSE CHORD BEARS NORTH 42°15'34" EAST A DISTANCE OF 99.48 FEET, FOR AN ARC DISTANCE OF 109.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,221 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

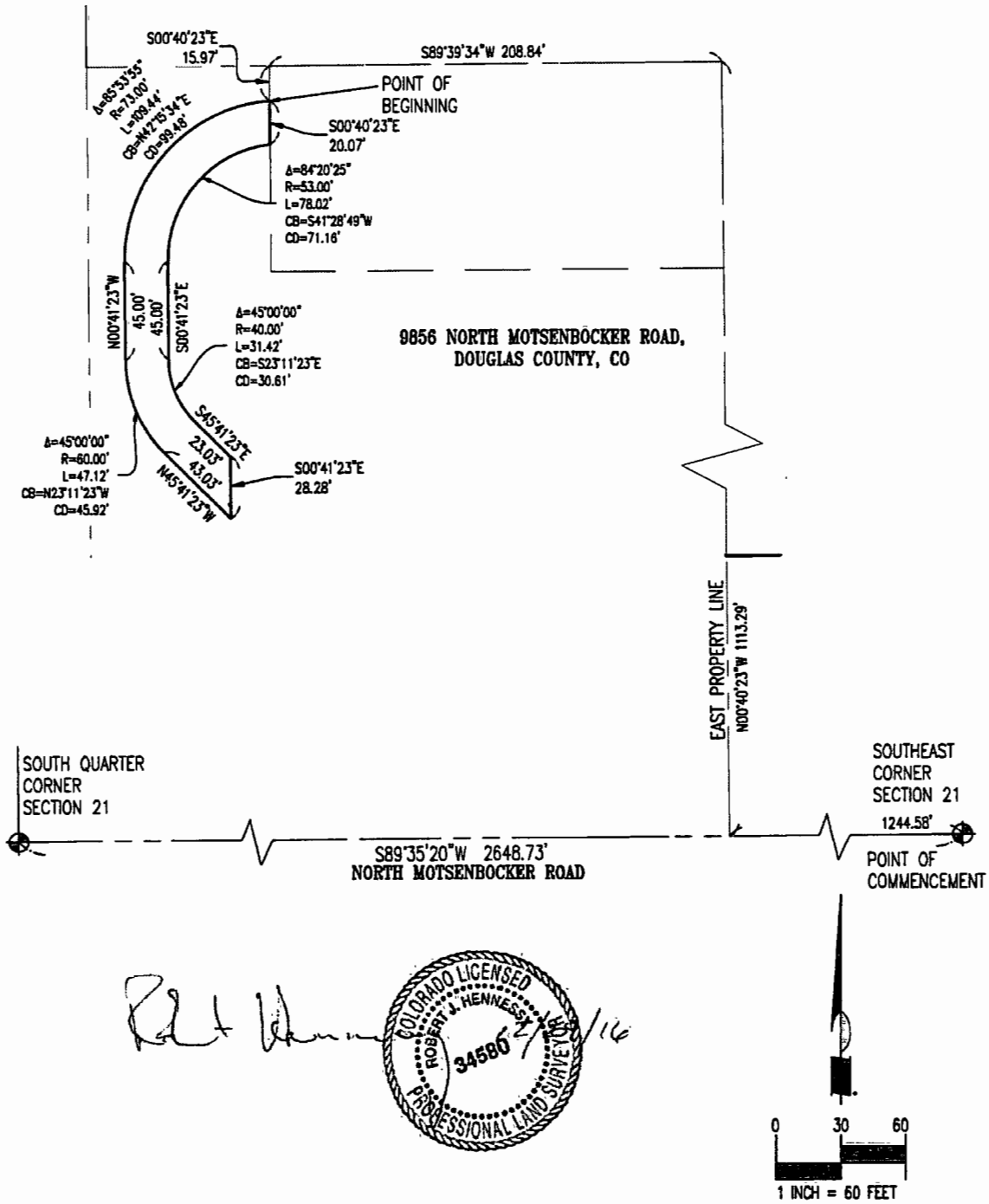
I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

COLORADO LICENSED ROBERT J. HENNESSY 34580 PROFESSIONAL LAND SURVEYOR

12/19/16

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING INC.
5690 WEBSTER STREET, ARVADA, CO 80002
J:\2317\215-083\SURVEY\EXHIBITS\ACCESS ESMT LEGAL REVISED.DOCX

ACCESS EASEMENT
EXHIBIT "A"



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JEHN ENGINEERING

5690 WEBSTER STREET
ARVADA, CO 80002
PH. (303) 423-6036 FAX (303) 467-9438

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

0.097 ACRES	TITLE: POND ACCESS EASEMENT		
SCALE: 1"=60'	REVISED:12.13.16	2317-215-083	MOTS ESMTS.DWG

DETENTION POND EASEMENT
EXHIBIT "A"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21 BEING CONSIDERED TO BEAR SOUTH 89°35'20" WEST, A DISTANCE OF 2648.73 BETWEEN THE FOLLOWING DESCRIBED MONUMENTS AS SHOWN ON THE IMPROVEMENT SURVEY PLAT BY JOB NO. 08-550, DATED 6/5/15 BY DAVID E. ARCHER & ASSOCIATES, INC WHICH WAS UTILIZED BY CLIENT REQUEST FOR ALL FIELD INFORMATION SHOWN OR REFERRED TO HEREIN:

-SOUTH QUARTER CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 25636

-SOUTHEAST CORNER OF SECTION 21 BEING A FOUND 3.25" ALUMINUM CAP PLS 6935

COMMENCING AT SAID SOUTHEAST CORNER OF SECTION 21;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTH 89°35'20" WEST, A DISTANCE OF 1,319.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°35'20" WEST, A DISTANCE OF 166.75 FEET;

THENCE NORTH 00°24'40" WEST, A DISTANCE OF 105.57 FEET;

THENCE NORTH 89°35'20" EAST, A DISTANCE OF 152.60 FEET;

THENCE SOUTH 45°24'40" EAST, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°24'40" EAST, A DISTANCE OF 91.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,504 SQUARE FEET OR 0.402 ACRES, MORE OR LESS.

I, ROBERT J. HENNESSY, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

COLORADO LICENSED ROBERT J. HENNESSY 34580 LAND SURVEYOR

2/18/16

ROBERT J. HENNESSY, PLS NO. 34580 DATE
FOR AND ON BEHALF OF JEHN ENGINEERING, INC.
5690 WEBSTER STREET, ARVADA, CO. 80002
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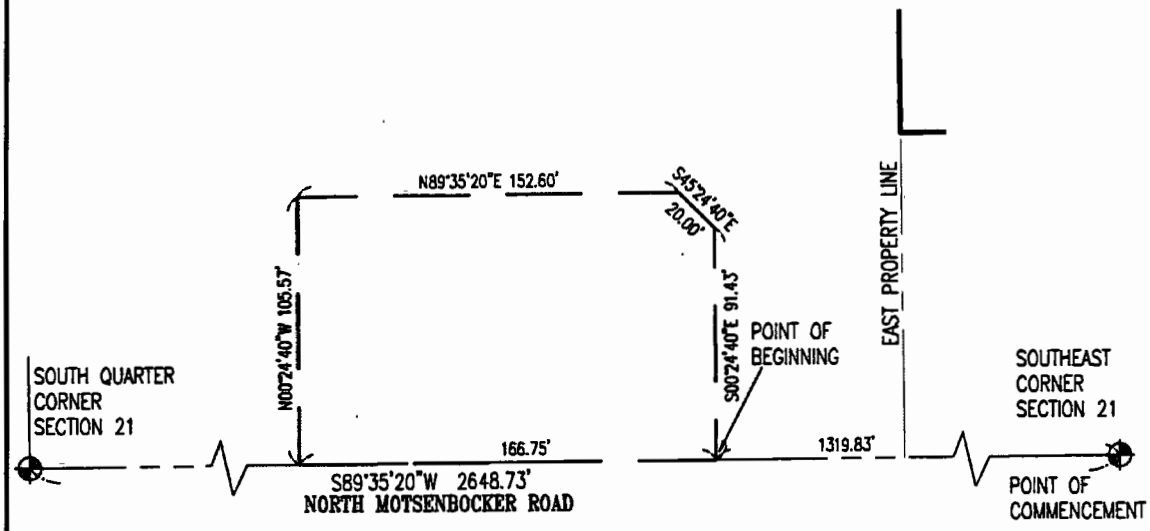
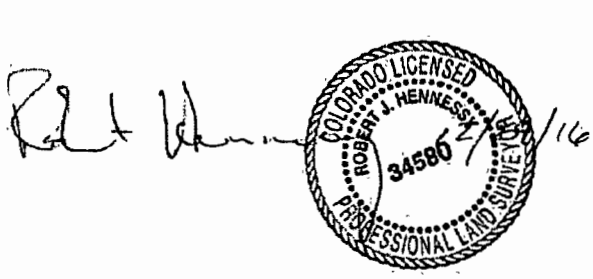
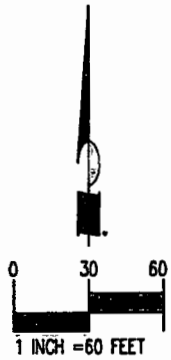
DETENTION POND EASEMENT
EXHIBIT "A"







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JeHN ENGINEERING

5690 WEBSTER STREET
ARVADA, CO 80002
PH. (303) 423-6036 FAX (303) 467-9438

LOCATION:
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

0.402 ACRES±	TITLE: DETENTION EASEMENT		
SCALE: 1"=60'	REVISED:12.13.16	2317-215-083	MOTS ESMTS.DWG

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7H (1)
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: **Cab and Chassis**

☐ PUBLIC HEARING
☒ CONTRACT
☐ MOTION
☐ ORDINANCE FOR 1st READING
☐ ORDINANCE FOR 2nd READING
☐ RESOLUTION

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase two 2017 International cab and chassis', one as a replacement for a current unit and one new unit within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage. These trucks are being purchased for the use of the Town's Streets Division and will be outfitted with dump bodies and snow and ice removal equipment.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for these items was approved as part of the 2017 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. These cab and chassis' will be purchased using the Colorado Department of Transportation's (CDOT) Award #311000478 with McCandless Truck Center LLC (based on CDOT Invitation to Bid HAA-IFB-13248MM for Class 8 Cab and Chassis Tandems to be acquired as needed over a three-year period).

RECOMMENDATIONS: Approve the purchase of two new International cab and chassis' from McCandless Truck Center LLC at a cost of $271,746.00.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

PARKER
COLORADO

Town Council Packet

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PARKER
COLORADO

ITEM NO: 7H (2)
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Dump Body and Snow and Ice Removal Equipment

☐ PUBLIC HEARING
☒ CONTRACT
☐ MOTION
☐ ORDINANCE FOR 1st READING
☐ ORDINANCE FOR 2nd READING
☐ RESOLUTION

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase two dump bodies and snow and ice removal equipment for installation on two Class 8 cab and chassis, based on a Waiver of Select Source to maintain continuity of equipment based on Quote #16-1-1397 dated December 7, 2016.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for these items was approved as part of the 2017 budget.

BACKGROUND: The Town of Parker Fleet Division has acquired the snow and ice removal equipment from Layton (Auto Truck Group) in the past based on Colorado Department of Transportation (CDOT) awards with subpar results; months' long delays in delivery, incorrect invoicing, etc., which created a negative impact on our internal and external customers. Based on these issues, the Fleet Division began working with Kois Brothers Equipment Co. with excellent results. Parker Fleet Division has purchased from Kois Brothers for the past few years and would like to continue to maintain continuity of equipment, maintenance, and service. Kois Brothers Equipment Co. is not currently under a cooperative contract nor have they been awarded a contract the Town of Parker would be able to piggyback off of to enter into a contract.

RECOMMENDATIONS: Approve the purchase of two new dump bodies and snow and ice removal equipment from Kois Brothers Equipment Company, Inc., at a cost of $225,342.00.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7H (3)
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: F150 Trucks / Police Vehicles

☐ PUBLIC HEARING
☒ CONTRACT
☐ MOTION
☐ ORDINANCE FOR 1st READING
☐ ORDINANCE FOR 2nd READING
☐ RESOLUTION

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase four new 2017 Ford F150 trucks as replacement units and new units within the Town of Parker Fleet and three new 2017 Ford Police Interceptor Utility vehicles as replacement units, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage and as new units for new employees. These vehicles are being purchased for the use by Community Development and the Police Department.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for these items was approved as part of the 2017 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an Invitation for Bid (#IFB-20170000000110/Trucks and #IFB-20170000000102/Police) for 2017 Model Year Vehicles. They subsequently awarded various vehicle makes and models to 15 vendors based on low bid, defined options, and required minimum service requirements. Spradley Barr Ford Lincoln of Greeley was awarded various vehicles including the Ford F150 trucks and the Ford Police Interceptor Utility vehicles for model year 2017 with no option to renew for additional terms.

RECOMMENDATIONS: Approve the purchase of seven new vehicles from Spradley Barr Ford Lincoln of Greeley at a cost of $169,878.00.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7H (4)
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: F350/F550 Trucks

☐ PUBLIC HEARING
☒ CONTRACT
☐ MOTION
☐ ORDINANCE FOR 1st READING
☐ ORDINANCE FOR 2nd READING
☐ RESOLUTION

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase three new 2017 Ford F350 trucks and one new 2017 Ford F550 truck as replacements for units within the Town of Parker Fleet, which have been evaluated based on the criteria defined in the Town's Fleet Replacement Policy and which clearly meet the conditions required for replacement, including age and mileage and as new units for new employees. These vehicles are being purchased for use by Public Works – Streets.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for these items was approved as part of the 2017 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. The State of Colorado issued an Invitation for Bid (#IFB 20170000000121) for 2017 Model Year Vehicles. They subsequently awarded various vehicle makes and models to 15 vendors based on low bid, defined options, and required minimum service requirements. Korf Continental was awarded various vehicles including the Ford F350 and F550 trucks for model year 2017 with no option to renew for additional terms.

RECOMMENDATIONS: Approve the purchase of four new vehicles from Korf Continental at a cost of $177,239.00.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 7H (5)
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: Equipment Upfitting for Vehicles

☐ PUBLIC HEARING
☒ CONTRACT
☐ MOTION
☐ ORDINANCE FOR 1st READING
☐ ORDINANCE FOR 2nd READING
☐ RESOLUTION

Don Warn, Finance Director

G. Randolph Young, Town Administrator

ISSUE: The Fleet Division has requested that they be permitted to purchase equipment upfitting for new vehicles within the Town of Parker Fleet. A number of vehicles are being purchased for the use of the Town's Police Department and will be outfitted with appropriate equipment for Public Safety. Other vehicles will be upfitted with light bars, etc. for use by Public Works, Streets, Parks, and Building.

PRIOR ACTION: None.

FUNDING/BUDGET IMPACT: Funding for this item was approved as part of the 2017 budget.

BACKGROUND: Parker's Financial and Budget Policy includes provisions for the Town to acquire goods and services without competition using contracts based on competitive solicitations received by other government agencies. On March 27, 2014, Arapahoe County issued a Request for Proposal (RFP-14-18) for Emergency Equipment and Lighting for Arapahoe County Vehicles. They subsequently awarded to Lighting, Accessory & Warning Systems (LAWS) based on evaluation criteria, defined specifications and timelines, and required minimum service requirements. LAWS was awarded a one year contract with the option to renew for three additional one-year terms. This contract will expire on June 30, 2018.

RECOMMENDATIONS: Approve the purchase of equipment upfitting for Town of Parker vehicles from LAWS at a cost of $111,671.80.

PREPARED/REVIEWED BY: Traci Gorman, Procurement Officer.

ATTACHMENTS: None.

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

PARKER
COLORADO

Town Council Packet

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PARKER
COLORADO

Your kind of place.

PROCLAMATION

WHEREAS, Catholic education has demonstrated its ability to contribute to the national welfare throughout America's history by raising national levels of knowledge, competence and experience; and

WHEREAS, the commitment of Catholic schools to teach Christian values and adhere to sound academic standards and teaching by providing a complete educational program involving students, teachers and family; and

WHEREAS, Ave Maria Catholic School in Parker, Colorado provides quality education in the Catholic tradition that emphasizes the formation of moral values and commitment to community service; and

WHEREAS, the Catholic Church and Ave Maria Catholic School strive to instill in each child a desire for learning and a love and appreciation for God's creation which will strengthen the community and the nation by keeping viable the right to freedom of religion under law;

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, Colorado, do hereby proclaim January 29, 2017 through February 4, 2017, as

NATIONAL CATHOLIC SCHOOLS WEEK

in Parker, Colorado, and urge all citizens to take cognizance of this event and participate fittingly in its observance.

In witness thereof, I have hereunto set my hand this 30th day of January, 2017.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 9A
DATE: 02/06/2017

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**

- [x] PUBLIC HEARING
- [ ] CONTRACT
- [ ] MOTION
- [ ] ORDINANCE FOR 1st READING (01/17/2017)
- [x] ORDINANCE FOR 2nd 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 second reading."

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

Town of Parker
2017 Revised Budget
February 6, 2017

Exhibit A

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

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**

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ITEM NO: 9B
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: LOT 1 OLDE TOWN AT PARKER FILING 1A 1ST AMENDMENT – Use by Special Review

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

John Fussa, Community Development Director

G. Randolph Young, Town Administrator

ISSUE:
The applicant, Canine Country Club, LLC, seeks approval of a Use by Special Review to allow a dog grooming facility.

PRIOR ACTION:
None

FUNDING/BUDGET IMPACT:
None

BACKGROUND:
The proposed dog training and boarding facility is located within an existing building at the southeast corner of Jordan Road and Mainstreet. The building on Lot 1 of Olde Town at Parker Filing 1A, 1st Amendment is zoned Commercial Center within the Olde Town Planned Development (PD). The PD does not specifically address dog grooming facilities. Staff has determined that this use most closely relates to veterinary clinics and hospitals and therefore may be considered as a Use by Special Review.

The existing building was constructed for commercial uses and the original tenant finish included the installation of additional insulation for noise mitigation. The insulation will alleviate the potential for noise impacts from barking dogs.

The applicant's actions to mitigate the potential for noise and pet waste impacts as well as the property's location within a commercial area of the Town will ensure the use is compatible with the character of surrounding uses.

The dog grooming facility will be compatible with surrounding uses when evaluated against the nine Use by Special Review criteria as specified in the Town's Land Development Ordinance. The proposal conforms to the Town's Master Plan and will not result in an over-intensive use of the site.

For complete Use by Special Review analysis please refer to the Planning Commission staff report that is attached.

RECOMMENDATION:
Staff recommends that Town Council approve the Lot 1 Olde Town at Parker Filing 1A, 1st Amendment Use by Special Review.

On January 26, 2017, the Planning Commission will make a recommendation to Town Council.

PREPARED/REVIEWED BY:
Ryan McGee, Associate Planner; Bryce Matthews, Planning Manager; Jason Rogers, Deputy Community Development Director; John Fussa, Community Development Director

ATTACHMENTS:
1. Vicinity Map
2. Planning Commission Staff Report and Referral Agency Comments

RECOMMENDED MOTION:
"I move to approve, based upon staff findings, with the four conditions contained in the staff report:"

1. That the Use by Special Review materials submitted to the Community Development Department on October 26, 2016 shall be the approved Use by Special Review materials.

2. A building permit shall be required for any interior or exterior work completed on site.

3. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS A GRADING PERMIT OR BUILDING PERMIT HAS BEEN APPLIED FOR.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.

4. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding electrical and structural requirements associated with the sign permit.

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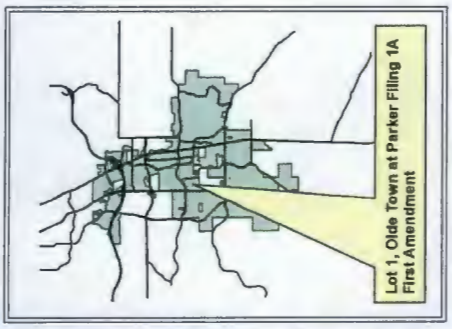
Canine Country Club Use by Special Review

Attachment 1

Lot 1, Olde Town at Parker Filing 1A First Amendment
(aka 17002 Mainstreet Unit K)



Legend
- Town Boundary
- Site
- Roads

Project Narrative:
A Use by Special Review Request to permit a pet grooming use in Olde Town Planned Development.

Planner: Ryan McGee
Hearing Schedules:
Planning Commission: January 26, 2017
Town Council: February 6, 2017

PARKER
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Community Development Department Memorandum
Development Review Division

To: Town of Parker Planning Commission

From: Ryan McGee, AICP, Associate Planner RM
Bryce Matthews, AICP, Planning Manager

Through: Jason Rogers, AICP, Deputy Community Development Director JRR

Date: January 26, 2017

Regarding: Public Hearing: Lot 1 Olde Town at Parker Filing 1A 1st Amendment – Use by Special Review
[Case No. Z16-034]

Section I. Subject & Proposal:

Location: Southeast corner of Jordan Road and Mainstreet

Applicant: Kristen Hjelm, Canine Country Club

Proposal: The applicant proposes a Use by Special Review to allow a dog grooming facility.

Section II. Background:

History: Olde Town at Parker was annexed in December 2000. The Planned Development for Olde Town was last amended in August 2003 to modify the types and styles of residential dwelling units within the project. On November 5, 2007, Town Council approved a Replat which subdivided Lot 1, Block 1 of the Olde Town Subdivision Filing No. 1A into 5 lots and 1 tract for future conveyance. On August 11, 2008, Town Council approved the Olde Town Filing No. 1A, 2nd Amendment Replat which subdivided Lot 4 of Olde Town Filing No. 1A, 1st Amendment into four (4) lots.

On November 8, 2007, the Planning Commission approved a 21,440 square foot retail building on Lot 1 of Olde Town Filing No. 1A, 1st Amendment. On March 16, 2009 Town Council approved a Use by Special Review for a veterinary clinic in the tenant space being considered for this proposed dog grooming facility.

Land Use Summary Data:

Total Area: 2.367 acres (103,106 square feet)

Zoning: Olde Town Planned Development (PD)

Existing Use: The property currently has a 21,440 s.f. multi-tenant commercial building with retail, health and restaurant uses on it that was built in 2008.

Surrounding Zoning & Land Use:

North: Clarke Property Planned Development (PD) – existing single family homes north of Mainstreet

East: Olde Town Planned Development (PD) – existing gas station

South: Olde Town Planned Development (PD) – vacant commercially zoned land

West: Bradbury Ranch, 3rd AMD Planned Development (PD) – vacant commercially zoned land west of Jordan Road

Section III. Analysis:

Conformance with Land Development Ordinance:
Lot 1 Olde Town at Parker Filing 1A 1st Amendment is located within the Commercial Center designation of the Olde Town PD. The Olde Town PD follows the Commercial Center standards do not specifically address dog grooming facilities. The Town has determined that this use most closely relates to veterinary clinics and hospitals and therefore may be considered as a Use by Special Review.

Characteristics of Use:
Canine Country Club specializes in dog grooming and has accessory retail sales of pet supplies. Retail sale of pet supplies is a use by right.

Parking:
Pursuant to the Land Development Code, "kennels, pet day care, and veterinary clinics" are required to provide 1 stall per 400 square feet of gross floor area, or seven (7) parking stalls. The existing site provides one hundred and twelve (112) parking spaces, which exceeds the parking requirements of the Town's Land Development Code. Therefore, parking requirements have been satisfied.

Utilities:
Parker Water and Sanitation District, Xcel Energy and IREA will continue to provide utility service to the development.

Major Roads, Access and Circulation:
There are no proposed changes to the existing vehicular access or traffic circulation.

Section IV.
Additional Staff Findings:

The Town of Parker Land Development Code, §13.04.240(f), specifies nine criteria to be used in evaluating zoning requests. If the proposed use meets these criteria, or can meet them subject to reasonable mitigation conditions, the use may be approved.

1. **Will be in harmony and compatible with the character of the surrounding areas and neighborhood;**

   Applicant analysis and findings:
   We are an existing company that has been in the area for over 10 years. We are well supported and are able to meet this requirement easily by working closely with the neighboring Vet Clinic.

   Staff analysis and findings:
   The dog grooming facility is proposing to move into an existing building within a commercial area of the Town. The existing building was constructed for retail uses and the previous tenant finish included the installation of additional insulation for noise mitigation based on a previous Use by Special Review. The insulation will alleviate the potential for noise nuisance from barking dogs.

   There will be no outdoor use for this facility and a pet waste receptacle is proposed as a part of this project.

   The applicant's actions to mitigate the potential for noise and pet waste impacts as well as the property's location within a commercial area of the Town with no residential land uses adjacent will ensure the use is in harmony and compatible with the character of the surrounding neighborhood and uses.

2. Will be consistent with the Town Master Plan;

Applicant analysis and findings:
We plan to use the space as it is zoned and for no other reason.

Staff analysis and findings:
The Town's Master Plan 2035/General Land Use Plan identifies the property as located within a "Neighborhood Center," and offers this specific language concerning that designation: "Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Center include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small office, recreational uses and restaurants are also permitted. Generally, the Gross Leasable Area (GLA) for the commercial/office components within Neighborhood Centers range from 50, 000 to 250,000 square feet."

Dog grooming is consistent with the Neighborhood Character Area designation under the Town Master Plan 2035. Staff finds the placement of this use at the subject location will be compatible with the surrounding land uses and is consistent with the Parker 2035 Master Plan.

3. Will not result in an over-intensive use of land;

Applicant analysis and findings:
We have no intentions of using any land. The business will be run inside the building only.

Staff analysis and findings:
The applicant is proposing to use tenant space within an existing building. No additional modifications to the property are being proposed. Staff finds that the dog grooming use will not result in an over-intensive use of the land as the use will be moving into an existing building and there is adequate parking located on site to serve the proposed use.

4. Will not have a material adverse effect on community capital improvement programs;

Applicant analysis and findings:
There is no anticipated adverse effect of community capital improvement programs as we share retail building with other retail businesses.

Staff analysis and findings:
All necessary infrastructure to serve the site has been installed. This use will not negatively impact existing roads, utilities, or storm drains beyond their existing designed capacity and therefore will not adversely affect capital improvement programs. The use will occupy an existing structure and tenant improvements will be designed to accommodate the dog grooming use. Therefore, staff finds the proposed facility will not result in a materially adverse impact upon any community capital improvement program.

5. **Will not require a level of community facilities and services greater than that which is available;**

Applicant analysis and findings:
We will not require a greater level of facilities or services greater that which is available.

Staff analysis and findings:
The proposed use will locate in an existing building in a designated commercial development. This use is not anticipated to generate demand for additional municipal services (police, street maintenance, drainage facility maintenance, etc.) or facilities (parks, recreation center usage, etc.) beyond which the Town currently provides. Therefore, staff finds the proposed use will not require a level of community facilities and services greater than presently available to serve the site.

6. **Will not result in undue traffic congestion or traffic hazards;**

Applicant analysis and findings:
The approved design of the center allows for easy flow of traffic in and out on Jordan Rd. and Main Street. As our business is mostly appointment based we do not expect a large flow of traffic at any time.

Staff analysis and findings:
This property has vehicular access from Jordan Road and Mainstreet via internal access drives. Employees, customers and their pets will arrive and depart at various times during the hours of operation. The proposed use is not anticipated to generate significant traffic volumes or lead to congestion which might result in undue traffic hazards.

7. Will not cause significant air, water or noise pollution;

Applicant analysis and findings:
We will not cause any significant noise or air pollutions any greater than the neighbors we share walls with (Fitness gym, and Vets office) we will also not cause any greater water pollution that our neighboring vets office. We will also install pet waste dispensers on the north side of building; in the front entry, and also on the south side *on dumpster.*

Staff analysis and findings:
The property is located within commercial area of the Town. The existing structure was built for commercial uses which when the previous tenant finish was completed included additional insulation which will help mitigate sounds normally associated with dog grooming, including barking dogs. The applicant's plan for pet waste removal will mitigate the potential (if any) for significant air and water pollution. Therefore the veterinary clinic use will not cause significant air, water or noise pollution.

8. Will be adequately landscaped, buffered and screened; and

Applicant analysis and findings:
Existing landscaping for the center has already been approved/ accepted by the town of Parker.

Staff analysis and findings:
All dog grooming activities will be conducted internal to the existing building. Staff finds the existing landscaping approved with the original Site Plan for the multi-tenant building is adequate.

9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.

Applicant analysis and findings:
We only use the safest products when handling our customers. The welfare and safety of the dogs that are left in our care is of utmost importance to us. We have plans to make sure that everything is as safe as possible for our customers, their dogs, and any other person/ animal that walks in the door.

Staff analysis and findings:

The dog grooming facility will provide a necessary service to Parker residents and their pets. The negative impacts created by dog grooming uses in this location are minimal if any. The measures being taken by the applicant to mitigate and eliminate the potential for negative impacts ensure that the use will not be detrimental to the health, safety and welfare of present or future inhabitants of the Town.

The applicant will work to ensure pet health and welfare and not be detrimental to the health, safety or welfare of present or future inhabitants of the Town.

Section V.
Referral Agency Comments:

Below are the condensed versions of referral responses received from affected agencies:

Town of Parker Engineering Dept.:
No comment

Parker Water & Sanitation District:
Approved

Town of Parker Building:
A building permit will be required for any interior or exterior work.

Town of Parker Fire/Life Safety:
Approved

Town of Parker Comprehensive Planning:
No comment

Town of Parker Police Department:
No comment

Town of Parker Economic Development:
No comment

IREA:
No comment

Xcel Energy:
No conflict

CenturyLink:
No comment

Comcast:
No comment

Section V.
Recommendation:

Staff recommends that the Planning Commission recommend that the Town Council approve the Lot 1, Olde Town Filing 1A 1st Amendment Use by Special Review request to allow a dog grooming facility with the following conditions:

1. That the Use by Special Review materials submitted to the Community Development Department on October 26, 2016 shall be the approved Use by Special Review materials.

2. A building permit shall be required for any interior or exterior work completed on site.

3. **THIS APPROVAL SHALL EXPIRE SIX (6) MONTHS AFTER THE DATE OF APPROVAL UNLESS A GRADING PERMIT OR BUILDING PERMIT HAS BEEN APPLIED FOR.** The Community Development Director, upon written request, may grant a ninety-(90) day extension.

4. This approval **DOES NOT** include signage. A separate sign permit is required from the Community Development Department. The applicant shall also contact the Building Division regarding electrical and structural requirements associated with the sign permit.

Section VI.
Attachments:

1. Vicinity Map
2. Applicant Project Narrative

Section VII.
Proposed Motion(s):

"I move that the Planning Commission recommend the Town Council approve the Lot 1, Olde Town Filing 1A 1st Amendment Use by Special Review request to allow a dog grooming facility with the four conditions outlined in staff's report."

Use by Special Review

Business Operation Description

17002 E. Mainstreet, Unt K

Parker, CO 80134

Canine Country Club, LLC is looking to move an existing business to the new location at the Shoppes at Old Town in parker. The Groom shop used to be Gannon Grooming, which has been in business for over a decade, proudly offering our grooming services to the community. The business had changed hands and name to K-9 Salon and Market in October of 2015, and now will be changing hands again to new owners that have been working in the salon for 5 years, and moving to a new location. We will continue to offer the same great grooming service to our customers, who have been supporting us from the beginning.

We are a cage free groom shop, who takes special consideration for dogs that need extra attention, as well as provide excellent service to our regular, recurring customers. We plan to expand into some retail, including but not limited to, treats, beds, harnesses, and other specialty items. In the future, we would also like to expand into the breeding/ sale of small mammals, reptiles, fish, and their necessary equipment and supplies. We do not offer boarding/ overnight stays, or daycare.

We are relocating the business to the Shoppes at Old town (SEC of Mainstreet and Jordan Rd.) to a space location between the Veterinary clinic and LA Boxing. We do not anticipate creating any burden to our neighbors or community. Hours of operation will be Tuesday- Saturday, 7:00 am – 5:00pm. Sunday and Monday hours are to be determined.

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Town of Parker COLORADO

ITEM NO: 10
DATE: 02/06/2016

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 4.111.1 – A Bill for an Ordinance to Amend Section 11.17.20 of the Parker Municipal Code Concerning Growing Medical Marijuana

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING (09/19/2016)
- ☒ ORDINANCE FOR 2nd READING (02/06/2017)
- ☐ RESOLUTION

James S. Maloney, Town Attorney | **G. Randolph Young, Town Administrator**

ISSUE: The Town currently permits (subject to regulation) residential cultivation of marijuana for medical use. The Town does not regulate the number of plants that can be cultivated within a primary residence or the height of the area used for cultivation. Recently, Douglas County adopted an ordinance limiting the number of plants that can be cultivated within a primary residence to twelve (12) and the area used for cultivation to 1,000 cubic feet volume. The Town will need to amend its regulations in order to maintain uniformity between the regulations in the Town and unincorporated Douglas County and to address the public safety impacts that have resulted from the cultivation of marijuana in Town residences.

PRIOR ACTION: The Town Council adopted Chapter 11.17 to the Parker Municipal Code to address the "Growing of Medical Marijuana in Residential Structures" on August 15, 2011, which was amended on May 18, 2015. Ordinance No. 4.111.1 was passed on first reading on September 19, 2016, and second reading was held on October 3, 2016, at which time the Town Council received public comment and continued second reading to February 6, 2017.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town currently permits (subject to regulation) residential cultivation of marijuana for medical use. Although the Town's regulations have been in effect since 2011, the Town has encountered large-scale cultivation of marijuana for medical use in Town residences, often in noncompliance with the Town's regulations. The Town has received numerous nuisance complaints of foul smell coming from residences in the Town that are cultivating marijuana on a large scale, including illegal modifications to electrical and ventilation systems and the illegal storage of chemicals used in the cultivation of marijuana, creating significant public safety issues for both the occupants of these residences as well as their neighbors.

In 2016, Douglas County adopted an ordinance to regulate the cultivation of marijuana within unincorporated areas of Douglas County. The major difference between Douglas Counties ordinance and the Town's regulations, is that Douglas County limits the number of plants that can be cultivated within a primary residence to twelve (12) and limits the area used for cultivation to 1,000 cubic feet volume. The Town does not regulate the number of plants that can be cultivated within a primary residence, but does regulate square footage of the area that

can be used to cultivate, produce or possess marijuana plants. However, the Town's regulations do not limit the height of the area used to cultivate, produce or possess marijuana plants.

In order to address the public safety impacts created by large-scale cultivation of marijuana within primary residences and to establish uniformity in the regulations between the Town and unincorporated Douglas County, the proposed ordinance will limit the number of marijuana plants that may be grown in the primary residence to twelve (12), will limit the wattage used for the lights that are used in the cultivation area, and will set the maximum ceiling height at ten (10) feet within the area used for cultivation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Chief David King; Deputy Chief Jim Tsurapas; John Fussa, Community Development Director; Gil Rossmiller, Chief Building Official; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 4.111.1.

RECOMMENDED MOTION: "I move to approve Ordinance No. 4.111.1 on second reading."

ORDINANCE NO. 4.111.1 , Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.17.020 OF THE PARKER MUNICIPAL CODE CONCERNING GROWING MEDICAL MARIJUANA

WHEREAS, the Town Council adopted Ordinance No. 4.103, Series of 2011, to regulate the growing of medical marijuana in the Town of Parker;

WHEREAS, the Town Council adopted Ordinance No. 4.107, Series of 2012, to regulate the growing of marijuana for personal use in the Town of Parker;

WHEREAS, the Town Council adopted Ordinance No. 4.111, Series of 2015, to amend the regulations related to the growing of medical marijuana and marijuana for personal use;

WHEREAS, the purpose of Ordinance Nos. 4.103, 4.107 and 4.111 is to ensure that marijuana is cultivated in a safe manner in a primary residence, a manner that complies with the Town of Parker's life-safety codes and is compatible with the surrounding residential area (the "Regulations");

WHEREAS, although the Regulations have been in effect since 2011, the Town has encountered large-scale cultivation of marijuana in primary residences located in the Town, often in noncompliance with the Regulations;

WHEREAS, the Town has received numerous nuisance complaints of foul smells coming from primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed illegal modifications to electrical systems within primary residences that are cultivating marijuana on a large scale, including the installation of illegal modifications that bypass the electric meter in violation of the Regulations;

WHEREAS, the Town has observed illegal modifications to ventilation systems within primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the illegal storage of chemicals used to cultivate marijuana within primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the illegal alteration of the structure of the primary residence, such as the removal of portions of the floor joist that supports the floor structure, to make room for duct work that is part of the ventilation system that is used for cultivating marijuana on a large scale, in violation of the Regulations;

WHEREAS, the Town has observed mold conditions in primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the cultivating of marijuana in primary residences in excess of the space limitations and in violation of the lighting, ventilation and filtration standards prescribed by the Regulations, in areas that have not been secured as required by the Regulations;

WHEREAS, the occupants of the primary residences that are engaged in these large-scale marijuana cultivations are often tenants that do not have the written permission of the property owner as required by the Regulations;

WHEREAS, the occupants of some of the primary residences that are engaged in these large-scale marijuana cultivations have recently moved to Parker from other states, such as Florida;

WHEREAS, to the extent that these large-scale marijuana cultivations that are contained in primary residences are characterized as "medical marijuana," the marijuana can only be cultivated by a patient or primary care-giver, under the Colorado Constitution;

WHEREAS, the Colorado Constitution defines a "patient" as "a person with a debilitating medical condition;" (See Colo. Const. Art. XVIII, Section 14(1)(d))

WHEREAS, there is nothing in the Colorado Constitution that authorizes a patient to cultivate more than six (6) marijuana plants in the patient's primary residence in contravention of state or local life-safety codes;

WHEREAS, the Colorado Constitution defines a "primary care-giver" as a person that has "significant responsibility for managing the well-being of a patient who has a 'debilitating medical condition;'" (See Colo. Const. Art. XVIII, Section 14(1)(f))

WHEREAS, there is nothing in the Colorado Constitution that authorizes a primary caregiver, while managing the well-being of a patient, to cultivate a patient's marijuana plants in the primary residence of the primary caregiver;

WHEREAS, for quantities of marijuana in excess of six (6) plants, the Colorado Constitution only provides that "a patient or his or her primary care-giver may raise as an affirmative defense to charges of violation of state law that such greater amounts were medically necessary to address the patient's debilitating medical condition" (see Colo. Const. Art. XVIII, Section 14(1)(f));

WHEREAS, the affirmative defense to charges for violating state law does not create an affirmative right to engage in large-scale cultivation in primary residences, which were not designed for this type of use and create life-safety issues for the occupants, the adjacent residential homes, and emergency responders;

WHEREAS, the greater number of plants, the more lights that are required and the more significant modifications to the electrical and ventilation systems to a primary residence;

WHEREAS, the typical circuit to serve a room within a primary residence is a 15-amp circuit;

WHEREAS, under the Town of Parker Electrical Code, a 15-amp circuit at eighty percent (80%) capacity, a required safety margin under the building code, can accommodate 1,440 watts;

WHEREAS, additional plants require more grow lamps for maximum yields and require modified electrical systems to handle added capacity requirements or extension cords that allow lights to be plugged into different circuits throughout the house;

WHEREAS, such cords create additional fire hazards, tripping hazards, and entanglement hazards for responding police and firefighters in the event of an emergency;

WHEREAS, grow lamps that produce the highest yields produce significant heat that must be reduced by additional ventilation or supplemental air conditioning, which requires further modifications to existing ventilation and electrical systems of the primary residence that are not customarily incidental to the main residential use of a primary residence;

WHEREAS, nuisance odors become more obvious with larger grow operations, causing impacts in residential communities where adjacent neighbors are frequently within close proximity;

WHEREAS, due to the large scale cultivation of marijuana in primary residences, the failure of the occupants of these primary residences to comply with the Regulations, and the significant health and public-safety concerns with multiple and persistent violations of the Regulations, the Town is left with no choice but to regulate the number of plants that are permitted within a primary residence in a manner consistent with the provisions of the Colorado Constitution**, and the wattage for the lights that are used to grow marijuana in a primary residence**;

WHEREAS, by limiting the number of plants that can be grown in the primary residence **and the wattage for the lights that are used to grow marijuana in a primary residence**, the occupants will no longer have the incentive for illegally modifying the electrical, ventilation and filtration systems of a primary residence, which in turn will reduce the corresponding foul odor, mold, and significant health and public-safety concerns caused by large-scale marijuana grows in a primary residence;

WHEREAS, Douglas County has experienced similar problems in the unincorporated areas of Douglas County, which resulted in the adoption of Ordinance No. O-016-002 on August 9, 2016, which ~~also~~ limits the number of plants to 12 within a primary residence and a similar limitation in the Town will allow for uniformity between these two jurisdictions in regulating the cultivation of marijuana;

WHEREAS, the enabling legislation recognizes that local governments such as municipalities and county's have the authority to regulate the growing of marijuana and the Town as a home rule municipality pursuant to Article XX, Section 6 of the Colorado Constitution is authorized to adopt regulations to protect the health, safety and welfare of the Town and its inhabitants; (See Section 29-1.5-106(13.5), C.R.S.)

WHEREAS, the Town Council determined that the adoption of regulations to limit the number of marijuana plants that can be cultivated in a primary residence is necessary and desirable for the health, safety, and welfare of the Town and its inhabitants; and

WHEREAS, this Ordinance does not unreasonably impair or impede the exercise of rights afforded citizens under Amendments 20 and 64 to the Colorado Constitution.

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

Section 1. Subsection 11.17.020(a) of the Parker Municipal Code is amended to read as follows:

11.17.020 Growing of medical marijuana.

(a) A primary caregiver, for purposes of this Chapter and consistent with Article XVIII, Section 14(1)(f) of the Colorado Constitution, is defined as a natural person, other than the patient and the patient's physician, who is eighteen (18) years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. In addition to other activities conducted on behalf of the patient, a primary caregiver, a patient or a group of patients cultivating marijuana plants for their own use may cultivate, possess, produce, use or transport marijuana or paraphernalia to administer marijuana for medicinal purposes, subject to the following.

* * *

(4) Such marijuana plants shall not be grown or processed in the common areas of a ~~**multi-family or attached residential**~~ **multiple-family dwelling** development.

(5) Such cultivation, production or possession of marijuana plants shall be limited to the following space limitations within a primary residence:

a. Within a ~~**single-family**~~ **one-family** dwelling ~~**unit (Group R-3, as defined by the International Building Code): A**~~ **, as defined in Section 13.02.010 of this Code, that is a** secure, defined, contiguous one-hundred-fifty-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the licensed patient or registered caregiver.

b. Within a ~~**multi-family**~~ **multiple-family** dwelling ~~**unit (Group R-2, as defined by the International Building Code): A**~~ **, as defined in Section 13.02.010 of this Code, that is a** secure, defined, contiguous one-hundred-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the patient or registered caregiver.

* * *

(7) Lighting used within a cultivation area shall be limited to light-emitting diodes (LEDs), compact fluorescent lamps (CFLs), **light-emitting ceramic (LEC)**, or fluorescent lighting. All high-intensity discharge (HID) lighting, including, but not limited to, mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high-pressure sodium (HPS) lamps, and xenon short-arc lamps are prohibited. Lighting that is used in a cultivation area shall not be visible from the exterior of the primary residence. **Lighting used in the cultivation area shall not exceed one thousand four hundred forty (1,440) watts total for the entire cultivation area in the primary residence.**

* * *

(9) A cultivation area shall include a ventilation and filtration system designed to ensure that odors from the growing or processing of marijuana are not detectable beyond the property line for a ~~**detached single-family residential**~~ **one-family** dwelling, or the exterior walls of a ~~**multi-family**~~ **multiple-family** dwelling, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence.

* * *

(17) **No more than twelve marijuana (12) plants may be grown in the primary residence~~, provided, however, there is no limit on the number of marijuana plants grown in primary residence, if the output of light used to cultivate the marijuana plants does not exceed an output of 4,500 watts within a detached single-family dwelling unit as defined in Section 11.17.020(5)a. or 3,000 watts within a multi-family dwelling unit as defined in Section 11.17.020(5)b., and there is full compliance with all applicable provisions of this Chapter, including, but not limited to the space limitations within a primary residence as defined in Section 11.17.020(5)a. and b.~~**

Section 2. The "whereas" clauses contained herein are made a part of this Ordinance as if fully set forth herein.

Section 3. 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 4. 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 5. This Ordinance shall become effective ten (10) days after final publication.

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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Town of Parker COLORADO

ITEM NO: 11
DATE: 02/06/2017

REQUEST FOR TOWN COUNCIL ACTION

TITLE: ORDINANCE NO. 4.111.2 – A Bill for an Ordinance to Amend Section 11.18.20 of the Parker Municipal Code Concerning Growing Marijuana for Personal Use

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING (09/19/2016)
- ☒ ORDINANCE FOR 2nd READING (02/06/2017)
- ☐ RESOLUTION

James S. Maloney, Town Attorney

G. Randolph Young, Town Administrator

ISSUE: The Town currently permits (subject to regulation) residential cultivation of marijuana for persona use. The Town does not regulate the number of plants that can be cultivated within a primary residence or the height of the area used for cultivation. Recently, Douglas County adopted an ordinance limiting the number of plants that can be cultivated within a primary residence to twelve (12) and the area used for cultivation to 1,000 cubic feet volume. The Town will need to amend its regulations in order to maintain uniformity between the regulations in the Town and unincorporated Douglas County and to address the public safety impacts that have resulted from the cultivation of marijuana in Town residences.

PRIOR ACTION: The Town Council adopted Chapter 11.18 to the Parker Municipal Code to address the "Growing of Marijuana in Residential Structures" on November 26, 2012, which was amended on May 18, 2015. Ordinance No. 4.111.2 was passed on first reading on September 19, 2016, and second reading was held on October 3, 2016, at which time the Town Council received public comment and continued second reading to February 6, 2017.

FUNDING/BUDGET IMPACT: None.

BACKGROUND: The Town currently permits (subject to regulation) residential cultivation of marijuana for personal use. Although the Town's regulations have been in effect since 2012, the Town has encountered large-scale cultivation of marijuana in Town residences, often in noncompliance with the Town's regulations. The Town has received numerous nuisance complaints of foul smell coming from residences in the Town that are cultivating marijuana on a large scale, including illegal modifications to electrical and ventilation systems and the illegal storage of chemicals used in the cultivation of marijuana, creating significant public safety issues for both the occupants of these residences as well as their neighbors.

In 2016, Douglas County adopted an ordinance to regulate the cultivation of marijuana within unincorporated areas of Douglas County. The major difference between Douglas Counties ordinance and the Town's regulations, is that Douglas County limits the number of plants that can be cultivated within a primary residence to twelve (12) and limits the area used for cultivation to 1,000 cubic feet volume. The Town does not regulate the number of plants that can be cultivated within a primary residence, but does regulate square footage of the area that

can be used to cultivate, produce or possess marijuana plants. However, the Town's regulations do not limit the height of the area used to cultivate, produce or possess marijuana plants.

In order to address the public safety impacts created by large-scale cultivation of marijuana within primary residences and to establish uniformity in the regulations between the Town and unincorporated Douglas County, the proposed ordinance will limit the number of marijuana plants that may be grown in the primary residence to twelve (12), will limit the wattage used for the lights that are used in the cultivation area, and will set the maximum ceiling height at ten (10) feet within the area used for cultivation.

RECOMMENDATION: Approve.

PREPARED/REVIEWED BY: Chief David King; Deputy Chief Jim Tsurapas; John Fussa, Community Development Director; Gil Rossmiller, Chief Building Official; James S. Maloney, Town Attorney

ATTACHMENT: Ordinance No. 4.111.2.

RECOMMENDED MOTION: "I move to approve Ordinance No. 4.111.2 on second reading."

Attachment

ORDINANCE NO. 4.111.2, Series of 2016

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 11.18.20 OF THE PARKER MUNICIPAL CODE CONCERNING GROWING MARIJUANA FOR PERSONAL USE

WHEREAS, the Town Council adopted Ordinance No. 4.103, Series of 2011, to regulate the growing of medical marijuana in the Town of Parker;

WHEREAS, the Town Council adopted Ordinance No. 4.107, Series of 2012, to regulate the growing of marijuana for personal use in the Town of Parker;

WHEREAS, the Town Council adopted Ordinance No. 4.111, Series of 2015, to amend the regulations related to the growing of medical marijuana and marijuana for personal use;

WHEREAS, the purpose of Ordinance Nos. 4.103, 4.107 and 4.111 is to ensure that marijuana is cultivated in a safe manner in a primary residence, a manner that complies with the Town of Parker's life-safety codes and is compatible with the surrounding residential area (the "Regulations");

WHEREAS, although the Regulations have been in effect since 2011, the Town has encountered large-scale cultivation of marijuana in primary residences located in the Town, often in noncompliance with the Regulations;

WHEREAS, the Town has received numerous nuisance complaints of foul smells coming from primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed illegal modifications to electrical systems within primary residences that are cultivating marijuana on a large scale, including the installation of illegal modifications that bypass the electric meter in violation of the Regulations;

WHEREAS, the Town has observed illegal modifications to ventilation systems within primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the illegal storage of chemicals used to cultivate marijuana within primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the illegal alteration of the structure of the primary residence, such as the removal of portions of the floor joist that supports the floor structure, to make room for duct work that is part of the ventilation system that is used for cultivating marijuana on a large scale, in violation of the Regulations;

WHEREAS, the Town has observed mold conditions in primary residences that are cultivating marijuana on a large scale in violation of the Regulations;

WHEREAS, the Town has observed the cultivating of marijuana in primary residences in excess of the space limitations and in violation of the lighting, ventilation and filtration standards prescribed by the Regulations, in areas that have not been secured as required by the Regulations;

WHEREAS, the occupants of the primary residences that are engaged in these large-scale marijuana cultivations are often tenants that do not have the written permission of the property owner as required by the Regulations;

WHEREAS, the occupants of some of the primary residences that are engaged in these large-scale marijuana cultivations have recently moved to Parker from other states, such as Florida;

WHEREAS, to the extent that these large-scale marijuana cultivations that are contained in primary residences are characterized as "medical marijuana," the marijuana can only be cultivated by a patient or primary care-giver, under the Colorado Constitution;

WHEREAS, the Colorado Constitution defines a "patient" as "a person with a debilitating medical condition;" (See Colo. Const. Art. XVIII, Section 14(1)(d))

WHEREAS, there is nothing in the Colorado Constitution that authorizes a patient to cultivate more than six (6) marijuana plants in the patient's primary residence in contravention of state or local life-safety codes;

WHEREAS, the Colorado Constitution defines a "primary care-giver" as a person that has "significant responsibility for managing the well-being of a patient who has a 'debilitating medical condition;'" (See Colo. Const. Art. XVIII, Section 14(1)(f))

WHEREAS, there is nothing in the Colorado Constitution that authorizes a primary caregiver, while managing the well-being of a patient, to cultivate a patient's marijuana plants in the primary residence of the primary caregiver;

WHEREAS, for quantities of marijuana in excess of six (6) plants, the Colorado Constitution only provides that "a patient or his or her primary care-giver may raise as an affirmative defense to charges of violation of state law that such greater amounts were medically necessary to address the patient's debilitating medical condition;" (See Colo. Const. Art. XVIII, Section 14(1)(f))

WHEREAS, the affirmative defense to charges for violating state law does not create an affirmative right to engage in large-scale cultivation in primary residences, which were not designed for this type of use and create life-safety issues for the occupants, the adjacent residential homes, and emergency responders;

WHEREAS, the greater number of plants, the more lights that are required and the more significant modifications to the electrical and ventilation systems to a primary residence;

WHEREAS, the typical circuit to serve a room within a primary residence is a 15-amp circuit;

WHEREAS, under the Town of Parker Electrical Code, a 15-amp circuit at eighty percent (80%) capacity, a required safety margin under the building code, can accommodate 1,440 watts;

WHEREAS, additional plants require more grow lamps for maximum yields and require modified electrical systems to handle added capacity requirements or extension cords that allow lights to be plugged into different circuits throughout the house;

WHEREAS, such cords create additional fire hazards, tripping hazards, and entanglement hazards for responding police and firefighters in the event of an emergency;

WHEREAS, grow lamps that produce the highest yields produce significant heat that must be reduced by additional ventilation or supplemental air conditioning, which requires further modifications to existing ventilation and electrical systems of the primary residence that are not customarily incidental to the main residential use of a primary residence;

WHEREAS, nuisance odors become more obvious with larger grow operations, causing impacts in residential communities where adjacent neighbors are frequently within close proximity;

WHEREAS, due to the large scale cultivation of marijuana in primary residences, the failure of the occupants of these primary residences to comply with the Regulations, and the significant health and public-safety concerns with multiple and persistent violations of the Regulations, the Town is left with no choice but to regulate the number of plants that are permitted within a primary residence in a manner consistent with the provisions of the Colorado Constitution**, and the wattage for the lights that are used to grow marijuana in a primary residence**;

WHEREAS, by limiting the number of plants that can be grown in the primary residence **and the wattage for the lights that are used to grow marijuana in a primary residence**, the occupants will no longer have the incentive for illegally modifying the electrical, ventilation and filtration systems of a primary residence, which in turn will reduce the corresponding foul odor, mold, and significant health and public-safety concerns caused by large-scale marijuana grows in a primary residence;

WHEREAS, Douglas County has experienced similar problems in the unincorporated areas of Douglas County, which resulted in the adoption of Ordinance No. O-016-002 on August 9, 2016, which ~~also~~ limits the number of plants to 12 within a primary residence and a similar limitation in the Town will allow for uniformity between these two jurisdictions in regulating the cultivation of marijuana;

WHEREAS, the enabling legislation recognizes that local governments such as municipalities and county's have the authority to regulate the growing of marijuana and the Town as a home rule municipality pursuant to Article XX, Section 6 of the Colorado

Constitution is authorized to adopt regulations to protect the health, safety and welfare of the Town and its inhabitants; (See Section 29-1.5-106(13.5), C.R.S.)

WHEREAS, the Town Council determined that the adoption of regulations to limit the number of marijuana plants that can be cultivated in a primary residence is necessary and desirable for the health, safety, and welfare of the Town and its inhabitants; and

WHEREAS, this Ordinance does not unreasonably impair or impede the exercise of rights afforded citizens under Amendments 20 and 64 to the Colorado Constitution.

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

Section 1. Subsection 11.18.020(a) of the Parker Municipal Code is amended to read as follows:

11.18.020 General provisions.

(a) Any person, for purposes of this Chapter and consistent with Article XVIII, Section 16(3)(a) of the Colorado Constitution, who is twenty-one (21) years of age or older who is cultivating marijuana plants for his or her own use, may possess, grow, process or transport no more than six (6) marijuana plants, with three (3) or fewer being mature, subject to the requirements that follow:

* * *

(4) Such marijuana plants shall not be grown or processed in the common areas of a ~~**multi-family or attached residential**~~ **multiple-family dwelling** development.

(5) Such cultivation, production or possession of marijuana plants shall be limited to the following space limitations within a primary residence:

a. Within a ~~**single-family**~~ **one-family** dwelling ~~**unit (Group R-3, as defined by the International Building Code): A,**~~ **as defined in Section 13.02.010 of this Code, that is a** secure, defined, contiguous one-hundred-fifty-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the person possessing, growing or processing the marijuana plants for personal use.

b. Within a ~~**multi-family**~~ **multiple-family** dwelling ~~**unit (Group R-2, as defined by the International Building Code): A,**~~ **as defined in Section 13.02.010 of this Code, that is a** secure, defined, contiguous one-hundred-square-foot area **with a ceiling not exceeding ten (10) feet in height** within the primary residence of the person possessing, growing or processing the marijuana plants for personal use.

* * *

(7) Lighting used within a cultivation area shall be limited to light-emitting diodes (LEDs), compact fluorescent lamps (CFLs), **light-emitting ceramic (LEC)**, or fluorescent lighting. All high-intensity discharge (HID) lighting, including, but not limited to, mercury-vapor lamps, metal-halide (MH) lamps, ceramic MH lamps, sodium-vapor lamps, high-pressure sodium (HPS) lamps, and xenon short-arc lamps are prohibited. Lighting that is used in a cultivation area shall not be visible from the exterior of the primary residence. **Lighting used in the cultivation area shall not exceed one thousand four hundred forty (1,440) watts total for the entire cultivation area in the primary residence.**

* * *

(9) A cultivation area shall include a ventilation and filtration system designed to ensure that odors from the growing or processing of marijuana are not detectable beyond the property line for a detached ~~**single-family residential**~~ **one-family** dwelling, or the exterior walls of a ~~**multi-family**~~ **multiple-family** dwelling, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence.

* * *

(17) No more than twelve (12) marijuana plants may be grown at the primary residence~~, provided, however, there is no limit on the number of marijuana plants grown in primary residence, if the output of light used to cultivate the marijuana plants does not exceed an output of 4,500 watts within a detached single-family dwelling unit as defined in Section 11.18.020(5)a. or 3,000 watts within a multi-family dwelling unit as defined in Section 11.18.020(5)b., and there is full compliance with all applicable provisions of this Chapter, including, but not limited to the space limitations within a primary residence as defined in Section 11.18.020(5)a. and b.~~

Section 2. The "whereas" clauses contained herein are made a part of this Ordinance as if fully set forth herein.

Section 3. 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 4. 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 5. This Ordinance shall become effective ten (10) days after final publication.

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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ITEM NO: 12
DATE: 02/06/2017

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

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING (1/17/2017)
- ☒ ORDINANCE FOR 2nd READING (2/6/2017)
- ☐ 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."

Attachment

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.

a. The following nuisances, as defined by Article II of this Chapter, shall constitute criminal violations under this Code:

* * *

14. Marijuana plants, pursuant to Section 6.01.320 of this Chapter.

Section 3. The Parker Municipal Code is hereby amended by the addition thereto of a Section 6.01.110 to read as follows:

6.01.110 Chronic nuisance properties.

(a) Chronic nuisance notice.

(1) When documentation confirms a chronic nuisance property, as defined by Paragraph 6.01.020(2) of this Chapter, Neighborhood Services or its designee shall notify the person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

(2) The notice shall indicate the following:

a. the street address or a legal description sufficient for identification of the property;

b. a concise description of the nuisance activities that have occurred on the property and whether the property is abandoned;

c. a warning that the person in charge of the property may be subject to penalties as set forth in this Chapter;

d. a demand that the person in charge respond to Neighborhood Services or its designee within ten (10) days of service of the chronic nuisance notice to discuss the nuisance activities and create a plan to abate the nuisance;

e. a statement that the person in charge shall have an opportunity to abate the nuisance giving rise to the nuisance; and

f. a warning that, if the person in charge does not respond, as required, or if the matter is not voluntarily corrected to the satisfaction of Neighborhood Services or its designee, the Town may file an action to abate the property as a chronic nuisance property pursuant to this Chapter and/or take other action against the property or person in charge.

(3) Such notice shall be either:

a. personally served; or

b. delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Douglas County Assessor's Office, if different than the person in charge of the property.

(b) Requirement to respond. A person in charge who receives notice pursuant to this Section must, within ten (10) days, contact the Neighborhood Services representative or designee who issued the notice to establish a plan of action to eliminate the conditions, behaviors or activities which constitute a nuisance at the property.

(c) Abatement agreement/approved plan to abate.

(1) The person in charge shall enter into an abatement agreement or otherwise produce a plan approved by Neighborhood Services or its designee to abate the nuisance within fifteen (15) days of the issuance of the chronic nuisance notice.

(2) The abatement agreement, or the approved plan to abate, shall be signed by the person in charge and shall include the following:

a. the name and address of the persons in charge of the property;

b. the street address or a description sufficient for identification of the property, building, structure, or land upon or within which the nuisance is occurring;

c. a description of the nuisance activities and whether the property is abandoned; and

d. the necessary corrective action to be taken, and a specific date or time by which correction must be completed.

(d) Corrective action.

(1) Once the person in charge has entered into an abatement agreement or otherwise produced an approved plan to abate the nuisance, he or she must abide by the approved plan and promptly take corrective action to eliminate the nuisance. Corrective action may include, but is not limited to:

a. effective tenant screening, leasing and rule enforcement;

b. implementing physical improvements for crime prevention;

c. providing security for the property;

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

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Town of Parker COLORADO

ITEM NO: 13
DATE: 02/06/2017

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

- ☐ PUBLIC HEARING
- ☐ CONTRACT
- ☐ MOTION
- ☐ ORDINANCE FOR 1st READING (01/17/2017)
- ☒ ORDINANCE FOR 2nd READING (02/06/2017)
- ☐ 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."

Attachment

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, phase, 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 ROBINSON, President
Chambers Highpoint Metropolitan District No. 1

ATTEST:
_____
Frederick V. Miele, Secretary

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

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

ATTEST:
_____
Frederick V. Miele, Secretary

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org

PARKER
COLORADO

ITEM NO: 14
DATE: 02/06/2017

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)**

☐	PUBLIC HEARING	☐	ORDINANCE FOR 1ST READING	(01/17/2017)
☐	CONTRACT	☒	ORDINANCE FOR 2ND READING	(02/06/2017)
☐	MOTION	☐	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
UDFCD:	$40,000
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 second reading."

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:

ITEM	AMOUNT
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:

	Percentage Share	Maximum Contribution
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

PARKER
COLORADO

Town Council Packet

Tel: 303.841.0353 • Fax: 303-840-9792 • www.parkeronline.org