PARKER
COLORADO

TOWN COUNCIL STUDY SESSION AGENDA
September 9, 2019
5:30 PM

I. <u>Town Council Items</u>

II. <u>Study Session Items</u>

1. Wildlife Populations Update - King/Guest - 20 minutes
2. Mandatory HOAs Follow-Up - Schledorn/Fussa/Matthews - 20 minutes
3. A Resolution Concerning the Sale and Development of PACE Lot 2 - Schledorn - 15 minutes

MEMORANDUM

TO: Mayor and Town Council

FROM: David King, Chief

DATE: September 9, 2019

SUBJECT: Mitigation of Deer Population in Parker

ISSUE:

The Town of Parker/PD has been approached by Councilmember Poage to investigate the overpopulation of deer within the Town limits of Parker and the types of mitigation that could be used to control the overpopulation issue. The root causes of deer overabundance operate at much larger scales than an individual community. If statewide deer numbers were in balance with their natural habitats, much of the deer conflict in our community could be avoided. Developing a community process and long-term deer management plan could be burdensome on staff and prove to be a lengthy process, therefore, it is recommended that staff partner with Colorado Parks and Wildlife (CPW) to develop the best home-grown remedies for day-to-day conflicts with the deer population.

FISCAL/BUDGET IMPACT:

At this time, it is unknown what fiscal impacts may be associated with deer mitigation efforts.

BACKGROUND:

Deer overpopulation is a growing problem. Deer populations are no longer held in check by their natural predators, and humans are creating perfect deer habitats in yards, parks, golf courses and along highways. Deforestation and development, in what was once open space is stripping wildlife of its natural habitats and pushing them into urban areas. Thereby, citizens are encountering deer on a more regular basis in neighborhoods and on roadways. Communities need a source of relief, however, the authority to manage the deer population ultimately rests with a state agency, Colorado Parks and Wildlife (CPW).

RECOMMENDATION:

Partner with Colorado Parks and Wildlife (CPW) to find proven and actionable solutions to mitigate the deer population that is affecting Parker. Now that the concern has been identified, it is recommended the Town of Parker should partner with CPW who will educate and engage stakeholders at every step and offer frequent communication that will keep the broader community informed.

REQUESTED DIRECTION:

Staff is seeking direction from Council to explore deer mitigation options in Parker through partnership with Colorado Parks and Wildlife (CPW).

ATTACHMENT:

None

MEMORANDUM

TO:	Mayor and Town Council
FROM:	Bryce Matthews, Planning Manager Jason Rogers, Deputy Community Development Director John Fussa, Community Development Director
DATE:	September 9, 2019
SUBJECT:	Proposal to amend the LDO to require the formation of HOAs with new residential and commercial development and the cost associated with HOAs.

ISSUE:

At the August 26, 2019 Town Council Study Session, Community Development staff discussed the proposal to amend the Land Development Ordinance (LDO) to require the formation of Homeowners' Associations (HOAs) and their commercial equivalents with new development.

Council Member Cheryl Poage expressed concern about the expense to operate HOAs and the cost burden on future residents living in new residential developments that may be subject to the LDO amendment in the future. In response, Town Council tabled the proposed LDO amendment and directed staff to research the cost associated with operating HOAs.

FISCAL/BUDGET IMPACT:

None

BACKGROUND:

Community Development staff are still researching the HOA cost issue because they are private entities and there is no central, public repository for this information. Staff have contacted the Colorado Municipal League (CML), Colorado Department of Regulatory Agencies/Division of Real Estate and the Rocky Mountain Chapter of the Community Associations Institute. CML was unable to provide HOA cost information and we are still waiting for a response from the other organizations. Staff has also contacted several local HOAs and their management companies for cost information. We are also surveying staff in the Community Development Department who live in HOA managed communities and are willing to share cost information.

Staff research indicates that HOA costs appear to be highly variable depending upon multiple factors such as:

- Budget: operating and capital
- Type of Development
- Size of Development
- Common Amenities/Improvements
- Services Provided
- Service Delivery Model

Community Development staff will provide the Town Council with any HOA cost information that we obtain through research at the Study Session on Monday, September 9th.

RECOMMENDATION:

Proceed with the proposed amendment to the LDO requiring the formation of HOAs with new development subject to Town Council direction including but not limited to:

1. HOA cost
2. Number of lots/units at which the exemption from the HOA requirement triggers

REQUESTED DIRECTION:

Staff requests Town Council input on how to address the HOA cost issue if at all and direction on whether to proceed with the proposed LDO Amendment requiring HOAs with new development.

ATTACHMENT:

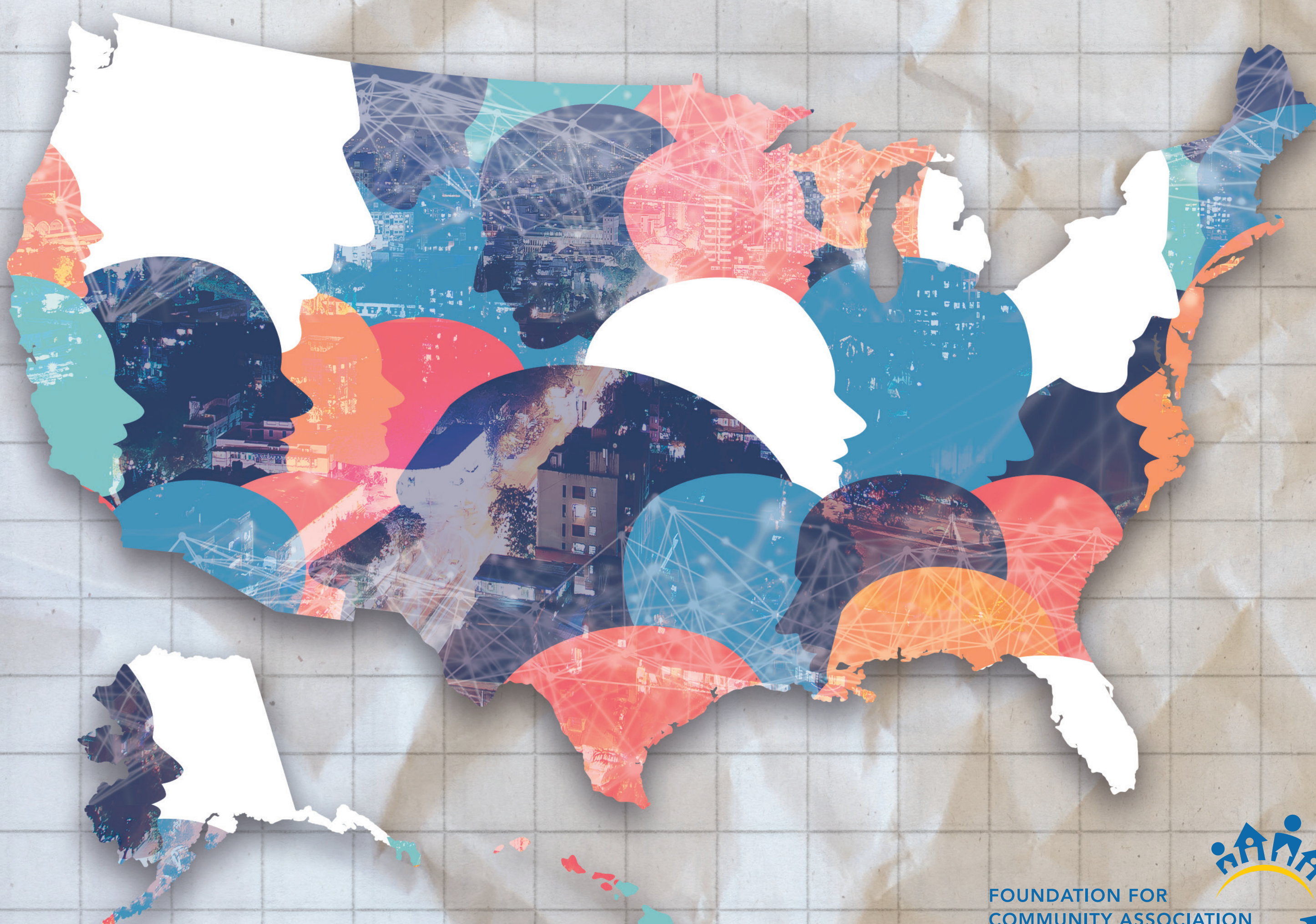
1. Community Association Data and Information
2. Community Association Data - Economic

The Community Association
fact book

Colorado

State Summary

Community Association Data and Information



FOUNDATION FOR COMMUNITY ASSOCIATION research

2018
Community Association
Fact Book

for

Colorado

FOUNDATION FOR
COMMUNITY ASSOCIATION
research

Foundation for Community Association Research
6402 Arlington Boulevard, Suite 500
Falls Church, VA 22042
(888) 224-4321
foundation.caionline.org

The Foundation for Community Association Research (FCAR) is a nonprofit 501(c)(3) organization devoted to common interest community research, development, and scholarship. Incorporated in 1975, the Foundation supports and conducts research in the community association industry.

FCAR provides authoritative research and analysis on community association trends, issues and operations. Our mission is to inspire successful and sustainable communities. We sponsor needs-driven research that informs and enlightens all community association stakeholders—community association residents, homeowner volunteer leaders, community managers and other professional service providers, legislators, regulators and the media. Our work is made possible by your tax-deductible contributions. Your support is essential to our research.

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Acknowledgement

General Editor

Clifford J. Treese, CIRMS
President, Association Data, Inc. (ADI)
Mountain House, CA

The information in the *Community Association Fact Book* was developed with significant assistance from Clifford J. Treese, CIRMS. A member of CAI almost since its inception, Treese is a past president of both CAI and the Foundation for Community Association Research (FCAR). We express our gratitude for his invaluable contributions. He can be reached at **clifford.treese@gmail.com**.

Assistant Editors

FCAR Executive Director: David Jennings, SPHR, CAE, Falls Church, VA
FCAR Director of Programs: Jake Gold, CAE, Falls Church, VA

Contributors

Association Lien Priority:
Dawn Bauman, Matthew Green,
Robert M. Diamond, Esq., Hugh Lewis, Esq.,
Stephen Marcus, Esq., Marvin Nodiff, Esq.
Minnesota GIS Community Associations Map:
Lynn Boergerhoff, Community Atlas
55+ Condominium Unit Owner Data
Lynn Boergerhoff, Community Atlas
Volunteer Immunity and Standards of Care:
Marc D. Markel, Esq.
50 State Condominium Insurance Survey:
George E. Nowack, Jr., Esq.

Community Association Data:
Clifford J. Treese, CIRMS
Chronological History of Federal Involvement:
Clifford J. Treese, CIRMS with updates by
Dawn M. Bauman, Scott Canady and
Douglas Kleine, CAE
North Carolina Legislation
James A. Slaughter, Esq.
Utah Legislation
Lincoln W. Hobbs, Esq.
FCAR Data Editing:
Christine Danielson
Margey Meyer, CMCA, PCAM
Liana Russell

Sources

American Community Survey (ACS)
Census – Statistical Brief 1994
Census – Partnership Branch
CAI: Common Ground magazine
CAI Government & Public Affairs (G&PA)
CAI Press
California Bureau of Real Estate
California Law Revision Commission
Colorado Department of Regulatory Agencies
Connecticut Judicial Branch Law Libraries
Department of Agriculture – Rural Development
Department of Veterans Affairs (VA)
Federal Emergency Management Agency (FEMA)
Federal Home Loan Mortgage Corporation (Freddie Mac)
Federal Housing Administration (FHA)
Federal National Mortgage Association (Fannie Mae)
Florida Department of Business & Professional Regulation
Florida Division of Condominiums, Timeshares and Mobile Homes
Foundation for Community Association Research
Hawaii Real Estate Branch
HUD Housing and Demographic Analysis
Maryland Montgomery County Office of Common Ownership Communities
National Association of Homebuilders (NAHB)
National Association of Realtors (NAR)
Nevada Real Estate Division
Urban Land Institute
Virginia Common Interest Community Board

Notes on Community Association Data: The *Fact Book* is based on information from seven data sources grouped in two categories:

- Public Data: (1) Census data, (2) American Housing Survey (AHS), (3) State data, (4) Related housing industries data such as that from the National Association of Realtors (NAR), National Association of Homebuilders (NAHB), and
- FCAR and CAI Data: (5) FCAR data accumulated over time, (6) CAI data, also accumulated over time, and (7) Data provided by CAI members.

The public data is largely from the Census, the American Community Survey (ACS) and the American Housing Survey. This data has a lag time to publication. Some public association data is available from individual states. This state data, also, may have a lag time from collection to publication. Usually, both the few states with association data and the ACS data lack specificity in critically identifying the three basic types of associations: condominiums, cooperatives and planned communities. Similarly, the public data may count certain association units, but not the entities (the associations) themselves. From a timing viewpoint, FCAR, CAI data and CAI member data are more readily available. Because of the timing issue, the *Fact Book* data generally may be one year ahead of public data.

Introduction

It's been said that the growth of community associations (condominiums, planned communities and cooperatives) offers the greatest single extension of homeownership opportunities since the housing reforms of the New Deal and the provision of GI Bill benefits just after World War II. The Community Associations Institute estimates that in 1970 there were 10,000 community associations nationwide. In 2018, there are approximately 347,000 associations housing approximately 73.5 million Americans.

The Community Associations Institute (CAI) is an international nonprofit 501(c)(6) organization founded in 1973 to foster competent, responsive community associations through research, training and education.

The Foundation for Community Association Research (FCAR) is a nonprofit 501(c)(3) organization devoted to common interest community research, development, and scholarship. Incorporated in 1975, the Foundation supports and conducts research in the community association industry.

Community Association Fact Book is published by FCAR and documents the history, current status, trends and future issues of U.S. community association housing in general. The *Fact Book*, also provides, community association information on a state-by-state basis. The *Fact Book* and each State Summary will facilitate, demonstrate and provide an understanding of four areas:

1. Evidence-Based Decisions: Facilitate the creation, publication and analysis of credible data such that evidence-based decisions on various community association issues and topics can be made.

2. Contributions to the Economy and Society: Demonstrate the role of community associations in maintaining housing as shelter, as a neighborhood benefit, as an investment and as a contributor to this country's Gross Domestic Product (GDP).

3. Core Services: Provide an understanding that the three core services delivered by associations (governance, community and business-like services) – are complimentary to a broad range of both local and national housing goals and to related public policy considerations.

4. Associations as a Housing Market: Demonstrate that all three types of community associations (condominiums, cooperatives and planned communities), in and of themselves, are an important housing market that needs to be understood and analyzed in a comprehensive manner.

Community Association Contributions to the Economy: In the aggregate, community association housing had a market value of just over $6.288 trillion dollars at 2018 Q4 [Estimate based on the Federal Reserve Z.1 Financial Accounts]. According to the National Association of Homebuilders (NAHB), the housing industry's contribution in terms of new construction to the economy averages 14%-17% annually. This represents the combined impact of Private Residential Fixed Investment and Housing Services. Residential Fixed Investment component contribute from 3.3% to 3.8% while the Housing Services component contributes 12%-13%. These percentages vary with fluctuations in the nation's economic cycles. Community association housing is an important and growing component of both Residential Fixed Investment and Housing Services. Using NAHB historical estimates and recent Census data with respect to new construction, community associations contribute a 4.0% to 4.4% to GDP. Associations not only are a place to live, but they are a place to work and to create jobs. See the Census New Single Family Homes in HOA – 61% of new housing in 2017 was in an HOA.

See Federal Reserve Bank St. Louis.

See Fact Book, Part Five: 51 State Summaries – Association Economic Contributions & Value-Added Benefits.

Community Association National Trends and Issues

In *Democracy in America*, Alexis de Tocqueville reflected in differing ways on the constant activity that characterized American society in the 1830s as it strived for continuous improvement at all levels of society and government. Little has changed since that time. He would be right at home at a community association board meeting, at a CAI Chapter program or at a national CAI Conference or Law Seminar. The best way to keep up with association trends and issues (and the need for continuous improvement) at either or both the national or local level is through the links that follow.

At the National Level

CAI Issues and Advocacy

- From federal affairs, to state issues, to amicus briefs and more – information is constantly updated. Topics include regulatory issues with FHA and FEMA, new mortgage rules and CAI's Public Policies

CAI Common Ground Magazine Key Issues

- Themes from the Magazine articles range from aging in place, to fostering participation, to manager licensing and more. A subscription to Common Ground is part of CAI Membership, but separate subscriptions are available.

Chronological History of the Federal Involvement in Community Associations (Fact Book Part Three)

- From the early 1900s through today, you can track over 100 major federal and similar initiatives that have impacted community associations.

Community Next: 2020 and Beyond

- The result of this lengthy initiative are four Community Next reports that represent the best thinking of several dozen CAI leaders and nonmember community association stakeholders about future issues, trends and similar matters.

  1. Association Governance Model
  2. Community Management
  3. External Influences
  4. Public Policy Paradigms

At the Local Level

CAI Local Chapters

- See all of the U.S. and worldwide CAI Chapters.

CAI Grass Roots Advocacy Center

- CAI's Government & Public Affairs Department provides political information and intelligence for the association industry.

At all Levels for All Interests

CAI Press: CAI Press, the publishing division of CAI, is dedicated to publishing the very best resources for community associations. It offers the largest collection of more than 100 books on association governance, management and operations. Browse by category, view the most popular products and discover what's new. Check back frequently to see Featured Products and to take advantage of money-saving promotions.

CAI Education:

- *Webinars* offer specialized, professional training to managers, board members and homeowners without leaving your home or office. Conducted via internet and audio teleconference, the programs are hosted by industry experts to keep you up to date on the latest legislative activity, management trends, industry best practices and subjects of special interest to community managers and homeowners. More than 400 on-demand webinars are now available, and new live webinars are added every month.
- *Board Leadership Development Workshop* provides a comprehensive look at the roles and responsibilities of community association leaders and conveys information to help create and maintain the kind of community people want to call home. The workshop is available in two formats: live, classroom instruction through chapters and online.
- *Professional Management Development Program* ("PMDP") provides community association managers the most comprehensive, expert education courses to increase their skills, knowledge and job opportunities. Both the webinars and the PMDP program provide education credit toward new and renewing professional designations and credentials.
- *Business Partner Essentials* is a two-part, online course to help CAI-member product and service providers better understand CAI, community associations and the industry at large. Individuals who pass the course and maintain CAI membership earn the CAI Educated Business Partner distinction, gaining special recognition among thousands of companies and professionals who support common-interest communities—accountants, attorneys, bankers, insurance professionals, landscapers, painters, reserve specialists, software providers and many others.

If you are just interested in finding out more about community associations, the *Fact Book* and a *State Summary* are the places to start. If you live in an association or work in the association industry, this *Fact Book* will help keep you and your association current on the latest facts, trends and issues.

Community associations are big business in small increments. For more summary information on associations see Statistical Briefs from 2012-2018.

1. Colorado Population and Housing Characteristics

1.1 General Housing Characteristics

DP04: SELECTED HOUSING CHARACTERISTICS	2013-2017 American Community (ACS)	Survey 5-Year Estimates		
Subject		Colorado		U.S.
		Estimate	Percent	Data
HOUSING OCCUPANCY				
Total housing units		2,319,737	2,319,737	135,393,564
Occupied housing units		2,082,531	89.8%	87.8%
Vacant housing units		237,206	10.2%	12.2%
Homeowner vacancy rate		1.2	(X)	(X)
Rental vacancy rate		4.8	(X)	(X)
UNITS IN STRUCTURE				
Total housing units		2,319,737	2,319,737	135,393,564
1-unit, detached		1,462,313	63.0%	61.7%
1-unit, attached		161,945	7.0%	5.8%
2 units		37,404	1.6%	3.7%
3 or 4 units		75,540	3.3%	4.4%
5 to 9 units		107,307	4.6%	4.8%
10 to 19 units		133,885	5.8%	4.5%
20 or more units		243,686	10.5%	8.8%
Mobile home		96,002	4.1%	6.3%
Boat, RV, van, etc.		1,655	0.1%	0.1%
YEAR STRUCTURE BUILT				
Total housing units		2,319,737	2,319,737	135,393,564
Built 2014 or later		31,629	1.4%	0.9%
Built 2010 to 2013		59,725	2.6%	2.3%
Built 2000 to 2009		427,991	18.4%	14.5%
Built 1990 to 1999		389,527	16.8%	14.0%
Built 1980 to 1989		338,730	14.6%	13.6%
Built 1970 to 1979		435,540	18.8%	15.5%
Built 1960 to 1969		206,319	8.9%	10.8%
Built 1950 to 1959		181,371	7.8%	10.5%
Built 1940 to 1949		63,765	2.7%	5.1%
Built 1939 or earlier		185,140	8.0%	12.9%
HOUSING TENURE				
Occupied housing units		2,082,531	2,082,531	118,825,921
Owner-occupied		1,348,004	64.7%	63.8%
Renter-occupied		734,527	35.3%	36.2%
Average household size of owner-occupied unit		2.62	(X)	(X)
Average household size of renter-occupied unit		2.43	(X)	(X)

Review the General Housing Characteristics for All U.S. States

1.2 Population – Age, Household Type, Disability and Place of Birth

S0201, ACS, 1 Year, 2017	Colorado	
	Total population	
	Estimate	U.S. Only
SEX AND AGE		
Total population	5,607,154	325,719,178
Male	50.3%	49.2%
Female	49.7%	50.8%
Median age (years)	36.8	38.1
HOUSEHOLDS BY TYPE		
Households	2,139,207	120,062,818
Family households	63.9%	65.5%
With own children of the householder under 18 years	27.5%	27.4%
Married-couple family	49.7%	48.2%
With own children of the householder under 18 years	20.0%	18.6%
Female householder, no husband present, family	9.5%	12.4%
With own children of the householder under 18 years	5.0%	6.5%
Nonfamily households	36.1%	34.5%
Male householder	17.8%	16.2%
Living alone	12.7%	12.5%
Not living alone	5.1%	3.7%
Female householder	18.3%	18.3%
Living alone	14.4%	15.4%
Not living alone	3.9%	2.9%
Average household size	2.57	2.65
Average family size	3.14	3.26
DISABILITY STATUS		
Total civilian noninstitutionalized population	5,514,070	320,775,014
With a disability	10.9%	12.7%
PLACE OF BIRTH, CITIZENSHIP STATUS AND YEAR OF ENTRY		
Native	5,056,386	281,193,323
Male	50.4%	49.4%
Female	49.6%	50.6%
Foreign born	550,768	44,525,855
Male	49.7%	48.4%
Female	50.3%	51.6%

[Review the Selected Population Profile for All U.S. States]

1.3 Housing – With and Without a Mortgage by Age Group & Compared to U.S.

B25027: MORTGAGE STATUS BY AGE OF HOUSEHOLDER - Universe: Owner-occupied housing units	2013-2017 American Community Survey 5-Year Estimates		
	Colorado		U.S.
	Estimate	Percent	Percent
Total:	1,348,004		
Housing units with a mortgage:	972,990	72.2%	63.5%
Householder 15 to 34 years	138,616	14.2%	13.0%
Householder 35 to 44 years	216,904	22.3%	20.9%
Householder 45 to 54 years	242,294	24.9%	25.8%
Householder 55 to 59 years	119,250	12.3%	12.5%
Householder 60 to 64 years	99,064	10.2%	10.4%
Householder 65 to 74 years	117,349	12.1%	12.7%
Householder 75 years and over	39,513	4.1%	4.8%
Housing units without a mortgage:	375,014	27.8%	36.5%
Householder 15 to 34 years	18,884	5.0%	4.5%
Householder 35 to 44 years	24,718	6.6%	6.7%
Householder 45 to 54 years	44,956	12.0%	13.3%
Householder 55 to 59 years	41,272	11.0%	10.6%
Householder 60 to 64 years	51,313	13.7%	12.7%
Householder 65 to 74 years	100,371	26.8%	25.7%
Householder 75 years and over	93,500	24.9%	26.5%

Review All Housing With and Without a Mortgage for All U.S. States

1.4 Real Estate Taxes (RET) in 2019

State	Effective Real Estate Tax Rate	Annual Taxes on a $194k Home	State Median Home Value	Annual Taxes on Home Priced at State Median Value
Colorado	0.55%	$1,065	$286,100	$1,575

See most recently available data:

WalletHub Data for 2019

NAHB Real Estate Taxes Data for 2018

2. Colorado Community Associations and Condominium Unit Owners 55+

2.1 Condominiums in 1980 & 1990

Condominium Units – Year	Number of Condo Units	Rank in Terms of All Condo Units	As a Percent All Housing Units	Rank in Terms of All Housing Units
1980	66,188	7	5.50%	5
1990	124,032	8	8.40%	5

U.S. Census Condominiums – Statistical Brief, 1994

2.2 Colorado Community Associations – 2018 Selected Economic Metrics

State	Association Rank	Association Count	Associations in State as Percent of All Associations	Association Homes as Percent of All Owner Occupied Homes	Association Homes as Percent of All Occupied Homes
Colorado	11	9,800	2.8%	61.8%	40.0%

Association Population as Percent of Total Population	Population Living in Associations	Association Board & Committee Volunteers	Value of Board & Committee Time	Value of Homes in Associations	Association Housing Services: Operations, Physical Asset Management, Reserves, Capital Improvements, Conservation & Environment
38.3%	2,182,000	78,000	$71,400,000	$204,940,000,000	$4,010,000,000

For more summary information, see the Statistical Reviews from 2012-2018.

Community associations are one component of other primary entities in the U.S.

Entity	Number	Percent of Total Entities
Tax Exempts & Other Nonprofits	1,571,056	4.03%
Governmental Units	89,055	0.23%
Businesses	37,020,844	94.86%
Community Associations	347,000	0.89%
Total Entities	39,027,955	100.00%

For more details, see Appendix Community Association Data Compared to Other Entities.

2.3 Comparison of Condominium Unit Owners and Non-Condominium Owners 55 and Over*

Like the rest of the U.S. population, owners in Colorado community associations are getting older. Some association owners are aging-in-place while others live in age-restricted communities. The following data is specific to condominium unit owners and non-condominium owners that are 55 and over in the U.S., but the link below will take you similar data for all states including Colorado and the U.S. itself.

Table 1.

Condominium Status of Persons Age 55 and Over and Their Households: United States 2011 - 2015

		Persons		Households	
		Count	Percent	Count	Percent
Condominium Status	Condominium	3,912,810	5.1%	2,627,160	5.6%
	Not Condominium	73,237,419	94.9%	43,934,104	94.4%
	Total	77,150,229	100.0%	46,561,264	100.0%

5.1% of persons age 55+ lived in a condominium.

5.6% of households of persons 55+ were in a condominium.

Table 2.

Persons Age 55 and Over by Sex and Condominium Status: United States 2011 - 2015

			Sex		
			Male	Female	Total
Condominium Status	Condominium	Count	1,580,994	2,331,816	3,912,810
		Percent	40.4%	59.6%	100.0%
	Not Condominium	Count	33,772,752	39,464,667	73,237,419
		Percent	46.1%	53.9%	100.0%
Total		Count	35,353,746	41,796,483	77,150,229
		Percent	45.8%	54.2%	100.0%

59.6% of condominium residents age 55+ were female compared to 53.9% of non-condominium residents age 55+ who were female.

See Community Association Fact Book, Part Six for additional information and data:

- Preface – Fostering Evidence Based Decisions in Community Associations
- Introduction – Aging and Community Association Data
- 13 detailed 55+ and non-55+Data Tables (including the two above) for the United States and for the 51 States plus the District of Columbia, 52 Reports in Total
- Glossary
- Technical Appendix – Data Sources
- Technical Appendix – Margins of Error
- U.S Map – 55+ Condominium Unit Owners

This information and data is provided for the U.S. and each State in Part Six.

*Part Six was created by Lynn Boergerhoff, MPH, Community Association Atlas.

2.4 Large-Scale Community Associations – Part Seven, Fact Book

The Large-Scale Community Association Survey provides a broad over-view of associations that (1) provide municipal type services, (2) contain at least 1,000 lots, units, or acres and (3) have an operating budget of $2,000,000+.

3. CAI in Colorado

3.1 CAI Colorado Chapter

3.2 Colorado – CAI Professional Designations, Business Services & Manager Licensing

Community Associations Institute (CAI) and Community Association Managers International Certification Board (CAMICB) are pleased to provide this database of credentialed professionals. This database allows you to locate community managers and professionals who have earned the following credentials:

Management Credentials	Other
Certified Manager of Community Associations (CMCA)	Reserve Specialist (RS)
Association Management Specialist (AMS)	Community Insurance and Risk Management Specialist (CIRMS)
Professional Community Association Manager (PCAM)	College of Community Association Lawyers (CCAL)
Large-Scale Manager (LSM)	Educated Business Partner – Distinction
Accredited Association Management Company (AAMC)	

- Learn more about what these CAI professional designations mean to you and your community.
- Colorado Manager Licensing [Only states with licensing are listed]

3.3 Colorado – Legislative Action Committee (LAC), Roster & Tracking Report

- Colorado Legislative Action Committees (LACs)

  LACs exist to represent the interests of and provide regular communications to, CAI members and chapters located within their boundaries with respect to state legislative, regulatory and amicus curiae activities of relevance to the creation and operation of community associations. LAC delegates are nominated by CAI chapters and each LAC, itself. Delegates volunteer their time and energy to benefit all CAI members. View the LAC Operational Guidelines to learn how a LAC functions.

  Each state has a legislative tracking report.

3.4 Colorado – Approved Condominiums: Fannie Mae, FHA & Department of Veterans Affairs

- FHA Approved Condominium List – Colorado

  [Search by state and zip code]

- Fannie Mae PERS Approved Project List – Colorado

- Department of Veterans Affairs Approved List – Colorado

  [Search by checking box #2 for approved condo and search by state in number #5]

4. Colorado Associations – Community Services as an Association Core Function

4.1 An Introduction to Community Association Living

Introduction: The purpose of *An Introduction to Community Association Living* is to introduce community volunteer leaders and members to community associations, provide a greater understanding of exactly how a community association works from both an organizational and people standpoint, and to offer members the information necessary for fully enjoying and benefiting from community association living.

4.2 From Good to Great Communities

Every community has its own history, personality, attributes and challenges, but all associations share common characteristics and core principles. Good associations preserve the character of their communities, protect property values and meet the established expectations of homeowners. Great associations also cultivate a true sense of community, promote active homeowner involvement and create a culture of informed consensus. The ideas and guidance conveyed in this brochure speak to these core values and can, with commitment, inspire effective, enlightened leadership and responsible, engaged citizenship

4.3 Community Matters – What You Should Know Before You Buy

Whether you are considering buying a home in a community that is newly developed (either new construction or a conversion), a resale in an existing community, or you are renting with the possibility of buying—you need to consider certain key points.

4.4 Community Harmony & Spirit [FCAR Best Practices]

How do managers and boards increase resident involvement within community associations? By treating all residents as stakeholders, developing and conducting community harmony and spirit-enhancing programs, and including residents in the initial stages of program development. Building community spirit is more than informing residents about board action and improvements. It's asking their opinions and developing programming that they will enjoy that will spur further community involvement.

4.5 Community Security [FCAR Best Practices]

The goal of this Best Practices Report is to give you an assessment and review of many community safekeeping systems and features—including useful tips and tools—to help meet residents' crime prevention needs.

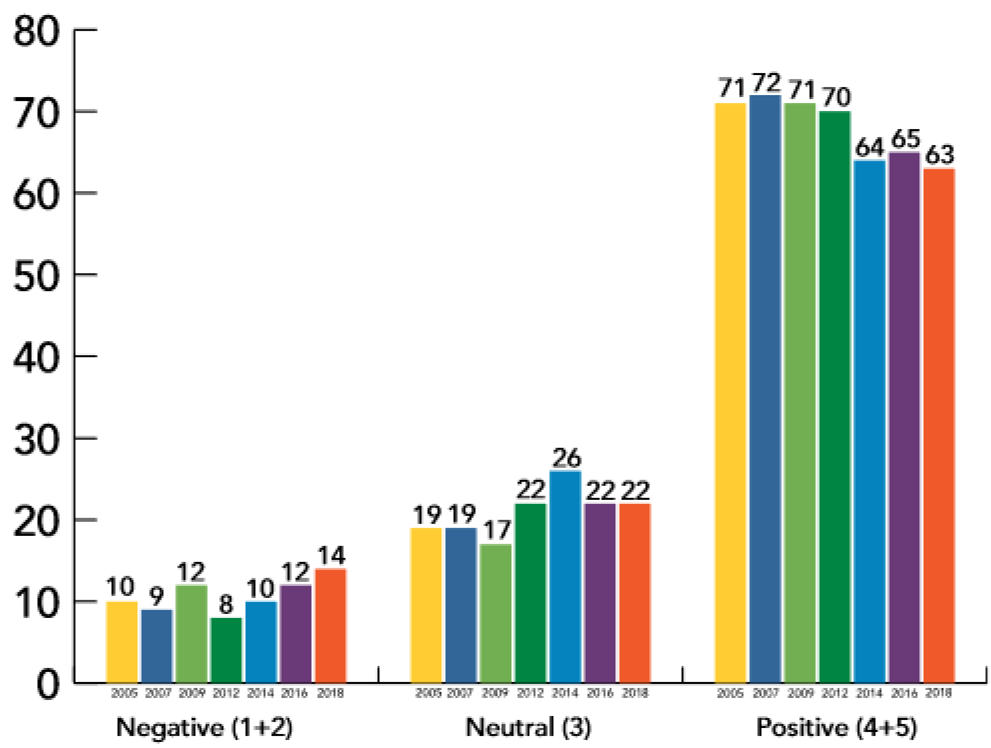
4.6 Judging Community Association Success

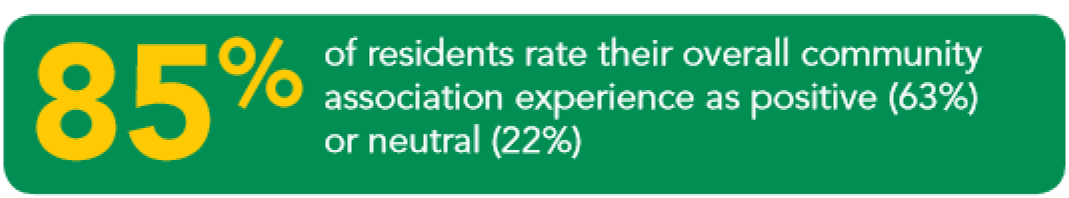
For the seventh time in 13 years, Americans living in homeowners associations and condominiums have told pollsters they are overwhelmingly satisfied in their communities. The March 2018 survey affirms the findings of almost identical national surveys conducted in 2005, 2007, 2009, 2012, 2014 and 2016. The 2018 survey was conducted by Zogby Analytics for the Foundation for Community Association Research. The findings from the six surveys are strikingly consistent and rarely vary by a standard margin error for national, demographically representative surveys. By large majorities, owners:

- Rate their overall community experience as positive or, at worst, neutral.
- Say their association board members serve the best interests of their communities.
- Indicate their community managers provide valuable support to residents and their associations.
- Support community association rules because they protect and enhance property values.

The findings objectively refute the unfounded and unsubstantiated myth that the community association model of governance is failing to serve the best interests of Americans who choose to live in common-interest communities.

On a scale of one to five, with one being very bad and five being very good, how would you rate your overall experience living in a community association?





5. Colorado Associations – Governance Services as an Association Core Function

5.1 Governance [FCAR Best Practices]

It is CAI's purpose to foster vibrant, responsive, competent community associations that promote harmony, a sense of community and responsible leadership. Common characteristics of such community associations include good communication, trust in the management and board of directors, continuing education of board members and homeowners, and uniform, flexible and reasonable enforcement of governing documents. Inclusiveness—the involvement of as many residents of the community as possible—is a critical element in fostering a sense of community.

5.2 Strategic Planning [FCAR Best Practices]

Strategic planning is more than ensuring your association will remain financially sound and be able to maintain its reserves—it's projecting where your association expects to be in five, ten, or fifteen years—and how your association will get there. It is a systematic planning process involving a number of steps that identify the current status of the association, including its mission, vision for the future, operating values, needs (strengths, weaknesses, opportunities, and threats), goals, prioritized actions and strategies, action plans, and monitoring plans. Strategic planning is the cornerstone of every common-interest community. Without strategic planning, the community will never know where it is going—much less know if it ever got there.

5.3 Transition [FCAR Best Practices]

This report provides builders and associations with guidelines they can use to develop and turn over control of a community association project in such a way that transition becomes much easier and less confrontational. The ultimate goal of transition is for the unit owners to take over and move forward with a good reputation and word-of-mouth sales, with no litigation.

5.4 Ethics [FCAR Best Practices]

The concept has come to mean various things to various people, but, generally, it's coming to know what is right or wrong in the workplace and doing what's right—usually in regard to products and services and to relationships with stakeholders. In times of fundamental change, values that were once followed inherently are now strongly questioned or no longer followed. Consequently, there is no clear moral compass to guide leaders through complex workplace dilemmas. Attention to ethics in the workplace sensitizes leaders and staff to how they should act. Perhaps most important, in times of crises and confusion, attention to business ethics helps ensure that when leaders and managers are struggling, they can retain a strong moral compass.

5.5 Colorado Community Association & Related Statutes

Colorado Condominium Ownership Act at Rev. Statutes Title 38 Article 33
Colorado Common Interest Ownership Act at Rev. Statutes Title 38 Article 33.3
Colorado Housing Cooperatives at Rev. Statutes Title 38 Article 33.5
Colorado Revised Nonprofit Corporation Act Title 7
Colorado Special Tax Districts
Colorado 2014 Annual Report HOA Information and Resource Center

Note: While state statutes and the association's governing documents are critically important to governing the association, there are many other local, state and federal laws and regulations that impact all types of community associations.

Community Association Ombudsman Programs by State [Not all states have an Ombudsman]

See Census 2012 of All State Governments and 2017 Census of Governments

Also, see Part Three: Chronological History of Federal Involvement in Community Associations.

5.6 Colorado Community Association Volunteer Immunity

COLO. REV. STAT. ANN. § 13-21-115.5

For more detailed information on volunteer immunity for association leaders and volunteers, see this comprehensive publication entitled Voluntary Immunity in Community Associations
Volunteer directors and officers who serve on their boards face the potential for personal liability in serving the association. Although all states provide some form of immunity from liability for volunteers, the number of suits being filed each year against both community associations and their boards is increasing. The protections offered by states vary widely, and prudent board members need to consider them when formulating policy and participating in a community association. Volunteer Immunity offers a summary of volunteer immunity according to the federal Volunteer Protection Act and each state's volunteer immunity statutes and explanations of how the statutes apply to community associations and their volunteer officers and directors. This section includes a chart of volunteer immunity by state.

5.7 Colorado Standard of Care for Community Association Directors & Officers

COLO. REV. STAT. § 38-33.3-303
COLO. REV. STAT. § 7-128-401

Community association directors and officers need to understand the duties they owe to their association and fellow owners, the nature of those duties, and the liability performing those duties may incur. How much a volunteer leader knows about his or her state's standard of care can be the difference between liability and immunity. *Standards of Care* provides a survey of each state's standard of care for community association directors and officers, a brief description of the standards by which they must perform their duties and recommendations for complying with their state's standard of care. *Standards of Care* also includes a discussion of notable trends in state legislation, how the standard of care may evolve and a chart of the standard of care by state. For more detailed information on standards of care for association directors and officers, see this comprehensive publication entitled Standards of Care in Community Associations

5.8 Colorado – Community Association Deed Based Transfer Bans

5.9 Colorado – Community Association Clothesline Ban

5.10 Colorado – Community Association Ombudsman Programs

5.11 Colorado – Community Association Solar Rights and Easements

5.12 College of Community Association Lawyers (CCAL) State Pages [See selected states]

6. Colorado Associations – Business Services as an Association Core Function

6.1 Condominium Insurance Requirements: Colorado (2016)

CODE SECTION	PROPERTY INSURANCE (Minimum Coverage Required)	PROPERTY COVERED	PERILS
C.R.S.A. 38-33.3-313	Full insurable replacement cost less deductible	Common elements and if horizontal boundaries, units excluding betterments and improvements, no finished surfaces; flood insurance	Broad form

DEDUCTIBLE	LIABILITY (Minimum Coverage Required)	FIDELITY / CRIME INSURANCE	DIRECTORS & OFFICERS (D&O) INSURANCE
Association may adopt policies and procedures, may assess negligent owners	As provided in Declaration	30 or more units, 2 months assessments plus reserves	N/A

See the list of *Fact Book* Contributors for more source information.

Note:
1. ACV means Actual Cash Value which typically is defined as insurable replacement cost less accumulated depreciation. In nearly all cases, a condominium will obtain RCV or Replacement Cost Value property insurance.
2. Fannie Mae, Freddie Mac and FHA have their own insurance requirements for condominiums, cooperatives and planned communities. Since many residential mortgage lenders underwrite to their guidelines, the requirements of any given state may not meet those requirements.
3. See 50 State Condominium Insurance Survey
4. While all states have Workers Compensation legislation, some states have Workers Compensation requirements that directly apply to community associations whether the association has employees or not.

6.2 NFIP Flood Insurance – Condominiums: Colorado

(1) FEMA - National Flood Insurance Program (NFIP) Claims: Residential Condominium Building Association Policies (RCBAPs) 2016 as of 02-28-2017

State	RCBAP Number of Claims	RCBAP Percent of All Claims	RCBAP Total Paid All Claims	RCBAP Percent of All Paid Claims
Colorado	64	0.3%	$ 3,713,499.64	0.2%

Non-RCBAP Flood Claims: Condo Type	Non-RCBAP Number of Claims	Non-RCBAP Percent of All Claims	Non-RCBAP Total Paid All Claims	Non-RCBAP Percent of All Paid Claims
Condominium Association	2	0.0%	$ 1,542.90	0.0%
Individual Condo Unit Insured by Unit Owner Or by Assn	34	0.0%	$ 514,917.18	0.0%
Not a Condominium	3,204	0.2%	$ 82,408,059.14	0.1%
Unknown	3	0.0%	$ 102,134.61	0.0%

Preferred Risk Flood Claims: Condo Type	Preferred Risk Number of Claims	Preferred Risk Percent of All Claims	Preferred Risk Total Paid All Claims	Preferred Risk Percent of All Paid Claims
Individual Condo Unit Insured By Unit Owner Or By Assn	20	0.0%	$ 89,219.13	0.0%
Not A Condominium	1211	0.5%	$ 22,532,597.71	0.2%

(2) FEMA- RCBAP and Other Flood Insurance Policies & Premiums as of 01-31-2015 – Next Page

RCBAP: Residential Condominium Building Association Policy

Note: The RCBAP is written on a building by building basis only for buildings in a Special Flood Hazard Area (SFHA). If a condominium association has five buildings, but only one is in a SFHA, then the association only needs to obtain one RCBAP. The one building might have six units that would be insured in the RCBAP.

Note: Flood insurance offered by FEMA through the National Flood Insurance Program (NFIP) was subject to substantial changes in the Flood Insurance Reform - The Law. Not all of the changes have been enacted. See also the Homeowner Flood Insurance Affordability Act of 2014. For assistance regarding FEMA flood insurance see the newly created Flood Insurance Advocate. See this cautionary reminder from FEMA (bold added): "In moderate- to low-risk areas, the risk of flooding is reduced but not completely removed. These areas submit more than 20 percent of National Flood Insurance Program claims and receive one-third of Federal disaster assistance for flooding. Flood insurance isn't federally required in moderate- to low-risk areas, but it is recommended for all property owners and renters. They are shown on Flood Maps as zones beginning with the letters 'B', 'C' or 'X' (or a shaded X)." A 0% means that the percentage is negligible.

National Flood Insurance Program (NFIP): Colorado
FEMA: RCBAP and Other Flood Insurance Policies and Premiums as of 12-31-2018

CIF: "Contracts in Force" this represents a "property" which may have multiple NFIP policies.
PIF: "Policies in Force" this represents the actual policies for all of the contracts.

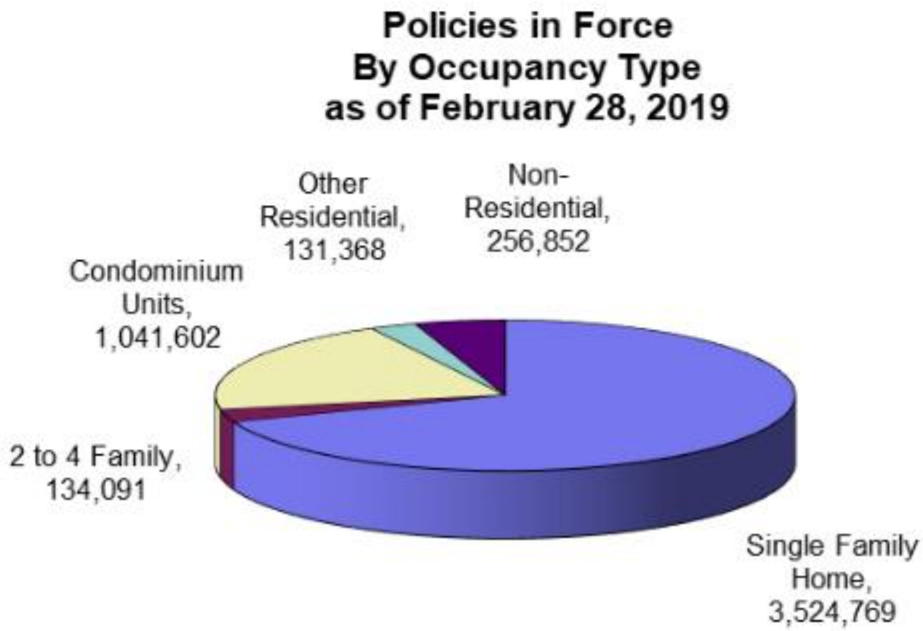
	CIF	PIF	Total Premium	Total Flood Insurance	Percent of All Policies	Percent of All Premium	Percent of All Insurance
RCBAP Subsidized							
RCBAP	41	445	$316,093	$64,614,400	0.3%	0.4%	0.3%
RCBAP Non-Subsidized							
RCBAP	237	3,340	$945,428	$529,630,000	0.4%	0.4%	0.3%
Non-RCBAP Subsidized Condo Type							
Individual Condominium Unit Insured By Unit Owner Or By An Association	71	71	$100,271	$8,458,800	0.0%	0.0%	0.0%
Not A Condominium	3,027	3,027	$7,488,053	$644,568,800	0.5%	0.6%	0.6%
Non-RCBAP Non-subsidized Condo Type							
Condominium Association	2	2	$4,079	$1,050,000	0.0%	0.0%	0.0%
Individual Condominium Unit Insured By Unit Owner Or By An Association	802	802	$317,503	$165,575,000	0.0%	0.0%	0.0%
Not A Condominium	13,171	13,171	$8,656,384	$4,042,484,900	0.4%	0.4%	0.4%
Preferred Rate Program Non-Subsidized Condo Type							
Individual Condominium Unit Insured By Unit Owner Or By An Association	589	589	$186,848	$123,493,000	0.0%	0.0%	0.0%
Not A Condominium	8,506	8,506	$3,685,732	$2,592,745,000	0.4%	0.5%	0.4%

A 0% means that the percentage is negligible.

See Condominium RCBAP Policies, Claims & Flood Data for all states.

See the list of *Fact Book* Contributors for more source information.

- NFIP Policies in Force by Occupancy Type (Click for the most current data)



OCCUPANCY TYPE	POLICIES IN FORCE
Single Family Home	3,524,769
2 to 4 Family	134,091
Condominium Units	1,041,602
Other Residential	131,368
Non-Residential	256,852
Unknown Occupancy	0
All Policies	5,088,682

For additional information see

- FEMA Policy & Claims Statistics for Flood Insurance
- NFIP BureauNet
- The National Flood Insurance Program Community Status Book

6.3 Colorado Lien Priority

Property - Real and Personal Real Property 38-33.3-316. Lien for assessments. (1) The association, if such association is incorporated or organized as a limited liability company, has a statutory lien on a unit for any assessment levied against that unit or fines imposed against its unit owner. Unless the declaration otherwise provides, fees, charges, late charges, attorney fees, fines, and interest charged pursuant to section 38-33.3-302 (1) (j), (1) (k), and (1) (l), section 38-33.3-313 (6), and section 38-33.3-315 (2) are enforceable as assessments under this article. The amount of the lien shall include all those items set forth in this section from the time such items become due. If an assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid association's acceleration of installment obligations.

CAI Information on Lien Priority for Community Association Assessments

6.4 Reserve Requirements By State

CAI advocates for developers to transition communities with a current reserve study, budget that includes both operations and reserves and initial funding of reserves for future maintenance, repair/replacement of facilities/equipment. CAI also advocates for laws that allow governing boards to determine the appropriate reserve level and method for funding long-term maintenance, repair/replacement of facilities/equipment and disclose the reserve study used to their community. Click on the map to find your state.

- See Appendix 2 in Community Association Fact Book for Community Association Financial Management Compared to Other Entities.

- FCAR Research Underway: Aging Infrastructure
  The aging infrastructure research will identify building and property components that are typically not the subject of reserve studies. These components also can be subject to disasters and premature failing. Without careful analysis and financial planning, the association and its residents could be faced with unexpected financial strains and the stress created by aging infrastructure problems. This research will outline the different approaches that communities have taken when faced with such problems. The research will give communities a road map to examine their own property and identify areas of concern before they reach a critical level.

6.5 Community Association Insurance

Commercial insurance is one of the most important components of a community association's risk management program. To help managers and boards fully understand insurance issues, this guide will explore three key areas:

1. Insurance terminology, in terms of coverages, policies, and practices
2. Association exposures to loss and insurance coverages
3. Risk management and the association insurance industry

6.6 Community Association Risk Management

Risk management is the process of making and carrying out decisions that minimize the adverse effects of accidental losses. It involves five steps:

1. Identifying exposures to loss
2. Examining alternative techniques
3. Selecting the best techniques
4. Implementing the chosen techniques

5. Monitoring and improving the risk management program

This guide will examine each phase of the risk management process. It also will help board members and managers identify risks and implement a plan that will safeguard association assets.

6.7 Preventing Fraud and Embezzlement

Community association boards should consider implementing ten practices and procedures to safeguard association funds.

6.8 Energy Efficiency [FCAR Best Practices]

CAI and the Department of Energy (DOE) are dedicated to educating the community association industry—and the significant portion of the U.S. population it represents—on the many ways to increase the energy efficiency of their homes and thereby reduce both energy consumption and costs.

6.9 Financial Operations [FCAR Best Practices]

The board of directors, particularly the treasurer, is ultimately responsible for association's funds and may not abdicate their fiduciary responsibility. Given the reality that community association boards are made up of diverse individuals with varied degrees of financial knowledge, included are basic guidelines that should be followed to ensure sound financial operations.

6.10 Green Communities [FCAR Best Practices]

This report explores "greenness" in communities, in their varied forms. It considers the concept of sustainability through better designs, new technologies and social innovations. Sustainable communities are developed to meet the "needs of the present without compromising the ability of future generations to meet their own needs." They are regenerative, meaning they have "processes that restore, renew or revitalize their own sources of energy and materials, creating sustainable systems that integrate the needs of society with the integrity of nature."

6.12 Natural Disasters [FCAR Best Practices]

No matter what type of disaster occurs—environmental, socio-political, or technological—community leaders must oversee and lead the recovery process. A comprehensive and current disaster plan is crucial for community resiliency and sustainability. Common characteristics of communities that rebound successfully from a major disaster include a strong desire to recover and rebuild, active networking with local agencies and resources, and a cadre of trained community leaders.

6.13 Wired - Managing Cybersecurity Risks

The survey is one part of a three-phase research project to establish a baseline of what common technological practices associations are using and to assess which local and state regulations affecting technology apply to community associations. The results of this research are presented here to help community associations and managers become more knowledgeable about technology software, cybersecurity, social media, third-party information, and payment portals.

About Community Associations Institute (CAI)
Since 1973, Community Associations Institute (CAI) has been the leading provider of resources and information for homeowners, volunteer board leaders, professional managers, and business professionals in nearly 350,000 community associations, condominiums, and co-ops in the United States and millions of communities worldwide. With more than 41,000 members, CAI works in partnership with 64 affiliated chapters within the U.S, Canada, United Arab Emirates, and South Africa, as well as with housing leaders in several other countries including Australia, Spain, Saudi Arabia, and the United Kingdom.

A global nonprofit 501(c)(6) organization, CAI is the foremost authority in community association management, governance, education, and advocacy. Our mission is to inspire professionalism, effective leadership, and responsible citizenship—ideals reflected in community associations that are preferred places to call home. Visit us at www.caionline.org and follow us on Twitter and Facebook @CAISocial.

About the Foundation for Community Association Research
The Foundation provides authoritative research and analysis on community association trends, issues and operations. Our mission is to inspire successful and sustainable communities. We sponsor needs-driven research that informs and enlightens all community association stakeholders—community association residents, homeowner volunteer leaders, community managers and other professionals and service providers, legislators, regulators and the media. Our work is made possible by your tax-deductible contributions.

Your support is essential to our research. Visit foundation.caionline.org or email foundation@caionline.org.

For suggestions, additions, or updates to this Community Association Fact Book State Page, please email foundation@caionline.org.

FOUNDATION FOR COMMUNITY ASSOCIATION research

6402 Arlington Blvd., Suite 500
Falls Church, VA 22042
foundation.caionline.org

ABOUT CAI

Since 1973, Community Associations Institute (CAI) has been the leading provider of resources and information for homeowners, volunteer board leaders, professional managers, and business professionals in nearly 350,000 community associations, condominiums, and co-ops in the United States and millions of communities worldwide. With more than 40,000 members, CAI works in partnership with 64 affiliated chapters within the U.S, Canada, United Arab Emirates, and South Africa, as well as with housing leaders in several other countries including Australia, Spain, Saudi Arabia, and the United Kingdom.

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ABOUT THE FOUNDATION FOR COMMUNITY ASSOCIATION RESEARCH

Our mission—with your support—is to provide research-based information for homeowners, association board members, community managers, developers and other stakeholders. Since the Foundation's inception in 1975, we've built a solid reputation for producing accurate, insightful and timely information, and we continue to build on that legacy. Visit foundation.caionline.org.

The statistical information in this report was developed by Clifford J. Treese, president of Association Data, Inc., in Mountain House, Calif. A member of CAI almost since its inception, Treese is a past president of CAI and the Foundation for Community Association Research. We are grateful for his continuing support of both organizations.

Additional statistical information published by the Foundation for Community Association Research is available at foundation.caionline.org.

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Community Associations Institute

@caisocial and @caiadvocacy

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The Community Association
fact
book

Colorado Association Economic Contributions

And Value-Added Benefits

FOUNDATION FOR COMMUNITY ASSOCIATION research

2018
Community Association Fact Book
Part Five

for

Colorado Community Associations – Economic Contributions & Value-Added Benefits

FOUNDATION FOR COMMUNITY ASSOCIATION research

Foundation for Community Association Research
6402 Arlington Boulevard, Suite 500
Falls Church, VA 22042
(888) 224-4321
foundation.caionline.org

The Foundation for Community Association Research (FCAR) is a nonprofit 501(c)(3) organization devoted to common interest community research, development, and scholarship. Incorporated in 1975, the Foundation supports and conducts research in the community association industry.

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Acknowledgement

General Editor

Clifford J. Treese, CIRMS
President, Association Data, Inc. (ADI)
Mountain House, CA

The information in the *Community Association Fact Book* was developed with significant assistance from Clifford J. Treese, CIRMS. A member of CAI almost since its inception, Treese is a past president of both CAI and the Foundation for Community Association Research (FCAR). We express our gratitude for his invaluable contributions. He can be reached at **clifford.treese@gmail.com**.

Assistant Editors

FCAR Executive Director: David Jennings, SPHR, CAE, Falls Church, VA
FCAR Director of Programs: Jake Gold, CAE, Falls Church, VA

Contributors

Association Lien Priority:
Dawn Bauman, Matthew Green,
Robert M. Diamond, Esq., Hugh Lewis, Esq.,
Stephen Marcus, Esq., Marvin Nodiff, Esq.
Minnesota GIS Community Associations Map:
Lynn Boergerhoff, Community Atlas
55+ Condominium Unit Owner Data
Lynn Boergerhoff, Community Atlas
Volunteer Immunity and Standards of Care:
Marc D. Markel, Esq.
50 State Condominium Insurance Survey:
George E. Nowack, Jr., Esq.

Community Association Data:
Clifford J. Treese, CIRMS
Chronological History of Federal Involvement:
Clifford J. Treese, CIRMS with updates by
Dawn M. Bauman, Scott Canady and
Douglas Kleine, CAE
North Carolina Legislation
James A. Slaughter, Esq.
Utah Legislation
Lincoln W. Hobbs, Esq.
FCAR Data Editing:
Christine Danielson
Margey Meyer, CMCA, PCAM
Liana Russell

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Federal Home Loan Mortgage Corporation (Freddie Mac)
Federal Housing Administration (FHA)

Federal National Mortgage Association (Fannie Mae)
Florida Department of Business & Professional Regulation
Florida Division of Condominiums, Timeshares and Mobile Homes
Foundation for Community Association Research
Hawaii Real Estate Branch
HUD Housing and Demographic Analysis
Maryland Montgomery County Office of Common Ownership Communities
National Association of Homebuilders (NAHB)
National Association of Realtors (NAR)
Nevada Real Estate Division
Urban Land Institute
Virginia Common Interest Community Board

Notes on Community Association Data: The *Fact Book* is based on information from seven data sources grouped in two categories:

- Public Data: (1) Census data, (2) American Housing Survey (AHS), (3) State data, (4) Related housing industries data such as that from the National Association of Realtors (NAR) and National Association of Homebuilders (NAHB), and
- FCAR and CAI Data: (5) FCAR data accumulated over time, (6) CAI data, also accumulated over time, and (7) Data provided by CAI members.

The public data is largely from the Census, the American Community Survey (ACS) and the American Housing Survey. Some public association data is available from individual states. This state data, also, may have a lag time from collection to publication. Usually, both the few states with association data and the ACS data lack specificity in critically identifying the three basic types of associations: condominiums, cooperatives and planned communities. Similarly, the public data may count certain association units, but not the entities (the associations) themselves. From a timing viewpoint, FCAR, CAI data and CAI member data are more readily available. Because of the timing issue, the *Fact Book* data generally may be one year ahead of public data.

Introduction to CAI & FCAR

It's been said that the growth of community associations (condominiums, planned communities and cooperatives) offers the greatest single extension of homeownership opportunities since the housing reforms of the New Deal and the provision of GI Bill benefits just after World War II. The Community Associations Institute estimates that in 1970 there were 10,000 community associations nationwide. In 2018, there are approximately 347,000 associations housing approximately 73.5 million Americans.

The Community Associations Institute (CAI) is an international nonprofit 501(c)(6) organization founded in 1973 to foster competent, responsive community associations through research, training and education.

The Foundation for Community Association Research (FCAR) is a nonprofit 501(c)(3) organization devoted to common interest community research, development, and scholarship. Incorporated in 1975, the Foundation supports and conducts research in the community association industry.

Understanding the Importance of Four Areas

Community Association Fact Book is published by FCAR and documents the history, current status, trends and future issues of U.S. community association housing in general. The *Fact Book* also provides community association information on a state-by-state basis. The *Fact Book* and each *State Summaries* will facilitate, demonstrate and provide an understanding of four areas:

1. Evidence-Based Decisions: Facilitate the creation, publication and analysis of credible data such that evidence-based decisions on various community association issues and topics can be made.

2. Contributions to the Economy and Society: Demonstrate the role of community associations in maintaining housing as shelter, as a neighborhood benefit, as an investment and as a contributor to this country's Gross Domestic Product (GDP).

3. Core Services: Provide an understanding that the three core services delivered by associations (governance, community and business-like services) – are complementary to a broad range of both local and national housing goals and to related public policy considerations.

4. Associations as a Housing Market: Demonstrate that all three types of community associations (condominiums, cooperatives and planned communities), in and of themselves, are an important housing market that needs to be understood and analyzed in a comprehensive manner.

The seven parts of the Community Association Fact Book are:

- Statistical Review
- Fact Book
- Chronological History of Federal Involvement
- 51 State Summaries
- 51 State Summaries - Economic Contributions & Value-added Benefits
- 52 State Summaries & U.S. Summary – Condominium Unit Owners 55+
- Large-Scale Association Survey Results

Association Economic Contributions & Value-Added Benefits at a Glance

Community Association Contributions to the Economy: In the aggregate, community association housing had a market value of just over $6.288 trillion dollars at 2018 Q4 [Estimate based on the Federal Reserve Z.1 Financial Accounts]. According to the National Association of Homebuilders (NAHB), the housing industry's contribution in terms of new construction to the economy averages 14%-17% annually. This represents the combined impact of Private Residential Fixed Investment and Housing Services. The Residential Fixed Investment component contributes from 3.3% to 3.8% while the Housing Services component contributes 12%-13%. These percentages vary with fluctuations in the nation's economic cycles. Community association housing is an important and growing component of both Residential Fixed Investment and Housing Services. Using NAHB historical estimates and recent Census data with respect to new construction, community associations contribute 4.0% to 4.4% to GDP. Associations not only are a place to live, they are a place to work and to create jobs. See the Census New Single Family Homes in HOA – 61% of new housing in 2017 was in an HOA.

See also Federal Reserve Bank St. Louis.

Community Association Economic Contributions 2018		
All Associations & Their Homeowners – Categories 2018	**Year One**	**Three Year Cumulative**
Volunteer Leadership & Governance: Meeting legal & fiduciary requirements, achieving cooperation & compliance with association goals	$2,288,600,000	$6,865,800,000
Homeowner Property Tax Payments: Providing further economic support for local government services	$72,754,000,000	$218,262,000,000,
Homeowner Improvements within their Home/Unit: Upgrades and additions including changes to systems enhancing conservation and facilitating accessibility	$67,646,000,000	$202,938,000,000
Association Housing Services: Operations, Physical Asset Management, Major Repairs & Replacements, Capital Improvements, Conservation & Sustainability, Contingencies	$123,000,000,000	$369,000,000,000
Total	$265,488,600,000	$797,065,800,000

Introduction to Community Association Economic Data

As of 2018, there are approximately 347,000 community associations (condominiums, cooperatives and planned communities) in the U.S. The elected homeowner volunteers that serve on the board of directors of these non-profit associations are responsible for governing, managing and maintaining their communities that come in various sizes, types and configurations.

These associations often have unique characteristics based on the following:

- *Size*: Some are two-unit associations in urban communities that may be 100 years old (and converted in the 1960s to condominiums).
- *Scale*: Other associations may be large scale planned communities with several thousand units, lots and commercial uses.
- *Cost*: Typically, associations are created to meet the affordable housing needs of the general homebuyer, but some are developed for those age 55+ or for the very affluent.
- *Purpose*: Most associations are entirely residential while others are mixed use (with some commercial occupancies) and yet others are truly unique such as garage condominiums and boat dock condominiums.

Community associations are developed and operate in an intergovernmental system composed of some 90,000 units of local and state governments, the federal government and Special Purpose/Special Tax Districts. See the Community Association Fact Book to gain a more complete understanding of community associations.

This unique combination of *size, scale, cost and purpose* within the various requirements of the intergovernmental system, creates a situation where there is little substantive data available on community associations in all their various characteristics. This situation also arises because associations are not treated as distinct housing entities or housing markets in national data collection activity such as that performed by the US Census, the American Community Survey (ACS) and the American Housing Survey (AHS), or in state corporate filings. In a limited number of states, however, some detailed information and data about community associations are collected.

Parts One, Two, Three and Four of this *Economic Contributions/Value-Added Benefits Report* contain housing and association data that was gathered and analyzed by the Foundation for Community Association Research (FCAR) in conjunction with the Community Associations Institute as a means to quantify the economic impact of community associations and their homeowners in the U.S. economy as well as the value-added benefits provided by associations and their members.

Like other economic data, the association data is generalized based on availability, but the data makes the point that community associations are an important part of the housing sector and, in certain respects, should be considered as discrete housing markets compared to traditional single family homes (not in associations).

Part Five utilizes this data and other information to demonstrate the economic importance of both *community associations* and *community association homeowners* to a given state's economy.

Part Six takes a brief summary look at this same data as it applies to all community associations and association owners in the 51 states and the District of Columbia.

Part One: Understanding the U.S. Economy and Housing

1.1 U.S. Gross Domestic Product (GDP)

Gross Domestic Product (GDP) is the monetary measure of all the products and services produced during a given period, reported annually, with four quarterly reports. According to the Bureau of Economic Analysis (BEA).

►$20,494.1(in billions) dollars, seasonally adjusted

►See BEA National Economic Accounts for GDP in Current Dollars and Chained Dollars. See also BEA Concepts and Methods of the U.S. National Income and Product Accounts.

1.2 New Construction Housing, Community Associations and GDP

In the aggregate, community association housing had a market value of just over $6.288 trillion dollars at Q4 2018 [Estimate based on the Federal Reserve Z.1 Financial Accounts]. According to the National Association of Home Builders (NAHB), the housing industry's contribution in terms of new construction to the economy averages 14%-17% annually. This represents the combined impact of Private Residential Fixed Investment and Housing Services. Residential Fixed Investment component contribute from 3.3%-3.8% while the Housing Services component contributes 12%-13%. These percentages vary with fluctuations in the nation's economic cycles. Community association housing is an important and growing component of both Residential Fixed Investment and Housing Services. Using NAHB historical estimates and recent Census data with respect to new construction, community associations contribute a 4.0% to 4.3% to GDP. Associations not only are a place to live, but they are a place to work and to create jobs. According to recent data from the Census New Single Family Homes in HOA – 61% of new housing in 2017 was in a community association. See also

- Appendix Five: Contributions of Community Associations to the Economy
- See also Federal Reserve Bank St. Louis.
- Fact Book 2018, Part Five: 51 State Summaries – Association Economic Contributions & Value-Added Benefits.
- Statistical Reviews from 2012-2018.

Part Two: Understanding Community Association Housing and GDP

2.1 Association Housing Economics – The Basics

(1) Start-up Economics - Assessments: NAHB data covers only new housing construction activity while relevant aggregate community association economic data also must track activity from start-up through governance and operational phases of the association. Community associations have certain financial activity in the start-up phase (legal creation) of the association that are not necessarily reflected in financial reports both before and after the community transitions to homeowner governance.

The legal start date for a community association is when the governing documents are recorded in the land records of the relevant local governmental entity. The assessments (or fees) owed by the association homeowner (or unit owner) start at the recording date. The community may have no or few actual homeowners at the time of recording, and no income other than what the developer contributes as the legal owner of all the unsold units. The developer controls the association and controls the board of directors. At some point, however, usually at a date specified in the governing documents or when a specific percentage of the units have been sold to homeowners or third-party investors, control will be turned over to the owners who will elect the board of directors.

(2) Start-up Economics – Initial Contributions: When a community association is initially developed, each first buyer of a home or unit usually is required to pay two months (or more) of association assessments at settlement to fund the association's "capital account", in addition to paying a pro-rated portion of the annual or monthly assessment. This capital account payment serves as "start-up" funding to help the association maintain a sound financial basis early in its operations and governance as well as to reduce the developer's financial obligation.

(3) Two Ongoing Economic Engines: After start-up by the developer and certainly by the time of transition to homeowner control, the homeowners' (i) *payment of regular assessments* and (ii) *regular contributions to a reserve fund(s)* for major repairs, replacements and possible new capital improvements, are the *two economic engines* that drive the association forward.

<u>Assessments:</u> Assessments are payments to the association levied on each unit (home) in the community on a pro-rata basis to fund the cost of governance, management, operational expenses and reserves. The initial assessment typically is paid by the community's developer on all recorded but unsold units, sometimes including mandatory contributions to the reserve fund. The unit owner (whether the developer or an actual purchaser) always is liable for paying the assessments on their unit. These assessments often include infrastructure items that are not part of typical (non-association) housing such as maintaining street lights, repairing sidewalks and streets, and maintaining recreational facilities. During the economic crisis, many mortgage lenders delayed foreclosing on delinquent association borrowers to avoid taking title to the home and thus having to pay assessments (as an association homeowner).

Reserve Funds: The association could have several funds depending on the physical complexity of the community, one fund is a reserve fund for major repairs and replacement of the physical components of the property for which the association is responsible, and the other fund might be a capital improvement fund to add new components such as new amenities. Generally, around 10% to 30% of the association's annual budget will be placed in a reserve fund for major repairs and replacement of common property. Reserve funds and capital improvement funds belong to the community association and not to the current owner. When the unit is sold, the new owner has the benefit of those funds.

(4) Sources of Association Revenue/Funding: While not all associations obtain revenue from each of the categories below, and while there are many other creative ways associations raise funds, the association will (or may) obtain revenue during a budget year from a variety of sources depending on the size and complexity of the association as a housing management organization. For example:

- Regular assessments
- Reserve fund assessments
- Special assessments
- Interest earned on reserve fund accounts
- Late fees charged for late payments of assessments
- Reimbursement assessments (as needed from specific owners)
- Compliance fees and charges for violations of governing documents (as needed)
- Capital contributions from new owners
- Move-in and Move-out fees
- Rental fees from amenities, if any, like laundry equipment and club house rentals
- Cell phone tower leases, cable TV leases
- Fiscal year re-allocations of excess revenue for federal tax reasons
- Loans secured by assessment collections for unanticipated expenses
- Small Business Administration (SBA) or bank loans
- Catastrophe loans or assistance grants from state agencies
- Commissions and revenue-sharing opportunities from onsite retail and service operations, such as a golf clubhouse, restaurant or swimming coach.
- Settlements with the developer, contractors and others for construction or repair-related problems.
- Municipal services reimbursement (in a few jurisdictions like New Jersey and generally only for trash and recycling for example).

Associations vary in whether they obtain revenue from these "Revenue Sources" and how they use that revenue if they obtain it. Loans of any type must be paid back, but they often smooth out assessments so that homeowners are not burdened with a sudden, unanticipated increase in assessments or a special assessment. Any excess funds not used for operations generally are put into reserves or used to lower the next year's assessments. Condominium and planned community associations strive to break even to minimize federal taxation of excess income if their CPA elects to file the 1120 corporate tax return (using Internal Revenue Code 277) as opposed to the 1120-H form (using Internal Revenue Code 528). Housing cooperatives use different tax strategies.

Associations are typically nonprofit entities under state corporation laws, but they generally are not tax exempt under federal taxation. Condominiums and cooperatives can never be tax exempt under federal income taxation. In certain instances, some planned communities have obtained IRS tax exempt status.

(5) Expense Structure of Associations: Like Revenue Sources discussed above, the Expense Structure of associations may vary by similar factors as mentioned. Nevertheless, the list below includes typical categories:

- Allocation to reserve funds
- General Insurance (required by governing documents, state statute or mortgage lenders)
- Catastrophic insurance (flood, wind, earthquake, sinkhole, subsidence)
- Risk management (code compliance, fire marshal and elevator inspections, compliance with insurer inspections, snow/ice/runoff/retention pond maintenance, security and mass alert systems,)
- General maintenance (painting, general electrical, plumbing, paved surfaces, HVAC maintenance, pest control)
- Major maintenance (roof, sewer, gutters, catch basins, code compliance)
- Trash removal and recycling
- Landscaping, trees and environmental concerns including water management
- Information technology (website, social media, online access)
- Governance & Education (attendance at CAI and state sponsored programs)
- Community engagement (newsletters, annual meetings, community wide events and activities)
- Financial management (budget preparation and monitoring, financial reporting, audit/review/compilation, state & federal taxation, cash flow management, investment strategies)
- Asset management evaluation (reserve studies, insurance replacement cost valuations, probable maximum loss studies)
- Association Management (around 30% - 35% of associations are self-managed)
- Legal expenses (consulting, dispute resolution, litigation if required)
- Administrative (postage, copying, record storage and retrieval, resale documentation)

2.2 Association Housing and New Construction

The 2017 Census data indicates that over 61% of new housing built for sale was in a community association. Additionally, NAHB data indicates that most new subdivisions are built as community associations. See also the Census and the American Housing Survey 2016 Characteristics of New Housing Report for more data on the use of associations in new construction. According to FCAR data, the estimated 347,000 community associations in the U.S. include approximately 26,900,000 housing units and comprise around 27% of the current national housing inventory. In terms of new construction, however, the Census indicates that 61% of new housing built for sale is in an association so the percentage of housing units in community associations is expected to rise accordingly.

Part Three: Understanding Community Association Housing and U.S. Financial Accounts

3.1 Federal Reserve Statistical Release Z.1

The **Financial Accounts of the United States are provided in the Z.1 Report**:
"The Financial Accounts of the United States include data on the flow of funds and levels of financial assets and liabilities, by sector and financial instrument; full balance sheets, including net worth, for households and nonprofit organizations, nonfinancial corporate businesses, and nonfinancial noncorporate businesses; Integrated Macroeconomic Accounts; and additional supplemental detail."

3.2 U.S. Balance Sheets and Market Value of Housing

The Federal Reserve Statistical Release Z.1, contains Balance Sheet Accounts of the estimated total market value of all owner-occupied homes, including second homes and selected other types of household real estate. This aggregate market value was:

►$25,877.2 trillion dollars ($25,877,200,000,000) – market value of all U.S. housing at Q4 2018

3.3 Community Association Housing in the U.S. Balance Sheets

Conservative analysis of the number of residential units situated in community associations, shows that this sector represents, at a minimum, 27% of U.S. housing. Using the Federal Reserve Z.1 Market Value, the market value on an adjusted basis of the community association housing component is valued approximately at:

►$6.288 trillion dollars ($6,288,000,000,000) – market value of association housing at Q4 2018.

Part Four: Understanding the Broad Impact of Community Associations

4.1 Community Associations and Value-Added Benefits

Community associations are housing management organizations that deliver *three core services* to their homeowner members: Governance Services, Community Services and Business Services. Community association housing is an important and growing component of both Private Residential Fixed Investment and Housing Services. Using NAHB estimates, community associations in new construction contribute about 4.0% - 4.3% to GDP.

In addition to housing, community associations provide several value-added benefits and functions to their local area and local government during the life span of the association:

- Place to Live: Associations are desirable places for either first or second homes. See the Zogby Community Association Owners Surveys
- Economic Engines: They are significant economic engines for local job creation and a source of contracts for existing and new local service providers. For example, see Bureau of Labor Statistics on Community Association Managers
- Environmental Stewardship: Associations are active in using sustainable environmental practices to control costs and because it is active stewardship. See the Prairie Crossing Homeowners Association and Piney Orchard Community Association
- Reduce Certain Local Government Functions: Associations also reduce certain costs for local government by performing services such as trash pickup, police patrol, storm water management and infrastructure maintenance.
- Association Owners Contribute Double Dollars: Many association owners, however, still pay property taxes for those same services (e.g. storm water management and infrastructure repair and replacement). See Korngold on Cutting Municipal Services.
- Support for Widespread Home Values: Associations maintain their common areas and require maintenance of their homes. These actions may help maintain real estate values in nearby more traditional neighborhoods and subdivisions. See Fannie Mae on Neighborhood Analysis and Scheller Neighborhood Governments and Their Role in Property Values.
- Help Maintain a Mortgage Lender's Asset (Association Home): Associations are obligated to maintain common areas and sometimes certain parts of the homes, such as mowing the yard, even when delinquent owners fail to pay assessments. Lenders benefit even if they may lag in enforcing loan covenants that include assessment payments. See Sterk, Maintaining Condominiums and Homeowner Associations
- Supporting Data for Appraisers: Appraisers also benefit because the association, as a well-maintained housing organization, often can minimize the impact of a downward slide in local and regional home prices. Traditional homes often depend on supporting data by ZIP codes. See Fannie Mae Appraisal Requirements

- Sources of Local Government Leadership: Local governmental entities such as school and hospital boards, park districts and similar entities conduct elections for members. These elections often have candidates running for those offices who are current or former community association board members. As candidates, these association volunteers already understand what it means to (i) be involved, (ii) run for an elected position and, if elected, (iii) the obligations required by charters, bylaws and similar regulations and (iv) budgeting processes.

See the Community Association Fact Book for additional information on the economic impact and role of community associations.

4.2 Key Association Definitions:

Community Association

The umbrella term "community association" describes a real estate development in which the homeowners are bound to membership by deed to the development through a set of recorded governing documents that require adherence to a set of rules and payment of assessments. This term includes entities known as homeowner associations, property owner associations, planned unit developments, condominiums, cooperatives, planned communities and townhouse associations. The governing documents determine the type of entity, not the architectural style. Membership in the community association is automatic upon purchase of the home and, unlike other civic or fraternal associations, community associations are not voluntary. Membership in the association only ceases when the homeowner no longer holds title to their unit.

There are three basic types of community associations, all operating as primarily residential communities.

- Planned Communities: (54-60% of all community associations)

  In a planned community, each member (owner) owns a dwelling unit/home and the lot on which the dwelling is located. A nonprofit corporation or entity (the community association) holds title to the common areas which are subject to recorded Covenants, Conditions & Restrictions (CC&Rs). The planned community is governed and managed by a board of directors elected by the owners. The homeowner's deed requires membership in the corporation.

  There may or may not be a specific state enabling statute. Planned communities are referred to by a number of different names that reflect diverse architectural styles and regional nomenclature variations, such as Homeowner Association (HOA), Property Owners Association (POA), Townhome Association and Planned Unit Development (PUD).

• Condominiums: (38% to 42% of all community associations)

In a condominium, each individual member holds title to a specific unit and an undivided interest as a ‘‘tenant-in-common” in the common elements. A community association is not a condominium unless the undivided interests in the common elements is vested in the unit owners. Unlike in a planned community or in a cooperative, the entity (the condominium association itself) does not own the common elements. These common elements generally include the structural components, the exterior of the building or buildings, the grounds, the amenities, and all portions of the property other than the units (as defined). The condominium is governed by a board of directors elected by the owners. The condominium is subject to a recorded Declaration of Condominium (Declaration). There is always a state enabling condominium statute.

• Cooperatives: (2% to 4% of all community associations)

In a cooperative, a corporation holds title to the entire project, the units and the common elements. The corporation holds the mortgage (if there is one) to the common elements although the individual owners may have loans on their ownership interest in their units. The owners (or members) are stockholders in the corporation. A proprietary lease or occupancy agreement gives each member exclusive use of a unit for a specified period of time. The cooperative is governed by a nonprofit board of directors elected by the owners. There may or may not be a specific state enabling statute.

See the Community Association Fact Book for a detailed discussion of the three basic types of associations.

4.3 Legal Status, Governance and Operations

Legal Status: Most community associations are organized as nonprofit corporations under state laws, but they are not treated as nonprofit entities (tax exempt) under federal income tax laws. Condominium and cooperative associations cannot be tax-exempt [501(c) entities] under federal taxation regulations. With few exceptions, all three types of associations pay federal and state tax.

Because community associations are largely creatures of both statute and document drafting, specific legal requirements vary from state to state and document drafter to document drafter. Many states have adopted some form of the Uniform Common Interest Ownership Act (UCIOA 1982, 1994 2008, 2014) that attempts to establish uniformity of law regarding all three types of community associations in a single statute.

Governing Documents: The basic governing documents of community associations include: (1) A Declaration or a Declaration of Covenants, Conditions & Restrictions (CC&Rs), (2) Bylaws (3) Articles of Incorporation (usually), (4) Plat or Survey and (5) Rules & Regulations. Terms vary by the basic type of association. Community associations can also be subject to subdivision and/or map act requirements, zoning requirements, federal flood insurance regulations and other legal requirements.

Function: Community associations are housing management organizations that deliver three core services to homeowners: Governance Services, Community Services and Business Services. Community associations not only are a place to live, they are a place to work and to create jobs.

Infrastructure: Community associations own or are responsible for the infrastructure within the common elements (common areas) that contain their homes. Associations are responsible for maintaining shared facilities, open spaces and amenities, often including streets, roads and utility systems (sewer and water piping), esplanades, sidewalks, parking lots, lighting systems, recreational facilities and more.

Services: In conventional residential communities (that are not part of a community association), local government provides basic services, such as trash/recycling pickup, storm water system management, fire/police/EMS response – all of which are funded by, and included in, local property taxes. Because community associations are considered "private" entities (particularly when they restrict access and their streets are private), they often must pay the municipality or private contractors to provide the basic residential services normally funded through property taxes. Community associations fund the cost of such services from homeowner assessments.

Double Taxation: This doubling of payments for certain services (payment by property taxes and payment by association assessments) is sometimes referred to as "double taxation." These extra or double payments for certain services typically continues for the life of the association. Trash collection and waste water management are two examples.

Code/Building Compliance: In traditional (non-association) subdivisions and traditional homes, property taxes levied by local government provide and pay for various code, zoning, environmental and similar enforcement and inspections. Community associations often perform very similar services or aspects of those services. This performance arises because, in addition to meeting local government requirements, the association must conduct its own property inspections and maintain community architectural compliance. The cost of this internal compliance is paid for via homeowner assessments while at the same time each association owner pays for property taxes for the same or similar services.

Maintaining Asset Values: An essential function of community associations is to maintain commonly-owned assets and property components to ensure the integrity and value of the shared and individually-owned real estate assets (the homes/units). Effective community associations look for ways to manage the cost of shared services and asset maintenance in order to stabilize owner assessments while still meeting the requirements of local government and obligations under the recorded governing documents.

Governance: Community associations are self-governed, i.e. the members (homeowners) are collectively responsible for the governance, operation, management and maintenance of the community property and its common facilities and areas. This responsibility is vested in the association's board of directors sometimes with the assistance of committees.

Around two-thirds of community associations engage professional managers to assist in carrying out some or all of these functions. Association board members are volunteers, and, even though they may “work” 5-10 hours each week for their community, they are unpaid. The value of their service is not reflected in association financial reports and in many statistical reports.

Value of Volunteer Service: There is no formal national data source that directly tracks the economic value of volunteer contributions necessary for the successful governance and operation of community associations. There are generally-accepted methods, however, to quantity the economic value of volunteer work. The current designated value of volunteer work is $25.43 per hour, based on Bureau of Labor Statistics data, indexed by Independent Sector (as of 2019).This value is based on average hourly earnings of all production and non-supervisory workers on private, non-farm payrolls, based on yearly earnings reports provided by the Bureau of Labor Statistics. Independent Sector indexes this figure to determine state values and increases it by 12 percent to account for employee fringe benefits.

The guidelines provided by Financial Accounting Standards Board (FASB) state that the value of volunteer services should be included in financial statements only if the volunteer is performing a specialized skill for a nonprofit entity. The general rule of applicability is whether the organization would have purchased the services if they had not been donated. This is definitely true for community associations – if the volunteer board of directors did not provide the core services, the association would need to hire outside contractors and professionals.

Part Five: COLORADO - Associations Contributions to the State's Economy

5.1 Colorado Community Associations – 2018 Selected Economic Metrics

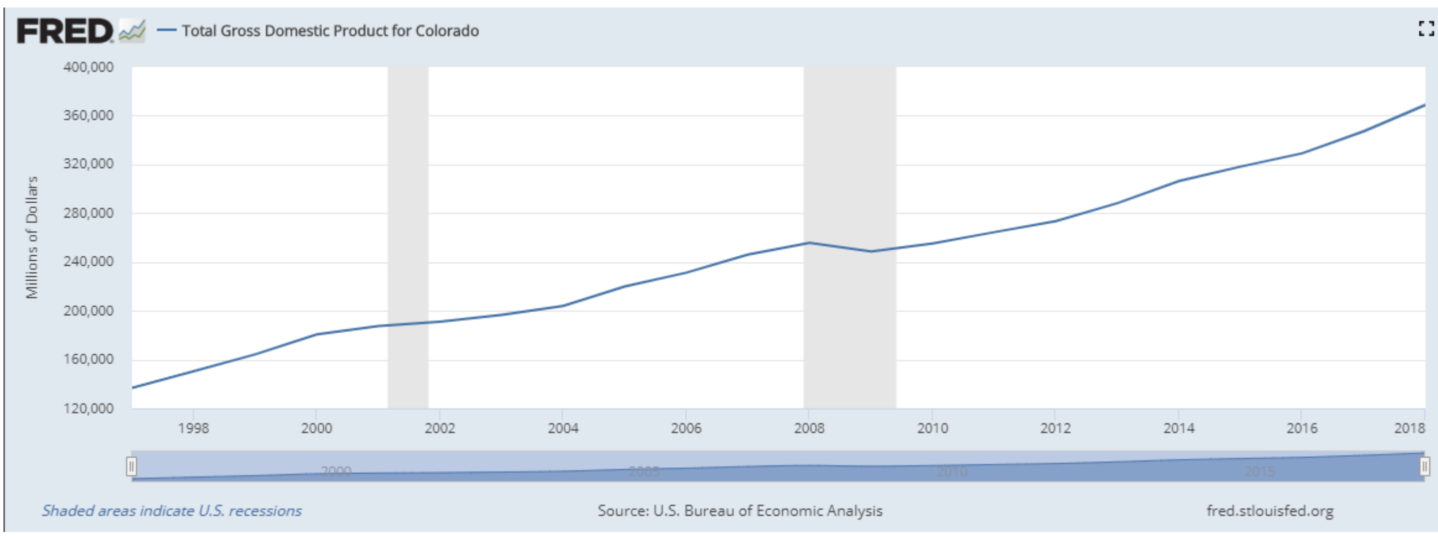
State	Association Rank	Association Count	Associations in State as Percent of All Associations	Association Homes as Percent of All Owner Occupied Homes	Association Homes as Percent of All Occupied Homes
Colorado	11	9,800	2.8%	61.8%	40.0%

Association Population as Percent of Total Population	Population Living in Associations	Association Board & Committee Volunteers	Value of Board & Committee Time	Value of Homes in Associations	Association Housing Services: Operations, Physical Asset Management, Reserves, Capital Improvements, Conservation & Environment
38.3%	2,182,000	78,000	$71,400,000	$204,940,000,000	$4,010,000,000

For more summary information, see the Statistical Reviews from 2012-2018.

Community associations are one component of other primary entities in the U.S.

5.2 Colorado GDP: In 2018, Colorado's GDP was $368,795,000,000.



https://fred.stlouisfed.org/series/CONGSP
https://www.bea.gov/newsreleases/regional/gdp_state/qgsp_newsrelease.htm

5.3 Measuring Economic Impact of Community Associations

Community associations are housing management organizations that provide three core services to homeowners: Community Services, Governance Services and Business Services. In performing these core services, community associations:

- Pay local, state and federal taxes,
- Support and create local jobs,
- Pay twice for certain local government services, and
- Reduce the burden of local government,
- Enhance real estate values in a broad manner
- Protect lender collateral
- Utilize the governance and managerial energy of elected boards of directors and volunteer committee members

From another perspective, the performance of these core services can also be explained by way of three comparisons each of which demonstrate the contributions of associations:

(1) Community Associations Compared to Traditional Subdivisions:

Association homeowners pay assessments based on either the annual budget divided equally among all homes or on some standard measure such as ad valorem taxes or square footage to support repair, maintenance and replacement of commonly-owned infrastructure (streets, sidewalks, parking garages/lots, security gates, retention ponds and sewer systems, parks, and recreational facilities). In non-association housing such as housing in traditional subdivisions or zoning parcels, this infrastructure is usually owned, maintained and replaced by local and/or state government and paid for by property taxes.

(2) Community Association Fees Compared to Property Taxes

Homeowners in a community association may experience a form of “double taxation,” e.g., property taxes may include the cost of municipal trash disposal and snow removal, but most community associations must contract separately for these services, at additional cost, because the local government does not service “private” communities. The extra cost for these services is passed on to association homeowners through their assessments. Property taxes are tax deductible, but association fees (that pay for the same or similar functions) are not tax deductible.

(3) Community Association Services Compared to Local Government Services

Because community associations provide some services normally provided by local government, including maintenance of common facilities and property such as streets, sidewalks, parking lots, lighting, parks/recreation amenities, and community security, this reduces the economic burden (cost) of local government in providing or contracting to have these services performed for associations. There is no metric to track either (i) the exact economic value of this reduction of expense to local government or (ii) of the additional property tax revenue collected by local government for services not performed by local government for associations.

5.4 Market Value of Colorado Association Homes Using the Federal Reserve Z.1 Balance Sheet Approach

► $205,000,000,000 market value of association Colorado homes at Q4 2018.

5.5 Economic Impact of Alabama Association Homeowners – Home Improvement

In 2018, there are 26.9 million homes in 347,000 community associations. These association homeowners engage in home remodeling – the complimentary role to that of the association establishing a reserve fund for future repairs and replacement of common property and such other property for which the association may be responsible.

According to a remodeling study *all homeowners* will have spent approximately $250,539,500,000 on home improvements and maintenance during 2018. These improvements range from Kitchens & Bathrooms, to energy retrofits, to accessibility improvements (to facilitate aging in place

Association owner home improvement remodeling is the functional parallel to the association's similar efforts for maintenance and repairs. Both activities create and sustain jobs and local economies. More jobs and more salaries mean more personal consumption primarily at local businesses. More jobs also mean more state and local taxes to pay for governmental services and improvements. This type of multiplier effect is well known in macro-economics. Based on the assumption that around 25% of the 2016 home improvement expenditures are made by homeowners in community associations, then approximately:

►$67,646,000,000 was spent by *all association homeowners* nationwide in 2018 on home improvements. See #5.8 below.

5.6 Economic Impact of Colorado Association Homeowners – Property Taxes

This data is based on NAHB Property Tax Metrics by State for 2016. The community associations themselves sometimes also pay both state and federal income tax and certain state level fees. This type of tax/fee cost data is not analyzed, but it generally is not material to association budgets and expenditures when the association files under the most used Federal Income Tax Forms. The data is presented more directly in #5.8 below.

5.7 Colorado Community Associations & Their Homeowners – Estimated Economic Contributions

Association & Homeowner Categories 2018	**Year One**	**Three Year Cumulative**
Volunteer Leadership & Governance: Meeting legal & fiduciary requirements, achieving cooperation & compliance with association goals	$71,400,000	$214,200,000
Homeowner Property Tax Payments: Providing further economic support for local government services	$793,000,000	$2,379,000,000
Homeowner Improvements within their Home/Unit: Upgrades and additions including changes to systems enhancing conservation and facilitating accessibility	$2,205,000,000	$6,615,000,000
Association Housing Services: Operations, Physical Asset Management, Major Repairs & Replacements, Capital Improvements, Conservation & Sustainability, Contingencies	$3,410,000,000	$10,229,000,000
Total *3-year totals may vary by rounding	$6,479,400,000	$19,437,200,000

Part Six: All U.S. Community Associations & Homeowners – Estimated Economic Contributions

As a housing form, community associations began nearly 200 years ago. Prior to the New Deal, however, the great arc of housing reforms from the Progressive Period dealt primarily with slum and blighted housing. The New Deal provided long term amortized mortgages and minimum property standards in order to obtain FHA insured mortgages. This began a shift to homeownership. Just after WWII, the National Housing Goals of the 1949 Housing Act set forth a goal of providing “decent, safe and sanitary” housing. While planned communities and housing cooperatives were modestly used for housing, it was the FHA adoption of mortgage insurance for condominium homes in 1961 that began the steady expansion of community associations (in all three types) as a housing form. Today, the housing needs of many Americans are met with the use of community associations. More importantly, community associations provide this housing by using direct homeowner involvement that fosters self-governance, financial efficiency and sustainable land use practices during a time of environmental uncertainty.

Community Association Economic Contributions 2018		
All Associations & Their Homeowners – Categories	**Year One**	**Three Year Cumulative**
Volunteer Leadership & Governance: Meeting legal & fiduciary requirements, achieving cooperation & compliance with association goals	$2,288,600,000	$6,865,900,000
Homeowner Property Tax Payments: Providing further economic support for local government services	$72,753,700,000	$218,,000,000
Homeowner Improvements within their Home/Unit: Upgrades and additions including changes to systems enhancing conservation and facilitating accessibility	$67,646,000,000	$202,938,000,000
Association Housing Services: Operations, Physical Asset Management, Major Repairs & Replacements, Capital Improvements, Conservation & Sustainability, Contingencies	$123,000,000,000	$369,000,000,000
Total	$265,688,300,000	$797,065000,000

About Community Associations Institute (CAI)

Since 1973, Community Associations Institute (CAI) has been the leading provider of resources and information for homeowners, volunteer board leaders, professional managers, and business professionals in nearly 350,000 community associations, condominiums, and co-ops in the United States and millions of communities worldwide. With more than 41,000 members, CAI works in partnership with 64 affiliated chapters within the U.S., Canada, United Arab Emirates, and South Africa, as well as with housing leaders in several other countries including Australia, Spain, Saudi Arabia, and the United Kingdom.

A global nonprofit 501(c)(6) organization, CAI is the foremost authority in community association management, governance, education, and advocacy. Our mission is to inspire professionalism, effective leadership, and responsible citizenship—ideals reflected in community associations that are preferred places to call home. Visit us at www.caionline.org and follow us on Twitter and Facebook @CAISocial.

About the Foundation for Community Association Research

The Foundation provides authoritative research and analysis on community association trends, issues and operations. Our mission is to foster successful and sustainable communities. We sponsor needs-driven research that informs and enlightens all community association stakeholders—community association residents, homeowner volunteer leaders, community managers and other professionals and service providers, legislators, regulators and the media. Our work is made possible by your tax-deductible contributions.

Your support is essential to our research. Visit foundation.caionline.org or email foundation@caionline.org.

For suggestions, additions, or updates to this Community Association Fact Book State Page, please email foundation@caionline.org.

FOUNDATION FOR COMMUNITY ASSOCIATION research

6402 Arlington Blvd., Suite 500
Falls Church, VA 22042
foundation.caionline.org

ABOUT CAI

Since 1973, Community Associations Institute (CAI) has been the leading provider of resources and information for homeowners, volunteer board leaders, professional managers, and business professionals in nearly 350,000 community associations, condominiums, and co-ops in the United States and millions of communities worldwide. With more than 40,000 members, CAI works in partnership with 64 affiliated chapters within the U.S, Canada, United Arab Emirates, and South Africa, as well as with housing leaders in several other countries including Australia, Spain, Saudi Arabia, and the United Kingdom.

A global nonprofit 501(c)(6) organization, CAI is the foremost authority in community association management, governance, education, and advocacy. Our mission is to inspire professionalism, effective leadership, and responsible citizenship—ideals reflected in community associations that are preferred places to call home. Visit us at www.caionline.org and follow us on Twitter and Facebook @CAISocial.

ABOUT THE FOUNDATION FOR COMMUNITY ASSOCIATION RESEARCH

Our mission—with your support—is to provide research-based information for homeowners, association board members, community managers, developers and other stakeholders. Since the Foundation's inception in 1975, we've built a solid reputation for producing accurate, insightful and timely information, and we continue to build on that legacy. Visit foundation.caionline.org.

The statistical information in this report was developed by Clifford J. Treese, president of Association Data, Inc., in Mountain House, Calif. A member of CAI almost since its inception, Treese is a past president of CAI and the Foundation for Community Association Research. We are grateful for his continuing support of both organizations.

Additional statistical information published by the Foundation for Community Association Research is available at foundation.caionline.org.

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DRAFT
September 5, 2019

RESOLUTION NO. __19-____, Series of 2019

TITLE: A RESOLUTION CONCERNING THE SALE AND DEVELOPMENT OF PACE LOT 2

RECITALS:

1. In February 2018, to further activate the Downtown Mainstreet through development of parcels owned by the Town and the Parker Authority for Reinvestment ("PAR") (the "My Mainstreet Parcels"), including PACE Lot 2, a comprehensive public outreach project called the "My Mainstreet Project" was initiated;

2. The Town Council and PAR Board adopted the My Mainstreet Strategic Framework on November 26, 2018, a copy of which is attached to this resolution as Attachment A;

3. Based on the public's participation in the My Mainstreet Project, a menu of preferred uses was developed for each of the My Mainstreet Parcels, including PACE Lot 2;

4. On January 14, 2019, PAR engaged Pinnacle Valuation & Consulting, LLC, to conduct real estate appraisals for each of the My Mainstreet Parcels, including PACE Lot 2, which appraisal reports were completed on February 19, 2019;

5. From October 12, 2018, to December 12, 2018, PAR issued a Request for Proposals to identify a commercial brokerage firm that would represent the Town and PAR in the sale of the My Mainstreet Parcels, including PACE Lot 2;

6. On March 18, 2019, PAR and the Town entered into a commercial brokerage listing agreement for the My Mainstreet Parcels with NavPoint Real Estate Group, a copy of which is attached to this resolution as Attachment B;

7. The My Mainstreet Parcels were listed with NavPoint Real Estate Group for a listing price in excess of the appraised value for these parcels, including PACE Lot 2;

8. The listing agreement with NavPoint Real Estate Group specifically provides for the preservation of parking for the PACE Center, specifically requires that view corridors of the PACE Center from Mainstreet be preserved, and specifically requires that the uses of the property be consistent with the My Mainstreet Strategic Framework;

9. On March 15, 2019, the "Committee to Save PACE and Pine Curve 3.0" filed a Committee Affidavit with the Town Clerk. According to the Committee Affidavit, "[t]he purpose of this initiative will be to place a question on the ballot as to whether the zoning . . . (. . . the PACE Parking Lot) . . . should be modified to Parks/Open Space;"

11. On March 20, 2019, the Town Clerk sent a letter to the Committee Chairman to certify the Town's receipt of the Committee Affidavit and to notify the committee that the Committee Affidavit was deficient.

12. On April 5, 2019, the Committee's chairman submitted a corrected Committee Affidavit on behalf of the "Committee to Save PACE Center Parking" to the Town Clerk, the purpose of which was to propose "A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS PACE PARKING LOT, TO OPEN SPACE DISTRICT . . .;"

13. On April 12, 2019, the Town Clerk sent a letter to the Committee's chairman to certify the Town's receipt of the corrected Committee Affidavit and approving the form of petition;

14. The Committee has been circulating the petition concerning PACE Lot 2 since its approval by the Town Clerk;

15. On August 15, 2019, at the direction of Town Council, Councilmembers Diak and Rivero and the Community Development Director met with members of the Committee;

16. Concerns raised by the Committee during that meeting included (a) preserving the existing amount of parking for the PACE Center but allowing for it to be reconfigured, (b) establishing view corridors to and from the PACE Center from Mainstreet in the event of development, and (c) the allowance of residential uses on PACE Lot 2;

17. The Town Council desires to address these concerns pursuant to this resolution.

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

<u>Section 1</u>. The Town Council of the Town of Parker hereby confirms that the listing agreement with NavPoint Real Estate Group (Section 2, Exhibit A-1) specifically requires that parking for the PACE Center, in the amount of 182 spaces, be provided, although it may be reconfigured.

<u>Section 2</u>. The Town Council of the Town of Parker hereby confirms that the listing agreement with NavPoint Real Estate Group (Section 2, Exhibit A-1) specifically requires that view corridors of the PACE Center from Mainstreet be preserved with new development.

<u>Section 3</u>. The Town Council of the Town of Parker hereby confirms that the listing agreement with NavPoint Real Estate Group (Section 3, Exhibit A) specifically requires that the uses of PACE Lot 2 must be consistent with the My Mainstreet Strategic Framework, and the alignment of the market analysis, public input/desired uses and existing zoning and plans (page 37) specifically provides that the preferred uses for PACE Lot 2 are retail, restaurant, and bar/distillery/brewery.

RESOLVED AND PASSED this _____ day of ________________________, 2019.

TOWN OF PARKER, COLORADO

____
Mike Waid, Mayor

ATTEST:

____

Carol Baumgartner, Town Clerk

Attachment A
My Mainstreet Strategic Framework

MY MAIN STREET

STRATEGIC FRAMEWORK

A BLUEPRINT TO COMMUNITY SUPPORTED DEVELOPMENT

PARKER
COLORADO

P3

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MY MAIN STREET

EXECUTIVE SUMMARY

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EXECUTIVE SUMMARY MY MAINSTREET

MY MAINSTREET PROCESS

Formerly known as Parker Authority for Reinvestment, **Partnering for Parker's Progress (P3)** Parker's Urban Renewal Authority oversees the development and redevelopment of P3 and Town of Parker owned properties in Downtown Parker. P3 initiated the My Mainstreet Project to eliminate blight and catalyze redevelopment or development of four (4) underutilized and vacant parcels in the core of Downtown Parker and the Parker Central Urban Renewal Area. The four properties, totaling more than 30 acres, represent a unique opportunity for in-fill development that will further activate Mainstreet and help the community realize its vision for downtown.

The goal of the project is to generate a My Mainstreet Strategic Framework, which will serve as a "Blueprint to Community Supported Development" for these four parcels. This Framework, based on both market realities and community interests, will be a guide for future developers and the Town as they evaluate future development proposals on these four properties.

Suggested mixed-use development for downtown on the EastMain property.

In order to make the parcels market ready, a robust public engagement process was required to ensure public support for the future development or redevelopment of the properties. In conjunction with the public outreach, P3 hired a consultant, Economic Planning Systems (EPS), to provide a market analysis centered on varying uses, community absorption and economic catalytic impact for the four My Mainstreet parcels. By providing the Town of Parker and the broader community with concrete data, all stakeholders better understand the development opportunities, limitations and impacts. The input received from the community throughout this process was provided to EPS and integrated into the recommendations for each property to identify shared values and the alignment between community desires, market opportunities and existing Town of Parker planning documents.

In response to input received from the community regarding uses and "big ideas" for the property, the My Mainstreet team scheduled peer visits to several other cities to learn from their experiences and research recent downtown projects. Key highlights from peer city visits include:

Need to show developers that there is the demand for the development. Developers want built-in diners and shoppers. Surveys, event data, photos of events and anecdotal information that shows the demand for the multiple uses.

Integrate downtown living into mixed-use projects to catalyze economic development and get more eyeballs and footsteps downtown.

Events really draw people downtown.

Downtown improvements support economic development. For example, the facade improvement program in Castle Rock influences other changes and improvements.

The town needs financial tools and incentives to catalyze development, for example Tax Increment Financing (TIF).

Document special events and downtown gatherings to share with potential developers and investors to demonstrate the market viability of a future retail, residential or restaurant project.

Change is hard when familiar businesses disappear.

Restaurants catalyze development and encourage transformation and investment, especially when based locally.

Parking is a big issue in all communities. Downtown parking garages can be used to support the development and allow for more consolidated designs and development (versus parking property by property).

A downtown hotel in Fort Collins created new opportunities for other businesses and supports day/night activity.

Alley investments in Fort Collins catalyzed new businesses and restaurants off of the main streets to provide different spaces with lower rents.

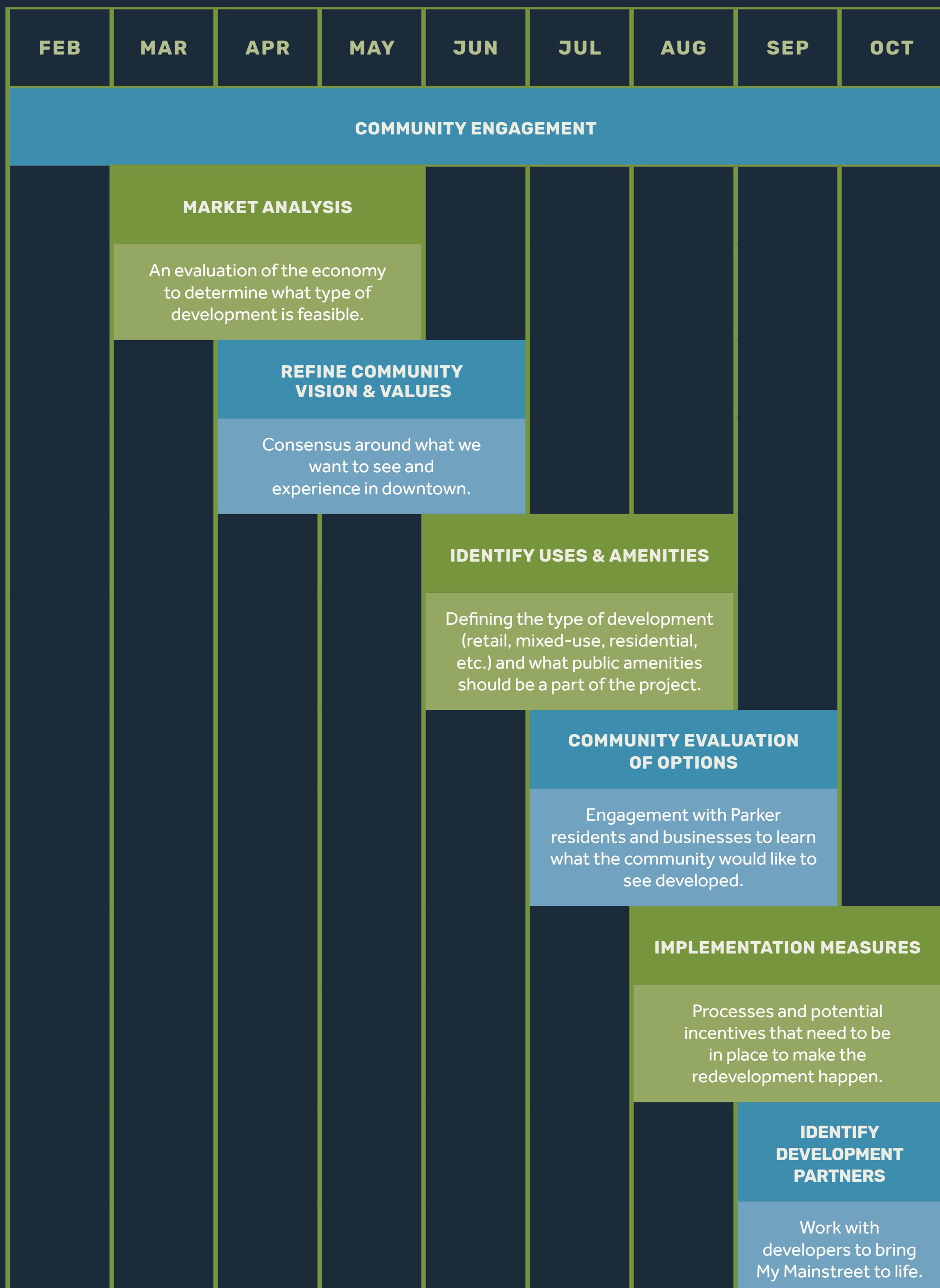
Downtown parking structures utilized public-private partnerships—costs are split between the City, the Downtown Development Authority and a private developer.

Mixed-use developments in Fort Collins have been largely successful. The stable residential income offsets the cost of the commercial space and mitigates the financial risks.

The information gathered from the public engagement and the market analysis has been synthesized and incorporated into the My Mainstreet Strategic Framework. The key elements of this framework are:

1. Location map for each property
2. Zoning and property information
3. Property profiles including conceptual designs and market recommendations
4. Implementation and entitlement process
5. Property disposition

MY MAINSTREET TIMELINE – 2018



FINDINGS

The My Mainstreet Project found that a distinct type of development emerged for each of the four properties, reflecting the unique location, market demand, community desires and constraints of each property. Each location is unique in its ability to support different types of retail, commercial, office and residential uses. Both horizontal and vertical mixed-use development was considered on each of the properties in order to support the underlying zoning and Mainstreet Master Plan objectives. The range of uses, densities and types of public amenities was incorporated into the conceptual property designs to demonstrate potential development scenarios for each property.

All of these properties are well positioned for redevelopment. The property profiles in this document outline the development concepts and uses that emerged through this process to be best suited for Downtown Parker.

PURPOSE OF THIS DOCUMENT

The My Mainstreet Strategic Framework is intended to provide information to support the implementation of the Parker Central Area Urban Renewal Plan and potential development partners about the community and market input for the My Mainstreet properties. Any future development partner will be required, prior to site plan approval, to provide information on how the proposed development fits into the My Mainstreet Strategic Framework. The exact development plans may deviate from the conceptual plans for each property, but any significant deviations without clear reasoning from the developer may require additional public engagement prior to approval.

The My Mainstreet Strategic Framework was endorsed by the Town Council for the Town of Parker and the Authority Board for the Parker Authority for Reinvestment on November 26, 2018.

Suggested restaurant courtyard space for the 19801 E. Mainstreet property.

MY MAIN STREET

ABOUT PARKER AND DOWNTOWN PARKER

PARKER
COLORADO

P3

PARKER AND DOWNTOWN PARKER

OVERVIEW OF PARKER

Established in 1864, Parker, CO, currently encompasses 21.1 square miles and has a population of approximately 53,400. Located 20 miles from downtown Denver, Parker is a fast growing, family-oriented, affluent town.

Parker is located in Northern Douglas County and is a part of the Denver-Aurora-Lakewood Metropolitan Statistical Area. Parker offers abundant opportunities for commercial and retail development with easy access to I-25 and E-470, as well as Denver International Airport. Mainstreet is actively expanding with a new Douglas County Library and Discovery Park, and a four-season park plaza at the eastern end of Mainstreet.

Parker's Downtown Mainstreet includes 100-year-old historic structures, newer mixed-use office and retail developments, Town Hall, and the $20 million Parker Arts Culture and Events (PACE) Center completed in 2011. In 2016, two new public amenities opened on Mainstreet, a 1.4 acre Discovery Park and a 44,000 square foot Douglas County Library. The area offers live music venues, restaurants and numerous community events in a pedestrian-friendly environment.

The long-term vision for Downtown Parker is to create a unique sense of place with engaging active uses and attractive businesses. In 2015, the Mainstreet Master Plan was adopted. This plan called for a cultural, economic and social center that is supported by walkable arts, entertainment, diverse business opportunities, community gathering spaces, specialty retail and dining and a variety of housing options.

With the emerging focus on visual and functional development, future growth downtown should include mixed-use spaces, be pedestrian oriented and reinforce the area's distinct character and authenticity.

COMMUNITY SNAPSHOT:

Population: **53,400**

Trade Area Population: **131,000**

Median Age: **34.6**

Median Household Income: **$97,824**

Number of Households: **17,814**

Median Home Value: **$465,000**

LEVEL OF EDUCATION:

Bachelor's Degree: **37.1%**

Master's Degree or Higher: **15.5%**

PARKER AREA, DOWNTOWN AND SELECTED PROJECT METRICS

A number of factors influenced the potential for development of a mixed-use concept on the subject properties including:

	PARKER	
	2018 Q2	2017 Q2
Total Existing Office Square Footage	1,175,719	1,175,719
Office Vacancy Rate	5.80%	7.00%
Office Rental Rate – median	$21.06	$20.48
Total Existing Retail Square Footage	4,373,327	4,353,423
Retail Vacancy Rate	3.10%	3.30%
Retail Rental Rate – median	$20.58	$18.24
Total Existing Industrial/Flex Square Footage	817,407	817,407
Industrial/Flex Vacancy Rate	3.10%	3.20%
Industrial/Flex Rental Rate – median	$14.01	$9.64

Parker market trends have 5.8% office vacancy rate and 3.1% retail vacancy rate.

Residential Market Trends: The median average single-family home sales price at the end of the first quarter 2018 was approximately $485,000. Similar to the Denver region, the multi-family housing market in Parker remains strong. The Town has experienced substantial development of rental multi-family housing over the past five years with more than 2,000 units built or in the development pipeline. The vacancy rate at the end of the first quarter 2018 was 1.4%, while the average asking rate per unit was $1,398.

Traffic Volumes: Traffic volumes through the downtown area continue to increase. Average daily two-way traffic at the intersection of Mainstreet and Pine Drive is approximately 26,000 vehicles. Of that total, approximately 14,000 vehicles travel Mainstreet daily and approximately 18,000 vehicles travel Pine Drive. Traffic volumes are projected to increase on Mainstreet east of downtown and alternative traffic configurations for the segment of Mainstreet adjacent to this property may be considered in the future.

Multi-Modal Access: All of the downtown properties currently have easy access to the regional trail system via the Sulphur Gulch Trail. Any new development or redevelopment will be required to further enhance the multi-modal access to these properties in downtown. One of the guiding principles of the Transportation Master Plan is to "create a multi-modal network that allows people of any age or ability to be comfortable driving, walking, biking or using transit." The future development of the four Town/PAR owned properties should incorporate multi-modal access consistent with the adopted Transportation Master Plan and the Complete Streets Policy.

MY MAIN STREET

DOWNTOWN PARKER VISION

PARKER
COLORADO

P3

DOWNTOWN PARKER VISION

Given the properties' central location on Mainstreet in Downtown Parker, development will both add to existing mixed-use development in the area and serve as a catalyst for new mixed-use development on other privately-owned opportunity properties in downtown.

Development or redevelopment of the vacant parcels should be considered in the context of the following principals and assist in the elimination of blight:

EXPANDS AND STRENGTHENS DOWNTOWN PARKER

- Achieves a vibrant and walkable downtown that promotes a mix of uses enhancing the vitality of Mainstreet.
- Incorporates height, massing and varied composition of building forms to provide opportunities for housing and businesses that activate the downtown and ground floor activity.
- Promotes a daytime economy that diversifies the inventory of commercial space and encourages creative industry uses that complement the nearby Schoolhouse and PACE Center complex.
- Implements the vision and goals of the Mainstreet Master Plan.
- Promotes a balanced parking solution.
- Advances transit-oriented development opportunities that could offer amenities with an emphasis on multi-modal access for bicycle and pedestrians to strengthen walkable neighborhoods in response to the Transportation Master Plan.
- Provides quality in-fill development and catalyzes the development of nearby vacant land.
- Contributes to a sense of place and Downtown Parker as a destination.
- The development should be consistent with existing downtown architecture to help contribute to Parker's local culture.
- Future development should expand the current economic, residential and cultural strengths of Parker's downtown.
- Makes use of current amenities in the area like the PACE Center, Discovery Park and the Douglas County Library to catalyze private development and promote a more walkable downtown experience.
- Leverage the substantial public investment in downtown amenities, facilities and streetscape to catalyze active uses and mixed-use development.

Downtown Parker

"…is the quaint, historic and walkable core that captures the authentic spirit of our community. Rich with opportunities in art, entertainment, dining, business and learning, downtown celebrates its unique character and appeal as an inviting and exciting creative district destination with year round activities and amenities. Parker's vision is to continue shaping an exceptional and vital downtown that enriches the business community, residents and visitors alike."

(Mainstreet Master Plan p. 24)

PROMOTES HIGH-QUALITY REDEVELOPMENT

- Establishes development that is large enough to encompass a mix of uses to create activity with commercial intensity, residential density and public amenities.
- Uses high-quality materials and varied architectural techniques that establish a unique identity.
- Sets an example of quality, architecture and urban design.
- Orients new buildings to the street to create an activated ground floor, comfortable human scale and an environment that promotes walking and biking.

MY
MAIN
STREET

SUMMARY OF PUBLIC ENGAGEMENT

PARKER
COLORADO

P3

SUMMARY OF PUBLIC ENGAGEMENT

The My Mainstreet Project was a community effort to encourage the right growth in the right places in Downtown Parker. The four vacant lots along Mainstreet present an opportunity to ensure our downtown remains Parker's premier place to gather, dine, shop and play.

P3 partnered with Town residents, business owners and developers to define what the community would like to see on the properties and what was feasible for the private market to develop. We accomplished this by crafting five surveys that sought to get community input on ideal property uses, architectural design and ultimately what the properties could look like. These surveys were conducted online through the Let's Talk Parker platform and in person during outreach events and micro engagements.

The goal of the My Mainstreet Project was to equip P3 and the Town with guidelines that they could use for developers interested in improving the downtown properties. The My Mainstreet Project was a unique opportunity to shape Downtown Parker and guide public/private sector investment that:

- Is responsive to both community interests and market demand.
- Boosts the vibrancy of our downtown as a destination.
- Expands and strengthens Downtown Parker.
- Increases Town tax revenue so we can continue to provide core services to residents.

Community input was gathered from February 20 – October 7, 2018. To view the complete data and read all the community input we received during this process, see the appendix on page 58.

1. QUICK POLL

Initially, a quick poll was performed to determine how the public wanted to engage with the project and receive notifications.

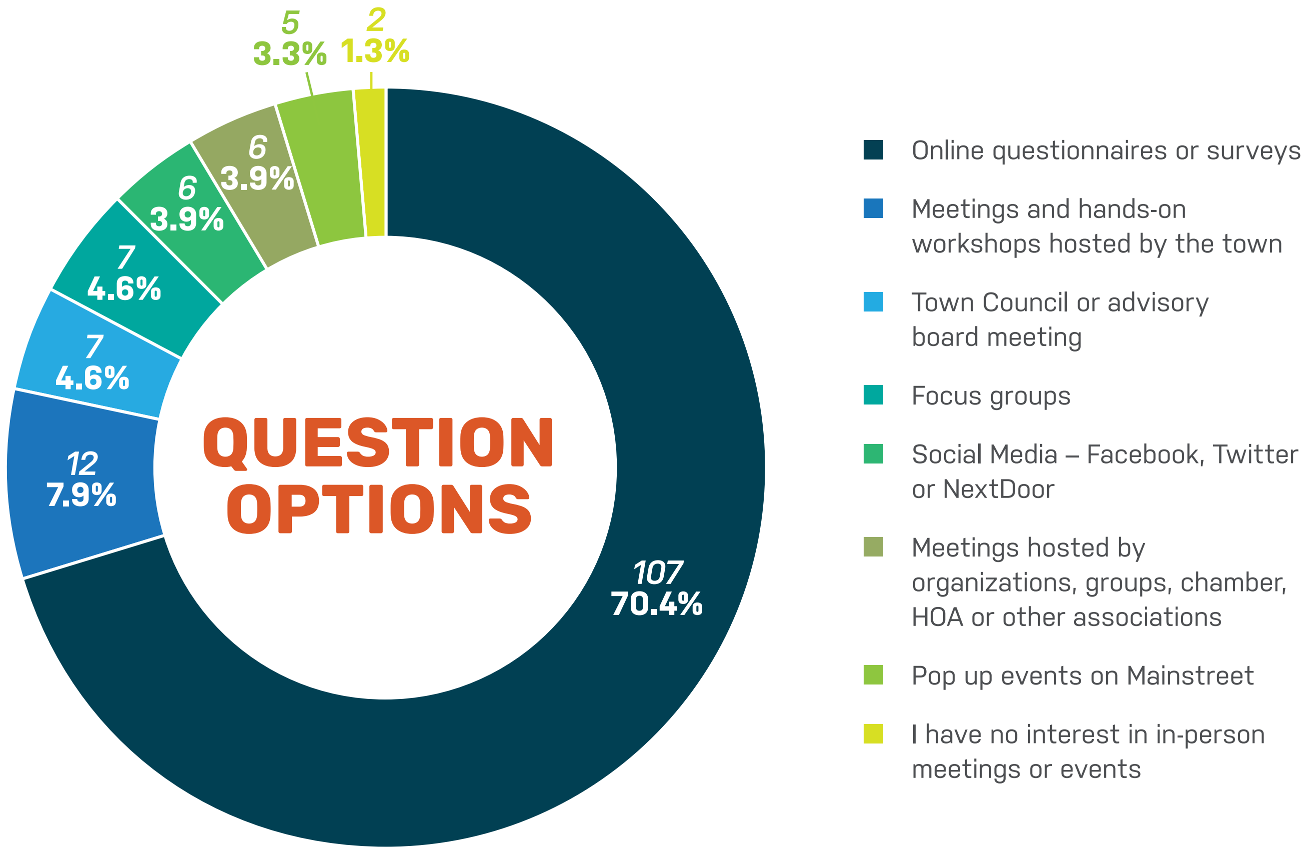
WHO WE HEARD FROM:

152

Parker Residents

through Let's Talk Parker

WHAT WE HEARD:



2. SITE USES SURVEY

The purpose of the site uses survey was to ask residents what they wanted to see developed on each of the four properties in downtown. Residents were asked to choose from a list of options that aligned with existing zoning, while also having the ability to submit their own ideas for the properties.

WHO WE HEARD FROM:

7
Council Members

17
Town Employees

20
Library Visitors

5
Planning Commission Members

5
P3 Advisory Committee Members

730+
Parker Residents

15
Downtown Business Alliance Leaders

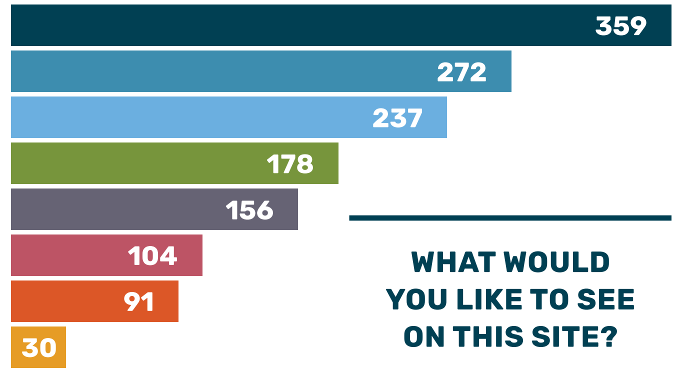
4
Town Hall Visitors

Survey results were collected from March 9 – April 18, 2018.

WHAT WE HEARD:

19801 E. MAINSTREET – PUBLIC INPUT

In-person sessions, community events and online engagement through Let's Talk Parker shows that the majority of residents are aligned on what they want to see developed on this property.



WHAT WOULD YOU LIKE TO SEE ON THIS SITE?

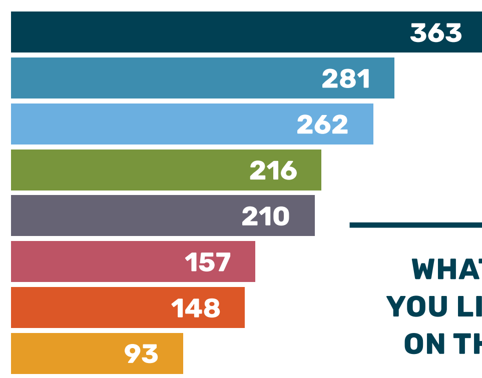
- Restaurant
- Bar/Distillery/Brewery
- Retail - Small Scale
- Art *(Gallery, Studio, Classes)*
- Personal Services *(Spa, Salon, Yoga, etc)*
- Mixed-Use with Office *(Ground floor retail with office above)*
- Mixed-Use with Residential *(Ground floor retail with residential above)*
- Hotel

WHAT ELSE? WE ASKED FOR YOUR BIG IDEAS, HERE'S WHAT YOU TOLD US:

- CRAFT BREWERY
- LOCAL RESTAURANT
- RETAIL - SMALL SCALE

EASTMAIN – PUBLIC INPUT

In-person sessions, community events and online engagement through Let's Talk Parker shows that the majority of residents are aligned on what they want to see developed on this property.



WHAT WOULD YOU LIKE TO SEE ON THIS SITE?

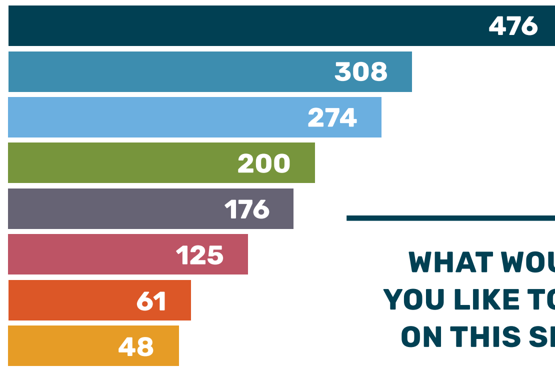
- Restaurant
- Retail - Small Scale
- Bar/Distillery/Brewery
- Art *(Gallery, Studio, Classes)*
- Personal Services *(Spa, Salon, Yoga, etc)*
- Mixed-Use with Residential *(Ground floor retail with residential above)*
- Mixed-Use with Office *(Ground floor retail with office above)*
- Hotel

WHAT ELSE? WE ASKED FOR YOUR BIG IDEAS, HERE'S WHAT YOU TOLD US:

- CRAFT BREWERY
- GALLERY/ ART STUDIO
- RESTAURANT
- RETAIL - SMALL SCALE

PACE LOT 2 – PUBLIC INPUT

In-person sessions, community events and online engagement through Let's Talk Parker shows that the majority of residents are aligned on what they want to see developed on this property.



WHAT WOULD YOU LIKE TO SEE ON THIS SITE?

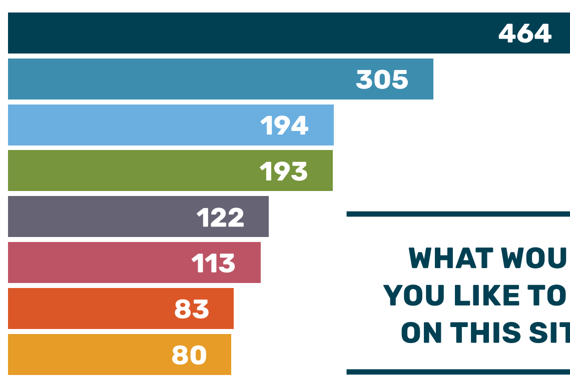
- Market/Farmers' Market
- Retail - Boutiques/ Unique Shops
- Restaurant
- Art *(Gallery, Studio, Classes)*
- Bar/Distillery/Brewery
- Personal Services *(Spa, Salon, Yoga, etc)*
- Mixed-Use with Office *(Ground floor retail with office above)*
- Mixed-Use with Residential *(Ground floor retail with residential above)*

WHAT ELSE? WE ASKED FOR YOUR BIG IDEAS, HERE'S WHAT YOU TOLD US:

- **FARMERS' MARKET**
- **GALLERY/ ART STUDIO**
- **RESTAURANT**
- **RETAIL - BOUTIQUES/ UNIQUE SHOPS**

PINE CURVE – PUBLIC INPUT

In-person sessions, community events and online engagement through Let's Talk Parker shows that the majority of residents are aligned on what they want to see developed on this property.



WHAT WOULD YOU LIKE TO SEE ON THIS SITE?

- Outdoor Marketplace – Shopping, Food, Service Retail *(yoga, spa, dry cleaning, hair studio, etc)*
- Restaurant
- Education *(College Campus)*
- Bar/Distillery/Brewery
- Retail – Larger Scale
- Conference Center with Hotel
- Horizontal Mixed-Use *(Residential and retail spread across the property)*
- Vertical Mixed-Use with Residential *(Ground floor retail with residential above)*

WHAT ELSE? WE ASKED FOR YOUR BIG IDEAS, HERE'S WHAT YOU TOLD US:

- **MARKETPLACE WITH FOOD**
- **WHOLE FOODS/ TRADER JOE'S**
- **OUTDOOR RETAIL**
- **RESTAURANTS**

3. VISUAL PREFERENCES SURVEY

Once we heard how Parker's residents wanted to develop the four properties in downtown, we wanted to better understand what look they wanted to see from the development. The goal was to learn what key design and architectural elements resonated with the Parker community and would complement the existing structures in downtown.

Our stakeholder group selected images that weren't tied to any specific plans, but rather served as representations to help gauge what the community did and did not want to see.

WHO WE HEARD FROM:

7
Council Members

17
Town Employees

150
Ice Cream Social Participants

5
Planning Commission Members

5
P3 Advisory Committee Members

1,100
Parker Residents

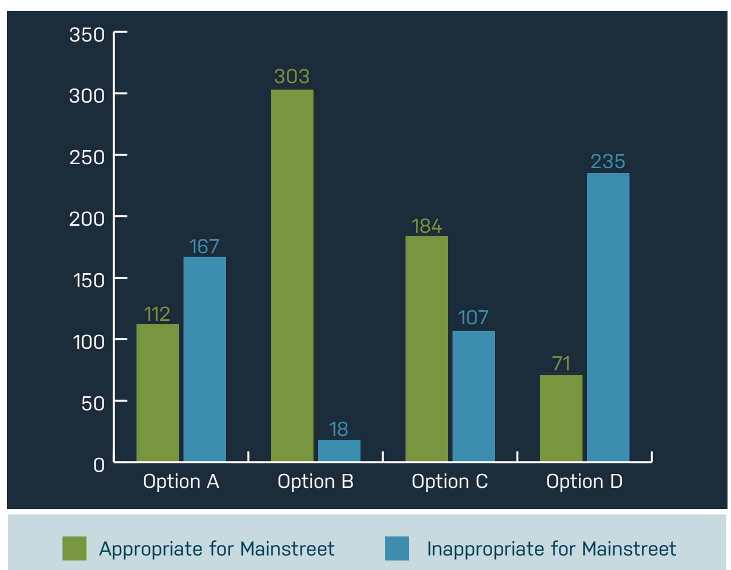
300
Arbor Day Event Participants

150
Senior Stroll Participants

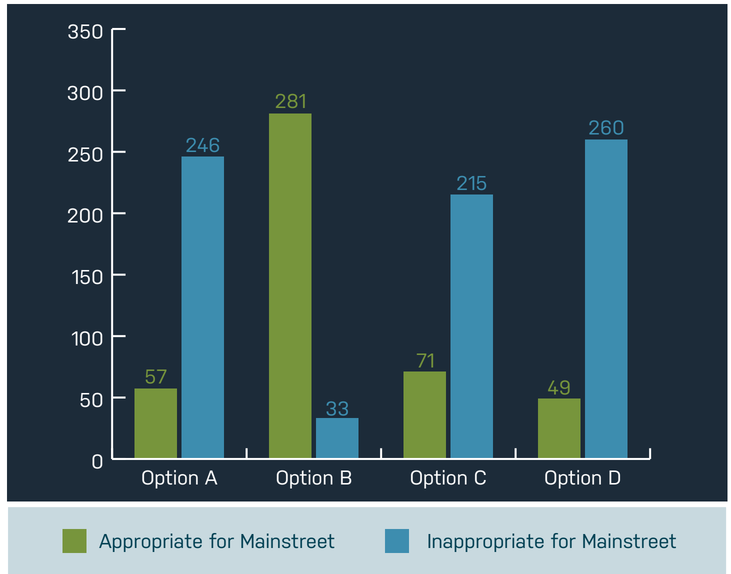
Survey results were collected from April 27 - June 15, 2018.

WHAT WE HEARD:

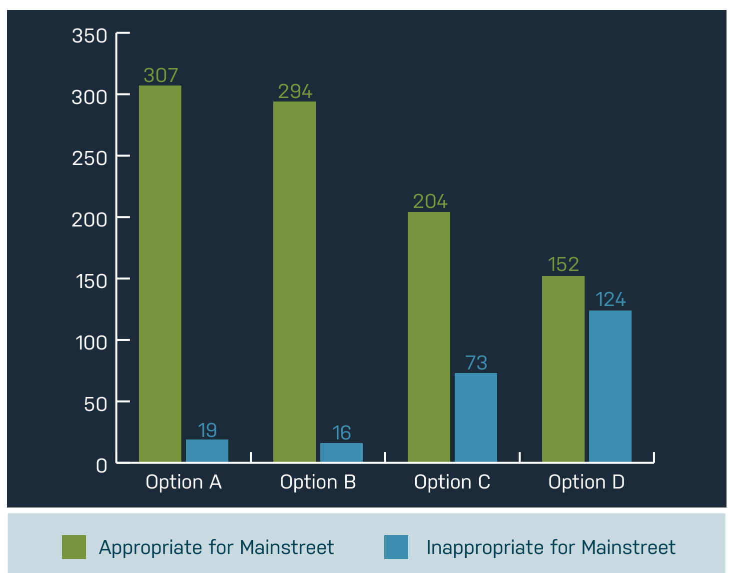
MIXED-USE RETAIL WITH OFFICE ABOVE



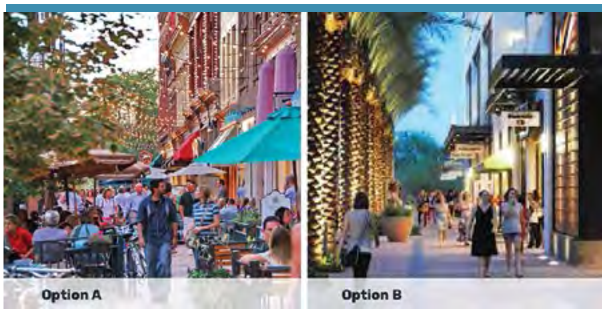
MIXED-USE RETAIL WITH RESIDENTIAL ABOVE

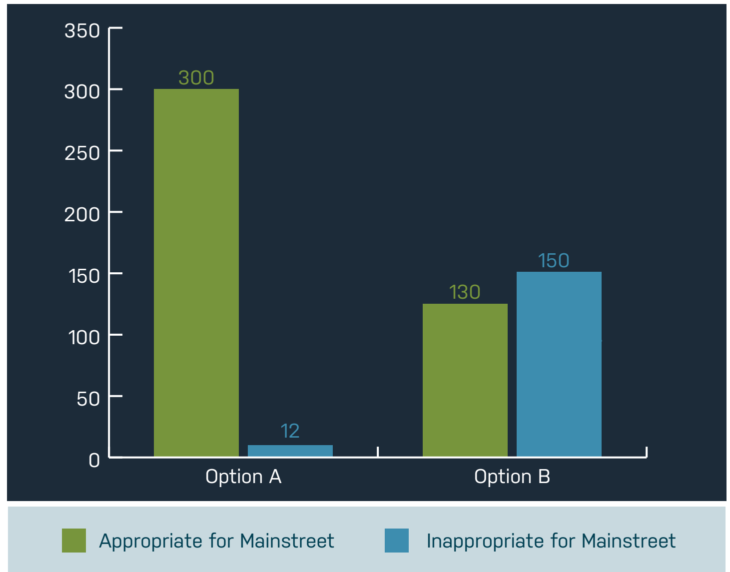


RESTAURANTS

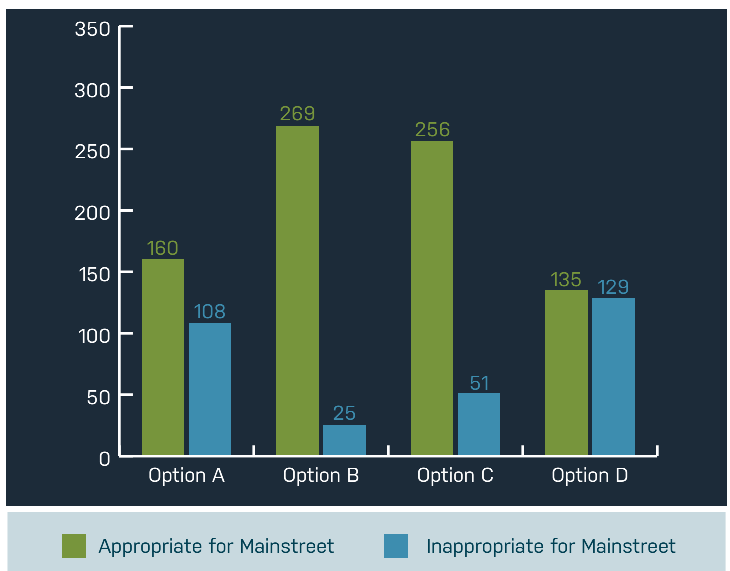


BOUTIQUE / SMALL RETAIL

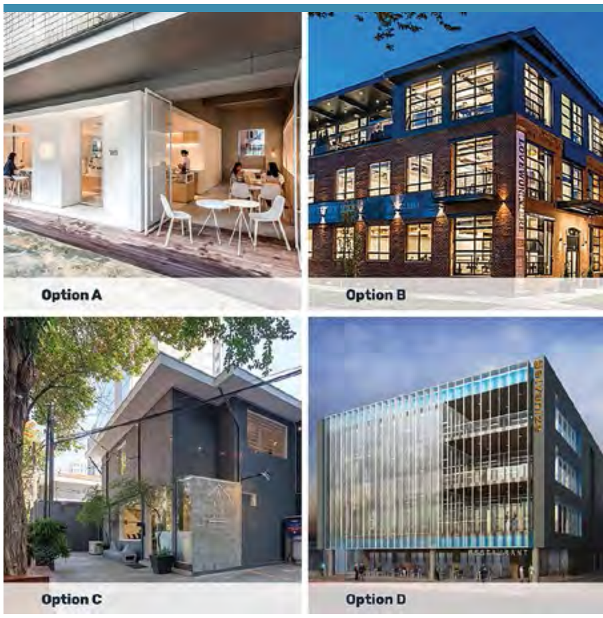


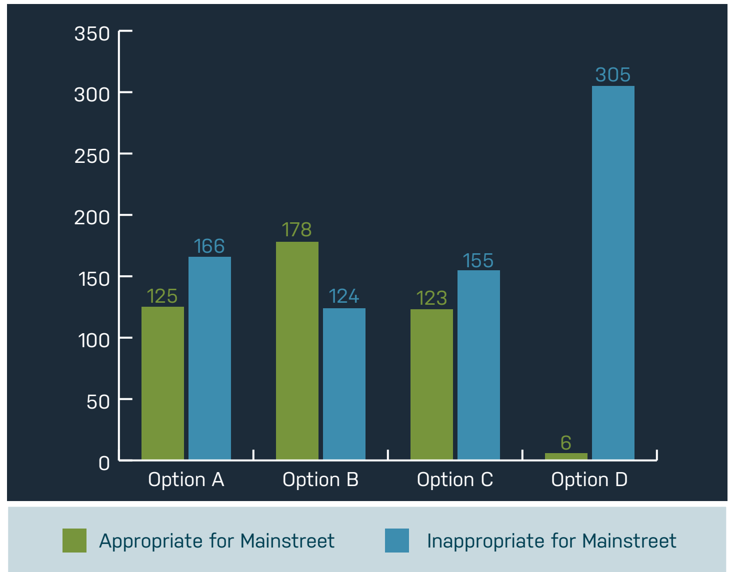


PARK / GREEN SPACE

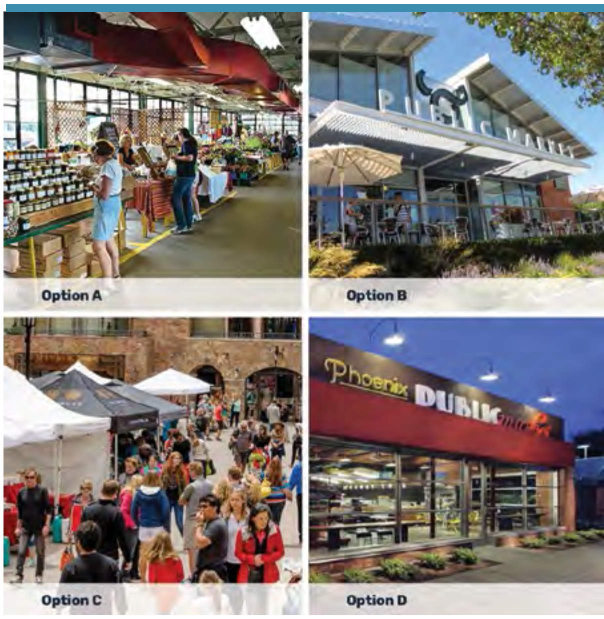


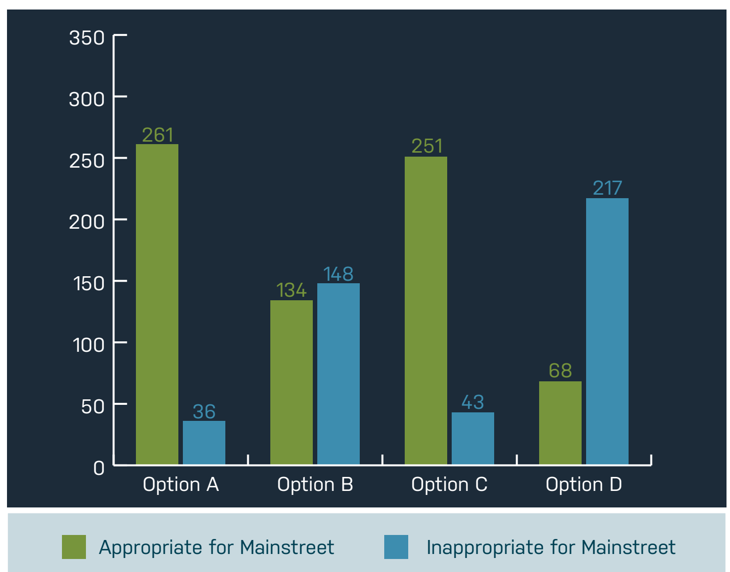
SMALL OR SHARED OFFICE SPACE – PACE LOT 2



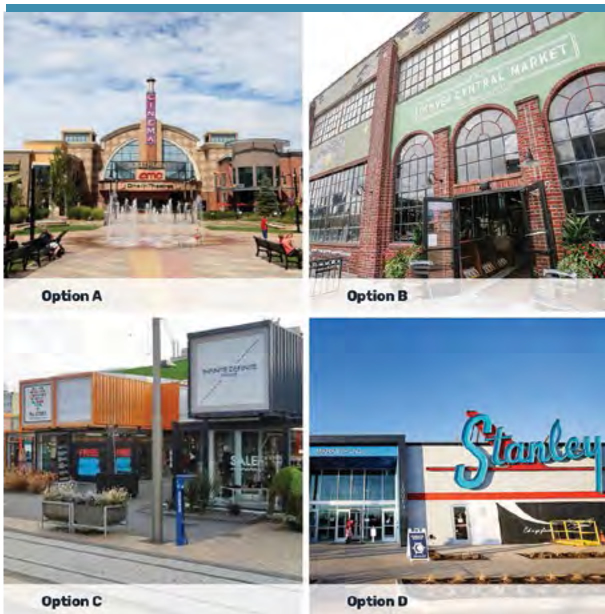


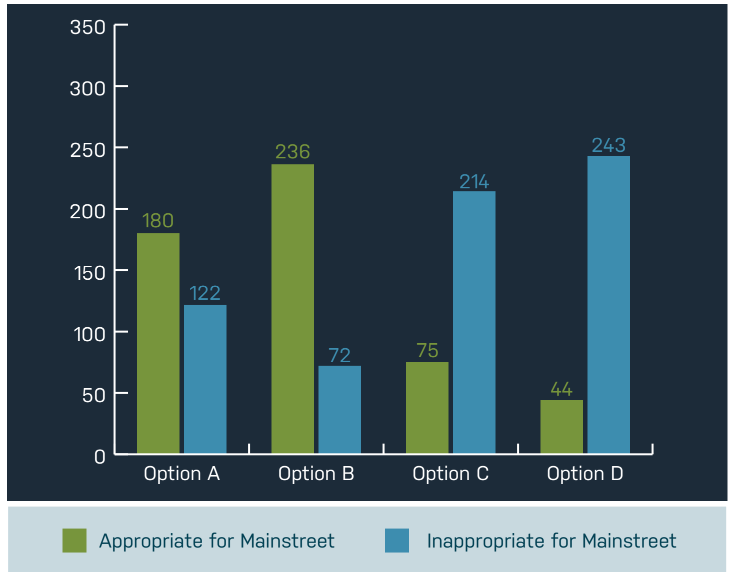
MARKET / FARMERS' MARKET – PACE LOT 2



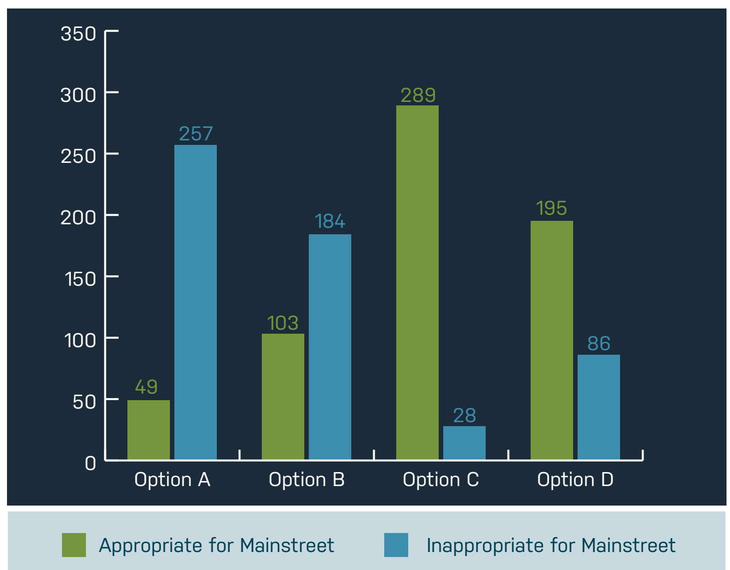


OUTDOOR MARKET / SHOPPING CENTER – PINE CURVE





COURTYARD / PLAZA – PINE CURVE



4. MAINSTREET VISITORS SURVEY

One of the key pieces of information we wanted to be sure to understand was how often residents visit downtown and if they were attending for large events or evenings out at restaurants.

WHO WE HEARD FROM:

70

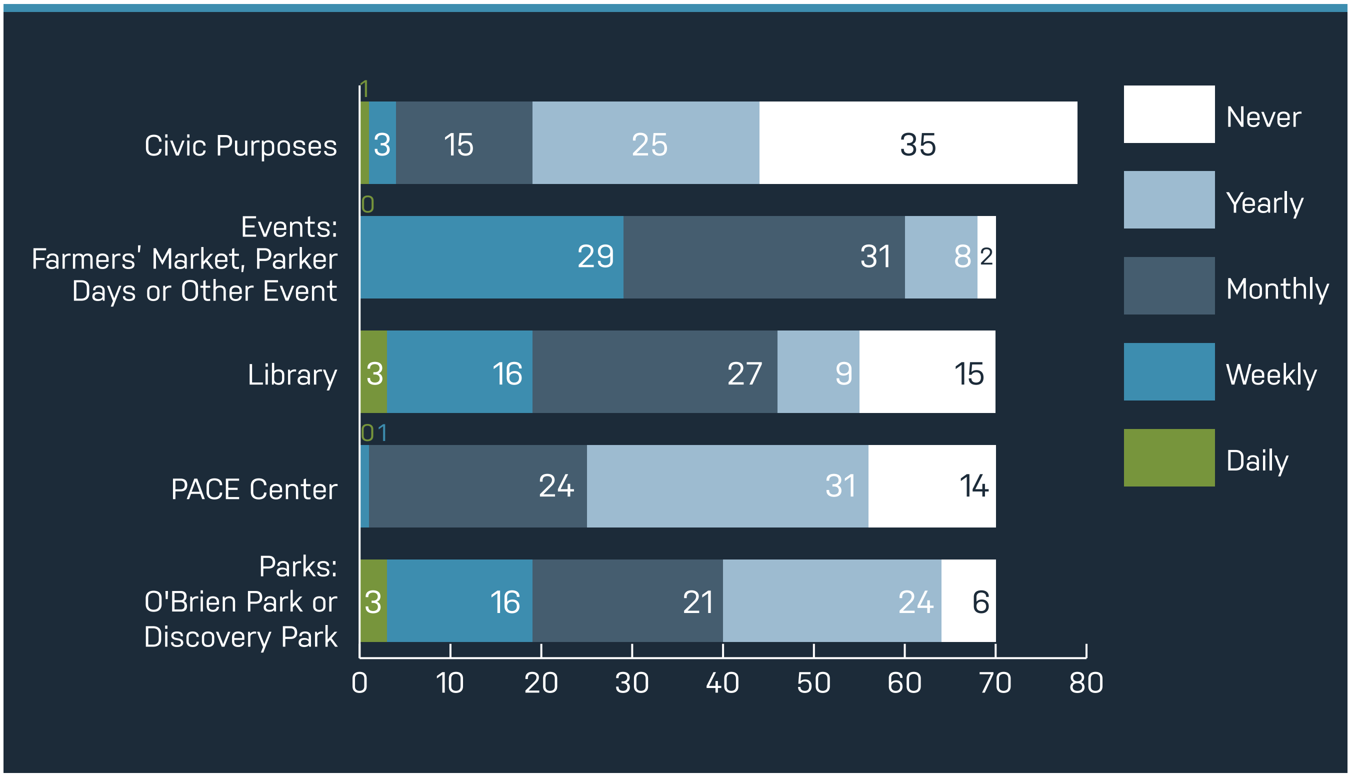
Parker Residents

through Let's Talk Parker

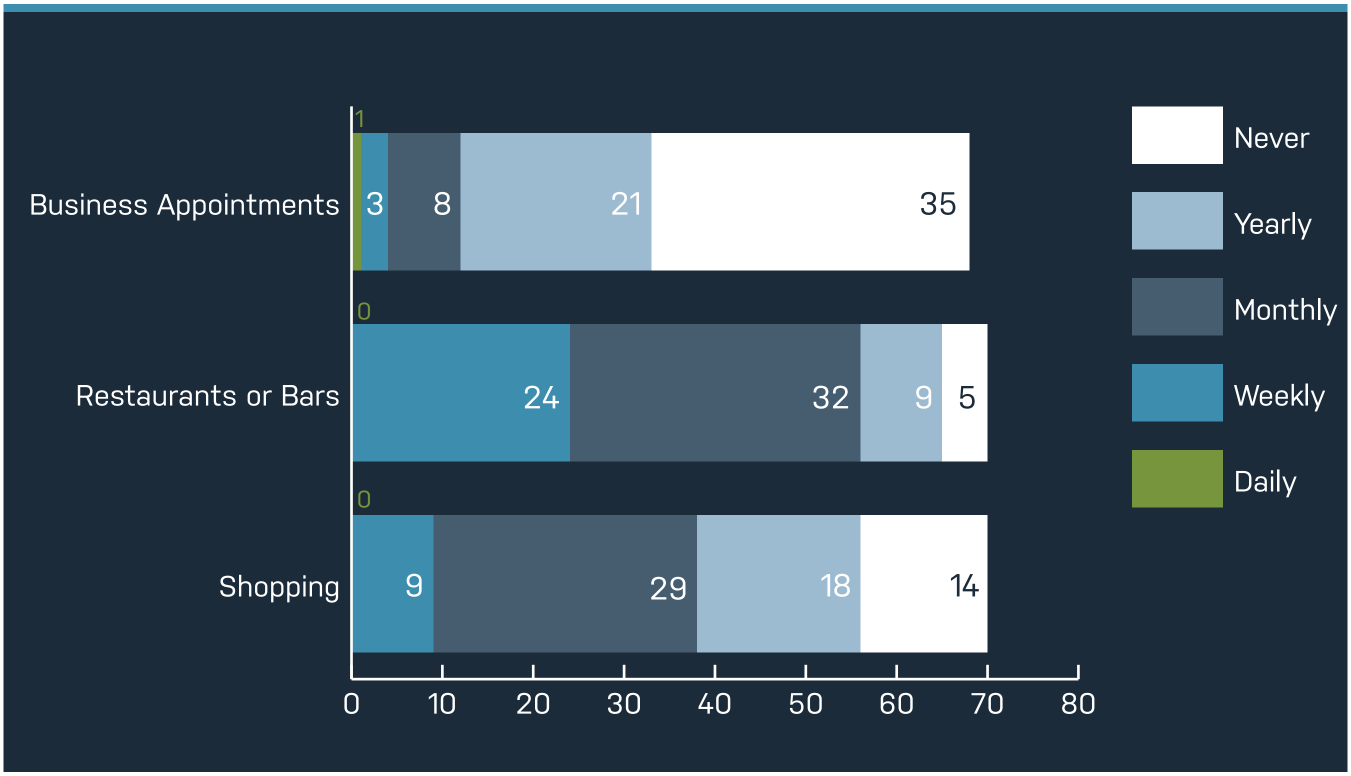
Survey results were collected from July 5 – August 17, 2018

WHAT WE HEARD:

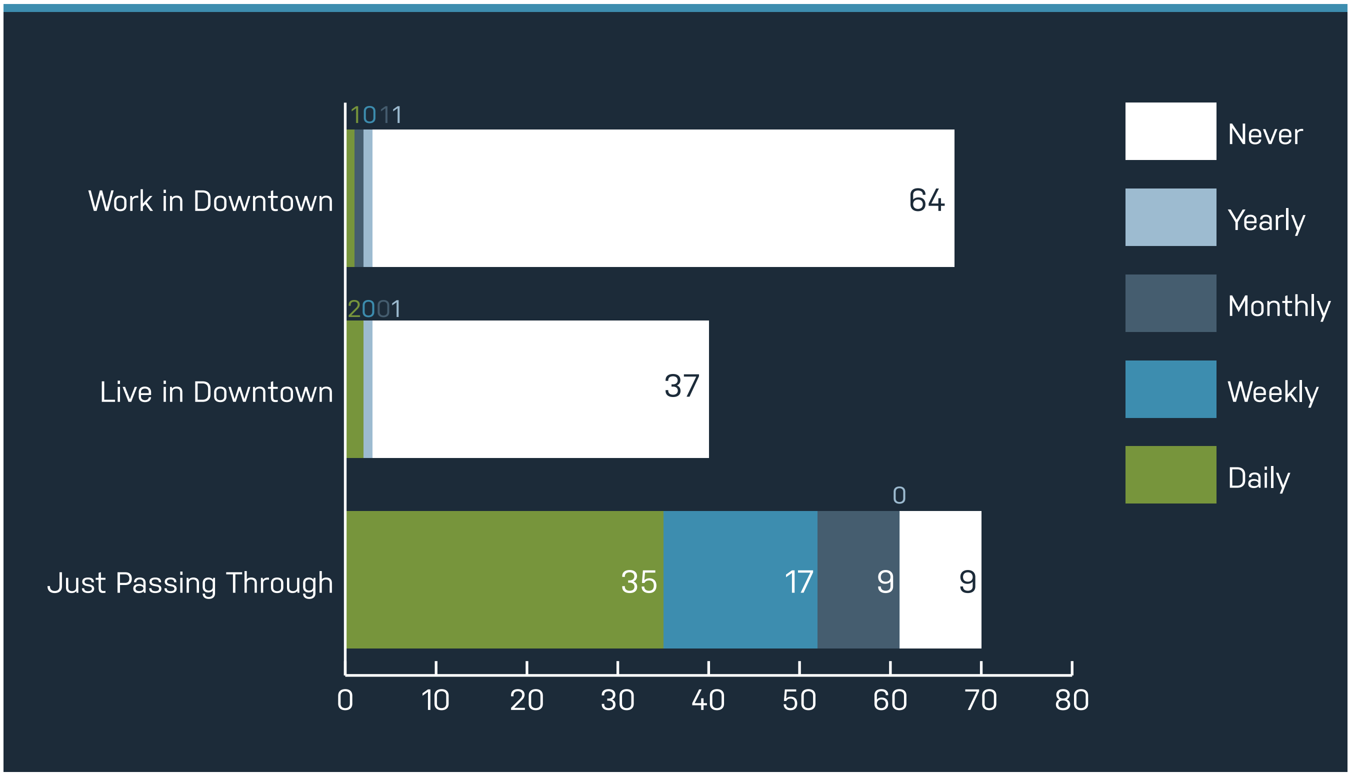
Which Describes How Often You Visit Downtown for Each Purpose?



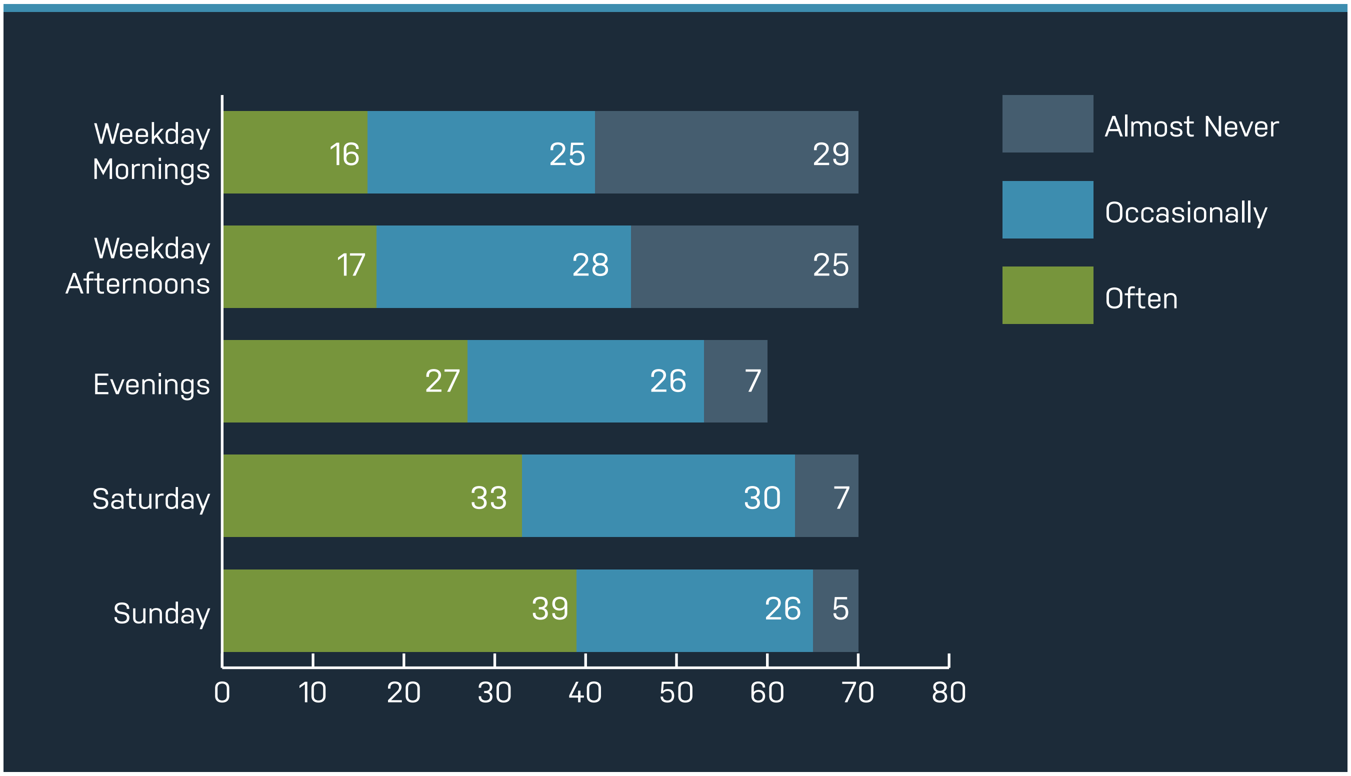
Which Describes How Often You Visit Downtown for Each Purpose?



Which Describes How Often You Visit Downtown for Each Purpose?



When Do You Typically Visit Downtown Parker?



5. CONCEPTUAL SITE PLANS FEEDBACK

Once we heard from the market analysis about what was feasible on each property, our goal was to match this with the feedback we received from residents. We worked to design property concepts for each of the properties and asked the Parker public to share their reactions with us. Using the imagery from the survey, examples of similar projects and the input received through the survey process, staff worked with an architect to design conceptual layouts and streetscapes for each property that would satisfy the My Mainstreet objectives and outcomes.

19801 E. MAINSTREET

The Parker public was presented with two different property concepts that showed what 19801 E. Mainstreet could look like when developed. The first design represented a more urban layout with mixed-use buildings, including restaurants and ground floor retail, that wrapped a two-story parking structure. Downtown living was included in the first option, incorporating the findings of the market study which suggested residential units in the downtown market area would support the retail uses. The design of this concept allows for outdoor space and public spaces that integrate with the ground floor retail and activity of the adjacent buildings. The second option represented a lower density layout with two retail restaurant buildings and a surface parking lot.

Survey results were collected from September 4 - October 7, 2018

WHO WE HEARD FROM:

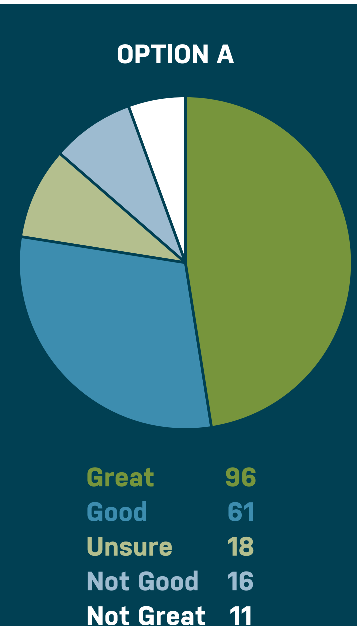
202

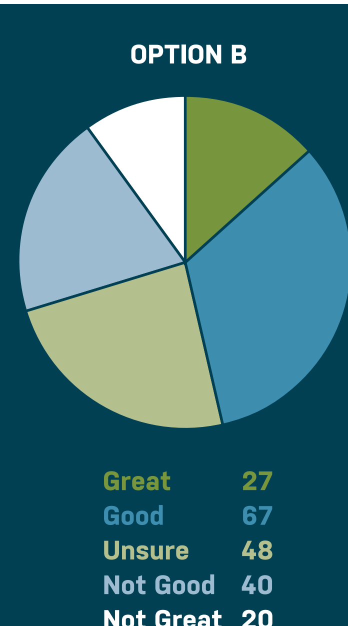
Parker Residents

through Let's Talk Parker

WHAT WE HEARD:

Option A received more favorable feedback from those who participated in our online survey.





PACE LOT 2

The Parker public was presented with two different property concepts that showed what PACE Lot 2 could look like when developed. The first design included a stand-alone restaurant on the northwest corner with adjacent outdoor space along Mainstreet, as well as a parking structure to the east of the lot wrapped with mixed-use buildings. The second option also includes the restaurant but has three smaller mixed-use buildings along Mainstreet that can be easily accessed from both the parking lot to the south and Mainstreet to the north. Green space is located to the south, with a plaza area between the mixed-use structures and the parking lot. Both options require a reconfiguration of the parking for the entire property. Option A adds parking to support downtown uses and demands.

Survey results were collected from September 11 - October 7, 2018

WHO WE HEARD FROM:

175

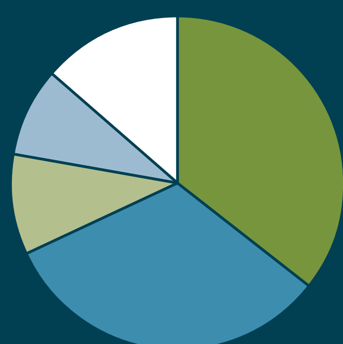
Parker Residents

through Let's Talk Parker

WHAT WE HEARD:

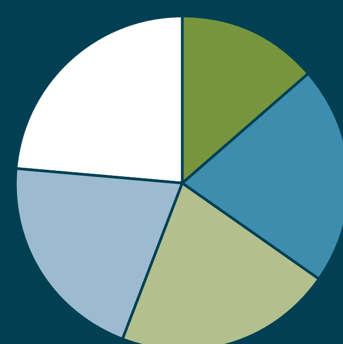
Option A received more favorable feedback from those who participated in our online survey.

OPTION A



Great	66
Good	60
Unsure	18
Not Good	16
Not Great	25

OPTION B



Great	24
Good	37
Unsure	37
Not Good	36
Not Great	41

EASTMAIN

The Parker public was presented with one property concept that showed what EastMain could look like when developed. The zoning on the property is much more restrictive than the other My Mainstreet properties, and the size of the property allows for a transition of density from Mainstreet to the north. This design includes a mixed-use building along Mainstreet and three residential buildings along the western edge of the property. The layout also has a large plaza surrounded by mixed-use buildings. The plaza's location is designed to interact with Discovery Park to the east.

Survey results were collected from September 18 - October 7, 2018

WHO WE HEARD FROM:

178

Parker Residents

through Let's Talk Parker

WHAT WE HEARD:

We only presented one site option for EastMain, and overall the feedback we received was positive.

OPTION A

Great	60
Good	56
Unsure	27
Not Good	19
Not Great	16

PINE CURVE

The Parker public was presented with two different concepts that showed what Pine Curve could look like when developed. Both options for the site have similar treatment on the eastern half of the property. These features include a landscape buffer between the single family homes to the east and additional newly built townhomes to create more of a buffer between the commercial development. A detention pond along Pine Drive is also found in both options. Both options include the current full movement access points from Pine Drive at Mainstreet and Summerset Lane. The first option for the property layout has multiple mixed-use buildings with an internal roadway network and central plaza area. The second option has a small grocery anchor to the north and smaller mixed-use, retail and office buildings. Central to the property is a parklet/plaza area which interacts with the townhomes' park.

WHO WE HEARD FROM:

129

Parker Residents

through Let's Talk Parker

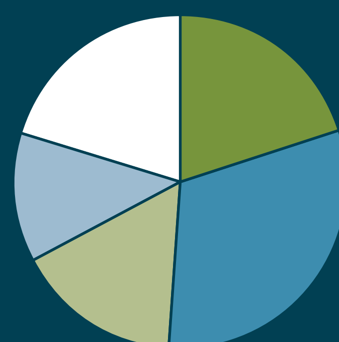
WHAT WE HEARD:

Option B, the site with the grocery anchored design, was more favorable to those who participated in the online survey. Because of the complexities associated with Pine Curve, this site has the most variation with future design.

OPTION A

Great	15
Good	26
Unsure	20
Not Good	32
Not Great	36

OPTION B



Great	26
Good	40
Unsure	21
Not Good	16
Not Great	26

POP UP EVENTS - PUBLIC ENGAGEMENT

To meet all community members where they are, the My Mainstreet team went to several community events and gathered input regarding uses and vision for the properties. Doing so allowed for a variety of input and provided community members who may not have had access to Let's Talk Parker the opportunity to provide feedback. The My Mainstreet team was able to reach elected officials, families, older adults and youth.

POP-UP EVENT SCHEDULE

Town Council Study Session: 2/23/2018

Site Uses Survey

7
Participants

P3 Advisory Committee Meeting: 3/14/2018

Site Uses Survey

5
Participants

Tabling at the Library: 4/11/2018

Site Uses Survey

20
Participants

Town of Parker Arbor Day Celebration: 4/28/2018

Visual Preference Survey

300
Participants

Senior Stroll: 5/30/2018

Visual Preference Survey

150
Participants

Ice Cream Social: 6/14/2018

Visual Preference Survey

150
Participants

WHO WE HEARD FROM:

At these events we heard from a variety of Parker community members from varied demographic groups and perspectives. Attendance at the annual Senior Stroll gave the My Mainstreet team the ability to reach the senior community. Hosting an ice cream social to collect feedback on the visual preference survey at Discovery Park allowed the My Mainstreet team to reach individuals and families. The pop-up event at the Douglas County Library and the Arbor Day Celebration allowed us to engage Parker's youth and families. Additionally, the Town Council study session, Planning Commission and P3 Advisory Committee meeting allowed the My Mainstreet team to connect with elected officials and decision makers to get their feedback as well.

MY MAIN STREET

THE MY MAINSTREET PROPERTIES

PARKER
COLORADO

P3

MY MAIN STREET

19801 E. MAINSTREET

P3

The My Mainstreet Project was a community effort to encourage the right growth for Downtown Parker. The goal was to partner with residents, developers and businesses to define what the community wanted to see and what was feasible for 19801 E. Mainstreet.

THE MY MAINSTREET PROCESS

EXISTING PLANNING & ZONING DOCUMENTS + PUBLIC INPUT + MARKET ANALYSIS = MY MAINSTREET

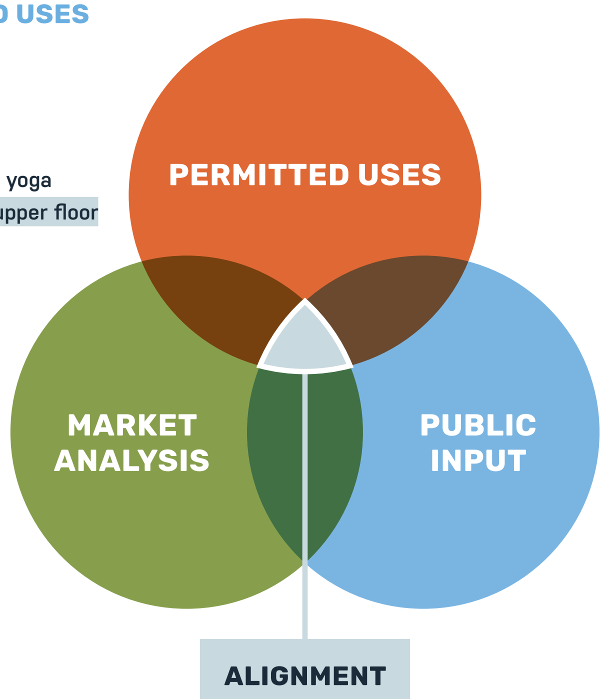
ALIGNMENT BETWEEN EXISTING ZONING, PUBLIC INPUT & MARKET ANALYSIS

PUBLIC INPUT - DESIRED USES

1. Restaurant
2. Bar/distillery/brewery
3. Retail – small scale
4. Art – gallery, studio, classes
5. Personal services – spa, salon, yoga
6. Mixed-use with residential on upper floor
7. Office
8. Hotel
9. Parking
10. Open space or park

MARKET ANALYSIS

1. Professional office
2. Multi-family housing
3. Boutique hotel
4. Single-use restaurant or brew



EXISTING ZONING & PLANS - PERMITTED USES

1. Mixed-use including residential
2. Multi-family residential
3. Hotel or other lodging
4. Professional offices
5. Financial services
6. Retail shopping
7. Commercial services
8. Research & development facilities
9. Specialty goods & service
10. Grocery store
11. Convenience store
12. Personal services – salon, spa, yoga
13. Small animal training and grooming
14. Art – studio, gallery, classes
15. Restaurant
16. Bar/distillery/brewery
17. Day care center, preschool, nursery
18. Library
19. Park, playground, open space
20. Night club

19801 E. MAINSTREET – PROPERTY INFORMATION

Address	19801 E. Mainstreet
Owner	Parker Authority for Reinvestment
Lot Acres*	0.937
Lot Square Feet	40,815
Zoning	Greater Downtown
Land Use	Historic Center
Character Area	Downtown Core
Parker Mainstreet Master Plan – Land Use	Mixed-use, with ground floor overlay – active
Floodplain	None
Utilities	Fully served by wet and dry utilities
Building Present	No; demolished November 2018
Parking Existing	26 spaces
Restrictions*	Downtown District – Historic Center Special District – Parker Central Area

*Source: Parker's eTRAKiT Site

ILLUSTRATIVE DESIGNS

BY THE NUMBERS

PROPERTY INFORMATION

SITE AREA:
39,204 SF

ESTIMATED ANNUAL TIF REVENUE TO P3:
$151,821*

ESTIMATED ANNUAL SALES TAX TO THE TOWN OF PARKER:
$109,654*

POTENTIAL DEVELOPMENT SPACE

RESIDENTIAL:
36,000 SF

RETAIL/RESTAURANT:
18,000 SF

PARKING:
110 SPACES

** This information was provided by Economic & Planning Systems, Inc. through the market analysis.*

WHAT MAKES A GOOD DOWNTOWN?

A vibrant downtown comes from a variety of different elements. Here are a few factors that create a premium downtown area:

- A mix of uses
- Places for visitors to stay overnight
- Active ground floor uses that encourage people to visit during the day and evening
- Safe spaces for those traveling by foot, bike or car
- A clearly defined space
- Public amenities and event spaces for civic, cultural and theme-based events

Amenities for this property could include: Outdoor and rooftop dining spaces, outdoor space with benches, planters and greenery, bike parking

ALIGNMENT | **What the market, stakeholders and zoning support.**

RETAIL

Shopping, dining and personal services for nearby residential areas, visitors and Mainstreet workers can offer attractive downtown retail options. Examples of retail include art galleries, boutique shopping, cafes and gift shops.

PROFESSIONAL OFFICE

Professional office space is located on upper levels of mixed-use buildings with restaurants and retail on the ground floor. Professional office spaces bring people into a downtown during the day, increase activity during non-peak hours and provide sales tax revenue while creating a lively daytime atmosphere.

DOWNTOWN LIVING

Multi-family housing provides residential space for those who want to live in the downtown area. This residential space could be lofts or condos on the upper levels of mixed-use buildings and provides a built-in customer base for local shopping and dining.

BOUTIQUE HOTEL

A small luxury hotel used by those coming to a downtown for events or business travel. Boutique hotels can also provide space for events, restaurants, bars and entertainment.

SINGLE-USE RESTAURANT, BREWERY OR DISTILLERY

Restaurant, brewery and bar space is often located on the ground floor level of a multi-use building. A healthy level of daytime and nighttime business to an area best supports this establishment.

MY MAIN STREET

PACE LOT 2

The My Mainstreet Project was a community effort to encourage the right growth for Downtown Parker. The goal was to partner with residents, developers and businesses to define what the community wanted to see and what was feasible for PACE Lot 2.

THE MY MAINSTREET PROCESS

EXISTING PLANNING & ZONING DOCUMENTS + PUBLIC INPUT + MARKET ANALYSIS = MY MAINSTREET

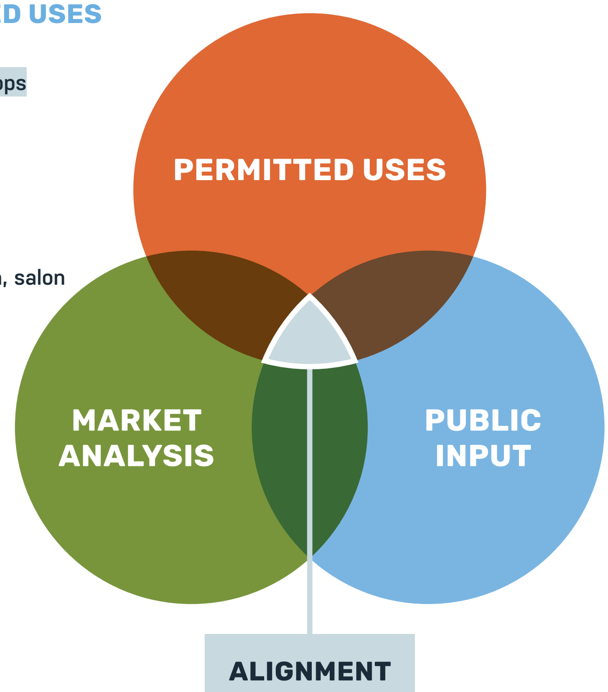
ALIGNMENT BETWEEN EXISTING ZONING, PUBLIC INPUT & MARKET ANALYSIS

PUBLIC INPUT - DESIRED USES

1. Market/farmers' market
2. Retail – boutiques/unique shops
3. Restaurant
4. Art studio or gallery
5. Bar/distillery/brewery
6. Parking
7. Open space/gardens
8. Personal services – yoga, spa, salon
9. Undeveloped with view of PACE center

MARKET ANALYSIS

1. Retail & restaurant complex



EXISTING ZONING & PLANS - PERMITTED USES

1. Mixed-use including residential
2. Multi-family residential
3. Hotel or other lodging
4. Professional offices
5. Financial services
6. Retail shopping
7. Commercial services
8. Research & development facilities
9. Specialty goods & service
10. Grocery store
11. Convenience store
12. Personal services – salon, spa, yoga
13. Small animal training and grooming
14. Art – studio, gallery, classes
15. Restaurant
16. Bar/distillery/brewery
17. Day care center, preschool, nursery
18. Library
19. Park, playground, open space
20. Night club

PACE LOT 2 – PROPERTY INFORMATION

Address	20000 Pikes Peak Ave. (PACE Center)
Owner	Town of Parker
Lot Acres*	1.4
Lot Square Feet	60,984
Zoning	Greater Downtown
Land Use	Historic Center
Character Area	Downtown Core
Parker Mainstreet Master Plan – Land Use	Mixed-use, with 50% containing ground floor overlay – active
Floodplain	None
Utilities	Water main available in Pine Drive; Sanitary sewer main in Mainstreet
Building Present	No
Parking Existing	252 spaces throughout PACE
Restrictions*	Downtown District – Historic Center Special District – Parker Central Area

*Source: *Parker's eTRAKiT Site*

ILLUSTRATIVE DESIGNS

BY THE NUMBERS

PROPERTY INFORMATION

SITE AREA:
60,984 SF

ESTIMATED ANNUAL TIF REVENUE TO P3:
$130,787*

ESTIMATED ANNUAL SALES TAX TO THE TOWN OF PARKER:
$47,025*

POTENTIAL DEVELOPMENT SPACE

RESIDENTIAL:
25,200 SF

RETAIL/RESTAURANT:
13,900 SF

PARKING:
140 SPACES

** This information was provided by Economic & Planning Systems, Inc. through the market analysis.*

ALIGNMENT What the market, stakeholders and zoning support.

WHAT MAKES A GOOD DOWNTOWN?

A vibrant downtown comes from a variety of different elements. Here are a few factors that create a premium downtown area:

- A mix of uses
- Places for visitors to stay overnight
- Active ground floor uses that encourage people to visit during the day and evening
- Safe spaces for those traveling by foot, bike or car
- A clearly defined space
- Public amenities and event spaces for civic, cultural and theme-based events

Amenities for this property could include: View to PACE Center, outdoor plaza space

RETAIL & RESTAURANT COMPLEX

A retail and restaurant complex features a wide range of shops and dining options for those visiting an area. Clustering retail and restaurants can also attract a regional customer base as well as a local one.

MY MAIN STREET

EASTMAIN

The My Mainstreet Project was a community effort to encourage the right growth for Downtown Parker. The goal was to partner with residents, developers and businesses to define what the community wanted to see and what was feasible for EastMain.

THE MY MAINSTREET PROCESS

EXISTING PLANNING & ZONING DOCUMENTS + PUBLIC INPUT + MARKET ANALYSIS = MY MAINSTREET

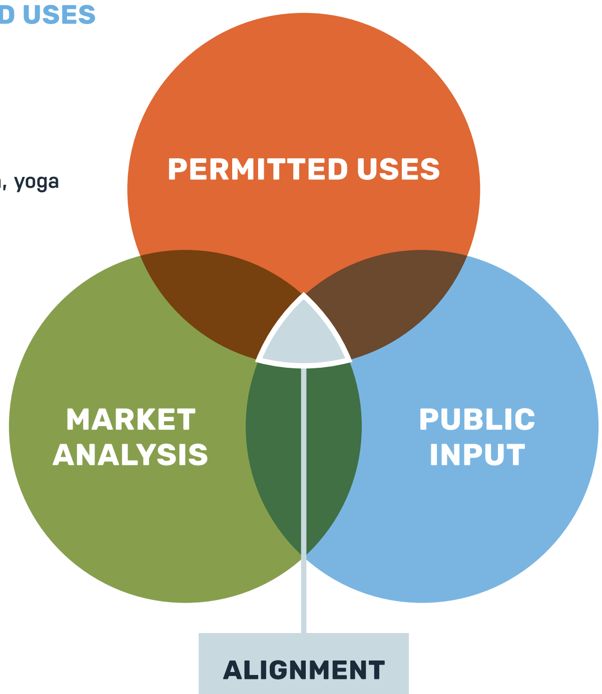
ALIGNMENT BETWEEN EXISTING ZONING, PUBLIC INPUT & MARKET ANALYSIS

PUBLIC INPUT - DESIRED USES

1. Restaurant
2. Bar/distillery/brewery
3. Retail – small scale
4. Art – gallery, studio, classes
5. Personal services – spa, salon, yoga
6. Recreation including mini golf
7. Hotel
8. Parking
9. Undeveloped open space

MARKET ANALYSIS

1. Professional office
2. Multi-family housing
3. Boutique hotel
4. Retail & restaurant complex



EXISTING ZONING & PLANS - PERMITTED USES

1. Mixed-use with residential on upper floors
2. Hotel or other lodging *(hotels are permitted on the main level if they're not adjacent to Mainstreet)*
3. Professional offices *(these are permitted on first floor as long as it's not on Mainstreet)*
4. Financial services – banks and brokerages *(again, permitted on first floor if not on Mainstreet)*
5. Retail shopping
6. Personal services – salon, spa, yoga
7. Art – gallery, studio, classes
8. Restaurant
9. Bar/distillery/brewery
10. Night club *(permitted if not on Mainstreet)*

EASTMAIN – PROPERTY INFORMATION

Address	20085 E. Mainstreet
Owner	Town of Parker
Lot Acres*	4.077
Lot Square Feet	177,594
Zoning	Planned Development – EastMain
Land Use	Mixed-use
Character Area	Downtown Core
Parker Mainstreet Master Plan – Land Use	Mixed-use, with 25% containing ground floor overlay – active
Floodplain	None
Utilities	Water main stubs available; Sanitary sewer main in Mainstreet; Dry utilities within proximity
Building Present	No
Parking Existing	0
Restrictions*	Special District – Parker Central Area

**Source: Parker's eTRAKiT Site*

ILLUSTRATIVE DESIGNS




BY THE NUMBERS

PROPERTY INFORMATION

PROPERTY AREA:
178,596 SF

ESTIMATED ANNUAL TIF REVENUE TO P3:
$305,915*

ESTIMATED ANNUAL SALES TAX TO THE TOWN OF PARKER:
$289,364*

POTENTIAL DEVELOPMENT SPACE

RESIDENTIAL:
78,000 SF

RETAIL/RESTAURANT:
52,500 SF

PARKING:
240 SPACES

** This information was provided by Economic & Planning Systems, Inc. through the market analysis.*

WHAT MAKES A GOOD DOWNTOWN?

A vibrant downtown comes from a variety of different elements. Here are a few factors that create a premium downtown area:

- A mix of uses
- Places for visitors to stay overnight
- Active ground floor uses that encourage people to visit during the day and evening
- Safe spaces for those traveling by foot, bike or car
- A clearly defined space
- Public amenities and event spaces for civic, cultural and theme-based events

Amenities for this property could include: Outdoor and rooftop dining spaces, outdoor space with benches, planters and greenery, bike parking

ALIGNMENT — **What the market, stakeholders and zoning support.**

PROFESSIONAL OFFICE

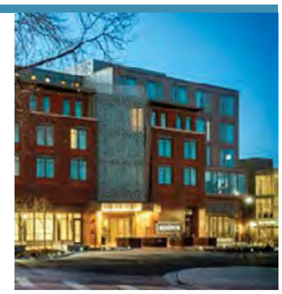
Professional office space is located on upper levels of mixed-use buildings with ground floor retail and restaurant space. Professional office spaces bring people into a downtown during the day, increase activity during current non-peak hours and provide sales tax revenue while also creating a lively daytime atmosphere. New trends in office space include co-working and shared office environments, often incorporating small retail uses like cafes and coffee shops.

DOWNTOWN LIVING

Multi-family housing provides residential space for those who want to live in the downtown area. This residential space could be lofts or condos on the upper levels of mixed-use buildings with ground floor shopping and dining options. Downtown living supports retail uses and encourages more local shopping and dining options for everyone.

BOUTIQUE HOTEL

A boutique hotel is a small luxury hotel that is used by those coming to a downtown for events or business travel. Boutique hotels can also provide space for events, restaurants, bars and entertainment.



RETAIL & RESTAURANT COMPLEX

A retail and restaurant complex features a wide range of shops and dining options for those visiting an area. In most cases, these shops will be on the ground floor with either office or living space on the upper floors.

MY MAIN STREET

PINE CURVE

The My Mainstreet Project was a community effort to encourage the right growth for Downtown Parker. The goal was to partner with residents, developers and businesses to define what the community wanted to see and what was feasible for Pine Curve.

THE MY MAINSTREET PROCESS

EXISTING PLANNING & ZONING DOCUMENTS + PUBLIC INPUT + MARKET ANALYSIS = MY MAINSTREET

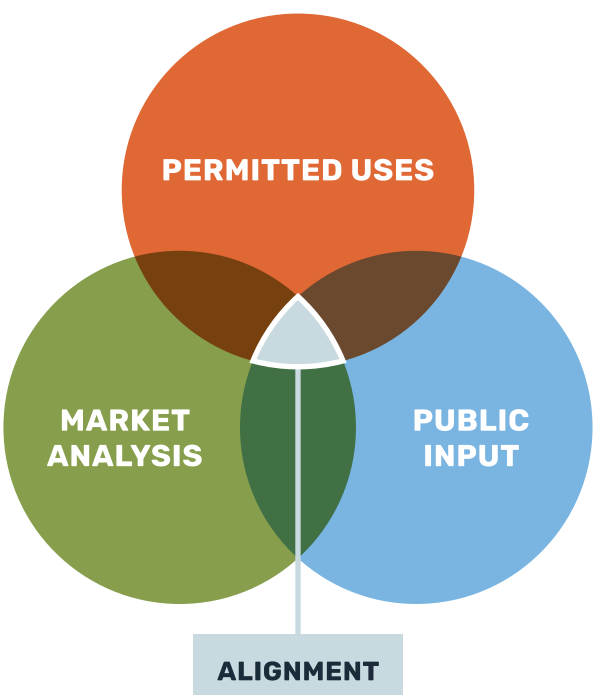
ALIGNMENT BETWEEN EXISTING ZONING, PUBLIC INPUT & MARKET ANALYSIS

PUBLIC INPUT - DESIRED USES

1. Outdoor marketplace
2. Restaurants
3. Bar/distillery/brewery
4. Retail – larger scale
5. Multi-family residential
6. Grocery store
7. Hotel
8. Specialty grocery
9. Conference center/hotel
10. Golf
11. Housing/residential
12. Open space or undeveloped
13. Park
14. Strip mall
15. Education

MARKET ANALYSIS

1. Grocery store-anchored neighborhood shopping district
2. Additional medium-density housing



EXISTING ZONING & PLANS - PERMITTED USES

1. Mixed-use including residential
2. Multi-family residential
3. Hotel or other lodging
4. Professional offices
5. Financial services
6. Retail shopping
7. Commercial services
8. Research & development facilities
9. Specialty goods & service
10. Grocery store
11. Convenience store
12. Personal services – salon, spa, yoga
13. Small animal training and grooming
14. Art – studio, gallery, classes
15. Restaurant
16. Bar/distillery/brewery
17. Day care center, preschool, nursery
18. Library
19. Park, playground, open space
20. Night club

PINE CURVE – PROPERTY INFORMATION

Address	Unknown
Owner	Town of Parker
Lot Acres*	24
Lot Square Feet	1,045,440
Zoning	Greater Downtown
Land Use	Historic Center
Character Area	East Downtown Gateway
Parker Mainstreet Master Plan – Land Use	Mixed-use
Floodplain	None
Utilities	Water main available in Summerset Lane; Sanitary sewer connections available in northeast and southwest property corners; Gas provided by Xcel Energy; Comcast and CenturyLink located within the area
Building Present	Two vacant residential homes; demolished
Parking Existing	0
Restrictions*	Special District – Parker Central Area Downtown District – Historic Center

**Source: Parker's eTRAKiT Site*

ILLUSTRATIVE DESIGNS

NON-ANCHORED DESIGN

GROCERY-ANCHORED DESIGN

Pine Curve presents more development space than the other My Mainstreet properties. For this reason, several development possibilities could occur. The numbers below will change depending on the final design that is adopted by the Town.

BY THE NUMBERS*

PROPERTY AREA: **1,045,440 SF**

POTENTIAL DEVELOPMENT SPACE:

OFFICE SPACE:
UP TO **100,000 SF**

GROCERY SPACE:
UP TO **43,000 SF**

RETAIL/RESTAURANT SPACE:
UP TO **30,000 SF**

TOWNHOMES:
UP TO **65 UNITS**

HOTEL:
LONG TERM VIABILITY

** This information was provided by Economic & Planning Systems, Inc. through the market analysis.*

WHAT MAKES A GOOD DOWNTOWN?

A vibrant downtown comes from a variety of different elements. Here are a few factors that create a premium downtown area:

- A mix of uses
- Places for visitors to stay overnight
- Active ground floor uses that encourage people to visit during the day and evening
- Safe spaces for those traveling by foot, bike or car
- A clearly defined space
- Public amenities and event spaces for civic, cultural and theme-based events

Amenities for this property could include: Plazas for lingering or outdoor seating, designed open space that maintains the view corridor to downtown, ample parking space

ALIGNMENT

What the market, stakeholders and zoning support.

GROCERY STORE-ANCHORED NEIGHBORHOOD SHOPPING DISTRICT

This shopping district would feature a cluster of different shopping and dining options with a small to medium-sized grocery store as the primary destination for the area. The shopping district would allow for additional dining amenities with large outdoor seating areas and outdoor spaces that are incorporated into the overall design of a space.

ADDITIONAL MEDIUM-DENSITY DOWNTOWN HOUSING

Medium-density housing will bring additional options to those looking to live in Downtown Parker. Because of its proximity to downtown, these units would need to feature the same architectural elements as the rest of Downtown Parker. Medium-density downtown housing could include townhomes and duplexes, both for sale and for rent.

MY MAIN STREET

IMPLEMENTATION

PARKER
COLORADO

P3

IMPLEMENTATION

This document is intended to provide a high-level framework and guidance for development on these properties and is not intended to create additional approval requirements prior to development. It is intended to provide any developer detailed information on the consensus of a market analysis and input from the community. There is an understanding that flexibility and deviations from the framework may be required to ensure the proposed development is feasible. All development proposals will be required to demonstrate to staff and the community how the proposed development fits the My Mainstreet Framework and is consistent with the recommendations and findings of the Framework.

DISPOSITION PROCESS

Brokerage Firm

The Town of Parker and P3 will be selecting a commercial brokerage firm to assist in the search for the development partners for the My Mainstreet properties. The commercial brokerage firm will be selected utilizing the Request for Proposal (RFP) process.

Land Transfer

The new owners of the Town-owned properties (PACE Lot 2, EastMain and Pine Curve) will be shared publicly when the Town has adequate assurance that the developments are feasible, approved and funding for the project is secured.

For 19081 E. Mainstreet, which is owned by Parker Authority for Reinvestment (P3), property ownership will be shared publicly once P3 has adequate assurance the redevelopment fits into the framework.

LAND USE

Mixed-Use

For 19081 E. Mainstreet, which is owned by Parker Authority for Reinvestment (P3), the property ownership will be conveyed once P3 has the adequate assurance the redevelopment fits into the Parker Central Area Urban Renewal Area Plan.

Use by Special Review

The process to approve any use by special review applications will require a public hearings and approvals from the Planning Commission and Town Council.

Parking

Development of all properties will be required to provide parking as required by the Town of Parker's downtown parking standards.

Information on the downtown parking standards can be found online at:

- http://www.parkeronline.org/2047/Downtown-Parking-Study-and-Plan-Implemen

My Mainstreet ZONING COMPARISON

PROPERTIES	ZONING	DESIGN/AREA DISTRICT
19801 E. Mainstreet	Greater Downtown	Historic Center
PACE Lot 2	Greater Downtown	Historic Center
Pine Curve	Greater Downtown	Historic Center
EastMain	EastMain Planned Development	Planning Area 3 – Mixed-Use

ZONE	GREATER DOWNTOWN	EASTMAIN PLANNED DEVELOPMENT		
Design/Area Districts	Historic Center	Ground Floor Adjacent to Mainstreet	Ground Floor Not Adjacent to Mainstreet	Upper Floors
RESIDENTIAL/ACCOMMODATIONS				
Residential dwelling units located above the street-level floor	Permitted	Not Permitted	Special Review	Permitted
Residential dwelling units for owners, caretakers or employees	Permitted	N/A	N/A	N/A
Single-family detached & duplexes	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Multi-family	Permitted	Not Permitted	Special Review	Permitted
Multi-family on ground floor facing Mainstreet	Not Permitted	Not Permitted	N/A	N/A
Lodging establishments (hotel, motel, inn or bed and breakfast)	Permitted	Not Permitted	Permitted	Permitted
GENERAL OFFICE, RETAIL AND SALES				
Professional offices	Permitted	Not Permitted	Permitted	Permitted
Financial services, such as banks and brokerages	Permitted	Not Permitted	Permitted	Permitted
Retail shopping establishments	Permitted	Permitted	Permitted	Permitted
Commercial services establishments, including printing and publishing	Permitted	Not Permitted	Not Permitted	Not Permitted
Research and development facilities	Permitted	Not Permitted	Not Permitted	Not Permitted
Specialty goods and service establishments	Permitted	Not Permitted	Not Permitted	Not Permitted
Grocery store	Permitted	Not Permitted	Not Permitted	Not Permitted
Convenience service establishments	Permitted	Permitted	Permitted	Permitted
Convenience stores with gas pumps	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Motor vehicle filling stations, with or without car wash	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Mortuaries and/or crematoriums	Special Review	Not Permitted	Not Permitted	Not Permitted
Greenhouses, plant nurseries (retail)	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Greenhouses, plant nurseries (wholesale)	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Building material sales without outdoor storage	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Building material sales with outdoor storage	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Personal services, such as salon, beauty shop, spas	Permitted	Permitted	Permitted	Permitted
Small animal dog training and grooming where ancillary to permitted retail use (indoor)	Permitted	Not Permitted	Not Permitted	Not Permitted

ZONE	GREATER DOWNTOWN	EASTMAIN PLANNED DEVELOPMENT		
Design/Area Districts	Historic Center	Ground Floor Adjacent to Mainstreet	Ground Floor Not Adjacent to Mainstreet	Upper Floors
Small animal veterinary clinic/hospital, kennels or pet day care (indoor)	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Small animal veterinary clinic/hospital, dog training/grooming, kennels or pet day care (outdoor)	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Studio/gallery	Permitted	Permitted	Permitted	Permitted
EATING AND DRINKING ESTABLISHMENTS				
Restaurant (with indoor and outdoor seating) with or without liquor service	Permitted	Permitted	Permitted	Permitted
Restaurant with drive through	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Take out and delivery	Permitted	Permitted	Permitted	Permitted
Lounge, bar or microbrewery	Permitted	Permitted	Permitted	Permitted
INSTITUTIONS				
Educational facilities (private and public)	Special Review	Not Permitted	Not Permitted	Not Permitted
Day care center, preschool, nursery	Permitted	Not Permitted	Not Permitted	Not Permitted
Nursing homes, hospitals, minor emergency centers or extended care facilities	Special Review	Not Permitted	Not Permitted	Not Permitted
Assisted and independent living centers	Special Review	Not Permitted	Not Permitted	Not Permitted
Library	Permitted	Not Permitted	Not Permitted	Not Permitted
Conference center or meeting hall	Special Review	Not Permitted	Not Permitted	Not Permitted
MOTOR VEHICLE RELATED SALES AND SERVICE OPERATIONS	Not Permitted	Not Permitted	Not Permitted	Not Permitted
RECREATION, AMUSEMENT AND ENTERTAINMENT				
Indoor recreational activities, such as bowling, skating, arcade	Special Review	Not Permitted	Not Permitted	Not Permitted
Cultural facility, such as a museum, stage theatre or amphitheater	Special Review	Not Permitted	Not Permitted	Not Permitted
Indoor movie theater	Special Review	Not Permitted	Not Permitted	Not Permitted
Outdoor recreation activities, such as miniature golf, batting cage	Special Review	Not Permitted	Not Permitted	Not Permitted
Health club (with public or private memberships)	Special Review	Not Permitted	Not Permitted	Not Permitted
Public park, playgrounds or open space	Permitted	Not Permitted	Not Permitted	Not Permitted
Trail and trail head	Permitted	Not Permitted	Not Permitted	Not Permitted
Night club	Permitted	Not Permitted	Permitted	Permitted
TRANSPORTATION/PARKING STRUCTURES/STORAGE				
Recreational vehicle storage	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Self-storage units, provided no flammable or hazardous materials are kept on the premises	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Commercial outdoor storage, screened from view	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Parking garages (public and private)	Special Review	Accessory Use Permitted	Accessory Use Permitted	Accessory Use Permitted
Public transportation facility, such as shuttle service or park and ride	Permitted	Not Permitted	Not Permitted	Not Permitted

ZONE	GREATER DOWNTOWN	EASTMAIN PLANNED DEVELOPMENT		
Design/Area Districts	Historic Center	Ground Floor Adjacent to Mainstreet	Ground Floor Not Adjacent to Mainstreet	Upper Floors
UTILITIES/ALTERNATIVE ENERGY				
Treatment plant	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Public utility major facility	Special Review	Not Permitted	Not Permitted	Not Permitted
Water storage facility	Special Review	Not Permitted	Not Permitted	Not Permitted
Wind or solar energy conversion system	Special Review	Not Permitted	Not Permitted	Not Permitted

GREATER DOWNTOWN ZONING DISTRICT

PURPOSE

The Greater Downtown District covers the geographic region of the Town's commercial core and seeks to achieve the following goals:

1. To establish a practical, interconnected system of streets, parks and walkways that allows easy orientation and convenient access for all modes of transportation.
2. To utilize natural open spaces, such as gulches, and developed public spaces, parks and plazas, to organize and coordinate development.
3. To accommodate a broad mix of development types that encourages alternative transportation, especially walking and transit use.
4. To provide common usable open space that is of mutual benefit to surrounding property owners, businesses and residents.
5. To construct the early phases of development in a manner that establishes a pattern and character for the long-term evolution of the Historic Center.
6. To create a built environment that is in scale and character with pedestrian-oriented activities.
7. To provide opportunities to increase Parker's retail competitiveness within its trade area.
8. To encourage the long-term sustainability and vitality of Greater Downtown, including the creation of opportunities for new retail development and sales tax generation.
9. To ensure that future growth proceeds in a manner consistent with the vision of the community developed through the Downtown Strategic Action Plan process.

Within the Greater Downtown District, five (5) separate "Design Districts" are established: Historic Center, Pikes Peak Center, Town Center, Twenty Mile Center and Market Center. In order to address their unique characteristics, each design district shall contain separate stand-alone standards and guidelines for development, as provided herein.

Source Town of Parker's Municipal Code 13.04.110 - GD - Greater Downtown District

PLANNED DEVELOPMENT ZONING DISTRICT

INTENT

Areas to accommodate innovative approaches to residential, recreational, commercial and industrial land uses. Planned developments are encouraged to bring about innovative approaches to development, creative designs of land uses, preservation of significant natural features within the Town, retention of historic structures and sites, retention of open space, compatibility with overall community objectives and consideration of environmental concerns.

DEFINITION

Planned development means a tract or parcel of land controlled by one or more landowners, which is developed under a single development plan for either a number of residential units, business, commercial, industrial, educational, recreational uses or any combination of the aforementioned. In addition to a development plan, a development guide shall be prepared and will reflect the variations in lot size, bulk, type of use or activity, density and lot coverage, as modified and approved by the Town Council upon the recommendation of the Planning Commission.

Source *Town of Parker's Municipal Code 13.04.150 - PD- Planned Development*

EASTMAIN PLANNED DEVELOPMENT GUIDE

PURPOSE

The purpose of the EastMain Planned Development Guide is to implement the EastMain Vision Plan through establishing standards for the orderly development and improvement of the real property contained within the development plan described. The development guide will provide opportunities for innovative design of the property, support implementation by the private and public sectors and incorporate a blend of amenities and activities that will increase vitality and energy to the area around the property.

VISION

By 2020 the EastMain property will be an integrated component of our downtown serving as a desirable destination for a wide range of year-round activities. The residents of the Denver Region will recognize EastMain as a defining place and part of the downtown through conversation, images, social media and the internet.

Source *Town of Parker's EastMain Planned Development - Development Guide*

ENTITLEMENT PROCESS - REQUIRED TOWN OF PARKER REVIEWS AND APPROVALS

Site Plan Review Process

The Town of Parker has an administrative site plan approval process that requires a public hearing. For the properties owned by the Town of Parker, a public hearing will be required for site plan approval. For the property owned by the Parker Authority for Reinvestment, an administrative site plan approval will be required, this process may require a public hearing with the Planning Commission as determined by the Town of Parker's Community Development Department Director.

- Administrative Site Plan Approval – 3-5 months from complete submittal
- Site Plan with Public Hearing – 5-7 months from complete submittal

Time frames for site plan approvals are high-level estimates. The actual time frames are dependent on the quality of the submission and developer response times to comments. Full site plan submittal requirements can be obtained online at www.ParkerOnline.org/SitePlanPacket.

Minor Development Plat and Replat Process

Any other requirements such as a minor development plat or replat can run concurrently with the site plan process. Approval of a minor development plat will require a public hearing and approval from the Planning Commission and Town Council. The replat of a property will require an administrative approval.

The full minor development plat and replat requirements can be found online at:

- Minor Development Packet – 5-7 months from complete submittal – www.ParkerOnline.org/MinorDevelopmentPacket
- Replat Packet – 3-5 months from complete submittal – www.ParkerOnline.org/ReplatPacket

PACE Lot 2

The approval process for this Town-owned property requires a public hearing for site plan approval. The public hearing process requires approval by the Town's Planning Commission and by Town Council. It is anticipated that a replat of this property will be required.

Pine Curve

The approval process for Town-owned property requires a public hearing for site plan approval. The public hearing process requires approval by the Town's Planning Commission and two hearings by Town Council. The Pine Curve property is currently unplatted – it is anticipated that a minor development plat of this property will be required.

EastMain

The approval process for Town-owned property will require a public hearing for site plan approval. The public hearing process requires approval by the Town's Planning Commission and two hearings by Town Council.

19801 E. Mainstreet

The approval process for the P3 owned property (19801 E. Mainstreet) will require an administrative site plan approval and may require a public hearing with the Planning Commission. It is anticipated that a replat of this property will be required.

Attachment B
Listing Agreement with NavPoint Real Estate Group

navpoint REAL ESTATE GROUP
NavPoint Real Estate Group
Matt Call
Ph: 720-420-7530 Fax: 720-240-0762

THIS IS A BINDING CONTRACT. THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

Compensation charged by brokerage firms is not set by law. Such charges are established by each real estate brokerage firm.

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE BUYER AGENCY, SELLER AGENCY OR TRANSACTION-BROKERAGE.

EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

☒ **SELLER AGENCY** ☐ **TRANSACTION-BROKERAGE**

Date:

1. AGREEMENT. Seller and Brokerage Firm enter into this exclusive, irrevocable contract (Seller Listing Contract) and agree to its provisions. Broker, on behalf of Brokerage Firm, agrees to provide brokerage services to Seller. Seller agrees to pay Brokerage Firm as set forth in this Seller Listing Contract.

2. BROKER AND BROKERAGE FIRM.

☒ **2.1. Multiple-Person Firm.** If this box is checked, the individual designated by Brokerage Firm to serve as the broker of Seller and to perform the services for Seller required by this Seller Listing Contract is called Broker. If more than one individual is so designated, then references in this Seller Listing Contract to Broker include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **2.2. One-Person Firm.** If this box is checked, Broker is a real estate brokerage firm with only one licensed natural person. References in this Seller Listing Contract to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who serve as the broker of Seller and perform the services for Seller required by this Seller Listing Contract.

3. DEFINED TERMS.

3.1. Seller: *TOWN OF PARKER COLORADO*

3.2. Brokerage Firm: *NavPoint Real Estate Group*

3.3. Broker: *Matt Call, Ian Elfner, Jason Mayer*

Seller(s) Initials: MC

3.4. Property. The Property is the following legally described real estate in the County of ***Douglas*** ,Colorado: See Additional Provisions. [redacted],

INTENTIONALLY LEFT BLANK

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

3.5. Sale; Lease.

3.5.1. [redacted] See Additional Provisions

☐ **3.5.2.** [redacted] Intentionally Deleted

3.6. Listing Period. [redacted] See Additional Provisions

3.7. Applicability of Terms. A check or similar mark in a box means that such provision is applicable. The abbreviation "N/A" or the word "Deleted" means not applicable. The abbreviation "MEC" (mutual execution of this contract) means the date upon which both parties have signed this Seller Listing Contract.

3.8. Day; Computation of Period of Days, Deadline.

3.8.1. Day. As used in this Seller Listing Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

3.8.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included, e.g., three days after MEC. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. BROKERAGE RELATIONSHIP.

4.1. If the Seller Agency box at the top of page 1 is checked, Broker represents Seller as Seller's limited agent (Seller's Agent). If the Transaction-Brokerage box at the top of page 1 is checked, Broker acts as a Transaction-Broker.

4.2. In-Company Transaction – Different Brokers. When Seller and buyer in a transaction are working with different brokers, those brokers continue to conduct themselves consistent with the brokerage relationships they have established. Seller acknowledges that Brokerage Firm is allowed to offer and pay compensation to brokers within Brokerage Firm working with a buyer.

4.3. In-Company Transaction – One Broker. If Seller and buyer are both working with the same broker, Broker must function as:

4.3.1. Seller's Agent. If the Seller Agency box at the top of page 1 is checked, the parties agree the following applies:

4.3.1.1. Seller Agency Only. Unless the box in § 4.3.1.2 **(Seller Agency Unless Brokerage Relationship with Both)** is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer. A customer is a party to a transaction with whom Broker has no brokerage relationship. Broker must disclose to such customer Broker's relationship with Seller.

☒ **4.3.1.2. Seller Agency Unless Brokerage Relationship with Both.** If this box is checked, Broker represents Seller as Seller's Agent and must treat the buyer as a customer [redacted]. See Additional Provisions

4.3.2. Transaction-Broker. If the Transaction-Brokerage box at the top of page 1 is checked, or in the event neither box is checked, Broker must work with Seller as a Transaction-Broker. A Transaction-Broker must perform the duties described in § 5 and facilitate sales transactions without being an advocate or agent for either party. If Seller and buyer are working with the same broker, Broker must continue to function as a Transaction-Broker.

5. BROKERAGE DUTIES. Brokerage Firm, acting through Broker, as either a Transaction-Broker or a Seller's Agent, must perform the following **Uniform Duties** when working with Seller:

5.1. Broker must exercise reasonable skill and care for Seller, including, but not limited to the following:

5.1.1. Performing the terms of any written or oral agreement with Seller;

5.1.2. Presenting all offers to and from Seller in a timely manner regardless of whether the Property is subject to a contract for Sale;

5.1.3. Disclosing to Seller adverse material facts actually known by Broker;

5.1.4. Advising Seller regarding the transaction and advising Seller to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;

5.1.5. Accounting in a timely manner for all money and property received; and

5.1.6. Keeping Seller fully informed regarding the transaction.

5.2. Broker must not disclose the following information without the informed consent of Seller:

5.2.1. That Seller is willing to accept less than the asking price for the Property;

5.2.2. What the motivating factors are for Seller to sell the Property;

5.2.3. That Seller will agree to financing terms other than those offered;

5.2.4. Any material information about Seller unless disclosure is required by law or failure to disclose such information would constitute fraud or dishonest dealing; or

5.2.5. Any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property.

5.3. Seller consents to Broker's disclosure of Seller's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Seller, or use such information to the detriment of Seller.

5.4. Brokerage Firm may have agreements with other sellers to market and sell their property. Broker may show alternative properties not owned by Seller to other prospective buyers and list competing properties for sale.

5.5. Broker is not obligated to seek additional offers to purchase the Property while the Property is subject to a contract for Sale.

5.6. Broker has no duty to conduct an independent inspection of the Property for the benefit of a buyer and has no duty to independently verify the accuracy or completeness of statements made by Seller or independent inspectors. Broker has no duty to conduct an independent investigation of a buyer's financial condition or to verify the accuracy or completeness of any statement made by a buyer.

5.7. Seller understands that Seller is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by Seller.

5.8. When asked, Broker ☒ **Will** ☐ **Will Not** disclose to prospective buyers and cooperating brokers the existence of offers on the Property [redacted].

6. ADDITIONAL DUTIES OF SELLER'S AGENT. If the Seller Agency box at the top of page 1 is checked, Broker is Seller's Agent, with the following additional duties:

6.1. Promoting the interests of Seller with the utmost good faith, loyalty and fidelity;

6.2. Seeking a price and terms that are set forth in this Seller Listing Contract; and

6.3. Counseling Seller as to any material benefits or risks of a transaction that are actually known by Broker.

<u>See Additional Provisions.</u>

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER. Seller agrees that any Brokerage Firm compensation that is conditioned upon the Sale of the Property will be earned by Brokerage Firm as set forth herein without any discount or allowance for any efforts made by Seller or by any other person in connection with the Sale of the Property.

7.1. Amount. In consideration of the services to be performed by Broker, Seller agrees to pay Brokerage Firm as follows:

7.1.1. Sale Commission. [redacted] ***See Additional Provisions***, in U.S. dollars.

7.1.2. Lease Commission. If the box in § 3.5.2 is checked, Brokerage Firm will be paid a fee equal to (1) ***n/a***% of the gross rent under the lease, or (2) ***n/a***, in U.S. dollars, payable as follows: ***n/a***.

7.1.3. Other Compensation. *n/a*

Seller(s) Initials

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Seller(s) Initials: ______________

7.2. Cooperative Broker Compensation. Brokerage Firm offers compensation to outside brokerage firms, whose brokers are acting as:

☒ **Buyer Agents:** [redacted] See Additional Provisions

☒ **Transaction-Brokers:** [redacted] See Additional Provisions

7.3. When Earned. Such commission is earned upon the occurrence of any of the following:

7.3.1. Any Sale of the Property within the Listing Period by Seller, by Broker or by any other person;

7.3.2. Broker finding a buyer who is ready, willing and able to complete the Sale or Lease as specified in this Seller Listing Contract; or

7.3.3. Any Sale [redacted] of the Property within ***180*** calendar days after the Listing Period expires (Holdover Period) (1) to anyone with whom Broker negotiated and (2) whose name was submitted, in writing, to Seller by Broker during the Listing Period (Submitted Prospect). Provided, however, Seller ☒ **Will** ☐ **Will Not** owe the commission to Brokerage Firm under this § 7.3.3 if a commission is earned by another licensed real estate brokerage firm acting pursuant to an exclusive agreement entered into during the Holdover Period and a Sale or Lease to a Submitted Prospect is consummated. If no box is checked in this § 7.3.3, then Seller does not owe the commission to Brokerage Firm. See Additional Provisions

7.4. When Applicable and Payable. The commission obligation applies to a Sale made during the Listing Period or any extension of such original or extended term. [redacted] See Additional Provisions

8. LIMITATION ON THIRD-PARTY COMPENSATION. Neither Broker nor Brokerage Firm, except as set forth in § 7, will accept compensation from any other person or entity in connection with the Property without the written consent of Seller. Additionally, neither Broker nor Brokerage Firm is permitted to assess or receive mark-ups or other compensation for services performed by any third party or affiliated business entity unless Seller signs a separate written consent for such services.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING. Seller has been advised by Broker of the advantages and disadvantages of various marketing methods, including advertising and the use of multiple listing services (MLS) and various methods of making the Property accessible by other brokerage firms (e.g., using lock boxes, by-appointment-only showings, etc.), and whether some methods may limit the ability of another broker to show the Property. After having been so advised, Seller has chosen the following:

9.1. MLS/Information Exchange.

9.1.1. The Property ☒ **Will** ☐ **Will Not** be submitted to one or more MLS and ☒ **Will** ☐ **Will Not** be submitted to one or more property information exchanges. If submitted, Seller authorizes Broker to provide timely notice of any status change to such MLS and information exchanges. Upon transfer of deed from Seller to buyer, Seller authorizes Broker to provide sales information to such MLS and information exchanges.

9.1.2. Seller authorizes the use of electronic and all other marketing methods except: ***n/a.***

9.1.3. Seller further authorizes use of the data by MLS and property information exchanges, if any.

9.1.4. The Property Address ☒ **Will** ☐ **Will Not** be displayed on the Internet.

9.1.5. The Property Listing ☒ **Will** ☐ **Will Not** be displayed on the Internet.

9.2. Property Access. Access to the Property may be by:

☒ Manual Lock Box ☐ Electronic Lock Box

☒ ***Via Appointment with Matt Call, Ian Elfner or Jason Mayer.***

Other instructions: .

9.3. Brokerage Marketing. The following specific marketing tasks will be performed by Broker: [redacted] ***See Additional Provisions***

10. SELLER'S OBLIGATIONS TO BROKER; DISCLOSURES AND CONSENT.

10.1. Negotiations and Communication. Seller agrees to conduct all negotiations for the Sale of the Property only through Broker, and to refer to Broker all communications received in any form from real estate

Seller(s) Initials

brokers, prospective buyers, tenants or any other source during the Listing Period of this Seller Listing Contract.

10.2. Advertising. Seller agrees that any advertising of the Property by Seller (e.g., Internet, print and signage) must first be approved by Broker.

10.3. No Existing Listing Agreement. Seller represents that Seller ☐ **Is** ☒ **Is Not** currently a party to any listing agreement with any other broker to sell the Property.

10.4. Ownership of Materials and Consent. Seller represents that all materials (including all photographs, renderings, images or other creative items) supplied to Broker by or on behalf of Seller are owned by Seller, except as Seller has disclosed in writing to Broker. Seller is authorized to and grants to Broker, Brokerage Firm and any MLS (that Broker submits the Property to) a nonexclusive irrevocable, royalty-free license to use such material for marketing of the Property, reporting as required and the publishing, display and reproduction of such material, compilation and data. [redacted] See Additional Provisions

10.5. Colorado Foreclosure Protection Act. The Colorado Foreclosure Protection Act (Act) generally applies if (1) the Property is residential (2) Seller resides in the Property as Seller's principal residence (3) Buyer's purpose in purchase of the Property is not to use the Property as Buyer's personal residence and (4) the Property is in foreclosure or Buyer has notice that any loan secured by the Property is at least thirty days delinquent or in default. If all requirements 1, 2, 3 and 4 are met and the Act otherwise applies, then a contract, between Buyer and Seller for the sale of the Property, that complies with the provisions of the Act is required. If the transaction is a Short Sale transaction and a Short Sale Addendum is part of the Contract between Seller and Buyer, the Act does not apply. It is recommended that Seller consult with an attorney.

11. PRICE AND TERMS. The following Price and Terms are acceptable to Seller:

11.1 Price. [redacted] See Additional Provisions

11.2 **Terms.** ☒ **Cash** ☒ **Conventional** ☐ **FHA** ☐ **VA** ☐ Other: ***n/a***

11.3 **Loan Discount Points.** ***n/a***

11.4. Buyer's Closing Costs (FHA/VA). Seller must pay closing costs and fees, not to exceed $ ***n/a***, that Buyer is not allowed by law to pay, for tax service and ***n/a***.

[redacted] **Earnest Money.** [redacted] See Additional Provisions

11.6. Seller Proceeds. Seller will receive net proceeds of closing as indicated:
[redacted]; ☒ **Funds Electronically Transferred (Wire Transfer)** to an account specified by Seller, at Seller's expense; [redacted]

11.7. Advisory: Tax Withholding. The Internal Revenue Service and the Colorado Department of Revenue may require closing company to withhold a substantial portion of the proceeds of this Sale when Seller either (1) is a foreign person or (2) will not be a Colorado resident after closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

12. DEPOSITS. Brokerage Firm is authorized to accept earnest money deposits received by Broker pursuant to a proposed Sale contract. Brokerage Firm is authorized to deliver the earnest money deposit to the closing agent, if any, at or before the closing of the Sale contract.

13. INCLUSIONS AND EXCLUSIONS.

13.1. Inclusions. The Purchase Price includes the following items (Inclusions):

13.1.1. Fixtures. The following items are included if attached to the Property on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): lighting, heating, plumbing, ventilating, and air conditioning fixtures, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories), garage door openers including ***n/a*** remote controls.

Other Fixtures: ***n/a***

If any fixtures are attached to the Property after the date of this Seller Listing Contract, such additional fixtures are also included in the Purchase Price.

Seller(s) Initials

13.1.2. Personal Property. The following items are included if on the Property, whether attached or not, on the date of this Seller Listing Contract, unless excluded under Exclusions (§ 13.2): storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, and all keys. If checked, the following are included: ☐ **Water Softeners** ☐ **Smoke/Fire Detectors** ☐ **Carbon Monoxide Alarms** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes); and
n/a

The Personal Property to be conveyed at closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except ***n/a.*** Conveyance will be by bill of sale or other applicable legal instrument.

13.1.3. **Trade Fixtures.** The following trade fixtures are included: ***n/a***

The Trade Fixtures to be conveyed at closing must be conveyed by Seller, free and clear of all taxes (except personal property taxes for the year of closing), liens and encumbrances, except ***n/a.*** Conveyance will be by bill of sale or other applicable legal instrument.

13.1.4. Parking and Storage Facilities. ☐ **Use Only** ☐ **Ownership** of the following parking facilities: ***n/a***;
and ☐ **Use Only** ☐ **Ownership** of the following storage facilities:
n/a.

13.1.5. Water Rights. The following legally described water rights: ***n/a***.
Any water rights must be conveyed by ***n/a*** deed or other applicable legal instrument. The Well Permit # is ***n/a***.

13.1.6. Growing Crops. The following growing crops:***n/a***.

13.2. Exclusions. The following are excluded (Exclusions):
n/a

14. TITLE AND ENCUMBRANCES. Seller represents to Broker that title to the Property is solely in Seller's name. Seller must deliver to Broker true copies of all relevant title materials, leases, improvement location certificates and surveys in Seller's possession and must disclose to Broker all easements, liens and other encumbrances, if any, on the Property, of which Seller has knowledge. Seller authorizes the holder of any obligation secured by an encumbrance on the Property to disclose to Broker the amount owing on said encumbrance and the terms thereof. In case of Sale, Seller agrees to convey, by a [redacted] **Bargain and Sale** deed, only that title Seller has in the Property. Property must be conveyed free and clear of all taxes, except the general taxes for the year of closing.

All monetary encumbrances (such as mortgages, deeds of trust, liens, financing statements) must be paid by Seller and released except as Seller and buyer may otherwise agree. Existing monetary encumbrances are as follows: [redacted] None

The Property is subject to the following leases and tenancies: [redacted] None

If the Property has been or will be subject to any governmental liens for special improvements installed at the time of signing a Sale contract, Seller is responsible for payment of same, unless otherwise agreed.

15. EVIDENCE OF TITLE. Seller agrees to furnish buyer, at Seller's expense, unless the parties agree in writing to a different arrangement, a current commitment and an owner's title insurance policy in an amount equal to the Purchase Price as specified in the Sale contract[redacted]. See Additional Provisions

16. ASSOCIATION ASSESSMENTS. Seller represents that the amount of the regular owners' association assessment is currently payable at approximately $***n/a*** per ***n/a*** and that there are no unpaid regular or special assessments against the Property except the current regular assessments and except ***n/a.*** Seller agrees to promptly request the owners' association to deliver to buyer before date of closing a current statement of assessments against the Property.

Seller(s) Initials:

17. POSSESSION. Possession of the Property will be delivered to buyer as follows: ***Upon Delivery of Deed***, subject to leases and tenancies as described in § 14.

18. MATERIAL DEFECTS, DISCLOSURES AND INSPECTION.

18.1. Broker's Obligations. Colorado law requires a broker to disclose to any prospective buyer all adverse material facts actually known by such broker including but not limited to adverse material facts pertaining to the title to the Property and the physical condition of the Property, any material defects in the Property, and any environmental hazards affecting the Property which are required by law to be disclosed. These types of disclosures may include such matters as structural defects, soil conditions, violations of health, zoning or building laws, and nonconforming uses and zoning variances. Seller agrees that any buyer may have the Property and Inclusions inspected and authorizes Broker to disclose any facts actually known by Broker about the Property.

18.2. Seller's Obligations.

18.2.1. Seller's Property Disclosure Form. Disclosure of known material latent (not obvious) defects is required by law. Seller ☒ **Agrees** ☐ **Does Not Agree** to provide a Seller's Property Disclosure form completed to Seller's current, actual knowledge. <u>See Additional Provisions</u>

18.2.2. Lead-Based Paint. Unless exempt, if the improvements on the Property include one or more residential dwellings for which a building permit was issued prior to January 1, 1978, a completed Lead-Based Paint Disclosure (Sales) form must be signed by Seller and the real estate licensees, and given to any potential buyer in a timely manner.

18.2.3. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and one or more rooms lawfully used for sleeping purposes (Bedroom), Seller understands that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code, prior to offering the Property for sale or lease.

18.2.4. Condition of Property. The Property will be conveyed in the condition existing as of the date of the sales contract or lease, ordinary wear and tear excepted, unless Seller, at Seller's sole option, agrees in writing to any repairs or other work to be performed by Seller.

19. RIGHT OF PARTIES TO CANCEL.

19.1. Right of Seller to Cancel. In the event Broker defaults under this Seller Listing Contract, Seller has the right to cancel this Seller Listing Contract, including all rights of Brokerage Firm to any compensation if the Seller Agency box is checked. Examples of a Broker default include, but are not limited to (1) abandonment of Seller, (2) failure to fulfill all material obligations of Broker and (3) failure to fulfill all material Uniform Duties (§ 5) or, if the Seller Agency box at the top of page 1 is checked, the failure to fulfill all material Additional Duties Of Seller's Agent (§ 6). Any rights of Seller that accrued prior to cancellation will survive such cancellation. <u>See Additional Provisions</u>

19.2. Right of Broker to Cancel. Brokerage Firm may cancel this Seller Listing Contract upon written notice to Seller that title is not satisfactory to Brokerage Firm. Although Broker has no obligation to investigate or inspect the Property, and no duty to verify statements made, Brokerage Firm has the right to cancel this Seller Listing Contract if any of the following are unsatisfactory (1) the physical condition of the Property or Inclusions, (2) any proposed or existing transportation project, road, street or highway, (3) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants, or (4) any facts or suspicions regarding circumstances that could psychologically impact or stigmatize the Property. Additionally, Brokerage Firm has the right to cancel this Seller Listing Contract if Seller or occupant of the Property fails to reasonably cooperate with Broker or Seller defaults under this Seller Listing Contract. Any rights of Brokerage Firm that accrued prior to cancellation will survive such cancellation. <u>See Additional Provisions</u>

20. FORFEITURE OF PAYMENTS. In the event of a forfeiture of payments made by a buyer, the sums received will be: (1) ☒ 100% will be paid to Seller; (2) ☐ divided between Brokerage Firm and Seller, one-half to Brokerage Firm but not to exceed the Brokerage Firm compensation agreed upon herein, and the balance to Seller; (3) ☐ Other: . If no box is checked in this Section, choice (1), 100 % paid to Seller, applies. [redacted]

Seller(s) Initials

[redacted]

21. COST OF SERVICES AND REIMBURSEMENT. Unless otherwise agreed upon in writing, Brokerage Firm must bear all expenses incurred by Brokerage Firm, if any, to market the Property and to compensate cooperating brokerage firms, if any. Neither Broker nor Brokerage Firm will obtain or order any other products or services unless Seller agrees in writing to pay for them promptly when due (examples: surveys, radon tests, soil tests, title reports, engineering studies, property inspections). Unless otherwise agreed, neither Broker nor Brokerage Firm is obligated to advance funds for Seller. Seller must reimburse Brokerage Firm for payments made by Brokerage Firm for such products or services authorized by Seller in writing.

22. DISCLOSURE OF SETTLEMENT COSTS. Seller acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

23. MAINTENANCE OF THE PROPERTY. Neither Broker nor Brokerage Firm is responsible for maintenance of the Property nor are they liable for damage of any kind occurring to the Property, unless such damage is caused by their negligence or intentional misconduct.

24. NONDISCRIMINATION. The parties agree not to discriminate unlawfully against any prospective buyer because of the race, creed, color, sex, sexual orientation, marital status, familial status, physical or mental disability, handicap, religion, national origin or ancestry of such person.

25. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this document, Seller acknowledges that Broker has advised that this document has important legal consequences and has recommended consultation with legal and tax or other counsel before signing this Seller Listing Contract.

26. [redacted]

27. [redacted]

28. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

[redacted] See Addendum A containing Additional Provisions

29. ATTACHMENTS. The following are a part of this Seller Listing Contract: See Addendum A which is incorporated herein by reference.

[redacted]

30. NO OTHER PARTY OR INTENDED BENEFICIARIES. Nothing in this Seller Listing Contract is deemed

Seller(s) Initials:

to inure to the benefit of any person other than Seller, Broker and Brokerage Firm.

INTENTIONALLY LEFT BLANK

Seller(s) Initials:____________

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.1. Physical Delivery. All notices must be in writing, except as provided in § 31.2. Any document, including a signed document or notice, delivered to the other party to this Seller Listing Contract, is effective upon physical receipt. Delivery to Seller is effective when physically received by Seller, any signator on behalf of Seller, any named individual of Seller or representative of Seller. See Additional Provisions

31.2. Electronic Delivery. [redacted] See Additional Provisions

31.3. Choice of Law. This Seller Listing Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in this state for property located in Colorado.

32. MODIFICATION OF THIS LISTING CONTRACT. No subsequent modification of any of the terms of this Seller Listing Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

33. COUNTERPARTS. This Seller Listing Contract may be executed by each of the parties, separately, and when so executed by all the parties, such copies taken together are deemed to be a full and complete contract between the parties.

34. ENTIRE AGREEMENT. This agreement constitutes the entire contract between the parties, and any prior agreements, whether oral or written, have been merged and integrated into this Seller Listing Contract.

35. COPY OF CONTRACT. Seller acknowledges receipt of a copy of this Seller Listing Contract signed by Broker, including all attachments.

Brokerage Firm authorizes Broker to execute this Seller Listing Contract on behalf of Brokerage Firm.

Seller: See Additional Provisions ______________ Date: ____________

[redacted]

Broker: See Additional Provisions

________________________________ [redacted]

[redacted]

[redacted]

Seller(s) Initials: ____________

[redacted]

LC50-6-16 EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT

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Seller(s) Initials: ______ CS

ADDENDUM A
Additional Provisions

This Addendum A is attached to the Seller Listing Contract between NavPoint Real Estate Group ("Broker:) and Town of Parker, Colorado ("Seller"), for the marketing of the Property described below (Contract").

28. ADDITIONAL PROVISIONS. The following additional provisions are incorporated into the Contract by reference. Section references are to existing Sections of the Contract where applicable and to new Sections when added. The language set forth below is supplemental to language contained in the referenced Section of the Contract. In the event of any inconsistency between the original terms of the Contract and the terms of these Additional provisions, the terms of these Additional Provisions shall control.

DATE: The Effective Date of the Contract shall be the date it is signed by Seller, which shall be inserted in the Date blank on page 1 of the Contract.

3. DEFINED TERMS.

3.4. Property. The Property is comprised of separate parcels legally described below (each a "Parcel") located in the County of Douglas, State of Colorado. This Contract shall apply to each Parcel independently.

3.4.1. Schoolhouse: Lot 1B, Mainstreet Center 1st Amendment, according to the plat as Recoded May 23, 2016 at Reception No. 2016032233, County of Douglas, State of Colorado

3.4.2. PACE Lot 2: Civic Center Filing No. 1, 1st Amendment Subdivision Exemption Plat Lot 2

3.4.3. East Main: Mainstreet and Pine Marketplace 4th Amendment Lot 4

3.4.4. Pine Curve:

- **Parcel 1** (larger parcel): TRACT IN W1/2NW1/4 23-6-66 21.159 AM/L
- **Parcel 2** (smaller parcel): TR IN W1/2NW1/4 23-6-66 3 AM/L 243-427 MTD 0356485

3.5. Sale; Lease.

3.5.1. A Sale shall mean the consummation of a Purchase and Sale Agreement ("PSA") by Seller's conveyance of a Parcel, which shall occur only upon the signing and delivery of a deed by Seller conveying such Parcel. PSA shall mean a contract for the purchase and sale of a Parcel signed by both Seller and the buyer identified in the PSA.

3.6. Listing Period. The Listing Period of this Contract shall begin on the Effective Date and shall continue until the earlier to occur of: (1) completion of the Sale of all Parcels, or (2) two hundred seventy (270) days after the Effective Date, or (3) when terminated by Seller or Brokerage Firm, provided that this Contract shall continue in force with respect to any Parcel that is subject to a PSA on the date of termination, until such PSA is either consummated by closing or is terminated. Seller may extend the Listing Period for up to four consecutive periods of three (3) months each by the Town Administrator of Seller delivering written notice of extension to Broker prior the end of the Listing Period then in force. Seller's failure to extend the Contract prior to the expiration of the Listing Period then in force shall terminate any then unexercised extension options.

4. BROKERAGE RELATIONSHIP

4.3. In-Company Transaction – One Broker.

4.3.1. Seller's Agent.

4.3.1.2. Seller Agency Unless Brokerage Relationship with Both. If Broker has an agency or Transaction-Brokerage relationship with the buyer, then Broker shall disclose such relationship to Seller and may request that Seller agree that Broker shall act as a Transaction Broker pursuant to Section 4.3.1.2. with respect to a Sale to such Buyer, which request Seller may approve or disapprove in Seller's sole discretion.

6. ADDITIONAL DUTIES OF SELLER'S AGENT.

6.4. Prepare a competitive marketing analysis for the Property in order to assist in establishing the correct competitive listing price.

6.5. In cooperation with Seller's attorney, prepare and sign all listing agreements.

6.6. Placing the Property information into commercial listing database services.

6.7. Meet with stakeholders and develop a sales strategy for the Property.

6.8. Create and distribute marketing materials and advertise the Property.

6.9. Create and place signage on the Property.

6.10. Solicit buyers that specialize in acquisition and development.

6.11. Act as the primary contact with other agents, brokers and potential buyers.

6.12. Provide Property tours and facilitate the exchange of information regarding the Property between Seller and potential buyers.

6.13. Provide monthly progress reports to Seller and real-time information about inquiries and offers as requested.

6.14. Evaluate offers and advise Seller on the most favorable options.

6.15. Negotiate the material terms and conditions, as allowed by the Colorado Real Estate Commission, of a PSA between Seller and Buyer.

6.16. Facilitate Property inspections.

6.17. Coordinate activities between Seller and buyer's representatives in order to close the Sale.

6.18. Prepare and process all paperwork, as allowed by the Colorado Real Estate Commission, necessary to complete the transaction.

6.19. Cover all expenses involved in Broker's marketing of the Property.

7. COMPENSATION TO BROKERAGE FIRM; COMPENSATION TO COOPERATIVE BROKER.

7.1. Amount.

7.1.1. Sale Commission. All costs associated for provision of the services necessary to market the Property shall be included as part of the brokerage commission.

7.1.1.1. Direct Sale: No Cooperating Broker Involved.

7.1.1.1.1. Parcel Sales Price: $0 - $2,000,000. Five percent (5%) for any transaction not involving an outside broker within this volume range.

7.1.1.1.2. Parcel Sales Price: $2,000,001 - $5,000,000. Four percent (4%) for any transaction not involving an outside broker within this volume range.

7.1.1.1.3. Parcel Sales Price: Over $5,000,000. Three percent (3%) for any transaction not involving an outside broker within his volume range.

7.2. Cooperative Broker Compensation.

7.2.1. Outside Sale: With Cooperating Broker Involved.

7.2.1.2. Parcel Sales Price: $0 - $2,000,000. Six percent (6%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.2.1.2. Parcel Sales Price: $2,000,001 – $5,000,000. Five percent (5%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.2.1.3. Parcel Sales Price: Over $5,000,000. Four percent (4%) for any transaction involving an outside broker, fee split equally between cooperating broker and NavPoint Real Estate Group.

7.3. When Earned.

7.3.3. The Holdover Period shall be applied on a Parcel by Parcel basis. With respect to each Parcel, as of the date of expiration of the Listing Agreement for that Parcel, the term "Submitted Prospect" shall mean and be limited to a prospect who is in active negotiation for purchase of the Parcel under a pending letter of intent. Within ten (10) business days after the expiration of the Listing Agreement for a Parcel, Broker shall provide Seller with a written statement identifying any Submitted Prospect for such Parcel. Business day shall mean a day that is not a Saturday, Sunday, or federal or Colorado state holiday.

7.4. When Applicable and Payable. Any commission payable under Article 7 shall by payable at the time of the closing of a Sale under a PSA.

9. OTHER BROKERS' ASSISTANCE, MULTIPLE LISTING SERVICES AND MARKETING.

9.3. Brokerage Marketing. The following specific marketing tasks shall be performed by Broker, but the associated timelines are estimates and not deadlines:

9.3.1. DAYS 1-30 INFORMATION GATHERING.

- Collect and organize due diligence materials
- Finalize pricing
- Finalize comprehensive offering brochure and marketing materials with Seller

9.3.2. DAYS 30-60 MARKETING PERIOD.

- Call logical prospects directly to discuss opportunity
- Work a direct deal as thoroughly as possible
- Expose asset to brokerage and development community
- Arrange Property tours and provide detailed property data
- Provide marketing materials and initial due diligence for prospect review
- Bi-monthly and real time progress updates

9.3.3. DAYS 61-180. BUYER SELECTION & DUE DILIGENCE

- Collect offers
- Best & final process with top buyers
- Negotiate terms
- Select buyer and prepare and negotiate Purchase and Sale Agreement (Seller shall draft PSA)
- Provide due diligence material to buyer
- Coordinate due diligence process
- Facilitate vendor access and inspections
- Manage dates & deadlines

9.3.4. DAYS 180-UNTIL CLOSING IF UNDER A PSA.

- Attend public meetings related to Parcel(s)
- Prepare/review prorations and adjustments
- Coordinate with title company
- Arrange closing date and time

9.3.5. MARKETING MATERIALS. Broker shall utilize a variety of methods to ensure that each Parcel is exposed to the widest audience possible by ensuring the Property receives maximum web exposure augmented by strong marketing collateral and selected print advertising. Broker shall expose the Property to the widest range of potential prospects while ensuring maintenance of a relevant audience throughout the marketing process. Marketing shall include the following:

- Access to Broker's internal network of investors
- Professionally designed, oversized postcard mailers to targeted prospects
- Placement in all commercial database exchanges including, but not limited to: Catalyst, LoopNet, CoStar, CIMLS, Officespace.com, Navpointre.com, Google, LinkedIn, Facebook, Instagram, Crexi, Brevitas, and 42 Floors
- Pro-active use of database email exchanges to create maximum exposure for the Property to the brokerage community
- Professionally design and prime placement on Navpointere.com
- Aggressive phone call programs to the NavPoint network of investors, buyers and developers
- Face-to-face offering brochure distribution throughout and beyond the local market
- National coordinated eblasts through services such as ePropertyPush, Turnvest, etc.
- Provide high-quality, professionally designed offering brochure(s) in print and electronic format
- Provide various high-resolution, professional, digital photographs of the Parcels and surrounding areas
- Provide professionally designed drone video of the Parcels on NavPoint and other websites
- Provide consistency with brochure to website and how the Parcels are presented to the marketplace
- Provide comprehensive market analytics to accompany sales materials
- Assure collective collateral material will convey a compelling story about the Property

10. SELLER'S OBLIGATION TO BROKER; DISCLOSURES AND CONSENT.

10.4. Ownership of Materials and Consent. The license granted to Broker under Section 10.4 shall terminate upon termination of the Contract, whereupon Broker shall return to Seller all hard copy materials provided by Seller to Broker.

11. PRICE AND TERMS.

11.1. Price. The price, in U.S. Dollars, for each Parcel shall be set by Seller, after consultation with Broker, and the price may be modified for each Parcel at any time in Seller's sole discretion. The initial listing prices for the Parcels shall be in accordance with the following:

Town Owned Property	Listing Price	Notes
Schoolhouse - 19640 E Mainstreet	$375,000 $25.00 psf	
PACE Lot 2 *	$1,708,000- $3,886,400 $28.00 psf	The legal lot is 3.48 acres vacant portion of the lot 1.4 acres, the ultimate reconfiguration of the site and size will be determined
East Main	$3,905,000 $22.00 psf	
Pine Curve	$5,793,331 $5.50 psf	

11.5. Earnest Money. The minimum amount of earnest money deposit for each Parcel shall be set by Seller, after consultation with Broker, and the earnest money amount may be modified for each Parcel at any time in Seller's sole discretion. Earnest money shall be payable by cashier's check or wired funds delivered to closing agent. Pursuant to a PSA, Seller may require additional earnest money deposits in accordance with the PSA for a Parcel.

12. DEPOSITS. Earnest Money must be deposited with the title company acting as closing agent for the transaction.

15. EVIDENCE OF TITLE. The title policy to be provided by Seller shall be an ALTA 2006 Owner's Policy. Seller shall pay the premium for the base policy, but Buyer shall be required to pay for all endorsements requested by buyer.

18. MATERIAL DEFECTS, DICLOSURES AND INSPECTION.

18.2 Seller's Obligations.

18.2.1. Seller will not provide Broker with Property Disclosure forms for each Parcel, except that Broker shall deliver to each prospective buyer, prior to buyer's submission of a letter of intent or PSA, the Parcel Development Requirements attached hereto as Exhibit A, which set forth certain Seller requirements and disclosures applicable to each Parcel.

19. RIGHT OF PARTY TO CANCEL.

19.1. Right of Seller to Cancel. Seller shall also have the right at any time, in its sole discretion and without cause or default by Broker, to cancel this Contract as to any Parcel that is not then subject to a Purchase and Sale Agreement, provided that if Seller cancels this Contract without cause at a time when there is no Broker default, then Seller shall reimburse Broker for all out of pocket costs incurred by Broker in marketing the cancelled Parcel(s). For purposes of this Section, costs incurred generally for marketing of the Parcels and the Property under Broker's Seller Listing Contract with the Parker Authority for Reinvestment of even date herewith shall be allocated pro-rata to each Parcel and such Property, based on the listing price for each Parcel and such Property as compared to the total of listing prices for all Parcels and such Property. Additionally, if Broker is not then in default of any provision of this Contract, Seller shall pay Broker a cancellation fee equal to one percent (1%) of the listing price for the canceled Parcel(s).

19.2 Right of Broker to Cancel. Brokerage Firm shall also have the right to cancel this Contract, exercisable in its sole discretion and upon thirty (30) days prior written notice to Seller. If Brokerage Firm exercises this cancellation right, then this Contract shall continue in force with respect to any Parcel that is subject to a PSA on the date of termination, until such PSA is either consummated by closing or is terminated, provided that the provisions of Section 7.3.3 shall no longer be applicable with respect to any Parcel, whether then subject to a PSA or not, and Brokerage Firm and Broker shall not be entitled to any compensation for services rendered or expenses incurred with respect to any property not then subject to a PSA.

31. NOTICE, DELIVERY AND CHOICE OF LAW.

31.2. Electronic Delivery. Documents requiring signature may only be provided or exchanged as originals with original signatures thereon and may not be delivered or exchanged by copy or by any electronic means.

36. APPROPRIATION. Pursuant to Colo. Rev. Stat. § 29-1-110, the financial obligations of the Seller contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Seller's Signature Page
Seller Listing Contract between Town of Parker, Colorado and NavPoint Real Estate Group for Property located in Douglas County, Colorado.

Seller's signature below constitutes Seller's execution of the Seller Listing Contract and acknowledgement of Addendum A to the Contract.

SELLER:

TOWN OF PARKER, COLORADO

By: ______________________
Mike Waid, Mayor

Date: March 18, 2019 (Effective Date of Seller Listing Contract)

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

Broker's Signature Page
Seller Listing Contract between Town of Parker, Colorado and NavPoint Real Estate Group for Property located in Douglas County, Colorado.

Each Broker signature below constitutes execution of the Seller Listing Contract and acknowledgement of Addendum A to the Contract by signing Broker individually and on behalf of NavPoint Real Estate Group. Broker may submit a signed original of this Contract prior to execution by Seller, but the Contract shall only become binding upon Seller when signed by Seller.

BROKER:

NAVPOINT REAL ESTATE GROUP

By: ______________________
Matt Call, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 720-420-7530; Fax: 720-240-0762
Em: matt.call@navpointre.com

By: Ian I Elfner
Ian Elfner, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 720-376-6805; Fax: 720-240-0762
Em: ian.elfner@navpointre.com

By: ______________________
Jason Mayer, Broker
3740 Dacoro Lane, Suite 200, Castle Rock, CO 80109
Ph: 303-506-2138; Fax: 720-240-0762
Em: jason.mayer@navpointre.com

<u>EXHIBIT A</u>

Town of Parker

Parcel Development Requirements

1. Proposed Development must implement the vision and plans of the Town of Parker
   a. 2035 Master Plan
   b. Mainstreet Master Plan
   c. Downtown Safety Circulation Improvement Study
   d. Cultural Department Strategic Plan
2. Proposed Development must advance the Parker Central Urban Renewal Area Plan
   a. Removal of blight conditions
   b. Consideration of diverse land uses
   c. Development that considers the preservation of community character
   d. Development that provides investment into public realm improvements
3. Proposed Development must be consistent with the My Mainstreet Strategic Framework
4. Physical Constraints/Property Profile for developer to consider
   a. See attached **<u>Exhibit A-1</u>** hereto.
5. Developer Planning and Design Submission Deadlines
   a. Timing to Site Plan/Plat approval: twelve (12) months
      i. Clock starts with approval of Purchase and Sale Agreement
   b. Closing on the Property: Within thirty (30) days
      i. Clock starts with approval of Site Plan or Plat
   c. Timing to construction (issuance of grading and building permit): twelve (12) months per Code
      i. Clock starts with closing on the Property
6. Entitlement Process Disclosure for Developer consideration
   a. Site Plan (for all four properties)
   b. Replat (Pace Lot 2 property)
   c. Minor Development Plat (Pine Curve property)
7. Developer Deposit
   a. An earnest money escrow in the amount determined by Parker based upon the appraised value will be included as a condition of the disposition/purchase and sale agreement

Note: The provisions of this <u>Exhibit A</u> and <u>Exhibit A-1</u> are informational only and are not contractual. They will not displace, limit or supersede any ordinances, regulations or procedures required by Parker for the purchase and development of a Parcel. In the event of any conflict between the provisions of this <u>Exhibit A</u> or <u>Exhibit A-1</u> and the ordinances, regulations and procedures of Parker, the ordinances, regulations and procedures of Parker shall control.

EXHIBIT A-1

	Town Property	Requirements/Disclosures/Constraints/Opportunities
1	Schoolhouse Property	1. Front yard setback that preserves view of adjacent historic Schoolhouse from Mainstreet 2. Pedestrian path between the site/future development and Schoolhouse connection Mainstreet sidewalk to the rear parking lot 3. Reimbursement obligation for cost of the water loop installation by the Town to serve future development 4. Future development will have ability to share Schoolhouse parking lot (115 parking spaces)
2	Pace Lot 2	1. Future development shall preserve view corridor(s) from Mainstreet through site to PACE Center 2. Future development shall make use of transparent materials that enhance the visibility of PACE Center from Mainstreet. 3. Future development shall provide parking to include existing PACE center stalls (182 spaces) and accommodate future uses under the Town's Land Development Ordinance 4. Electronic Message Board (EMB) on Mainstreet can be relocated to maximize future development 5. Opportunity for a right-in/right-out access from Mainstreet to serve future development
3	East Main	1. Future development is required to provide a buffer along Town and Country neighborhood per the East Main Planned Development (PD) zoning 2. Future development shall provide shared parking with Discovery Park
4	Pine Curve	1. Future development is required to provide a 55' wide buffer adjacent to Parker Vista neighborhood 2. Future development will be required to preserve viewshed or view corridors through the site, west to east adjacent to the Parker Vista neighborhood 3. At time of Minor Development Plat application for the property, the developer shall submit a concept plan constituting a planning and design completion level of at least ten (10) percent; concept plan should include feasibility analysis of site and building orientation, access and circulation, drainage and hydrology, and topographic conditions 4. An easement will have to be granted to the Town for detention pond purposes 5. Right-of-way dedication may be necessary for future auxiliary/turning lanes on Pine Drive