TOWN OF PARKER COUNCIL AGENDA
May 21, 2018

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

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

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

1. **TOWN COUNCIL MEETING SCHEDULE**

   A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call

   B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)

   C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.

2. **SPECIAL PRESENTATIONS**

   - **Rhonda Willey - Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ending 2016**

   - **Town of Parker and Police Officer Recognition - Colorado EMAC and Hurricane Irma**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

4. **PUBLIC COMMENTS**

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

6. **CONSENT AGENDA**

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

   A. APPROVAL OF MINUTES - May 7, 2018

B. SECOND AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT

Applicant: Meritage Homes
Location Northeast corner of Richlawn Drive and Crowfoot Valley Road
Department: Community Development, Paul Workman
TrakIt No. ANX16-004

C. SETTLEMENT AGREEMENT BY AND BETWEEN THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION AND THE TOWN OF PARKER, COLORADO

Department: Town Attorney, Jim Maloney

D. ORDINANCE NO. 4.114.1 - First Reading - A Bill for an Ordinance Amending the Vertical and Horizontal Alignment and the Grade of Kings Point Way from the Cottonwood Drive Intersection to Approximately 850 Feet North of Cottonwood Drive Intersection

Department: Engineering and Public Works, Chris Hudson
Second Reading: June 4, 2018

E. ORDINANCE NO. 5.06.40 - First Reading
A Bill for an Ordinance Repealing Section 12.02.120 and Amending Chapter 8.07 of the Parker Municipal Code by the Addition of New Sections 8.07.100 and 8.07.110 Concerning Unauthorized Camping on Public Property and Sitting and Lying Down in the Public Right-of-Way

Department: Police Department, Doreen Jokerst
Second Reading: June 4, 2018

F. RESOLUTION NO. 18-040
A Resolution Accepting the Conveyance of a Drainage Easement from Takoda Tavern, L.L.C., for Lot 7, Robinson Ranch Filing No. 2, 2nd Amendment

Department: Engineering/Public Works, Tyler Sandt

G. RESOLUTION NO. 18-041
A Resolution Accepting the Conveyance of a Drainage Easement from Runway 2 Fitness LLC, for a Portion of Lot 3, Olde Town at Parker Filing No. 1A, First Amendment

Department: Engineering/Public Works, Tyler Sandt

H. RESOLUTION NO. 18-042
A Resolution Finding Substantial Compliance of the Pine Lane/Parker Road Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on July 2, 2018, for the Purpose of Considering Said Annexation

Department: Community Development, Stacey Nerger
TrakIt No. ANX18-002

I. CONTRACTS OVER $100,000

1. *Impact Fee Study and Community Development User Fee Study*

Amount: *$106,210.00*
Contractor: *TischlerBise*
Department: *Town Administrator Office, Dannette Robberson*

2. *Chambers Road and Cottonwood Drive Traffic Signal (CIP17-021)*

Amount: *$328,145*
Contractor: *WL Contractors*
Department: *Engineering and Public Works, Chris Hudson*

3. *Stormwater Maintenance Projects (CIP18-015)*

Amount: *$296,466.57*
Contractor: *Site Work Solutions*
Department: *Engineering and Public Works, Kurt Patrick*

J. *PROCLAMATION - National Public Works Week 2018*

Department: Town Council

7. **ORDINANCES**

A. ORDINANCE NO. 2.259.1 - Second Reading
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 2.259, Series of 2018, A Bill for an Emergency Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Grasslands/Prairie Trail Property in Douglas County

Department: **Town Attorney, Jim Maloney**
TrakIt No. **ANX18-001**

B. ORDINANCE 3.333.1 - Second Reading
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.333, Series of 2018, A Bill for an Emergency Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Grasslands/Prairie Trail Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

Department: **Town Attorney, Jim Maloney**
Trakit No.: **Z18-009**

C. ORDINANCE NO. 1.466.3 - Second Reading
A Bill for an Ordinance to Amend Section 4.9 of the Town of Parker Personnel Manual Concerning Military Leave

Department: **Human Resources, Tara Moore**

D. ORDINANCE NO. 9.273 - Second Reading (continued from May 7, 2018)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Parker Water and Sanitation District Regarding Public Improvements Security

Department: Engineering and Public Works, Chris Hudson

E. ORDINANCE NO. 9.274 - Second Reading (continued from May 7, 2018)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Cottonwood Water and Sanitation District Regarding Public Improvements Security

Department: Engineering and Public Works, Chris Hudson

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

May 21, 2018

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

1. Parker Senior Center Bargain and Sale Deed

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

2. Notice of default of the Compark Village Filing No. 5 subdivision agreement.

3. Section 13.04.220 of the Parker Municipal Code concerning the process for uses not itemized.

4. Colorado Revised Statute Section 31-12-116 concerning the motion for reconsideration filed by Vista South, LLC.

TOWN OF PARKER COUNCIL
MINUTES
MAY 7, 2018

Mayor Mike Waid called the meeting to order at 5:37 p.m. Councilmember Holland arrived at 5:40 p.m. All Councilmembers were present.

Jim Maloney announced the topics for the Executive Session which were six (6) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items; the first was the Compark economic development opportunities; and the second item was the Replacement Intergovernmental Agreement between the Town and Douglas County regarding the collection and delivery of the countywide sales and use tax. Under C.R.S. § 24-6-402(4)(b) there were four (4) items; the first was Sanchez v. Town of Parker, Federal District Court; the second was Section 12.02.120 of the Parker Municipal Code (camping on public property); the third was Section 4.03.200(a)(2) of the Parker Municipal Code concerning sales to charitable organizations; and the fourth was Colorado Revised Statute Section 31-12-116 concerning judicial review of Town of Parker Annexation Case No. ANX18-001 and 42 USC Sections 1983 and 1988.

EXECUTIVE SESSION

Josh Martin moved and John Diak seconded to go into Executive Session at 5:39 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e), and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Josh Martin seconded to adjourn the Executive Session at 7:12 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mike Waid reconvened the meeting at 7:17 p.m.

Youth from the audience led the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None.

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston updated Council on Parker Chamber activities. He reported on the Annual State Chamber of Commerce Conference. He reported that the Wine Walk was voted one of the best events of its kind for 2018. Dennis reported on efforts to educate the public about transportation in conjunction with the Downtown Business Alliance. He provided an update on the Parker Days festivities. He stated the Chamber hosted the Mayors' forum earlier in the day.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Chris Schnell spoke on Shelly's behalf. She provided an update on the new website to promote the Downtown Business Alliance. Chris introduced Theresa Garcia Archah of the Creative Committee. Theresa reported on the 1st Friday Art Walk which will take place in June, July, August and September. .

PUBLIC COMMENTS – None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmember reported on meetings each member attended since the last Town Council meeting.

CONSENT AGENDA

A. APPROVAL OF MINUTES - April 16, 2018

B. FIRST AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT

Applicant:	*Meritage Homes*
Location:	*Northeast corner of Richlawn Drive and Crowfoot Valley Road*
Department:	*Community Development, Paul Workman*
TRAKiT No.	*ANX16-004*

C. ORDINANCE NO. 2.259.1 - First Reading
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 2.259, Series of 2018, A Bill for an Emergency Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Grasslands/Prairie Trail Property in Douglas County

Department:	*Town Attorney, Jim Maloney*
Trakit No.:	*ANX18-001*
Second Reading:	*May 21, 2019*

D. ORDINANCE 3.333.1 - First Reading
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.333, Series of 2018, A Bill for an Emergency Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Grasslands/Prairie Trail Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

Department:	*Town Attorney, Jim Maloney*
Trakit No.:	*ANX18-001 & Z18-009*
Second Reading:	*May 21, 2018*

E. ORDINANCE NO. 1.466.3 - First Reading
A Bill for an Ordinance to Amend Section 4.9 of the Town of Parker Personnel Manual Concerning Military Leave
Department: Human Resources, Tara Moore
Second Reading: May 21, 2018

F. PROCLAMATION - Building Safety Month - May 2018
Department: Town Council

G. PROCLAMATION - Municipal Clerks Week, May 6 - May 12, 2018
Department: Town Council

H. PROCLAMATION RATIFICATION - National Small Business Week - 4/29/18 - 5/5/18
Department: Town Council

I. PROCLAMATION - National Police Week 2018
Department: Town Council

J. PROCLAMATION - Lupus Awareness Month
Department: Town Council

Joshua Rivero moved and Amy Holland seconded to approve Consent Agenda Items 7A through 7J.

The motion was approved unanimously.

PUBLIC HEARINGS

A. TWENTY MILE VILLAGE FILING 2 AMENDMENT 9 - Use by Special Review
Applicant: Peggy S. Friesen, Engineering Services Company
Location: North of Mainstreet and surrounded by Stage Run
Department: Community Development, Paul Workman
TRAKiT No. Z17-025

7:33 PM
Councilmember Holland recused herself as she works for Mars Hospitality. She left the dais at 7:35 p.m.

The application is for a Use by Special Review to develop a mixed-use hotel on a 4.4 acre vacant property. The proposed uses are permitted in the Twenty Mile Center zone district subject to a Use by Special Review. The proposal is consistent with the zoning and the established character of the area. It is also consistent with the Mainstreet Master Plan and implements the recommendation for active uses in the Mainstreet corridor to promote Downtown as a destination. The request is for a 51 room boutique hotel. The proposed hotel meets the nine criteria for the Use by Special Review.

Planning staff recommended approval with two conditions: prior to the issuance of a building permit, the site plan shall meet all of the development requirements of the Town; and the associated replat shall be recorded in the office of the Douglas County Clerk and Recorder.

The Applicant, Mitch Trevey, 10500 Dransfeldt, Parker, was present and introduced Linda Hill with Hill Avium, Elizabeth, CO. Mr. Trevey stated the proposal meets Master Plan requirements. If approved this development will be a 51-room boutique hotel with a mixed of tenants on the ground floor with unique shops and restaurants. He stated there were several community outreach meetings held throughout the process. If approved the groundbreaking would take place this summer.

Public Comment:
Dennis Houston – Parker Area Chamber Commerce - spoke in favor of the proposed development.

Debbie Lewis moved to approve, based on staff findings, with the two following conditions:
1) Prior to the issuance of a building permit, the site plan shall meet all of the development requirements of the Town
2) The associated replat shall be recorded in the office of the Douglas County Clerk and Recorder.

Renee Williams seconded the motion.

The vote was 5-0. Amy Holland recused herself.

B. <u>ORDINANCE NO. 1.507.2</u> – Second- Reading
A Bill for an Ordinance to Adopt the 2018 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Finance, Rhonda Willey

<u>8:01 PM</u>
The budget revision is to reduce budgeted 2018 expenditures and revenues based on the reduction of sales tax revenue in the General Fund. There was a 10% growth rate in 2017 at the time the budget was created. Shortly after that time the sales tax dropped, bringing the adjustment down to a 4% growth rate. Adjustments need to be made to keep the budget balanced for 2018.

Public Comment - None.

John Diak moved to approve Ordinance No. 1.507.2 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

C. HARVIE PROPERTY - Annexation, Zoning and Exemption Plat

Applicant: **Town of Parker**

Location: **Generally located north of Mainstreet at Canterberry Parkway**

Department: **Community Development, Mary Munekata**
Community Development, Paul Workman
Parks, Recreation and Open Space, Dennis Trapp

Trakit No. **ANX17-003, Z17-017 & SUB17**

(1) **RESOLUTION NO. 18-038**
A Resolution to Establish the Findings of Fact and Conclusions Thereon Concerning the Eligibility of the Town Harvie Open Space Property for Annexation

(2) **ORDINANCE NO. 2.260 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Town Harvie Open Space Property

(3) **ORDINANCE NO. 3.334 - Second Reading**
A Bill for an Ordinance Zoning Certain Property within the Town of Parker, Colorado, Known as the Town Harvie Open Space Property to OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(4) **RESOLUTION NO. 18-039**
A Resolution to Exempt Certain Real Property Commonly Known as the Town Harvie Open Space Property from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

8:08 PM

The Town of Parker proposes to annex, zone and plat 71.45 acres of land known as the Ray J. Harvie Open Space that is currently located in unincorporated Douglas County, but located within the Town's Urban Growth Area.

The proposed Open Space (OS) zoning will allow for future development of limited outdoor recreational uses and preserve the property in its undeveloped state as required by the conservation easement. The zoning meets the nine criteria for zoning as defined in the Land Development Ordinance including consistency with the Parker 2035 Master Plan.

The proposed plat to create one lot meets the requirements as defined in the Land Development Ordinance.

The land was acquired from Douglas County in 2016. The conservation easement was held with the Douglas County Land Conservancy.

The Planning Commission recommended approval at the April 26, 2018 meeting. Staff also recommends approval.

Public Comment
Mr. O'Malley, 10601 Arrowhead Lane - is in favor

Josh Martin moved to approve Resolution 18-038. Debbie Lewis seconded the motion. The motion was approved unanimously.

Amy Holland moved to approve Ordinance No. 2.260 on seconded reading. Renee Williams seconded the motion. The motion was approved unanimously.

Joshua Rivero moved to approve Ordinance No. 3.334 on seconded reading. Josh Martin seconded the motion. The motion was approved unanimously.

Renee Williams moved to approve Resolution No. 18-039. Amy Holland seconded the motion. The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 9.273 - Second Reading (continue to May 21, 2018)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Parker Water and Sanitation District Regarding Public Improvements Security

Department: Engineering/Public Works, Chris Hudson

Josh Martin moved to continue Ordinance No. 9.273 to May 21, 2018.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.274 - Second Reading (continue to May 21, 2018)
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Cottonwood Water and Sanitation District Regarding Public Improvements Security

Department: Engineering and Public Works, Chris Hudson

Josh Martin moved to continue Ordinance No. 9.274 to May 21, 2018.

Amy Holland seconded the motion.

The motion was approved unanimously.

C. <u>ORDINANCE NO. 1.511</u> - Second Reading
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 2A, Twenty Mile Industrial Park Subdivision Filing No. 2, 1st Amendment

Department: Engineering/Public Works, Alex Mestdagh

This ordinance proposed to convey an easement to Parker Water and Sanitation District on a Town-owned property, Lot 2A, Twenty Mile Industrial Park Filing No. 2, 1st Amendment. This easement is necessary to allow for the installation of a waterline and fire hydrant needed to serve the Parker Tennis development that has been approved on this property.

Public Comment – None

Debbie Lewis moved to approve the Ordinance No. 1.511 on seconded reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

D. <u>ORDINANCE NO. 1.512</u> - Second Reading
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Tract D, Reata West Filing No. 1

Department: Engineering/Public Works, Alex Mestdagh

This ordinance proposed to convey an easement to Parker Water and Sanitation District on a Town-owned parcel, Tract D, Reata West Filing No. 1. This easement is being requested to allow for the installation of a waterline that will initially serve the Cielo Development in unincorporated Douglas County, and will eventually serve the adjacent Town property and other developments south of the area.

Public Comment - None

John Diak moved to approve Ordinance No. 1.512 on second reading.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

E. <u>ORDINANCE NO. 4.53.7</u> - Second Reading
A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual

Department: Engineering/Public Works, Alex Mestdagh

This ordinance adopts the proposed revisions to the Town's Roadway Design and Construction Criteria Manual. The Town originally adopted the Manual in 1994 which has been revised several times. The Criteria Manual sets minimum standards and criteria for all public roads that are constructed in the Town of Parker.

The biggest change which is in Chapter 6 will be requiring composite pavement sections to be constructed which will extend the life of the Town roads.

Public Comment – None

Joshua Rivero moved to approved Ordinance No. 4.53.7 on seconded reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

F. <u>ORDINANCE NO. 9.275</u> - Second Reading
A Bill for an Ordinance to Approve the Snow Removal Intergovernmental Agreement By and Between the Town of Parker, Colorado and the Board of County Commissioners of the County of Douglas

Department: Engineering/Public Works, Danny Smith

The current Intergovernmental Agreement (IGA) expired on May 1, 2018, and a replacement agreement is needed to formalize the snow removal arrangements. The agreement is for a five-year period and can be amended to reflect changes due to new agreements or annexations.

Public Comment – None

John Diak moved to approve Ordinance No. 9.275 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

G. <u>ORDINANCE NO. 9.269.1</u> - Second Reading
A Bill for an Ordinance Approving the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road Town of Parker (Agreement No. 17-06.08A, Project No. 106741) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

The ordinance amends the previous agreement with Urban Drainage and Flood Control District to contribute additional funding to the project. The previous contribution from Meritage Homes is considered the Town's match. The amendment would be to accept the funds in the amount of $100,000 from Urban Drainage and Flood Control District.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.269.1 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

ADJOURNMENT

The meeting adjourned at 8:46 p.m.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

Prepared by: Chris Vanderpool, Deputy Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date:	May 21, 2018
Submitted By:	Paul Workman, Senior Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**SECOND AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT**

Applicant:	**Meritage Homes**
Location	**Northeast corner of Richlawn Drive and Crowfoot Valley Road**
Department:	**Community Development, Paul Workman**
TrakIt No.	**ANX16-004**

EXECUTIVE SUMMARY

The property owner requests an amendment to the Meadowlark Annexation Agreement in order to align the Annexation Agreement with the property owner's Memorandum of Understanding (MOU) with the Parker Water and Sanitation District. This amendment addresses inclusion of the property into the Parker Water and Sanitation District's boundaries and the payment of associated fees.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 2, 2018, Town Council approved the Meadowlark Annexation Agreement along with applications for annexation, zoning, sketch plan and preliminary plan.

On May 7, 2018, Town Council approved the First Amendment to the Meadowlark Annexation Agreement in order to extend the deadline for the transfer of the ownership of the property.

Paragraph 1.a.ii of the Meadowlark Annexation Agreement requires that the subject property be fully included within the Parker Water and Sanitation District's service area as a condition of annexation. The property owner has a Memorandum of Understanding (MOU) with the Parker

Water and Sanitation District that they will pay all fees associated with the inclusion of the property into the Parker Water and Sanitation District's boundaries 10 days following the expiration of the legal challenge period associated with the annexation and zoning of the subject property as opposed to prior to the annexation. The requested amendment to Paragraph 1.a.ii would align the language in the Meadowlark Annexation Agreement with the language in the MOU between the property owner and the Parker Water and Sanitation District related to the timing of the payment inclusion fees.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map
2. 2nd Amendment to Meadowlark Annexationn Agreement

RECOMMENDED MOTION

I move to approve as part of the consent agenda.

Vicinity Map

SECOND AMENDMENT TO
MEADOWLARK ANNEXATION AGREEMENT

THIS SECOND AMENDMENT TO MEADOWLARK ANNEXATION AGREEMENT (this "**Amendment**") is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "**Town**") and Cherry Creek Project Water Authority, its successors and assigns (hereinafter referred to as the "**Property Owner**").

RECITALS:

A. The Town and the Property Owner are parties to that certain Meadowlark Annexation Agreement, entered into on April 2, 2018, and that certain First Amendment to Meadowlark Annexation Agreement, entered into on May 7, 2018 (collectively, the "**Agreement**"). Initially capitalized terms used herein without definition shall have the same meanings as set forth in the Agreement.

B. Paragraph 1.a.ii of the Agreement requires the full inclusion of the Property into the District by virtue of an Order of Inclusion having been signed by the Douglas County District Court and recorded in the Records.

C. Paragraph 1.a.vii of the Agreement requires the Property Owner to certify in writing, on or before the date which is ten (10) days after the expiration of the legal challenge periods described in Paragraph 1.a.vi of the Agreement, that the conditions precedent described in Paragraph 1.a of the Agreement have been satisfied.

D. Pursuant to that certain Memorandum of Understanding entered into by and between the Property Owner and the District on February 8, 2018, the Property Owner was required to pay inclusion fees to the District on or before the date which is ten (10) days after the expiration of the legal challenge periods.

D. The Property Owner has requested, and the Town has agreed, to amend the Agreement in order to make it consistent with the Memorandum of Understanding.

E. As the District is a party solely to Section 3 of the Agreement pursuant to the express terms thereof, no approval by the District is required in connection with this Amendment.

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

1. Extension of Time for Transfer of Ownership. Section 1.a.ii of the Agreement is hereby amended and restated as follows:

vii. The Property Owner has satisfied the requirements of Paragraph 1 of that certain Memorandum of Understanding, dated February 8, 2018, by and between the Property Owner and the District, which require the Property Owner to, *inter alia*, pay all fees associated with the inclusion to the District on or before that date which is ten (10) days following the expiration of all legal challenge periods associated with the Town's annexation and zoning of the Property.

2. Ratification of Agreement. Except as modified herein, all of the terms of the Agreement shall remain in full force and effect, and the same are hereby ratified. To the extent of any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

[Signature Pages Follow]

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

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

PROPERTY OWNER: **CHERRY CREEK PROJECT WATER AUTHORITY**

By: _____

_____

[*Please print name/title on line.*↑]

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of the Cherry Creek Project Water Authority.

SEAL

_____
Notary Public

Request for Town Council Action

Date: May 21, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **SETTLEMENT AGREEMENT BY AND BETWEEN THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION AND THE TOWN OF PARKER, COLORADO**

Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

The purpose of this agenda item is for Town Council to approve a Settlement Agreement between the Town and the Intermountain Rural Electric Association ("IREA") to resolve certain tax disputes between the Town and IREA.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of settlement agreement is to clarify the applicability of the Town's use tax on IREA's "utility equipment" and the applicability of the Town's use tax on construction equipment and building materials that are not fairly characterized as "utility equipment." Additionally, the purpose of settlement agreement is to clarify the applicability of the Town's sales tax on the use and consumption of electricity for certain industrial and manufacturing, and charitable organizations.

FINANCIAL IMPACT

The impact on sales and use taxes as part of this settlement agreement are de minimis.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Parker-IREA Settlement Agreement

RECOMMENDED MOTION

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

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is effective as of May 21, 2018, ("Effective Date") by and between The Intermountain Rural Electric Association, a Colorado corporation ("the Association") and the Town of Parker, a Colorado home rule municipality ("the Town"). The Association and the Town are each sometimes referred to herein as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Association paid $8,448.00 in use tax to the Town in July 2016 for the purchase of substation and transmission line equipment and then requested a refund of such use tax on November 22, 2016;

WHEREAS, the Town denied the refund request on January 12, 2017, stating that the equipment constituted "construction or building materials" as defined in Section 4.03.030 and subject to use tax under Section 4.03.210 of the Parker Municipal Code ("the Code");

WHEREAS, the Association disagreed with the Town's interpretation of "construction or building materials" in the Code and the assessment of use tax on the Association's Utility Equipment (as hereinafter defined), and on February 9, 2017, the Association requested an informal hearing according to Section 4.03.320(c) of the Code concerning the Town's denial of the Association's request for a refund ("Use Tax Dispute");

WHEREAS, an informal hearing was held on March 13, 2017, and the hearing officer issued a hearing determination notice on April 24, 2017, finding in favor of the Town;

WHEREAS, the Association appealed the hearing officer's determination to the Colorado Department of Revenue ("CDOR") pursuant to C.R.S. § 29-2-106.1 on May 24, 2017, and the Parties received notice on October 5, 2017, that the appeal was assigned to a CDOR hearing officer;

WHEREAS, the Association also disagreed with the Town's application of its sales tax on customers with possible charitable or industrial purposes and on March 31, 2017, the Association requested an informal hearing according to Section 4.03.320(c) of the Code concerning the Town's assessment of sales tax on these purported tax-exempt entities or activities ("Sales Tax Dispute");

WHEREAS, an informal hearing was held on June 20, 2017, and the hearing officer issued a hearing determination notice on July 6, 2017, finding in favor of the Association;

WHEREAS, the Parties desire to resolve both the Use Tax Dispute and the Sales Tax Dispute to avoid the time and expense of litigation and release any and all Claims (as hereinafter defined) that either Party has or may have against the other Party related to the Use Tax Dispute and the Sales Tax Dispute by entering into this Settlement Agreement; and

WHEREAS, these recitals are incorporated into and constitute a part of this Settlement Agreement.

NOW THEREFORE, in consideration of the mutual covenants and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Town each intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Refund of Use Tax. Within thirty (30) days following the Effective Date, the Town shall refund the use tax paid by the Association in July 2016, in the amount of $8,448.00.

2. Completion of Audit. Within thirty (30) days following the Effective Date, the Town shall close the audit for the period of July 1, 2013, to June 30, 2016, with respect to use tax and all purchases of construction and building materials. The Town further agrees not to perform a use tax audit of the Association for the period of July 1, 2016, through the Effective Date.

3. Withdrawal of CDOR Appeal. Within thirty (30) days following the Association's receipt of the refund stipulated in paragraph 1 or the close of the audit period specified in paragraph 2 herein, whichever is later, the Association shall file a request with the CDOR to withdraw its appeal dated May 24, 2017, and the Association shall take all reasonable steps to confirm that such appeal is dismissed by the CDOR.

4. Use Tax Applicability.

   a. The Parties agree that the Association's generation, transmission, and distribution assets, including, but not limited to, substations, transformers, reclosers, regulators, capacitors, conductors, cables, communications fiber and equipment, steel and wood poles, circuit breakers, switchgear, insulators, network control systems, fault indicators, power control assembly units, meters, interconnection equipment, energy storage facilities, and other industrial equipment used to generate, transmit, and distribute electric energy ("Utility Equipment"), by their nature are not "construction or building materials" or "construction and building materials," as defined by the Code regardless of how such Utility Equipment is installed, and, therefore, are not subject to the Town's construction and building materials use tax as imposed by Section 4.03.210 of the Code

   b. The Parties further agree that Utility Equipment is not subject to use tax under any provision of the Code as enacted as of the Effective Date.

   c. The Parties also agree that nothing herein exempts the Association from paying use tax on construction equipment or on construction and building materials that are not fairly characterized as Utility Equipment because the items are not used

solely to generate, transmit or distribute electric energy. By way of example and not limitation, if the Association constructs an office building, warehouse, residence, or other type of project or structure that is not solely used to generate, transmit or distribute electric energy, the Town's construction and building materials use tax may apply.

5. Sales Tax Collection.

a. If the Town amends the Code after the Effective Date with language reasonably construed by the Town to assess sales tax on the use or consumption of electricity for certain industrial or manufacturing uses, distinguishing the Code from the Colorado exemption in § 39-26-715(2)(b)(I), C.R.S., the Association shall collect the Town's sales tax on such customers unless presented with a Town certificate showing the entity's tax-exempt status.

b. If the Town amends the Code after the Effective Date with language reasonably construed by the Town to assess sales tax on charitable organizations, distinguishing the Code from Colorado state law as discussed in the Decision of the Hearing Officer dated July 6, 2017, the Association shall collect the Town's sales tax on such customers unless presented with a Town certificate showing the entity's tax-exempt status.

c. If the Town proposes to amend the Code as contemplated in sections 5.a. and 5.b., the Town will give the Association prior written notice that such amendment will be considered by the Town Council and written notice within a reasonable time following the approval of any such amendment.

6. Mutual Releases. The Parties do hereby forever release and discharge each other and their respective citizens, members, officers, directors, employees, agents, representatives, attorneys, contractors, predecessors, successors and assigns from any and all claims, controversies, liabilities, obligations, payments, reimbursements, set offs, recoupment, amounts due and/or owing, duties, injuries, demands, actions, causes of action, suits, losses, promises, acts, agreements, damages, costs and expenses of any kind or nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon law or equity, now existing or hereafter asserted arising out of or relating to any and all circumstances, disputes, or disagreements that now exist or may have existed regarding the Use Tax Dispute and the Sales Tax Dispute prior to the Effective Date hereof (collectively, the "Claims").

7. Settlement. The Parties each hereby acknowledge full settlement, accord and satisfaction of the Use Tax Dispute and the Sales Tax Dispute and any and all Claims prior to the Effective Date hereof. It is the intention of each of the Parties to settle the Use Tax Dispute and the Sales Tax Dispute and all actual or potential Claims they may have against the other Party, including but not limited to, any and all Claims sounding in statute, tort, contract, equity or other common law claims, and all claims for payment, reimbursement, compensation, set off, recoupment, damages, penalties,

costs and expenses, including attorneys' fees and other legal expenses, if any, which one or more Parties may have against another Party arising out of or related to any and all circumstances, disputes, or disagreements that have existed or may exist regarding the Use Tax Dispute and the Sales Tax Dispute or Claims prior to the Effective Date hereof.

8. Representations. Each of the Parties represents and warrants to the other Party that:

   a. it has entered into this Settlement Agreement and executed this Settlement Agreement voluntarily and willingly; and

   b. it has relied upon the legal advice of its attorneys, who are the attorneys of its own choice and that the terms of this Settlement Agreement have been completely read and explained to it by its attorneys, and that those terms are fully understood and voluntarily accepted by it.

9. Not Construed Against Drafter. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, it shall not be construed against any of the Parties on the basis that such Party initially drafted or was involved in the drafting of the Settlement Agreement or any particular provision.

10. Costs and Attorneys' Fees. Each of the Parties agrees to bear its own costs and attorneys' fees in connection with the Use Tax Dispute and the Sales Tax Dispute and with any Claims and in connection with the negotiation, documentation, and implementation of this Settlement Agreement.

11. Counterparts. This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original. This Settlement Agreement may only be amended in writing, which amendment may also be signed in counterparts.

12. Further Assurances. The Parties agree to execute all such further and additional documents as shall be required, reasonable, convenient, necessary, or desirable to carry out the provisions of this Settlement Agreement.

13. Applicable Law. Colorado law shall govern the interpretation of this Settlement Agreement, without giving effect to principles of conflicts of law. Its language shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. In any action alleging breach of this Settlement Agreement, the prevailing Party shall be entitled to a recovery of attorneys' fees and costs.

14. No Third-Party Beneficiaries. Nothing in this Settlement Agreement shall confer any rights upon any person or entity who is not a party to this Settlement Agreement, nor shall anything in this Settlement Agreement be construed as creating an obligation by any Party to any non-party to this Settlement Agreement.

15. Severability. Should any provision of this Settlement Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

16. Complete Agreement. This Settlement Agreement constitutes the entire agreement between the Parties with regard to the subject matter of this Settlement Agreement and shall be binding upon and inure to the benefit of the successors and permitted assigns of each. This Settlement Agreement supersedes all prior and contemporaneous representations, contracts or agreements of any nature with regard to the subject matter hereof. Any modification of any provision of this Settlement Agreement shall not be valid unless in writing and executed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by a duly authorized representative on the dates set forth below, but this Settlement Agreement shall be effective as of the Effective Date.

THE INTERMOUNTAIN RURAL ELECTRIC ASSOCIATION,
a Colorado nonprofit corporation

By: Patrick B Mooney

Name: Patrick B. Mooney

Title: Chief Executive Officer

Date: May 9, 2018

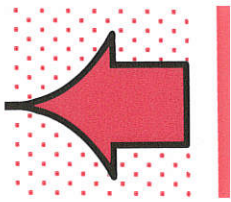
THE TOWN OF PARKER,
a Colorado home rule municipality

By: _____

Name: Mike Waid

Title: Mayor

Date: _____



ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.114.1 - First Reading**
A Bill for an Ordinance Amending the Vertical and Horizontal Alignment and the Grade of Kings Point Way from the Cottonwood Drive Intersection to Approximately 850 Feet North of Cottonwood Drive Intersection

Department: **Engineering and Public Works, Chris Hudson**

Second Reading: **June 4, 2018**

EXECUTIVE SUMMARY

The Town would like to commence the construction of Kings Point Way north of Cottonwood Drive in 2018. Since this is a new Town roadway, the Town must establish the vertical alignment, the horizontal alignment and the grade for this roadway. Based on additional design effort by adjacent development, the profile of this roadway that was established in 2017 needs to be adjusted and an amending ordinance is required.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Due to the continued development of the Crown Point development and the proposed Kings Point development north of Cottonwood Drive, a roadway parallel to Parker Road (State Highway 83) is needed to support the anticipated traffic. Kings Point Way will be a parallel collector roadway to the east of Parker Road to provide an alternative route for traffic in the area. The construction of Kings Point Way between Cottonwood Drive on the south and the proposed Aurora Parkway on the north will be a community enhancement to support the economic development of this area.

Ultimately a half-mile (2,600 feet) of collector roadway will be constructed to link Cottonwood Drive with the proposed Aurora Parkway. The roadway will be a three (3) lane non-residential

collector roadway with bike lanes and sidewalks. Due to anticipated phased development in the area and contemplated development agreements, the Town is anticipating to construct the roadway in two (2) phases. The construction of the southern half of Kings Point Way is anticipated to begin in 2018. A northern phase will occur in the future (to be determined) as development occurs in the area and following when Aurora Parkway is constructed.

Town Council approved Ordinance 4.114 on October 16, 2017. That ordinance established the vertical alignment, horizontal alignment and the grade of this new Town roadway for approximately 850 feet north of the Cottonwood Drive intersection. Beyond (or north of) this point, the roadway will exist within the incorporated boundary of the City of Aurora and is the reason that this ordinance does not go the entire length of the proposed roadway. This ordinance is being proposed so that future development that occurs adjacent to this roadway will be able to determine the vertical alignment, horizontal alignment and the grade of Kings Point Way. In April of 2018, additional engineering of the development adjacent to the west side of Kings Point Way determined a clearance issue with proposed driveways versus an existing petroleum pipeline adjacent to the roadway. In order to address this clearance issue, the profile of the roadway is being amended vertically up on the northern end of the profile and an amending ordinance is required.

FINANCIAL IMPACT

Funding for this roadway capital improvement project is part of the 2018 budget process. The revised profile will not affect the overall project cost.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 4.114.1

RECOMMENDED MOTION

I move to approve Ordinance No. 4.114.1 on first reading and to schedule second reading for June 4, 2018, as part of the consent agenda.

ORDINANCE NO. 4.114.1 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE AMENDING THE VERTICAL AND HORIZONTAL ALIGNMENT AND THE GRADE OF KINGS POINT WAY FROM THE COTTONWOOD DRIVE INTERSECTION TO THE APPROXIMATELY 850 FEET NORTH OF THE COTTONWOOD DRIVE INTERSECTION

WHEREAS, the Town of Parker Master Plan contains a major roadway plan for the construction of the road network that is necessary for the proper development of the Town of Parker;

WHEREAS, the major roadway plan is implemented by the capital improvements plan for roads which have been adopted by the Town of Parker;

WHEREAS, the Town of Parker adopted the "Town of Parker, Colorado Roadway Design and Construction Criteria Manual" to establish standards for the design and construction of roadways within the Town of Parker;

WHEREAS, due to the rapid growth both within and without the Town of Parker, it is necessary to begin designing certain roadways to be developed according to the Town of Parker Master Plan;

WHEREAS, the Town of Parker has determined the proper vertical and horizontal alignment, design and grade for that portion of Kings Point Way as indicated on **Replacement Exhibit A**, which is attached hereto and incorporated herein by this reference, shall be based on the consideration of several factors, including, but not limited to, roadway design requirements, topographical constraints, drainage, impact to adjacent homeowners, the current and planned improvements to the roadways within the Town of Parker, past experience, and the intended use of those roadways identified in this Ordinance;

WHEREAS, the alignment design and grade for Kings Point Way was chosen for that portion of Kings Point Way identified in this Ordinance, because it meets the standards contained in the Town of Parker, Colorado Roadway Design and Construction Criteria Manual for safe travel routes based on the design speed and minimum right-of-way width for Kings Point Way;

WHEREAS, on October 16, 2017, the Town Council passed Ordinance No. 4.114, Series of 2017, which established the vertical and horizontal alignment and grade of Kings Point Way; and

WHEREAS, the Town desires to amend the vertical and horizontal alignment and grade of that portion of Kings Point Way depicted on Replacement Exhibit A.

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

Section 1. The Town Council of the Town of Parker hereby amends the vertical and horizontal alignment design and grade for that portion of Kings Point Way as set forth in Replacement Exhibit A.

Section 2. The Town Council of the Town of Parker directs the Director of Engineering/Public Works to ensure that a detailed survey of the area depicted in the alignment design and grade as shown on Replacement Exhibit A is on file with the Town of Parker Department of Engineering/Public Works.

Section 3. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 4. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

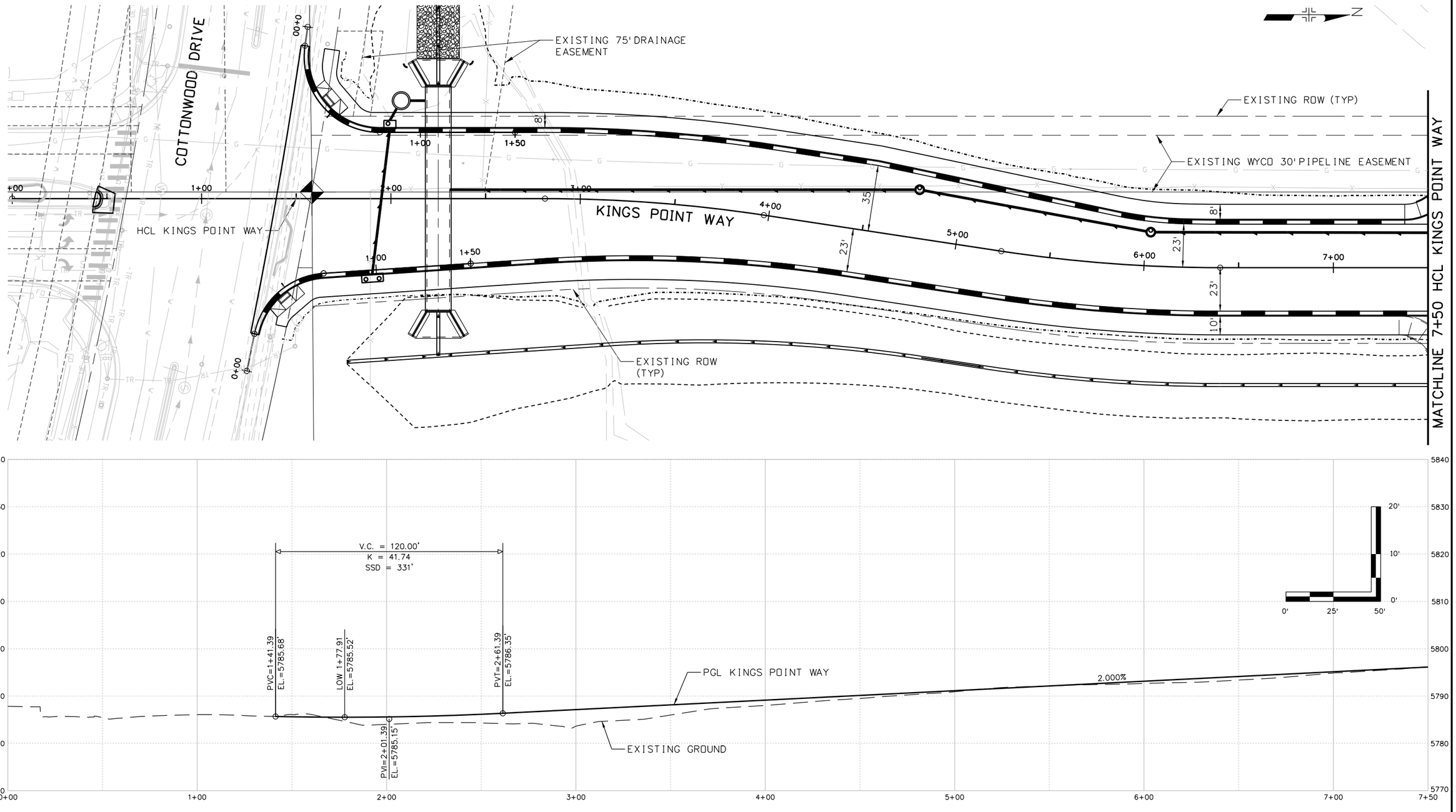


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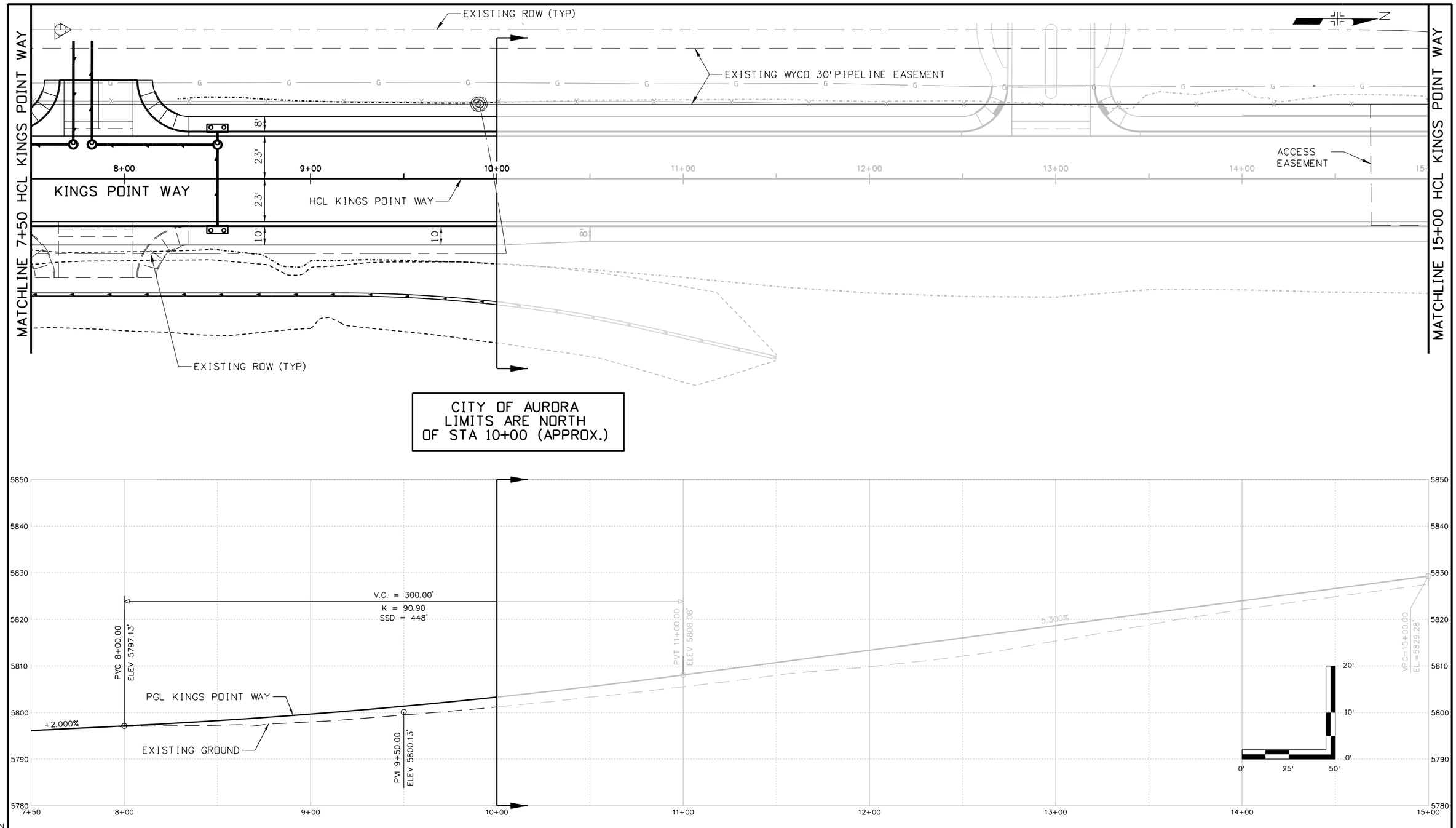
Exhibit Plan and Profile Sht 1

Print Date: 5/3/2018	Sheet Revisions		
File Name: Exhibit Plan and Profile Sht 1	Date:	Comments	Init.
Horiz. Scale: 1:50 Vert. Scale:			
Stanley Consultants INC. 8000 South Chester Street Suite 500 Centennial, CO 80112 Phone: 303-799-6806			

PARKER COLORADO

As Constructed	KINGS POINT WAY COTTONWOOD DRIVE TO AURORA PARKWAY PROFILE AND GRADE ORDINANCE PLAN 0+00 TO 7+50		Project No./Code
No Revisions:			
Revised:			
Void:	Designer: P. RONDINONE	Checker: J. BINNING	
	Detailer: P. RONDINONE	Drawing Number: 1 of 2	Sheet Number



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Print Date: 5/3/2018	
File Name: Exhibit_P&P_02	
Horiz. Scale: 1:50	Vert. Scale:

Stanley Consultants INC.
8000 South Chester Street
Suite 500
Centennial, CO 80112
Phone: 303-799-6806

Sheet Revisions

Date:	Comments	Init.

PARKER COLORADO

As Constructed

No Revisions:	
Revised:	
Void:	

KINGS POINT WAY
COTTONWOOD DRIVE TO AURORA PARKWAY
PROFILE AND GRADE ORDINANCE PLAN
7+50 TO 15+00

Designer:	P. RONDINONE	Checker:	J. BINNING
Detailer:	P. RONDINONE	Drawing Number:	2 of 2

Project No./Code

Sheet Number

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Doreen Jokerst, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.40 - First Reading**
A Bill for an Ordinance Repealing Section 12.02.120 and Amending Chapter 8.07 of the Parker Municipal Code by the Addition of New Sections 8.07.100 and 8.07.110 Concerning Unauthorized Camping on Public Property and Sitting and Lying Down in the Public Right-of-Way

Department: **Police Department, Doreen Jokerst**
Second Reading: **June 4, 2018**

EXECUTIVE SUMMARY

The Town has seen an increase with urban camping. Currently, the only ban on camping in Town is on "park lands," which include "all public recreation lands, waters or facilities owned, leased or operated by the Town." This ordinance addresses camping on public property and provides that no citations will be issued for camping until a warning is given and there is no compliance. The ordinance also makes it unlawful for anyone to sit, kneel, recline or lie upon the public right-of-way during high traffic times; again, no citations will be issued until after a warning is given and there is no compliance.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has seen an increase with urban camping. Currently, the only ban on camping in Town is on "park lands," which include "all public recreation lands, waters or facilities owned, leased or operated by the Town." The problems that the Town has encountered with urban camping on public property is the outdoor storage of personal belongings not only in Town open space, but in other public areas of the Town. Prior to the Town removal of personal belongings, the Town ordinance provides "notice and opportunity to be heard" to campers. Notice will be provided by posting a sign at the campsite that sets a date and time for removal. Once the notice is posted, the Town would engage in an outreach to contact any individuals within the vicinity

of the camp to determine if the individual(s) are in need of medical or human services assistance. Once the removal starts, the Town may dispose any item that is perishable or in an unsanitary condition. Illegal items, such as illicit drugs and any items that appear to be the evidence of a crime, will be turned over to law enforcement. However, personal items that have apparent utility, such as identification, eyeglasses, money or jewelry, will be held for a period of at least thirty (30) days and made available at the police department for recovery by the owner. The ordinance provides that no citations will be issued for camping until a warning is given and there is no compliance. The ordinance also makes it unlawful for anyone to sit, kneel, recline or lie upon the public right-of-way during high traffic times, but no citations will be issued until after a warning is given and there is no compliance.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 5.06.40

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.40 on first reading and to schedule second reading on June 4, 2018 for as part of the consent agenda.

ORDINANCE NO. 5.06.40 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE REPEALING SECTION 12.02.120 AND AMENDING CHAPTER 8.07 OF THE PARKER MUNICIPAL CODE BY THE ADDITION OF NEW SECTIONS 8.07.100 AND 8.07.110 CONCERNING UNAUTHORIZED CAMPING ON PUBLIC PROPERTY AND SITTING AND LYING DOWN IN THE PUBLIC RIGHT-OF-WAY

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

Section 1. Section 12.02.120 of the Parker Municipal Code is hereby repealed in its entirety.

Section 2. Chapter 8.07 of the Parker Municipal Code is hereby amended by the addition thereto of a new Section 8.07.100, to read as follows:

8.07.100 Unauthorized camping on public property prohibited.

(a) Legislative intent.

(1) To protect the public health, safety and welfare of the Town and its residents by prohibiting undesirable activities or conduct on public property which may substantially interfere with the public's use and enjoyment of such public places.

(2) To allow for the removal of personal property reasonably believed to be the result of unauthorized camping upon reasonable and adequate notice and providing an opportunity for individuals to retrieve removed personal property upon request to the Town.

(b) In this Section, the following words and phrases shall have the meanings respectively ascribed to them as follows:

Camp means to reside or dwell temporarily in a place, with shelter. The term "*shelter*" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "*reside or dwell*" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions.

Personal property means any item that is reasonably recognizable as belonging to a person and that has apparent utility, including, without limitation, personal identification, eyeglasses, money or jewelry.

Public place means any street, alley, sidewalk, pedestrian or transit mall, bike path, greenway, or any other structure or area encompassed within the public right-of-way; any park, parkway, mountain park, or other recreational facility; or any other grounds, buildings, or other facilities owned or leased by the Town or by any other public owner, regardless of whether such public property is vacant or occupied and actively used for any public purpose.

(c) It shall be unlawful for any person to camp upon any public property, except in a location where camping has been expressly allowed pursuant to a permit or as otherwise authorized by the Town.

(d) No officers of the Town of Parker Police Department shall issue a citation, make an arrest or otherwise enforce this Section against any person unless:

(1) The officer orally requests or orders the person to refrain from the alleged violation of this Section and, if the person fails to comply after receiving the oral request or order, the officer tenders a written request or order to the person warning that if the person fails to comply the person may be cited or arrested for a violation of this Section; and

(2) The officer attempts to ascertain whether the person is in need of medical or human services assistance, including, but not limited to, mental health treatment, drug or alcohol rehabilitation, or homeless services assistance. If the officer determines that the person may be in need of medical or human services assistance, the officer shall make reasonable efforts to contact and obtain the assistance of a designated human service outreach worker, who in turn shall assess the needs of the person and, if warranted, direct the person to an appropriate provider of medical or human services assistance in lieu of the person being cited or arrested for a violation of this Section. If the officer is unable to obtain the assistance of a human services outreach worker, if the human services outreach worker determines that the person is not in need of medical or human services assistance, or if the person refuses to cooperate with the direction of the human services outreach worker, the officer may proceed to cite or arrest the person for a violation of this Section so long as the warnings required by Paragraph (1) of this Subsection have been previously given.

(e) Cleanup of unauthorized camping sites. Upon violation of this Section, officers may remove and store all unclaimed personal property found at an unauthorized camping site. Illegal items, such as illicit drugs and any items that reasonably appear to be evidence of a crime will be turned over to the appropriate law enforcement agency. Any items otherwise not regarded as having apparent utility or that are in an unsanitary condition will be immediately discarded. Removal of personal property under this Section shall be executed pursuant to the following procedure:

(1) At least seventy-two (72) hours prior to the proposed cleanup date, the Town will post a notice stating the date and time of the cleanup. The notice will be posted in the general vicinity of the personal property to be removed.

(2) In the event of the existence of a condition posing an imminent danger of damage or injury to or loss of life, limb, property or health, the Town shall provide a notice of cleanup no more than twenty-four (24) hours prior to the proposed cleanup date.

(3) Personal property removed from illegal camp sites shall be stored in a secure location and shall be held for a period of at least thirty (30) days from the date the cleanup occurred.

(4) An individual may claim ownership of an item of personal property within thirty (30) days from the last date that the cleanup occurred. The Town will not return items reasonably believed to be marijuana or products containing marijuana, and will dispose of such products in accordance with its Parker Police Department policies and procedures for the disposal of illicit substances.

(5) After the thirty- (30-) day storage period elapses, unclaimed personal property will be disposed of by either discarding, recycling, or otherwise disposing of such items as determined by the Chief of Police.

Section 3. Chapter 8.07 of the Parker Municipal Code is hereby amended by the addition thereto of a new Section 8.07.110, to read as follows:

8.07.110 Sitting or lying down in the public right-of-way.

(a) Legislative findings. The Town Council finds and determines that intentionally blocking, obstructing or interfering with the safe or free passage of a pedestrian or vehicle by any means in high traffic areas, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid contact, is a public safety concern without regard to the speech of the individual who is intentionally blocking, obstructing or interfering with the safe or free passage of a pedestrian or vehicle, and that such conduct should be regulated to address the public safety concerns caused by individuals taking evasive action to avoid such contact.

(b) Unlawful. It shall be unlawful for any person to sit, kneel, recline or lie down upon the surface of any public right-of-way, or upon any bedding, chair, stool, or any other object placed upon the surface of the public right-of-way, between the hours of seven o'clock (7:00) a.m. and ten o'clock (10:00) p.m. daily and between the hours of ten o'clock (10:00) p.m. and three o'clock (3:00) a.m. on Friday and Saturday nights.

(c) Definitions. For the purposes of this Section, the term below shall have the following meaning:

Public right-of-way means any street, sidewalk, trail, path, alley, parkway, curb, median, jersey wall, traffic island or any other publicly owned property intended or used for pedestrian, recreational or vehicular travel located adjacent to nonresidentially zoned areas of the Town.

(d) Defense. It is an affirmative defense to a violation of this Section that a person:

(1) Sits, kneels, reclines or lies down upon the public right-of-way due to a medical emergency;

(2) As a result of a medically confirmable disability, utilizes a wheelchair, walker or other similar mobility supporting device to move about the public right-of-way;

(3) Is operating or patronizing a commercial establishment located in the public right-of-way pursuant to any permit or license issued by the Town;

(4) Sits or kneels on the public right-of-way when attending a parade, festival, performance, rally, demonstration, meeting or similar special event conducted in the public right-of-way pursuant to any permit or license issued by the Town;

(5) Sits upon an object intended for sitting in the public right-of-way furnished by the Town or by any other public agency; or

(6) Sits upon a public sidewalk at or near a transit stop while waiting for public transportation.

(e) Notification by law enforcement. No law enforcement officer shall issue a citation, make an arrest, or otherwise enforce this Section against any person, unless the person engages in conduct prohibited by this Section after having first been notified by a law enforcement officer that the conduct violates this Section.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this ordinance was posted in two public places two days before the Town Council meeting as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-040**
A Resolution Accepting the Conveyance of a Drainage Easement from Takoda Tavern, L.L.C., for Lot 7, Robinson Ranch Filing No. 2, 2nd Amendment

Department: **Engineering/Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a Resolution accepting the conveyance of a drainage easement covering drainage improvements proposed with the Site Plan for Takoda Tavern L.L.C., Lot 7, Robinson Ranch Filing No. 2, Second Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

FINANCIAL IMPACT

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

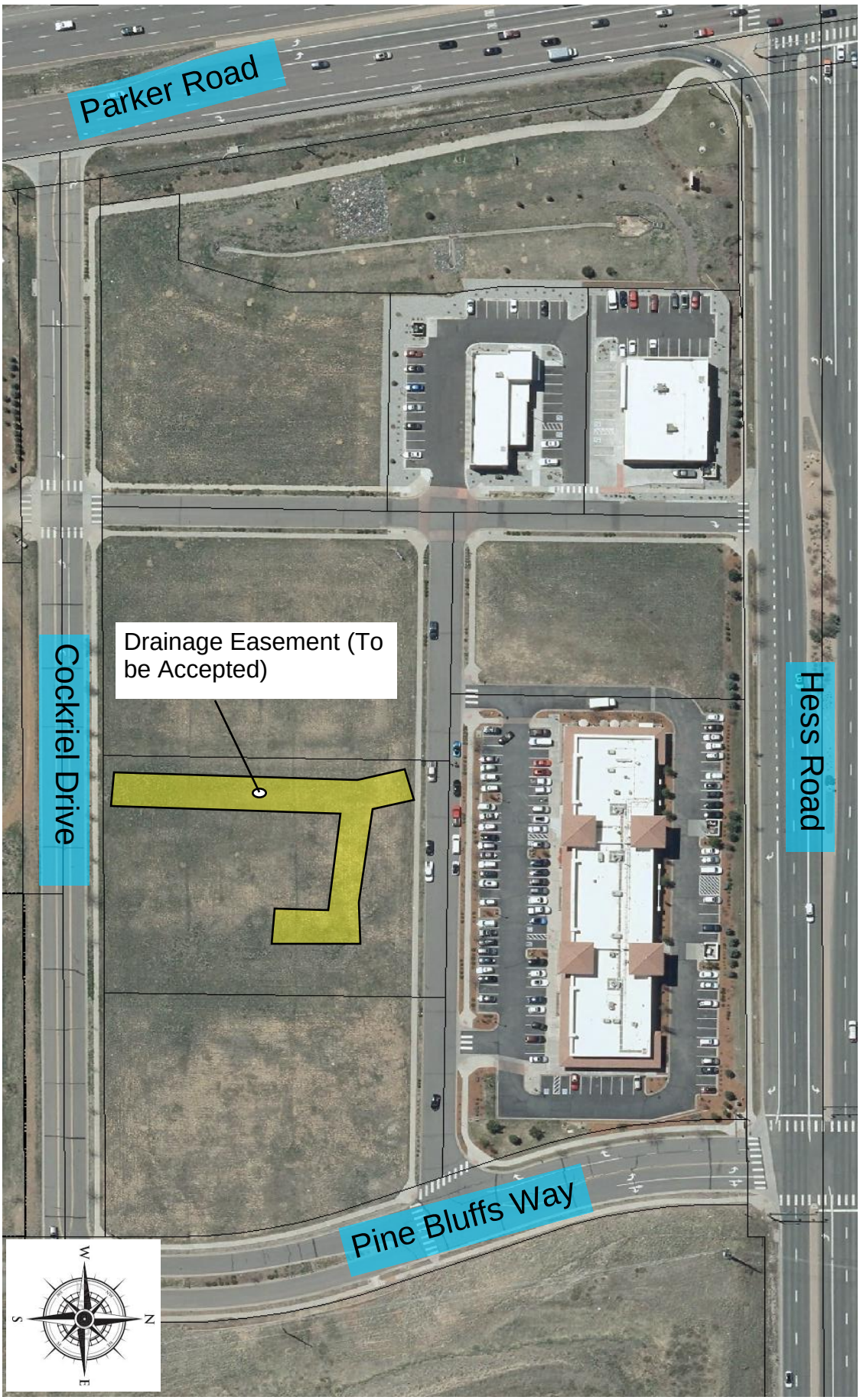
STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map, Takoda Tavern
2. Resolution 18-040, Takoda Tavern

RECOMMENDED MOTION

I move to approve Resolution No. 18-040, as part of the consent agenda.


Parker Road
Cockriel Drive
Drainage Easement (To be Accepted)
Hess Road
Pine Bluffs Way
W
S
N
E

RESOLUTION NO. 18-040, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM TAKODA TAVERN, L.L.C., FOR LOT 7, ROBINSON RANCH FILING NO. 2, 2ND AMENDMENT

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Takoda Tavern, L.L.C., for Lot 7, Robinson Ranch Filing No. 2, 2nd Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Takoda Tavern, L.L.C., a Colorado limited liability company, having an address at 12311 Pine Bluffs Way #A, Parker, Colorado, 80134 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

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

3. Operation and Maintenance.

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

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

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

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

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

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

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

by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

GRANTOR: TAKODA TAVERN, L.L.C., a Colorado limited liability company

_____
Robert Nobles, Owner

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robert Nobles, as Owner, of Takoda Tavern, L.L.C., a Colorado limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE: TOWN OF PARKER

_____

Mike Waid, Mayor

ATTEST:

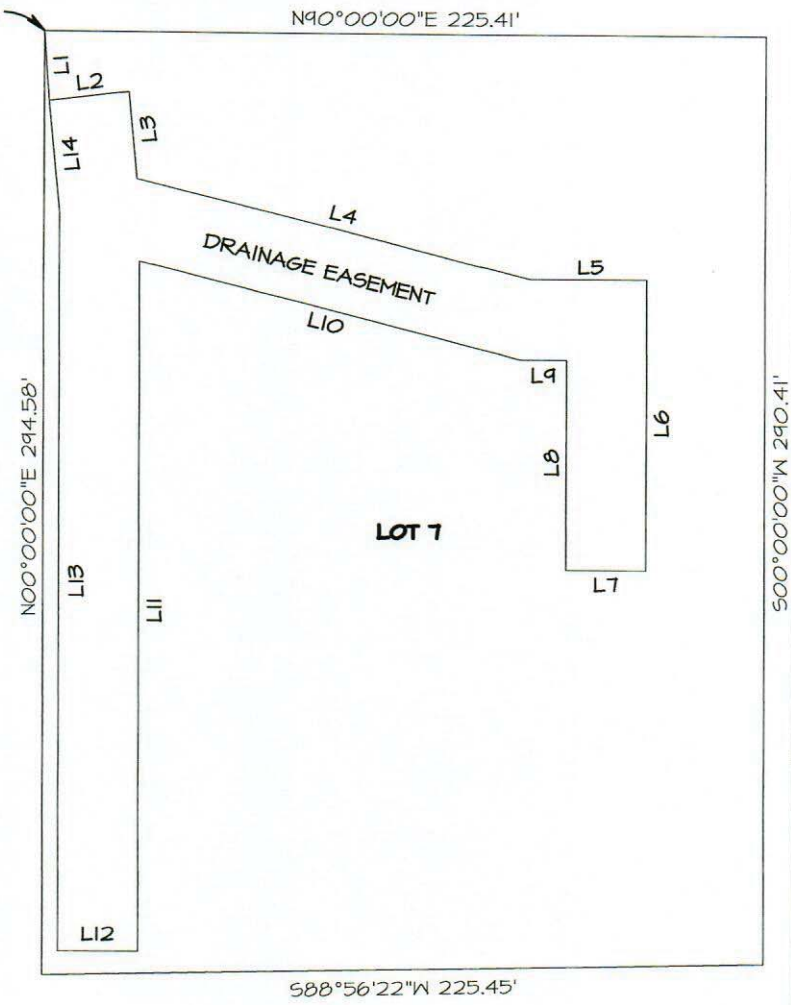
_____

Carol Baumgartner, Town Clerk

EXHIBIT A

DRAINAGE EASEMENT
LOT 7, ROBINSON RANCH FILING NO. 2, 2ND AMENDMENT
SEC. 34, T6S, R66W, 6TH P.M., DOUGLAS COUNTY, COLORADO

LINE	BEARING	DISTANCE
L1	S04°14'50"E	21.52'
L2	N83°21'28"E	25.00'
L3	S05°30'20"E	27.01'
L4	S75°49'47"E	126.96'
L5	N90°00'00"E	36.33'
L6	S00°00'00"W	90.42'
L7	S89°57'19"W	25.00'
L8	N00°00'00"E	65.44'
L9	N90°00'00"W	14.43'
L10	N75°49'47"W	122.77'
L11	S00°00'17"E	215.48'
L12	S89°59'45"W	25.00'
L13	N00°00'17"W	230.45'
L14	N05°30'20"W	35.21'



GRAPHIC SCALE 1"=60'

0 60 120

Signed _____ 12-2017
Professional Land Surveyor

SCALE: 1"=60'	
DATE: 12-20-2017	
REVISIONS	

G:\Drawings\2017\17-0141\DRAINAGE EXHIBIT.pro
Wed Dec 20 09:46:06 2017 Job No. 17-0141

DAVID E. ARCHER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS & ENGINEERS
105 Wilcox Street * Castle Rock, CO 80104
PHONE (303) 688-4642 * FAX (303) 688-4675 * karcher@davidearcher.com

Job No. 17-0141
December 20, 2017

PROPERTY DESCRIPTION: Drainage Easement

An easement situated in Lot 7, Robinson Ranch Filing No. 2, 2nd Amendment, Douglas County, Colorado, more particularly described as follows:
Commencing at the Northwest corner of Lot 7 and considering the West line of Lot 7 to bear N 00°00'00"E with all bearings contained herein relative thereto;
Thence S 04°14'50"E a distance of 21.52 feet to the True Point of Beginning;
Thence N 83°21'28"E a distance of 25.00 feet;
Thence S 05°30'20"E a distance of 27.01 feet;
Thence S 75°49'47"E a distance of 126.96 feet;
Thence N 90°00'00"E a distance of 36.33 feet;
Thence S 00°00'00"W a distance of 90.42 feet;
Thence S 89°57'19"W a distance of 25.00 feet;
Thence N 00°00'00"E a distance of 65.44 feet;
Thence N 90°00'00"W a distance of 14.43 feet;
Thence N 75°49'47"W a distance of 122.77 feet;
Thence S 00°00'17"E a distance of 215.48 feet;
Thence S 89°59'45"W a distance of 25.00 feet;
Thence N 00°00'17"W a distance of 230.45 feet;
Thence N 05°30'20"W a distance of 35.21 feet to the Point of Beginning.
This description was prepared under the direct supervision of Dee Allen Bird (PLS 25933), for and on behalf f David E. Archer & Associates, Inc.

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-041**
A Resolution Accepting the Conveyance of a Drainage Easement from Runway 2 Fitness LLC, for a Portion of Lot 3, Olde Town at Parker Filing No. 1A, First Amendment

Department: **Engineering/Public Works, Tyler Sandt**

EXECUTIVE SUMMARY

This item accompanies a resolution accepting the conveyance of a drainage easement covering the drainage improvements proposed with the Site Plan for Lot 3, Olde Town at Parker Filing No. 1A, First Amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

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

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

FINANCIAL IMPACT

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

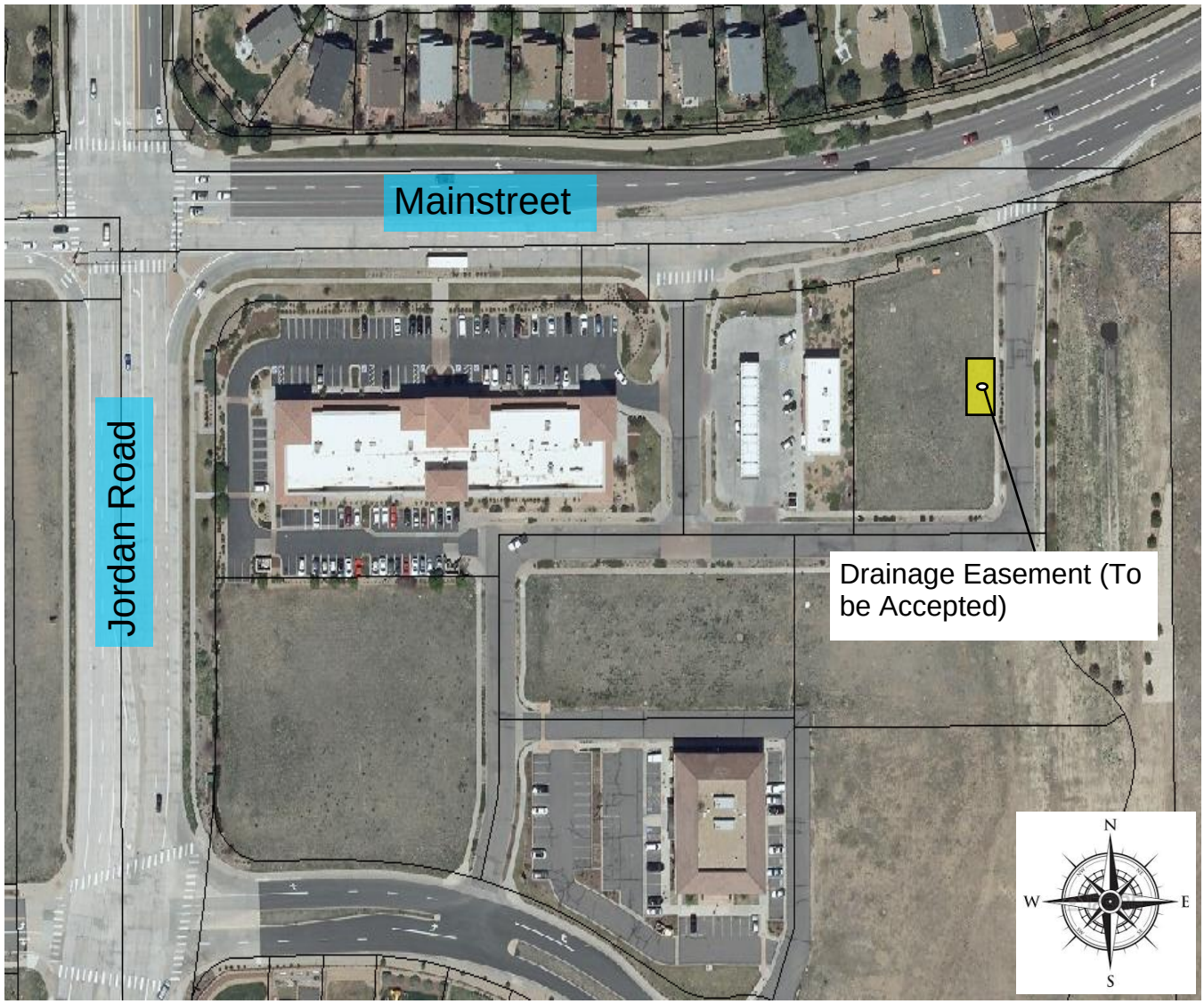
STRATEGIC GOAL(S)

ATTACHMENTS

1. Vicinity Map, Olde Town Fitness
2. Resolution 18-041, Olde Town Anytime Fitness

RECOMMENDED MOTION

I move to approve Resolution No. 17-026, as part of the consent agenda.


Mainstreet
Jordan Road
Drainage Easement (To be Accepted)
N
W
E
S

RESOLUTION NO. 18-041, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM RUNWAY 2 FITNESS LLC, FOR A PORTION OF LOT 3, OLDE TOWN AT PARKER FILING NO. 1A, FIRST AMENDMENT

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of the maintenance of a drainage pipe and appurtenant drainage facilities from Runway 2 Fitness LLC, for a portion of Lot 3, Olde Town at Parker Filing No. 1A, First Amendment, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2018, by Runway 2 Fitness LLC, a Colorado limited liability company, having an address at 21931 E. Ridge Trail Circle, Aurora Colorado, 80016 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

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

3. Operation and Maintenance.

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

drainage facilities covered by Chapter 4.08 of the Parker Municipal Code or to maintain and operate the drainage facilities in the manner described herein.

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

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act,

and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

GRANTOR: RUNWAY 2 FITNESS, LLC,
a Colorado limited liability company

_____
By: William E. Scaff, Owner

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by William E. Scaff, as Owner of Runway 2 Fitness, LLC, a Colorado limited liability company.

My commission expires: _____

(S E A L)

_____
Notary Public

GRANTEE: TOWN OF PARKER

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549-7992

SCALE 1" = _____ CHECKED BY: _____ JOB NO. 2018-01 SHEET 1 OF 2

NOTES _____ DATE 12 / 06 / 17 BY PONS

25' DRAINAGE EASEMENT

LEGAL DESCRIPTION:

A 25.00 FOOT WIDE DRAINAGE EASEMENT, BEING A PORTION OF LOT 3, OLDE TOWN AT PARKER FILING No. 1A, FIRST AMENDMENT AS RECORDED UNDER RECEPTION No. 2007094472, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3;
THENCE N00°00'00"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 94.92 FEET;
THENCE S90°00'00"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST LINE OF A 30.00 FOOT WIDE ACCESS EASEMENT AS SHOWN ON SAID PLAT OF OLDE TOWN AT PARKER FILING No. 1A, FIRST AMENDMENT;
THENCE N89°53'39"W A DISTANCE OF 25.00 FEET;
THENCE N00°00'00"W A DISTANCE OF 64.00 FEET;
THENCE S89°53'39"E A DISTANCE OF 25.00 FEET, TO A POINT ON SAID WEST LINE;
THENCE S00°00'00"E ALONG SAID WEST LINE, A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING CONTAINING 1600 SQUARE FEET OR 0.0367 ACRES MORE OR LESS.

BEARINGS ARE BASED UPON THE EAST LINE OF LOT 3, OLDE TOWN AT PARKER FILING No. 3

SURVEYOR'S CERTIFICATION

I, HAROLD J. PONSERELLA HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

HAROLD J. PONSERELLA LS 29766
DATE 12-06-17
FOR AND ON BEHALF OF COTTONWOOD SURVEYING AND ASSOC., INC. STRASBURG, COLORADO 80136

EXHIBIT A

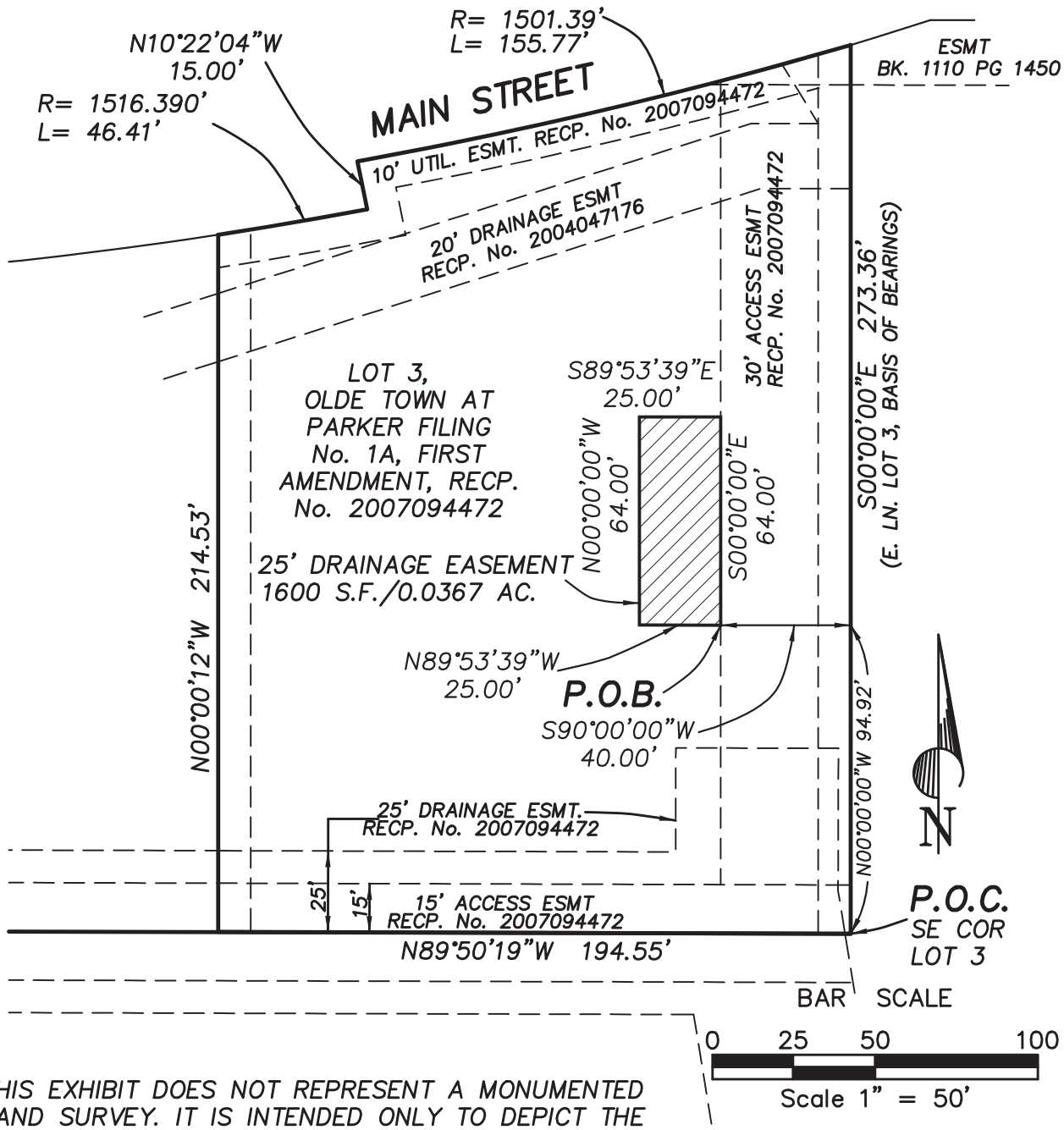
COTTONWOOD SURVEYING AND ASSOCIATES, INC

P.O. BOX 694, STRASBURG, CO OFFICE (303) 549–7992

SCALE 1" = 50' CHECKED BY: _____ JOB NO. 2018–01 SHEET 2 OF 2

NOTES _____ DATE 12 / 06 / 17 BY PONS

25' DRAINAGE EASEMENT
EXHIBIT 'A'



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

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Stacey Nerger, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-042**
A Resolution Finding Substantial Compliance of the Pine Lane/Parker Road Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on July 2, 2018, for the Purpose of Considering Said Annexation

Department: **Community Development, Stacey Nerger**
TrakIt No. **ANX18-002**

EXECUTIVE SUMMARY

The Town has identified the unincorporated land located at the intersection of Parker Road and Pine Lane as a candidate for annexation. The Town is in receipt of the majority annexation petitions from multiple property owners located at or near the intersection to annex their land into the Town. The purpose of this resolution is for the Town Council to consider the petitions and take one of the following actions: (1) determine that the petitions substantially comply with the requirements of state law and approve the attached resolution setting the date for the eligibility hearing; (2) determine that the petitions do not substantially comply with state law and take no further action or; (3) table any action on the petitions for a period not to exceed one-hundred and eighty (180) days.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The unincorporated land that is the subject of this annexation request is located in Douglas County at the southeast and northwest corners of the intersection of Parker Road and Pine Lane. The proposed annexation area is approximately 15.5 acres in total area and includes

eight (8) different properties with multiple property owners. The southeast corner is fully developed with commercial and light industrial uses while the northwest corner is mostly vacant with two small commercial uses along Parker Road north of Pine Lane Plaza.

The Parker 2035 Master Plan and IGA/Comprehensive Development Plan with Douglas County provides for annexation of areas located in the Town's Urban Growth Area into the Town for the efficient delivery of services, growth management and community identification. The land being annexed is subject to majority petitions of greater than 50 percent of property owners and total land area.

In 2016, staff approached the property owners and businesses within the annexation area to discuss inclusion into the Town. Staff has worked over the past two years to educate them about the annexation process, provide information about Town services and respond to comments and questions. As a result, the majority of property owners (7 of 8) have agreed to annex into the Town and submitted petitions to initiate the process. Staff has also contacted all businesses located in the annexation area and met with most of them to address their comments and questions. Most support the annexation into the Town.

The seven property owners that have submitted an annexation petition are HGD of Parker, LLC; Pine Lane Plaza, LLC; Peakview Parker, LLC; Durham Douglas Properties; Lattner Investment Group; S & Jabex, LLC; and Car BisCo Park, LLC (the "Landowners"). Normax, LLC is the only property owner that did not submit an annexation petition despite a conversation with the owner and multiple follow-up attempts with no reply.

The annexation petitions have been submitted in accordance with the provisions of the Municipal Annexation Act of 1965 (Title 31, Article 12, Part 1, C.R.S.) for annexation of the subject land into the Town of Parker as described in the petitions. The Town Clerk, as provided by C.R.S. § 31-12-107(1)(f), referred the annexation petitions to the Town Council as a communication. The Town Council, as provided by C.R.S. § 31-12-107(1)(f), is required without undue delay to take appropriate steps to determine if the annexation petition as filed is in substantial compliance with C.R.S. § 31-12-107(1). The Town Council may take one of the following actions pursuant to Section 13.04.250(c) of the Parker Municipal Code:

1. Determine that the annexation petitions substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require that the Town Council establish by resolution the date, time and place that the Town Council will hold the public hearing not less than thirty (30) days nor more than sixty (60) days after the resolution setting the public hearing, unless otherwise required by state law,
2. Determine that the annexation petitions do not substantially comply with the requirements of C.R.S. § 31-12-107(1)(a), which will require no further action or
3. Table any action on the annexation petitions for a period of time not to exceed one hundred eighty (180) days.

The real property that is the subject of the annexation petition is bordered by the Town of Parker, located within the Town's Urban Growth Area and satisfies the contiguity requirement of C.R.S. § 31-12-104(a).

Subject to Town Council action, Resolution No. 18-042, Series of 2018 will determine that the annexation petitions substantially comply with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for July 2, 2018. At public hearing, the Town Council would determine the eligibility of the unincorporated land described in the annexation petitions to be annexed into the Town as provided by state law.

FINANCIAL IMPACT

The annexation agreement provides financial incentives for each annexation parcel, including a 50% sales tax shareback for a period of two (2) years and a payment of $2,500 for each property owner/business.

STRATEGIC GOAL(S)

ATTACHMENTS

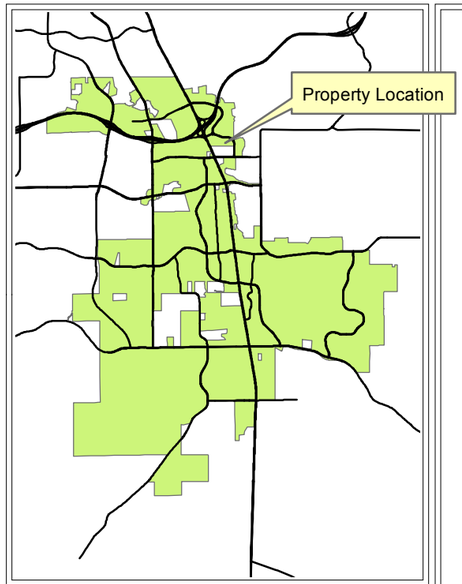
1. Vicinity Map
2. Resolution No. 18-042
3. Annexation Plat

RECOMMENDED MOTION

I move to approve Resolution No. 18-042, as part of the consent agenda.

Pine Lane/Parker Road Propert Annexation

Annexation and Zoning



Legend

- Town Boundary
- Site
- Parcels

Narrative:

Proposed Annexation of the northwest and southeast corners of Parker Road and Pine Lane.

Hearing Dates:

Town Council:
May 21, 2018

RESOLUTION NO. 18-042, Series of 2018

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE PINE LANE/PARKER ROAD PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON JULY 2, 2018, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioners own a majority of certain real property in Douglas County commonly known as the Pine Lane/Parker Road Property, which is described on attached **Exhibit A** (the "Real Property");

WHEREAS, the Petitioners submitted to the Town a Petitions for Annexation (the "Annexation Petition") concerning the Real Property;

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town, shall determine whether the Annexation Petition is in substantial compliance with the requirements of C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado (the "Town"), has satisfied itself concerning the compliance for the Annexation Petition with the requirements of C.R.S. § 31-12-107(1) and must now proceed to consider the proposed annexation of the Real Property to and by the Town.

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

Section 1. The Annexation Petition for the proposed annexation of the Real Property into the Town substantially complies with the requirements of C.R.S. § 31-12-107(1).

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on July 2, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

PARCEL 1
A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 10, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 10 BEARS NORTH 89˚47'29" EAST, A DISTANCE OF 2645.54 FEET;

THENCE S84˚23'40"E, A DISTANCE OF 991.89 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.212 PINE LANE EAST ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096857 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE WITH THE EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP, RECORDED AT RECEPTION NO. 9002842 IN SAID RECORDS AND THE POINT OF BEGINNING;

THENCE ALONG SAID SOUTHERLY LINE NORTH 89°16'50" EAST, A DISTANCE OF 666.45 FEET TO THE WESTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.208 PINE LANE ELEMENTARY SCHOOL ANNEXATION 1 ANNEXATION MAP, RECORDED AT RECEPTION NO. 2009096727 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 00°43'10" EAST, A DISTANCE OF 533.60 FEET TO THE NORTHERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.168 PUBLIC SERVICE CREDIT UNION ANNEXATION MAP, RECORDED AT RECEPTION NO. 2006024808 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 65°36'56" WEST, A DISTANCE OF 508.61 FEET TO SAID EASTERLY LINE OF THE TOWN OF PARKER ORDINANCE 2.75 STATE HIGHWAY 83 ANNEXATION MAP;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (3) COURSES:
1. NORTH 24°23'04" WEST, A DISTANCE OF 435.60 FEET;
2. NORTH 21°27'04" WEST, A DISTANCE OF 293.11 FEET;
3. NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.381 ACRES, (408,647 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

PARCEL 2
A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9 SOUTH 89°03'35" WEST, A DISTANCE OF 30.00 FEET TO THE EASTERLY LINE OF THE MAHR ANNEXATION ORDINANCE NO. 2.48 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 872 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID EASTERLY LINE NORTH 00°09'43" WEST, A DISTANCE OF 1,511.33 FEET TO THE SOUTHWESTERLY LINE OF THE STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77 TO THE TOWN OF PARKER RECORDED IN BOOK 896 AT PAGE 45 IN SAID RECORDS;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 27°25'46" EAST, A DISTANCE OF 207.50 FEET TO THE NORTHERLY LINE OF THE HICKEY ANNEXATION ORDINANCE NO. 2.49 TO THE TOWN OF PARKER RECORDED IN BOOK 755 AT PAGE 881 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY, WESTERLY, AND SOUTHERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (3) COURSES:

1. SOUTH 79°42'37" WEST, A DISTANCE OF 35.62 FEET;
2. SOUTH 00°09'43" EAST, A DISTANCE OF 824.76 FEET;
3. NORTH 87°39'49" EAST, A DISTANCE OF 401.29 FEET TO SAID SOUTHWESTERLY LINE OF SAID STATE HIGHWAY 83 ANNEXATION ORDINANCE NO. 2.77;

THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 24°20'11" EAST, A DISTANCE OF 186.69 FEET TO THE NORTHERLY LINE OF THE SUSSMAN ANNEXATION ORDINANCE NO. 2.80 TO THE TOWN OF PARKER RECORDED IN BOOK 959 AT PAGE 614 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 69°34'01" WEST, A DISTANCE OF 191.76 FEET;
2. SOUTH 00°40'13" EAST, A DISTANCE OF 273.67 FEET TO THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID SOUTHERLY LINE SOUTH 89°47'29" WEST, A DISTANCE OF 300.00 FEET TO THE WESTERLY LINE OF THE PINE LANE ANNEXATION ORDINANCE

NO. 2.86 TO THE TOWN OF PARKER RECORDED IN BOOK 1051 AT PAGE 527 IN SAID RECORDS;

THENCE ALONG THE WESTERLY LINES OF SAID ANNEXATION ORDINANCE THE FOLLOWING (2) COURSES:

1. SOUTH 00°09'13" EAST, A DISTANCE OF 32.75 FEET;
2. SOUTH 89°23'06" WEST, A DISTANCE OF 30.00 FEET TO THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE ALONG SAID WESTERLY LINE NORTH 00°09'13" WEST, A DISTANCE OF 32.96 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.170 ACRES, (268,759 SQUARE FEET), MORE OR LESS.

PINE LANE AND PARKER ROAD ENCLAVES

ANNEXATION MAP TO THE TOWN OF PARKER
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION - PARCEL 1

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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3. NORTH 49°37'29" EAST, A DISTANCE OF 101.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 9.381 ACRES, (408,647 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION - PARCEL 2

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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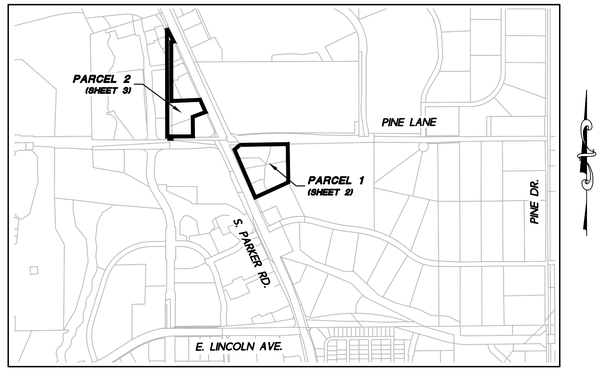

VICINITY MAP
SCALE: 1" = 2000'

CONTIGUITY - PARCEL 1

TOTAL PERIMETER = 2,538.68'
CONTIGUOUS PERIMETER = 2,538.68'
1/6 PERIMETER = 423.11'
TOTAL AREA = 9.381 ACRES±

OWNERS - PARCEL 1

S & JABEZ LLC C/O MINDY SONG
6230 E PINE LANE
PARKER, CO 80138

DURHAM DOUGLAS PROPERTIES LLC
932 GAPTER RD
BOULDER, CO 80303

NORMAX LLC
C/O MARVIN R POER & COMPANY
PO BOX 52427
ATLANTA, GA 30355-0427

CAR BIS CO PARK LLC
C/O CAPITAL AUTOMOTIVE REAL
ESTATE SERVICES INC
8270 GREENSBORO DR STE 950
MCLEAN, VA 22102-4909

LATTNER INVESTMENT GROUP LLC
136 MICHAUX RD
RIVERSIDE, IL 60546-1828

PEAKVIEW PARKER LLC
2850 WALDEN ST
AURORA, CO 80011-3301

CONTIGUITY - PARCEL 2

TOTAL PERIMETER = 4,058.33'
CONTIGUOUS PERIMETER = 4,058.33'
1/6 PERIMETER = 676.39'
TOTAL AREA = 6.170 ACRES±

OWNERS - PARCEL 2

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80138

HGD OF PARKER LLC
12730 PINE LANE ST
PARKER, CO 80134-8805

MEYER J SUSSMAN & JUDITH R
SUSSMAN
6800 S DAWSON CIR
ENGLEWOOD, CO 80112-4266

NEXGEN WESTCREEK HOLDINGS LLC
5251 DTC PKWY STE 800
GREENWOOD VILLAGE, CO 80111-2737

HORIZON BANKS NA
1800 GLENARM PL STE 103
DENVER, CO 80202-3829

BBR OIL III LLC
519 S SUMMIT ST
IOWA CITY, IA 52240-5633

COLORADO DEPT OF TRANSPORTATION
4201 E ARKANSAS AVE
DENVER, CO 80222

BCP-MIDTOWN INVESTMENTS I LLC
2601 BLAKE ST STE 300
DENVER, CO 80205-2200

PINE LANE PLAZA LLC
6800 S DAWSON CIR SUITE 201
ENGLEWOOD, CO 80112

NOTES

1. BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89°47'29" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.

2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.

3. THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

4. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCELS OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCELS ARE CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.

COLORADO LICENSED DEAN E. CATES 22561 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____, 2018.

_____
MAYOR, TOWN OF PARKER

_____
ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 2018 A.D., AT _____ A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

_____
COUNTY CLERK AND RECORDER

SCALE	DES	DWG
NA	JRW	MDW
	DATE	
	03/01/16	

DATE	BY	REVISION DESCRIPTION	APP'V	DATE
3/22/16	DEC	UP-DATE PER COUNTY WEB SITE		

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

PINE LN AND PARKER RD ENCLAVES
ANNEXATION MAP
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

SHEET 1 OF 3 SHEETS

JOB NO. 24916-09

PINE LANE AND PARKER ROAD ENCLAVES

ANNEXATION MAP TO THE TOWN OF PARKER
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGEND

- SECTION CORNER AS NOTED
- ANNEXATION BOUNDARY
- CONTIGUOUS BOUNDARY
- LOT OR PARCEL LINE
- ROW LINE
- SECTION LINE

COLORADO LICENSED DEAN E. CATES 22561 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

0' 15' 30' 60' 120'
1 Inch = 60 Feet

DATE	BY	REVISION DESCRIPTION	APP'V	DATE
3/22/16	DEC	UP-DATE PER COUNTY WEB SITE		

SCALE 1"=60'
DSD JRW
DWG MDW
DATE 03/01/16

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PINE LN AND PARKER RD ENCLAVES
ANNEXATION MAP
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
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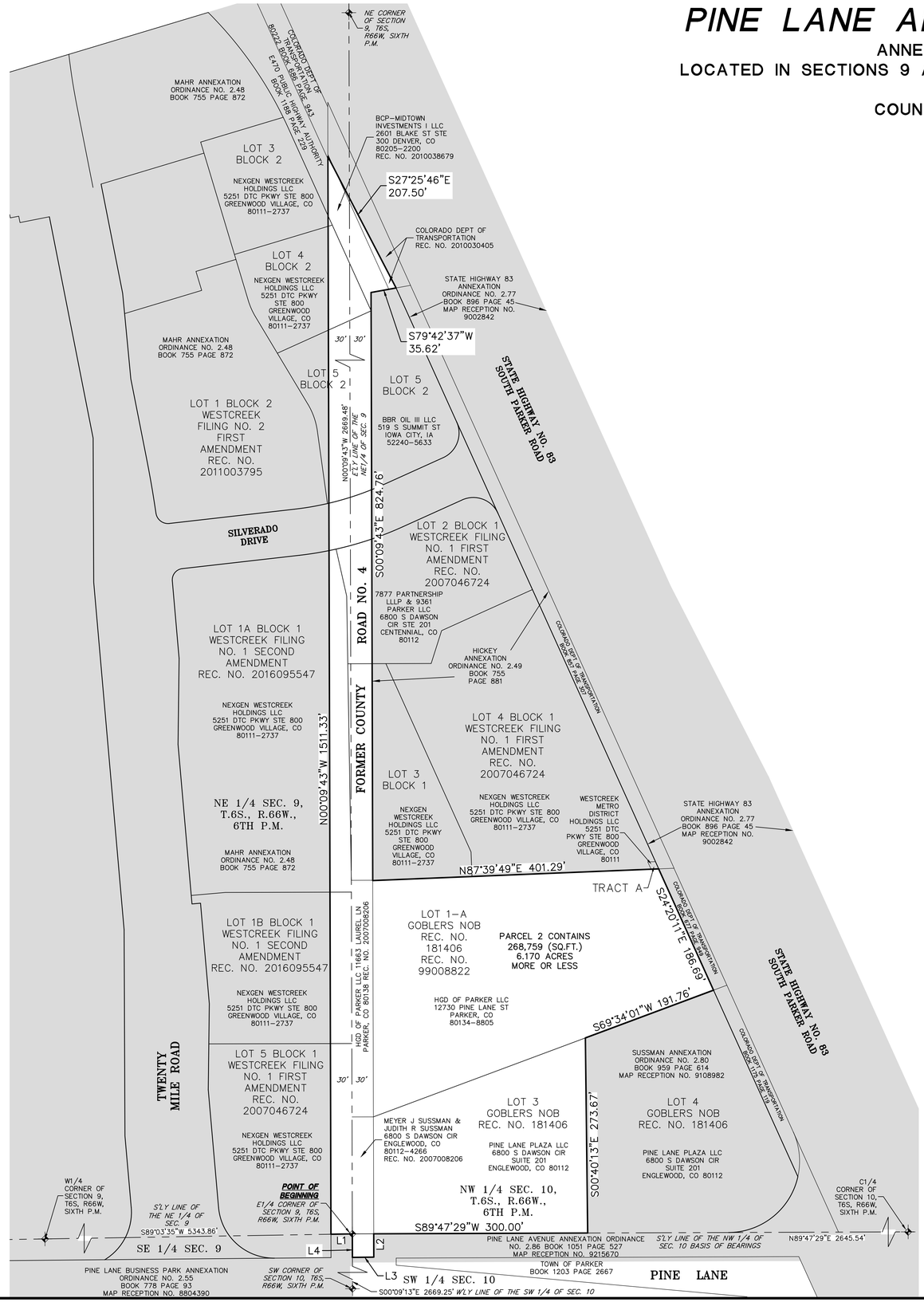
SHEET 2 OF 3 SHEETS

JOB NO. 24916-09

PINE LANE AND PARKER ROAD ENCLAVES

ANNEXATION MAP TO THE TOWN OF PARKER
LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



LEGEND

- SECTION CORNER AS NOTED
- ANNEXATION BOUNDARY
- CONTIGUOUS BOUNDARY
- LOT OR PARCEL LINE
- ROW LINE
- SECTION LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°03'35"W	30.00'
L2	S00°09'13"E	32.75'
L3	S89°23'06"W	30.00'
L4	N00°09'13"W	32.96'

0' 20' 40' 80' 160'
1 Inch = 80 Feet

COLORADO LICENSED DEAN E. CATES 22561 PROFESSIONAL LAND SURVEYOR

PRELIMINARY

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SCALE	DRD	DWG
1"=80'	JRW	MDW
	DATE	03/01/16

DATE	BY	REVISION DESCRIPTION	APP'V	DATE
3/22/16	DEC	UP-DATE PER COUNTY WEB SITE		

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PINE LN AND PARKER RD ENCLAVES
ANNEXATION MAP
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
20120 EAST MAINSTREET, PARKER, CO 80138

SHEET 3 OF 3 SHEETS

JOB NO. 24916-09

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Dannette Robberson, Management Assistant

Reviewed By: Michelle Kivela, Town Administrator

Title: **Impact Fee Study and Community Development User Fee Study**

Amount: **$106,210.00**
Contractor: **TischlerBise**
Department: **Town Administrator Office, Dannette Robberson**

EXECUTIVE SUMMARY

Award a professional services agreement in the amount of $106,210 to TischlerBise for an impact fee study and Community Development user fee study. The study will provide recommendations and/or strategies for bridging financial gaps currently not covered with existing user fees and excise taxes.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Based upon Town Council request, staff brought this item forward for discussion during the September 2017 Town Council budget retreat and received direction from Council to move forward with engaging a consultant for an impact fee study and Community Development user fee study.

Parker is currently faced with challenges of fiscal sustainability into the future. This study will provide a "Paying for Growth" policy document that will address potential revenue structures for various land uses. Unlike other local governments in the metro area, the Town does not impose impact fees for new development, but rather on excise taxes, which can only be increased by election.

This engagement will compare and contrast the current excise tax program with a potential impact fee program to include land use assumptions and development projections, capital facility needs and service levels, evaluation of different allocation methodologies, determination of need for "credits" on capital costs, and a funding and cash flow analysis.

Additionally, full cost recovery levels for building permit fees will be calculated, and a user fee model developed.

FINANCIAL IMPACT

The initial impact is $106,210. However, staff anticipates the identification of gaps in revenue streams that will equate to future revenue that will significantly exceed the initial cost of the study.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Chambers Road and Cottonwood Drive Traffic Signal (CIP17-021)**

Amount: **$328,145**
Contractor: **WL Contractors**
Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with WL Contractors for the Chambers Road and Cottonwood Drive traffic signal (CIP 17-021) for $328,145.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a "Notice to Bidders" for proposals for the Chambers Road and Cottonwood Drive traffic signal (CIP 17-021) on March 1, 2018 with the proposals (bids) publicly opened on March 29, 2018. The project consists of the installation of a mast arm traffic signal at the recently completed Chambers Road and Cottonwood Drive intersection. The Town received bids from four (4) contractors with WL Contractors being the lowest responsible bidder. WL Contractors has successfully completed numerous traffic signal installations for the Town over the past 15 years. The bid results were as follows:

WL Contractors - $392,645.00
Interface Communications - $401,421
Paonia - $416,849
Sturgeon Electric - $446,650

With the lowest responsible bidder exceeding the budgeted amount, Town Staff negotiated with WL Contractors on a reduced project scope. Work to upgrade the interconnect communications for this signal is being deferred and will be undertaken at a later date. The revised contract total for construction of this traffic signal with WL Contractors is $328,145.

FINANCIAL IMPACT

Funding for this project is part of the approved 2018 Capital Improvement Fund. The Town will assume the long-term maintenance of the traffic signal. The Town currently has Traffic Services staff to maintain the traffic signal but will require additional annual funding for maintenance supplies and operation costs.

STRATEGIC GOAL(S)

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Kurt Patrick, Stormwater Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **Stormwater Maintenance Projects (CIP18-015)**

Amount: **$296,466.57**
Contractor: **Site Work Solutions**
Department: **Engineering and Public Works, Kurt Patrick**

EXECUTIVE SUMMARY

Award of a trade contractor agreement for stormwater maintenance projects for the McCabe Meadows detention pond, the Public Works Operations Center site drainage, and the Parkglenn detention pond to Site Works Solutions for $296,466.57.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The McCabe Meadows detention pond is in need of upgrades to help bring the pond up to our current water quality standards, and aid our operations staff with maintenance. The Public Works Operations Center is in need of two additional water quality ponds; one to help contain sediment from the site yard, and one to contain the spilled de-icing material during snow removal operations. Without the pond, the ditch along Tammy Lane will continue to erode. The Parkglenn detention pond has a failing trickle channel that needs to be replaced to aid in maintenance of the pond.

FINANCIAL IMPACT

The project was competitively bid on May 1, 2018. The results of the bid opening are as follows:

- Site Work Solutions $296,466.57
- Colt & Steel Corp $347,666.81
- Rocky Mountain Excavating $378,395.20,
- KECI $407,197.00

The apparent low bidder was Site Work Solutions. The project contains three separate schedules, each schedule has a separate account number. The bid results for Site Work Solutions are:

Schedule 1: $127,919.22 the account number for this schedule is 301-4317-7210, this schedule is fully funded.

Schedule 2: $138,620.96 the account number for this schedule is 501-4315-7849, this schedule is over the available funds.

Schedule 2A: $29,926.39, the account number for this schedule is 501-4315-7848, this schedule is fully funded.

A re-allocation request was submitted to transfer $17,500 from account 501-4315-7848 to 501-4315-7849.

We negotiated with Site Work Solutions to remove multiple items from their scope to bring the bid for Schedule 2 within the available funds, we also removed a similar scope from Schedule 1 to reduce that total cost. The removal of the scope items will be handled via a deductive change order also included with this packet.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Change order (1)

RECOMMENDED MOTION

I move to approve staff's recommendation, as part of the consent agenda.

CONTRACT MODIFICATION

[X] CHANGE ORDER [ ] WRITTEN AMENDMENT MODIFICATION NO: One (1)

TO CONTRACTOR: Site Work Solutions

PROJECT: Stormwater Maintenance Projects (CIP18-015)

OWNER: Town of Parker

MANAGER: Kurt Patrick, Stormwater Engineer

The following modification(s) to the Contract are hereby ordered (use additional pages if required):

Remove the following pay items from the contract.

Schedule 1:

- 212-01 – Native Seeding
- 212-02 – Soil Amendments
- 216-01 – Erosion Control Blanket (C700BN)
- 216-02 – Erosion Control Blanket (Single Net)

Schedule 2:

- 213-01 – Seed and Hydromulch

Schedule 2A:

- F/A-3 – Force Account: Erosion & Sediment Control (this force account item has been modified to only include erosion and sediment control).

Reason for Modification(s):

The change order is necessary to remove scope to bring Schedule 2 back within the available funds for the project. We are removing scope fro Schedule 1 to eliminate all revegetation from the contract.

Attachments (List Supporting Documents):

Contract Amount or Price		Contract Time	
Original	$296,466.57	Original Completion Time	Days
Previous Contract Modification(s) (Add/Deduct)	$0.00	Previous Contract Modification(s) (Add/Deduct)	N/A Days
This Contract Modification (Deduct)	($38,491.88)	This Contract Modification (Add/Deduct)	N/A Days
Revised Contract Amount	$257,974.69	Revised Contract Time	Days

The Revised Contract Completion Date is: _____

Owner	Contractor	Project Manager Recommendation
By:	By:	By:
Date:	Date:	Date:

PARKER
COLORADO

Your kind of place.

PROCLAMATION

National Public Works Week 2018

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Colorado, and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from state and local governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens, and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the State of Colorado to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities, and

WHEREAS, the American Public Works Association has celebrated the annual National Public Works Week since 1960, and

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby designate May 21-27, 2018 as National Public Works Week. I urge all our people to join with representatives of the American Public Works association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

Dated this 21st day of May, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 2.259.1 - Second Reading**
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 2.259, Series of 2018, A Bill for an Emergency Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Grasslands/Prairie Trail Property in Douglas County

Department: **Town Attorney, Jim Maloney**
TrakIt No. **ANX18-001**

EXECUTIVE SUMMARY

Under the Charter, an emergency ordinance is only in effect for ninety (90) days. In order to make Ordinance No. 2.259, Series of 2018, permanent, the Town Council will need to adopt a separate ordinance to affirm Ordinance No. 2.259, Series of 2018.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 16, 2018, the Town Council passed Ordinance No. 2.259, Series of 2018, as an emergency ordinance to annex certain property into the Town. Under Section 7.6 of the Town of Parker Home Rule Charter, an "emergency ordinance shall not be in effect longer than ninety (90) days after passage, unless a subsequent ordinance shall affirm the same." The purpose of Ordinance No. 2.259.1, Series of 2018, is to affirm Ordinance No. 2.259, Series of 2018.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 2.259.1

RECOMMENDED MOTION

I move to approve Ordinance No. 2.259.1 on second reading.

ORDINANCE NO. 2.259.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 2.259, SERIES OF 2018, A BILL FOR AN EMERGENCY ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE GRASSLANDS/PRAIRIE TRAIL PROPERTY IN DOUGLAS COUNTY

WHEREAS, the Town Council of the Town of Parker passed Ordinance No. 2.259, Series of 2018, as an emergency ordinance on April 16, 2018, A Bill for an Emergency Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Grasslands/Prairie Trail Property in Douglas County;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances "shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same;" and

WHEREAS, the Town Council of the Town of Parker desires to affirm the passage of Ordinance No. 2.259, Series of 2018.

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

Section 1. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 2.259, Series of 2018, attached hereto as **Exhibit A**, and incorporated by this reference.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

ORDINANCE NO. 2.259, Series of 2018

TITLE: A BILL FOR AN EMERGENCY ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE GRASSLANDS/ PRAIRIE TRAIL PROPERTY IN DOUGLAS COUNTY

WHEREAS, ABMAR Grasslands, LLC ("ABMAR"), Charter Communications Holding Company, LLC ("Charter"), M&P Enterprises, LLC ("M&P"), and Woodspear Prairie Trail, LLC ("Woodspear") (collectively, the "Landowners"), own certain real property located in unincorporated Douglas County, Colorado (the "County"), which is contiguous with the corporate boundaries of the Town of Parker, Colorado (the "Town");

WHEREAS, the Landowners submitted an annexation petition to the Town (the "Annexation Petition"), pursuant to which the Landowners seek annexation into the Town of their real property and certain other associated real property identified in the Annexation Petition and described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Real Property");

WHEREAS, the Landowners collectively own more than fifty percent (50%) of the Real Property, of which ABMAR owns Lot 5A, Compark Filing No. 2, 1st Amendment; Charter owns Lot 4B-1B, Compark Filing No. 2, 6th Amendment; M&P owns Lot 3A, Compark Filing No. 2, 7th Amendment; and Woodspear owns Lot 1, Compark Filing No. 2;

WHEREAS, Vista South, LLC ("Vista South") and Compark Business Campus Metropolitan District ("CBCMD") are the two landowners collectively owning less than fifty percent (50%) of the Real Property, of which Vista South owns Lot 6A-1 and Lot 6A-2, Compark Filing No. 2, 6th Amendment, and CBCMD owns Tract C, Compark Filing No. 2;

WHEREAS, the Real Property is located entirely within the "Town Urban Growth Area," which includes certain real property within unincorporated portions of the County and is defined in the "Mutually Binding and Enforceable Comprehensive Development Plan," approved by the Town and County, pursuant to C.R.S. § 29-20-105 and through a related Intergovernmental Agreement, which were recorded with the Douglas County Clerk and Recorder's Office (as amended, the "Comprehensive Development Plan");

WHEREAS, the Comprehensive Development Plan provides that the Town Urban Growth Area is "the boundary of the Town's potential future annexation area to the year 2022," that the "level to which this area may or may not be developed shall depend on a number of factors, including, but not limited to, natural features, utility services, and compliance with applicable Town regulations and master plans," and that "[t]his boundary represents the Town's potential annexation perimeter and will include areas dedicated for open space as well as urban level development" (*See* Section 1.1 of the Comprehensive Development Plan);

WHEREAS, the Comprehensive Development Plan also provides that "all unincorporated areas located within the Town's Urban Growth Area," including the Real Property, "are

encouraged to annex into the Town" and "the County shall waive annexation impact reports for all unincorporated areas within the Town's Urban Growth Area" (See Section 2.2 of the Comprehensive Development Plan):

WHEREAS, the Real Property is located entirely within the Town Urban Growth Area, and satisfies the contiguity requirement of C.R.S. § 31-12-104(1)(a) for annexation into the Town of Parker;

WHEREAS, the Comprehensive Development Plan provides that "[i]f there is contiguity, the Town shall process a petition for annexation," "[t]he Town Council shall apply the Standards for Review, as outlined above in Paragraph 2.3 of the [Comprehensive Development] Plan, when considering a petition for annexation," and "[f]inal decision authority for said petitions shall be the Town Council following a public hearing, in the manner provided by the [Comprehensive Development] Plan" (See Section 3.1.1 of the Comprehensive Development Plan);

WHEREAS, the Town processed the Annexation Petition, subject to the standards of review contained in the Comprehensive Development Plan, other Colorado law, and the final decision-making authority of the Town Council;

WHEREAS, on March 5, 2018, the Town Council approved Resolution No. 18-021, Series of 2018, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for April 16, 2018, on the eligibility of the Real Property to be annexed into the Town as provided by state law;

WHEREAS, the Town Council of the Town of Parker, Colorado, has conducted a public hearing, as required by law, to determine the eligibility for annexation of the Real Property; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of the Real Property, and concerning the conformance of the proposed annexation to the applicable law and the annexation policy of the Town of Parker, Colorado.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. The Town Council applied the Standards of Review contained in Section 2.3 of the Comprehensive Development Plan.

Section 2. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the Town Council as the final decision making authority determines that said annexation is hereby approved.

Section 3. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation. The Town Council specifically finds, based upon competent evidence presented during the public hearing, that the property ownership transfer between Vista South, LLC, and Mountain Waste – South Metro, LLC, was a tactic to manufacture an additional property owner in contravention of the Municipal Annexation Act of 1965.

Additionally, the filing of three annexation petitions with the City of Centennial for a portion of the land area described in Exhibit A, including the filing of a lawsuit against the Town of Parker and the City of Centennial seeking to enjoin tonight's hearing, was another tactic in contravention of the Municipal Annexation Act of 1965, which tactic was rejected by the Douglas County District Court. As a result the Town Council of the Town of Parker hereby refuses to recognize this transfer or the annexation petitions that were submitted to the City of Centennial as valid.

Section 4. Zoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the "Charter").

Section 5. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 6. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit B**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 7. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 8. The Town Clerk shall file one (1) copy of the annexation map with the original annexation ordinance in the Office of the Town Clerk.

Section 9. The Town Clerk shall file for recording three (3) certified copies of the annexation ordinance and three (3) certified copies of the annexation map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 10. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the immediate safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 11. Emergency Declared. The zoning for the Real Property in unincorporated Douglas County was "Compark Planned Development," which was originally approved on September 21, 1998 (as amended, the "Compark PD"), which was superseded to the extent provided by the Comprehensive Development Plan, Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District), and other applicable law. The Real Property is contained entirely within Planning Area 4 of the Compark PD.

The development standards for Planning Area 4 of Compark PD are described as "(BE) Business Employment," and are "intended to allow for land use flexibility and versatility" and "are expected to attract regional distribution warehouses, research and development centers, referral community and business services and supporting facilities," which range from commercial to light

industrial uses. However, the development standards for Planning Area 4 also provide for some general industrial uses, including a "recycle/trash transfer facility station" and "jail/correctional facility."

The Douglas County Planning Department is currently processing a Site Improvement Plan (the "SIP") for a "recycle/trash transfer station" to be developed within Planning Area 4 of the Compark PD, contrary to the Comprehensive Development Plan; Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District); the Douglas County Comprehensive Master Plan 2035 (specifically that part of the County's plan that includes the "Parker Municipal Planning Area"); and the Parker 2035 General Land Use Plan. In response, the Landowners submitted the Annexation Petition and application to zone the Real Property PD-Planned Development as described in Ordinance No. 3.333, Series of 2018, which zoning will retain most of the development standards and uses contained in the Compark PD, but will exclude recycle/trash transfer facility, jail/correctional facility, and other incompatible industrial uses, including auto/truck services, truck terminal, car wash, construction yards, large equipment rental, mini-warehouse/self storage, outdoor storage area, recreational vehicle and boat storage, and satellite receiving dish farm, as provided in the Grasslands/Prairie Trail Development Guide and Plan attached as Exhibit 2 to Ordinance No. 3.333, Series of 2018.

The developed uses within Planning Area 4 of the Compark PD and the surrounding areas located in the Town and within the Town Urban Growth Area, include research and development, light industrial, commercial business, higher educational campus, school, personal services, and residential uses, with a character that complements and is compatible with existing uses, but is incompatible with others that are listed in the Compark PD, specifically, general industrial uses such as a recycle/trash transfer facility, a jail/correctional facility, and the other incompatible industrial uses described above. Existing uses within Planning Area 4 of the Compark PD and the surrounding area located in the Town and within the Town Urban Growth Area, including portions of the Compark PD that were previously annexed into the Town, include a research and development center for a multinational Fortune 100 telecommunications company; a medical device manufacturer; a nationally ranked junior-Olympic-level volleyball training facility with year-round teams, clinics and camps; a medical university; a performing arts charter school for grades K-8; and single-family detached homes.

As described in the whereas clauses contained in this Ordinance, the Comprehensive Development Plan contemplates the annexation of the real property that is contiguous with the Town and is located within the Town Urban Growth Area. Moreover, the Town of Parker is allowed to impose zoning restrictions on annexed lands, after annexation, in order that those lands may be accommodated into the orderly growth patterns of the Town "in compliance with applicable Town regulations and master plans" as acknowledged by the Comprehensive Development Plan. Here, the Real Property is located entirely within the Town Urban Growth Area, and satisfies the contiguity requirement of C.R.S. § 31-12-104(1)(a) for annexation into the Town of Parker, to be zoned in a manner that will accommodate the orderly growth patterns of the Town.

The Douglas County Planning Department's potential approval of the SIP, will result in the development of a general industrial use that is not only incompatible with the above-referenced existing uses, but will also devastate the character and land values of the Real Property and the

surrounding areas located in the Town and within the Town Urban Growth Area, that have successfully developed over the past 20 years and will be contrary to the orderly growth patterns established by the Town. The approval by the County of the recycle/trash transfer facility will constitute a significant public safety impact to these existing uses due to smell, noise, and excessive truck traffic created by this general industrial use, as well as a bird attractant, which may impact the adjacent regional airport. Despite the fact that there is a pending Annexation Petition with the Town, and despite the fact that the Town has requested that the County cease processing the SIP while the Annexation Petition is pending, the County has advised the Town that it will continue to process the SIP, which is contrary to the Comprehensive Development Plan; Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District); the Douglas County Comprehensive Master Plan 2035 (specifically that part of the County's plan that includes the "Parker Municipal Planning Area"); and the Parker 2035 General Land Use Plan.

The uses that are proposed in the Grasslands/Prairie Trail Development Guide and Plan attached as Exhibit 2 to Ordinance No. 3.333, Series of 2018, are, by contrast, in compliance with the Comprehensive Development Plan; Section 19A of the Douglas County Zoning Resolution (Parker IGA Overlay District), and other applicable law; are consistent with the Douglas County Comprehensive Master Plan 2035 and the Parker 2035 General Land Use Plan; and are consistent and compatible with other existing uses of the Real Property and the surrounding area located in the Town and within the Town Urban Growth Area.

Pursuant to Section 7.6 of the Town of Parker Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the significant negative impact of the pending SIP land use application and potential approval by Douglas County of a recycle/trash transfer facility, which is a general industrial use, to be located within the Real Property, prior to the effective date of this Ordinance. The adoption of this Ordinance, prior to Douglas County's approval of the SIP for this recycle/trash transfer facility, will legislatively void the application filed in Douglas County for a recycle/trash transfer facility and subject any development within the Real Property to the Grasslands/Prairie Trail Development Plan and Guide, which does not allow general industrial uses within the Town and is necessary of the immediate preservation of public health and safety.

Section 12. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 13. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 14. This Annexation Ordinance shall become effective immediately upon adoption, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED, ADOPTED AND PASSED ON SECOND READING this 16th day of April, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

TRACT C, LOT 1, A PART OF GRASSLANDS DRIVE AND A PART OF UPLAND DRIVE, COMPARK FILING NO. 2, RECORDED AT RECEPTION NO. 00031092, A PART OF UPLAND DRIVE, HIGHFIELD BUSINESS PARK, RECORDED AT RECEPTION NO. 2007041581, LOT 5A, COMPARK FILING NO. 2 – 1ST AMENDMENT, RECORDED AT RECEPTION NO. 00081064, LOTS 4B-1B, 6A-1, AND 6A-2, COMPARK FILING NO. 2 – 6TH AMENDMENT, RECORDED AT RECEPTION NO. 2004122556, AND LOT 3A, COMPARK FILING NO. 2 – 7TH AMENDMENT, RECORDED AT RECEPTION NO. 2005042299, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6A-2;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 6A-2 SOUTH 00°12'05" EAST, A DISTANCE OF 586.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) COURSES:

1. NORTH 89°56'20" EAST, A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 955.00 FEET;

2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'24", AN ARC LENGTH OF 175.68 FEET TO THE WESTERLY LINE OF THE COMPARK VILLAGE ANNEXATION – SERIAL NO. II, RECORDED AT RECEPTION NO. 2007018439 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 10°36'04" EAST, A DISTANCE OF 90.00 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT C AND THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE SAID COMPARK FILING NO. 2;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (7) COURSES:

1. SOUTH 57°03'06" EAST, A DISTANCE OF 33.22 FEET;

2. SOUTH 13°30'08" EAST, A DISTANCE OF 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.00 FEET;

3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'08", AN ARC LENGTH OF 225.46 FEET;

4. TANGENT TO SAID CURVE SOUTH 26°52'01" WEST, A DISTANCE OF 314.11 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT C;

5. CONTINUING SOUTH 26°52'01" WEST, A DISTANCE OF 98.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET;

6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°07'29", AN ARC LENGTH OF 448.92 FEET;

7. TANGENT TO SAID CURVE SOUTH 71°59'30" WEST, A DISTANCE OF 44.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4B-1B NORTH 00°12'05" WEST, A DISTANCE OF 888.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE SOUTH 89°56'20" WEST, A DISTANCE OF 655.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 3A THE FOLLOWING (2) COURSES:

1. SOUTH 00°00'00" EAST, A DISTANCE OF 529.36 FEET;

2. SOUTH 89°47'55" WEST, A DISTANCE OF 352.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°12'05" EAST, A DISTANCE OF 523.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

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

1. NORTH 89°47'55" EAST, A DISTANCE OF 694.73 FEET;

2. SOUTH 59°57'50" EAST, A DISTANCE OF 44.04 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 360.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 59°53'26" EAST;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID PRAIRIE TRAIL DRIVE THE FOLLOWING (7) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°12'19", AN ARC LENGTH OF 189.79 FEET;

2. TANGENT TO SAID CURVE SOUTH 00°05'45" EAST, A DISTANCE OF 72.42 FEET;

3. SOUTH 05°36'53" WEST, A DISTANCE OF 50.25 FEET;

4. SOUTH 00°05'45" EAST, A DISTANCE OF 73.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET;

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°28'32", AN ARC LENGTH OF 194.14 FEET;

6. TANGENT TO SAID CURVE SOUTH 30°22'46" WEST, A DISTANCE OF 16.46 FEET;

7. SOUTH 75°22'46" WEST, A DISTANCE OF 26.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINES OF SAID LOT 1 THE FOLLOWING (4) COURSES:

1. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;

3. TANGENT TO SAID CURVE SOUTH 89°15'54" WEST, A DISTANCE OF 145.80 FEET;

4. NORTH 45°28'06" WEST, A DISTANCE OF 27.03 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 89°54'45" WEST, A DISTANCE OF 70.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°12'05" WEST, A DISTANCE OF 280.00 FEET;

2. NORTH 05°30'33" EAST, A DISTANCE OF 50.25 FEET;

3. NORTH 00°12'05" WEST, A DISTANCE OF 1166.89 FEET TO THE NORTHEAST CORNER OF LOT 5, SAID HIGHFIELD BUSINESS PARK;

THENCE ACROSS GRASSLANDS DRIVE NORTH 00°19'52" WEST, A DISTANCE OF 104.07 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°04'29" EAST, A DISTANCE OF 21.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°59'41", AN ARC LENGTH OF 13.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 55.00 FEET;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138°27'54", AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 5A;

THENCE ALONG SAID WESTERLY LINE NORTH 00°03'40" WEST, A DISTANCE OF 438.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 5A;

THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 5A, 6A-1, AND 6A-2 THE FOLLOWING (3) COURSES:

1. NORTH 89°40'35" EAST, A DISTANCE OF 57.41 FEET;

2. NORTH 89°40'04" EAST, A DISTANCE OF 250.59 FEET;

3. NORTH 89°40'04" EAST, A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 45.376 ACRES, (1,976,586 SQUARE FEET), MORE OR LESS.

EXHIBIT B

GRASSLANDS/PRAIRIE TRAIL ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (hereinafter referred to as the "Town"), and Abmar Grasslands, LLC, M&P Enterprises, LLC, Charter Communications Holding Company, LLC, and Woodspear Prairie Trail, LLC (hereinafter referred to as the "Property Owners").

RECITALS:

A. The Property Owners are the owners of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owners desire to have the Property annexed to the Town.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owners.

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

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Town of Parker Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town of Parker.

3. Water and Sewer Services. The Town has no obligation under this Agreement to provide water and sewer service to the Property. The Stonegate Metropolitan District will provide water and sewer services to the Property, if the Property Owner satisfies all requirements of the District, including, but not limited to, the dedication of water resources and/or the payment of fees in lieu thereof, and the construction of water, sewer and wastewater treatment lines and facilities necessary to service the land use proposed for the Property.

4. Zoning and Development.

a. The Property Owners hereby consent to zoning the Property PD-Planned Development District, pursuant to the Town of Parker Land Development Ordinance, as amended.

b. Town Fees. The Town hereby agrees to pay the costs associated with the annexation and zoning of the Property.

5. Permitted Development. The Property Owners shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations.

6. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

7. Termination. If the zoning, as set forth above, is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owners.

8. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding upon the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

9. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

10. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of an ordinance annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

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

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

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

To the Town:

Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To the Property Owner:

Abmar Grasslands, LLC
Attn: Gregory E. Everhard, Managing Member
309 17th Street
Manhattan Beach, CA 90266

Charter Communications Holding Company, LLC
By Charter Communications, Inc., its Manager
Attn: Scott C. O'Donnell, Group Vice President,
Legal, Real Estate
6399 S. Fiddlers Green Circle, 6th Floor
Greenwood Village, CO 80111

M&P Enterprises, LLC
Attn: Mark S. Lestikow, Manager
8480 Upland Drive, Ste. 200
Englewood, CO 80112

Woodspear Prairie Trail, LLC
Attn: John A. Woodward, Manager
5619 DTC Parkway, Ste. 525
Greenwood Village, CO 80111

14. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

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

PROPERTY OWNER: ABMAR GRASSLANDS, LLC

By: _____
Gregory E. Everhard, Managing Member

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

PROPERTY OWNER: CHARTER COMMUNICATIONS HOLDING COMPANY, LLC
By: Charter Communications, Inc., its Manager

By: _____
Scott C. O'Donnell, Group Vice President, Legal, Real Estate

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

PROPERTY OWNER: M&P ENTERPRISES, LLC

By: _____
Mark S. Lestikow, Manager

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

PROPERTY OWNER: WOODSPEAR PRAIRIE TRAIL, LLC

By: _____
John A. Woodward, Manager

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

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE 3.333.1 - Second Reading**
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.333, Series of 2018, A Bill for an Emergency Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Grasslands/Prairie Trail Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

Department: **Town Attorney, Jim Maloney**
Trakit No.: **Z18-009**

EXECUTIVE SUMMARY

Under the Charter, an emergency ordinance is only in effect for ninety (90) days. In order to make Ordinance No. 3.333, Series of 2018, permanent, the Town Council will need to adopt a separate ordinance to affirm Ordinance No. 3.333, Series of 2018.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On April 16, 2018, the Town Council passed Ordinance No. 3.333, Series of 2018, as an emergency ordinance to zone certain property. Under Section 7.6 of the Town of Parker Home Rule Charter, an "emergency ordinance shall not be in effect longer than ninety (90) days after passage, unless a subsequent ordinance shall affirm the same." The purpose of Ordinance No. 3.333.1, Series of 2018, is to affirm Ordinance No. 3.333, Series of 2018.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 3.333.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.333.1 on second reading.

ORDINANCE NO. 3.333.1 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 3.333, SERIES OF 2018, A BILL FOR AN EMERGENCY ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE GRASSLANDS/PRAIRIE TRAIL PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

WHEREAS, the Town Council of the Town of Parker passed Ordinance No. 3.333, Series of 2018, as an emergency ordinance on April 16, 2018, A Bill for an Emergency Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Grasslands/Prairie Trail Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances "shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same;" and

WHEREAS, the Town Council of the Town of Parker desires to affirm the passage of Ordinance No. 3.333, Series of 2018.

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

Section 1. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 3.333, Series of 2018, attached hereto as **Exhibit A**, and incorporated by this reference.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

ORDINANCE NO. 3.333, Series of 2018

TITLE: A BILL FOR AN EMERGENCY ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE GRASSLANDS/PRAIRIE TRAIL PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, THAT:

Section 1. Findings of Fact.

a. On March 5, 2018, the Town Council approved Resolution No. 18-021, Series of 2018, determining that the annexation petition for the real property described in attached **Exhibit 1** (the "Real Property"), which is attached hereto and incorporated by this reference, substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for April 16, 2018, on the eligibility of the of the Real Property to be annexed into the Town as provided by state law.

b. The Town, following adoption of Resolution No. 18-021, Series of 2018, instituted the procedure for zoning the Real Property.

c. An application was submitted for zoning the Real Property as a PD-Planned Development District, pursuant to the Town of Parker Land Development Code.

d. Public notice has been given by publication on the Town's website at least fifteen (15) days prior to the public hearing of such zoning.

e. Written notice was sent by first class mail to all owners of property that abut the Real Property, at least fifteen (15) days prior to the public hearing.

f. Notice of such proposed hearing was posted on the Real Property for fifteen (15) days prior to said hearing.

g. The requirements contained in Section 13.04.240 of the Parker Land Development Code are satisfied for zoning the Real Property as a PD-Planned Development District, as described in the Parker Land Development Code.

Section 2. The Property is hereby zoned as a PD-Planned Development District as provided in the Grasslands/Prairie Trail Development Guide and Plan, which is attached hereto as **Exhibit 2** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Development Guide and Plan.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 6. Emergency Declared. The zoning for the Real Property in unincorporated Douglas County was "Compark Planned Development," which was originally approved on September 21, 1998 (as amended, the "Compark PD"), which was superseded to the extent provided by the "Mutually Binding and Enforceable Comprehensive Development Plan," approved by the Town and County, pursuant to C.R.S. § 29-20-105 and through a related Intergovernmental Agreement and recorded with the Douglas County Clerk and Recorder's Office (as amended, the "Comprehensive Development Plan"); Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District); and other applicable law. The Real Property is contained entirely within Planning Area 4 of the Compark PD.

The development standards for Planning Area 4 of Compark PD are described as "(BE) Business Employment," and are "intended to allow for land use flexibility and versatility" and "are expected to attract regional distribution warehouses, research and development centers, referral community and business services and supporting facilities," which range from commercial to light industrial uses. However, the development standards for Planning Area 4 also provide for some general industrial uses, including a "recycle/trash transfer facility station" and "jail/correctional facility."

The Douglas County Planning Department is currently processing a Site Improvement Plan (the "SIP") for a "recycle/trash transfer station" to be developed within Planning Area 4 of the Compark PD, contrary to the Comprehensive Development Plan; Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District); the Douglas County Comprehensive Master Plan 2035 (specifically that part of the County's plan that includes the "Parker Municipal Planning Area"); and the Parker 2035 General Land Use Plan. In response, the Landowners described in Ordinance No. 2.259, Series of 2018, submitted an annexation petition (the "Annexation Petition") and the application to zone the Real Property PD-Planned Development, which zoning will retain most of the development standards and uses contained in the Compark PD as described in this Ordinance, but will exclude recycle/trash transfer facility, jail/correctional facility, and other incompatible industrial uses, including auto/truck services, truck terminal, car wash, construction yards, large equipment rental, mini-warehouse/self storage, outdoor storage area, recreational vehicle and boat storage, and satellite receiving dish farm, as provided in the Grasslands/Prairie Trail Development Guide and Plan attached as Exhibit 2.

The developed uses within Planning Area 4 of the Compark PD and the surrounding areas located in the Town and the Town Urban Growth Area, include research and development, light industrial, commercial business, higher educational campus, school, personal services and residential uses, with a character that complements and is compatible with existing uses, but is incompatible with other uses that are listed in the Compark PD, specifically, general industrial uses such as a recycle/trash transfer facility, a jail/correctional facility, and the other incompatible

industrial uses described above. Existing uses within Planning Area 4 of the Compark PD and the surrounding area located in the Town and within the Town Urban Growth Area, including portions of the Compark PD that were previously annexed into the Town, include a research and development center for a multinational Fortune 100 telecommunications company; a medical device manufacturer; a nationally ranked junior-Olympic-level volleyball training facility with year-round teams, clinics and camps; a medical university; a performing arts charter school for grades K-8; and single-family detached homes.

As described in the whereas clauses contained in Ordinance No. 2.259, Series of 2018, the Comprehensive Development Plan contemplates the annexation of the real property that is contiguous with the Town and is located within the Town Urban Growth Area. Moreover, the Town of Parker is allowed to impose zoning restrictions on annexed lands, after annexation, in order that those lands may be accommodated into the orderly growth patterns of the Town. Here, the Real Property is located entirely within the Town Urban Growth Area, and satisfies the contiguity requirement of C.R.S. § 31-12-104(1)(a) for annexation into the Town of Parker, to be zoned in a manner that accommodates the orderly growth patterns of the Town.

The Douglas County Planning Department's potential approval of the SIP will result in the development of a general industrial use that is not only incompatible with the above-referenced existing uses, but will also devastate the character and land values of the Real Property and the surrounding areas located in the Town and the Town Urban Growth Area that have successfully developed over the past 20 years and will be contrary to the orderly growth patterns established by the Town. The approval by the County of the recycle/trash transfer facility will constitute a significant public safety impact to these existing uses due to smell, noise, and excessive truck traffic created by this general industrial use, as well as a bird attractant, which may impact the adjacent regional airport. Despite the fact that there is a pending Annexation Petition with the Town, and despite the fact that the Town has requested that the County cease processing the SIP while the Annexation Petition is pending, the County has advised the Town that it will continue to process the SIP, which is contrary to the Comprehensive Development Plan; Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District); the Douglas County Comprehensive Master Plan 2035 (specifically that part of the County's plan that includes the "Parker Municipal Planning Area"); and the Parker 2035 General Land Use Plan.

The uses that are proposed in the Grasslands/Prairie Trail Development Guide and Plan attached as Exhibit 2 are, by contrast, in compliance with the Comprehensive Development Plan, Section 19A of the Douglas County Zoning Resolution (Parker IGA Overlay District), and other applicable law, are consistent with the Douglas County Comprehensive Master Plan 2035 and the Parker 2035 General Land Use Plan, and are consistent and compatible with other existing uses of the Real Property and the surrounding area located in the Town and within the Town Urban Growth Area.

Pursuant to Section 7.6 of the Parker Home Rule Charter, the Town Council hereby finds, determines and declares that this Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the Town of Parker, in order to immediately address the significant negative impact of the pending SIP land use application and potential approval by Douglas County of a recycle/trash transfer facility, which is a general industrial use, to be located within the Real Property, prior to the effective date of this Ordinance. The adoption of this Ordinance, prior to Douglas County's approval of the SIP for this recycle/trash transfer facility,

will legislatively void the application filed in Douglas County for a recycle/trash transfer facility and subject any development within the Real Property to the Grasslands/Prairie Trail Development Plan and Guide, which does not allow general industrial uses within the Town, which is necessary for the immediate preservation of public health and safety.

Section 7. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 8. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 9. This Ordinance shall become effective immediately upon adoption.

INTRODUCED, ADOPTED AND PASSED ON SECOND READING this 16th day of April, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT C, LOT 1, A PART OF GRASSLANDS DRIVE AND A PART OF UPLAND DRIVE, COMPARK FILING NO. 2, RECORDED AT RECEPTION NO. 00031092, A PART OF UPLAND DRIVE, HIGHFIELD BUSINESS PARK, RECORDED AT RECEPTION NO. 2007041581, LOT 5A, COMPARK FILING NO. 2 – 1ST AMENDMENT, RECORDED AT RECEPTION NO. 00081064, LOTS 4B-1B, 6A-1, AND 6A-2, COMPARK FILING NO. 2 – 6TH AMENDMENT, RECORDED AT RECEPTION NO. 2004122556, AND LOT 3A, COMPARK FILING NO. 2 – 7TH AMENDMENT, RECORDED AT RECEPTION NO. 2005042299, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6A-2;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 6A-2 SOUTH 00°12'05" EAST, A DISTANCE OF 586.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) COURSES:

1. NORTH 89°56'20" EAST, A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 955.00 FEET;

2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'24", AN ARC LENGTH OF 175.68 FEET TO THE WESTERLY LINE OF THE COMPARK VILLAGE ANNEXATION – SERIAL NO. II, RECORDED AT RECEPTION NO. 2007018439 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 10°36'04" EAST, A DISTANCE OF 90.00 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT C AND THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE SAID COMPARK FILING NO. 2;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (7) COURSES:

1. SOUTH 57°03'06" EAST, A DISTANCE OF 33.22 FEET;

2. SOUTH 13°30'08" EAST, A DISTANCE OF 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.00 FEET;

3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'08", AN ARC LENGTH OF 225.46 FEET;

4. TANGENT TO SAID CURVE SOUTH 26°52'01" WEST, A DISTANCE OF 314.11 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT C;

5. CONTINUING SOUTH 26°52'01" WEST, A DISTANCE OF 98.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET;

6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°07'29", AN ARC LENGTH OF 448.92 FEET;

7. TANGENT TO SAID CURVE SOUTH 71°59'30" WEST, A DISTANCE OF 44.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4B-1B NORTH 00°12'05" WEST, A DISTANCE OF 888.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE SOUTH 89°56'20" WEST, A DISTANCE OF 655.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 3A THE FOLLOWING (2) COURSES:

1. SOUTH 00°00'00" EAST, A DISTANCE OF 529.36 FEET;

2. SOUTH 89°47'55" WEST, A DISTANCE OF 352.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°12'05" EAST, A DISTANCE OF 523.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

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

1. NORTH 89°47'55" EAST, A DISTANCE OF 694.73 FEET;

2. SOUTH 59°57'50" EAST, A DISTANCE OF 44.04 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 360.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 59°53'26" EAST;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID PRAIRIE TRAIL DRIVE THE FOLLOWING (7) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°12'19", AN ARC LENGTH OF 189.79 FEET;

2. TANGENT TO SAID CURVE SOUTH 00°05'45" EAST, A DISTANCE OF 72.42 FEET;

3. SOUTH 05°36'53" WEST, A DISTANCE OF 50.25 FEET;

4. SOUTH 00°05'45" EAST, A DISTANCE OF 73.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET;

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°28'32", AN ARC LENGTH OF 194.14 FEET;

6. TANGENT TO SAID CURVE SOUTH 30°22'46" WEST, A DISTANCE OF 16.46 FEET;

7. SOUTH 75°22'46" WEST, A DISTANCE OF 26.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINES OF SAID LOT 1 THE FOLLOWING (4) COURSES:

1. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;

3. TANGENT TO SAID CURVE SOUTH 89°15'54" WEST, A DISTANCE OF 145.80 FEET;

4. NORTH 45°28'06" WEST, A DISTANCE OF 27.03 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 89°54'45" WEST, A DISTANCE OF 70.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°12'05" WEST, A DISTANCE OF 280.00 FEET;

2. NORTH 05°30'33" EAST, A DISTANCE OF 50.25 FEET;

3. NORTH 00°12'05" WEST, A DISTANCE OF 1166.89 FEET TO THE NORTHEAST CORNER OF LOT 5, SAID HIGHFIELD BUSINESS PARK;

THENCE ACROSS GRASSLANDS DRIVE NORTH 00°19'52" WEST, A DISTANCE OF 104.07 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°04'29" EAST, A DISTANCE OF 21.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°59'41", AN ARC LENGTH OF 13.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 55.00 FEET;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138°27'54", AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 5A;

THENCE ALONG SAID WESTERLY LINE NORTH 00°03'40" WEST, A DISTANCE OF 438.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 5A;

THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 5A, 6A-1, AND 6A-2 THE FOLLOWING (3) COURSES:

1. NORTH 89°40'35" EAST, A DISTANCE OF 57.41 FEET;

2. NORTH 89°40'04" EAST, A DISTANCE OF 250.59 FEET;

3. NORTH 89°40'04" EAST, A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 45.376 ACRES, (1,976,586 SQUARE FEET), MORE OR LESS.

EXHIBIT 2

GRASSLANDS/PRAIRIE TRAIL DEVELOPMENT GUIDE AND PLAN

TOWN OF PARKER, COLORADO

I. INTRODUCTION

A. Statement of Purpose

The purpose of this Development Guide and Plan is to establish standards for the development and improvement of the real property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"), according to the Development Plan, which is attached hereto as **Exhibit B** and incorporated by this reference. The standards contained in this Development Guide and Plan are intended to control the development of the Property and carry out the goals of this planned community.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the Parker Land Development Ordinance shall apply.

II. AUTHORITY

A. Authority

The authority for this Development Guide and Plan is contained in Section 13.04.150 PD-Planned Development of the Parker Municipal Code, as amended.

B. Relationship of Town Regulations

The provisions of this Development Guide and Plan shall apply to the Property, except as otherwise provided herein. The standards outlined in the Development Guide and Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Guide and Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control.

C. Enforcement

The provisions of the Development Guide and Plan relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker.

III. CONTROL PROVISIONS

A. Any buildings or other structures located on the Property shall only be used as provided for in this Development Guide and Plan.

B. The location and bulk of all buildings and other structures built after the effective date of this Development Guide and Plan shall be in conformance with:

1. All applicable standards contained within the Development Guide and Plan; and
2. Any other applicable Town of Parker standards.

IV. GENERAL PROVISIONS AND DEVELOPMENT STANDARDS

A. Intent

Areas contained within the Development Plan are intended to allow for land use flexibility and versatility and are expected to attract regional distribution warehouses, research and development carriers, regional, community and business services and supporting facilities.

The intent of site plan development within the areas contained in the Development Plan is to orient primary architectural façades toward Chambers Road and the North Frontage Road. Direct view of outside storage areas, loading docks and service activities are intended to be screened from these roadways.

B. Design Review

An architectural review committee, utilizing covenants, conditions and restrictions as well as design guidelines will be established as per the commitments section of this Planned Development. The design standards and architectural guidelines will define specific requirements for building heights, colors, materials, landscaping and overall goals of the land use designation and planning areas. They are intended to provide the tools to help achieve a consistent image for the areas contained within the Planned Development.

C. Principal Uses

The following uses are allowed in compliance with an approved Site Plan.

- Agriculture – Commercial – such as the following: provided loading areas are adequately screened from Chambers Road, the N Frontage Road ROW and the Happy Canyon Creek open space. Livestock yards and feed lots are not allowed

  General agricultural uses such as farming and the grazing of livestock is permitted until a site improvement plan for development is approved and construction begins
  - Nurseries
  - Greenhouses
  - Produce sales
  - Sod and Tree Farm
- Animal Hospital and Veterinary Clinic
- Assembly or Light Manufacturing Plant
- Athletic Club – Private/Public
- Congregate care, Convalescent Home, Nursing Home or Retirement Home
- Construction Industries with outdoor storage
- Custom shops and special trade contractors including but not limited to plumbing, electrical heating, air conditioning, cabinet making and printing shops and/or repair shops
- Fire Station
- Golf Course
- Hardware Store/Home Repairs
- Industrial Manufacturing
- Industrial Services
- Medical and Dental Office/Clinic
- Motor Vehicle equipment sales/service/repair, provided
  - a landscaped buffer is provided along the Happy Canyon Creek Open Space

- Office (Professional)
- Office Warehouse or Showroom Warehouse
- Open Space
- Park Playground
- Parking lot – Commercial – for off-site uses such as an RTD Park-N-Ride
- Recreation Facility – Indoor/Outdoor – Public/Private, no motorized vehicles for outdoor use
- Research and Development; Basic and Applied, Experimental and Testing
- Retail Sales/Service
- Sales Office/temporary
- Schools – Private or Public, including colleges or universities and related facilities
  - K-12 are not allowed
- Sheriff's Station
- Telecommunications Facility
- Temporary Structures
- Utility Major Facility
- Utility Service Facility
- Warehouse Distribution Center
- Wells & Pumping Station
- Wholesale Business/General Merchandising

D. Accessory Uses

The following shall be allowed only when a principal use has been established on the lot:

- Employee/Tenant Cafeteria
- Outdoor storage, which shall be screened from the Happy Canyon Creek Open Space. Placement of structures or the use of architectural walls shall be used to screen outdoor storage from the adjacent open space and residential planning area.
- Satellite receiving dishes
- Special Community Events
- Temporary Construction Yards in accordance with the Parker Land Development Ordinance, as amended
- Temporary Structures as an accessory use in accordance with the Parker Land Development Ordinance, as amended

E. Uses permitted by Special Review

The following uses are permitted in accordance with the Use by Special Review and Site Plan sections of the Parker Land Development Ordinance, as amended:

- Water/Wastewater treatment or storage in excess of 5,000 gallons-public or private facility

F. Development Standards for Principal and Accessory Uses

Typical Standards for all Land Use Designations apply unless stipulated below.

Building Height

- Maximum Building Height: 60 feet

Minimum Lot Area

- none

Minimum Structural Setbacks

The setback is measured from the lot line to the wall of the structure horizontally and perpendicular to the lot line or right-of-way

Abutting a dedicated roadway right-of-way:

- Chambers Road ROW 50 feet
- North Frontage Road ROW 40 feet
- Collector/local/interior dedicated ROW 20 feet

Adjoining:

- Land uses: no setback
- Green Acres Tributary boundary 20 feet
- Happy Canyon Creek boundary 40 feet

Building setbacks from Happy Canyon Creek may be reduced to 20 feet if the architectural character and site design provide a compatible pedestrian environment and/or landscaped buffer along the open space.

- Undeveloped A-1 Districts 40 feet
- Arapahoe County / Dove Valley MU PUD 40 feet

Parking Structures

Parking shall be provided in accordance with the Typical Standards for all Land Use Designations established by this document and the Parker Land Development Ordinance, as amended, except as follows:

- Minimum Setbacks for off-street parking:

Chambers Road ROW	20 Feet
North Frontage Road ROW	20 Feet
Internal Streets	15 Feet
Green Acres Tributary	10 Feet
Happy Canyon Creek Open Space	20 Feet

EXHIBIT A

LEGAL DESCRIPTION

TRACT C, LOT 1, A PART OF GRASSLANDS DRIVE AND A PART OF UPLAND DRIVE, COMPARK FILING NO. 2, RECORDED AT RECEPTION NO. 00031092, A PART OF UPLAND DRIVE, HIGHFIELD BUSINESS PARK, RECORDED AT RECEPTION NO. 2007041581, LOT 5A, COMPARK FILING NO. 2 – 1ST AMENDMENT, RECORDED AT RECEPTION NO. 00081064, LOTS 4B-1B, 6A-1, AND 6A-2, COMPARK FILING NO. 2 – 6TH AMENDMENT, RECORDED AT RECEPTION NO. 2004122556, AND LOT 3A, COMPARK FILING NO. 2 – 7TH AMENDMENT, RECORDED AT RECEPTION NO. 2005042299, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6A-2;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 6A-2 SOUTH 00°12'05" EAST, A DISTANCE OF 586.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) COURSES:

3. NORTH 89°56'20" EAST, A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 955.00 FEET;

4. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°32'24", AN ARC LENGTH OF 175.68 FEET TO THE WESTERLY LINE OF THE COMPARK VILLAGE ANNEXATION – SERIAL NO. II, RECORDED AT RECEPTION NO. 2007018439 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 10°36'04" EAST, A DISTANCE OF 90.00 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT C AND THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE SAID COMPARK FILING NO. 2;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (7) COURSES:

8. SOUTH 57°03'06" EAST, A DISTANCE OF 33.22 FEET;

9. SOUTH 13°30'08" EAST, A DISTANCE OF 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.00 FEET;

10. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'08", AN ARC LENGTH OF 225.46 FEET;

11. TANGENT TO SAID CURVE SOUTH 26°52'01" WEST, A DISTANCE OF 314.11 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT C;

12. CONTINUING SOUTH 26°52'01" WEST, A DISTANCE OF 98.69 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET;

13. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°07'29", AN ARC LENGTH OF 448.92 FEET;

14. TANGENT TO SAID CURVE SOUTH 71°59'30" WEST, A DISTANCE OF 44.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4B-1B NORTH 00°12'05" WEST, A DISTANCE OF 888.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE SOUTH 89°56'20" WEST, A DISTANCE OF 655.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 3A THE FOLLOWING (2) COURSES:

3. SOUTH 00°00'00" EAST, A DISTANCE OF 529.36 FEET;

4. SOUTH 89°47'55" WEST, A DISTANCE OF 352.06 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°12'05" EAST, A DISTANCE OF 523.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

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

3. NORTH 89°47'55" EAST, A DISTANCE OF 694.73 FEET;

4. SOUTH 59°57'50" EAST, A DISTANCE OF 44.04 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 360.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 59°53'26" EAST;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID PRAIRIE TRAIL DRIVE THE FOLLOWING (7) COURSES:

8. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°12'19", AN ARC LENGTH OF 189.79 FEET;

9. TANGENT TO SAID CURVE SOUTH 00°05'45" EAST, A DISTANCE OF 72.42 FEET;

10. SOUTH 05°36'53" WEST, A DISTANCE OF 50.25 FEET;

11. SOUTH 00°05'45" EAST, A DISTANCE OF 73.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET;

12. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°28'32", AN ARC LENGTH OF 194.14 FEET;

13. TANGENT TO SAID CURVE SOUTH 30°22'46" WEST, A DISTANCE OF 16.46 FEET;

14. SOUTH 75°22'46" WEST, A DISTANCE OF 26.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINES OF SAID LOT 1 THE FOLLOWING (4) COURSES:

5. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;

6. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°06'53", AN ARC LENGTH OF 350.27 FEET;

7. TANGENT TO SAID CURVE SOUTH 89°15'54" WEST, A DISTANCE OF 145.80 FEET;

8. NORTH 45°28'06" WEST, A DISTANCE OF 27.03 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 89°54'45" WEST, A DISTANCE OF 70.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

4. NORTH 00°12'05" WEST, A DISTANCE OF 280.00 FEET;

5. NORTH 05°30'33" EAST, A DISTANCE OF 50.25 FEET;

6. NORTH 00°12'05" WEST, A DISTANCE OF 1166.89 FEET TO THE NORTHEAST CORNER OF LOT 5, SAID HIGHFIELD BUSINESS PARK;

THENCE ACROSS GRASSLANDS DRIVE NORTH 00°19'52" WEST, A DISTANCE OF 104.07 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

4. NORTH 00°04'29" EAST, A DISTANCE OF 21.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;

5. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°59'41", AN ARC LENGTH OF 13.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 55.00 FEET;

6. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138°27'54", AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 5A;

THENCE ALONG SAID WESTERLY LINE NORTH 00°03'40" WEST, A DISTANCE OF 438.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 5A;

THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 5A, 6A-1, AND 6A-2 THE FOLLOWING (3) COURSES:

4. NORTH 89°40'35" EAST, A DISTANCE OF 57.41 FEET;

5. NORTH 89°40'04" EAST, A DISTANCE OF 250.59 FEET;

6. NORTH 89°40'04" EAST, A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 45.376 ACRES, (1,976,586 SQUARE FEET), MORE OR LESS.

EXHIBIT B

GRASSLANDS/PRAIRIE TRAIL PLANNED DEVELOPMENT

DEVELOPMENT PLAN

LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 2

LEGAL DESCRIPTION

TRACT C, LOT 1, A PART OF GRASSLANDS DRIVE AND A PART OF UPLAND DRIVE, COMPARK FILING NO. 2, RECORDED AT RECEPTION NO. 0003111092, A PART OF UPLAND DRIVE, HIGHFIELD BUSINESS PARK, RECORDED AT RECEPTION NO. 2007041581, LOT 3A, COMPARK FILING NO. 2 -1ST AMENDMENT, RECORDED AT RECEPTION NO. 0009108A, LOTS 4B-1B, 6A-1, AND 6A-2, COMPARK FILING NO. 2 -6TH AMENDMENT, RECORDED AT RECEPTION NO. 2004122336, AND LOT 3A, COMPARK FILING NO. 2 -7TH AMENDMENT, RECORDED AT RECEPTION NO. 2005042298, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6A-2;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 6A-2 SOUTH 00°12'05" EAST, A DISTANCE OF 388.88 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) COURSES:

1. NORTH 89°36'20" EAST, A DISTANCE OF 2.54 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 933.00 FEET;

2. EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°33'24", AN ARC LENGTH OF 173.68 FEET TO THE WESTERLY LINE OF THE COMPARK VILLAGE ANNEXATION -SERIAL NO. II, RECORDED AT RECEPTION NO. 2007018439 IN SAID RECORDS;

THENCE ALONG SAID WESTERLY LINE SOUTH 10°36'04" EAST, A DISTANCE OF 90.00 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT C AND THE WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE SAID COMPARK FILING NO. 2;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING (7) COURSES:

1. SOUTH 57°03'08" EAST, A DISTANCE OF 33.22 FEET;

2. SOUTH 13°30'08" EAST, A DISTANCE OF 2.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 320.00 FEET;

3. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°22'08", AN ARC LENGTH OF 225.48 FEET;

4. TANGENT TO SAID CURVE SOUTH 26°52'01" WEST, A DISTANCE OF 314.11 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT C;

5. CONTINUING SOUTH 26°52'01" WEST, A DISTANCE OF 98.89 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 570.00 FEET;

6. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°07'29", AN ARC LENGTH OF 448.92 FEET;

7. TANGENT TO SAID CURVE SOUTH 71°59'30" WEST, A DISTANCE OF 44.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 4B-1B NORTH 00°12'05" WEST, A DISTANCE OF 888.18 FEET TO THE NORTHWEST CORNER OF SAID LOT 4B-1B;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GRASSLANDS DRIVE SOUTH 89°36'20" WEST, A DISTANCE OF 633.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 3A;

THENCE ALONG THE EASTERLY AND SOUTHERLY LINES OF SAID LOT 3A THE FOLLOWING (2) COURSES:

1. SOUTH 00°00'00" EAST, A DISTANCE OF 529.36 FEET;

2. SOUTH 89°47'35" WEST, A DISTANCE OF 332.08 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 00°12'05" EAST, A DISTANCE OF 523.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

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

1. NORTH 89°47'55" EAST, A DISTANCE OF 694.73 FEET;

2. SOUTH 59°37'30" EAST, A DISTANCE OF 44.04 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF PRAIRIE TRAIL DRIVE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 350.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 59°53'28" EAST;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID PRAIRIE TRAIL DRIVE THE FOLLOWING (7) COURSES:

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°12'19", AN ARC LENGTH OF 189.79 FEET;

2. TANGENT TO SAID CURVE SOUTH 00°05'49" EAST, A DISTANCE OF 72.42 FEET;

3. SOUTH 05°38'33" WEST, A DISTANCE OF 50.25 FEET;

4. SOUTH 00°05'49" EAST, A DISTANCE OF 73.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 365.00 FEET;

5. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°28'32", AN ARC LENGTH OF 194.14 FEET;

6. TANGENT TO SAID CURVE SOUTH 30°22'48" WEST, A DISTANCE OF 18.48 FEET;

7. SOUTH 75°22'48" WEST, A DISTANCE OF 28.87 FEET TO THE SOUTHERLY LINE OF SAID LOT 1;

THENCE ALONG THE SOUTHERLY LINES OF SAID LOT 1 THE FOLLOWING (4) COURSES:

1. NORTH 59°37'14" WEST, A DISTANCE OF 103.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 645.00 FEET;

2. WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°08'53", AN ARC LENGTH OF 350.27 FEET;

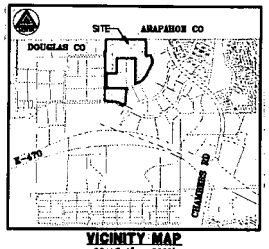
3. TANGENT TO SAID CURVE SOUTH 89°15'54" WEST, A DISTANCE OF 145.80 FEET;

4. NORTH 45°28'06" WEST, A DISTANCE OF 27.03 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 89°54'45" WEST, A DISTANCE OF 70.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°12'05" WEST, A DISTANCE OF 260.00 FEET;



VICINITY MAP
SCALE 1" = 2000'

LEGAL DESCRIPTION CONTINUED

2. NORTH 05°30'33" EAST, A DISTANCE OF 50.25 FEET;

3. NORTH 00°12'05" WEST, A DISTANCE OF 1156.89 FEET TO THE NORTHEAST CORNER OF LOT 3A SAID HIGHFIELD BUSINESS PARK;

THENCE ACROSS GRASSLANDS DRIVE NORTH 00°19'52" WEST, A DISTANCE OF 104.07 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF UPLAND DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINES OF SAID UPLAND DRIVE THE FOLLOWING (3) COURSES:

1. NORTH 00°04'29" EAST, A DISTANCE OF 21.34 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET;

2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°59'41", AN ARC LENGTH OF 13.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY HAVING A RADIUS OF 55.00 FEET;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 138°27'54", AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 3A;

THENCE ALONG SAID WESTERLY LINE NORTH 00°03'40" WEST, A DISTANCE OF 438.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 3A;

THENCE ALONG THE NORTHERLY LINES OF SAID LOTS 3A, 6A-1, AND 6A-2 THE FOLLOWING (3) COURSES:

1. NORTH 89°40'33" EAST, A DISTANCE OF 57.41 FEET;

2. NORTH 89°40'04" EAST, A DISTANCE OF 250.59 FEET;

3. NORTH 89°40'04" EAST, A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 45.376 ACRES, (1,976,588 SQUARE FEET), MORE OR LESS.

PLANNING COMMISSION ACCEPTANCE

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON

_____, 2018.

_____
COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF
OF THE TOWN OF PARKER PLANNING COMMISSION

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22581

DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 22581
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

NOTICE:
ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TOWN COUNCIL ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF

_____, 2018.

_____
MAYOR, TOWN OF PARKER

_____
ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS MAP WAS FILED IN MY OFFICE ON THIS _____ DAY OF

_____ 2018 A.D., AT _____

A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

_____
COUNTY CLERK AND RECORDER

SCALE	1"=200'
BY	JRW
DES	
DATE	2/26/18

NO.	BY	DATE	REVISION DESCRIPTION

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

GRASSLANDS/PRAIRIE TRAIL PLANNED DEVELOPMENT
S6, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
20120 E. MAINSTREET, PARKER, CO 80138

SHEET 1 OF 2 SHEETS

JOB NO. 24918-04

GRASSLANDS/PRAIRIE TRAIL PLANNED DEVELOPMENT

DEVELOPMENT PLAN

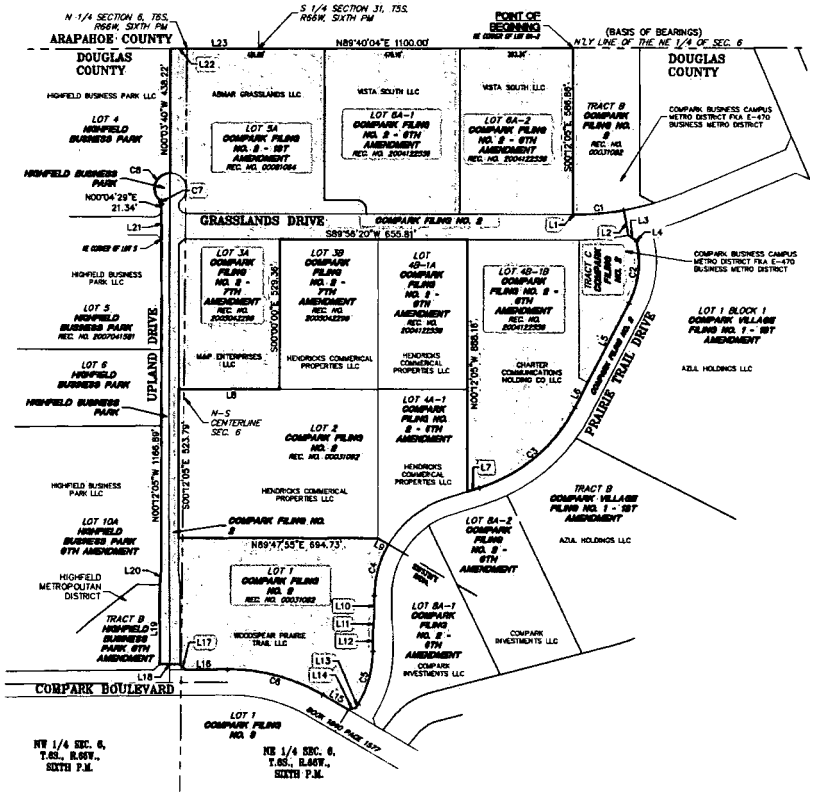
LOCATED IN THE NORTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 2

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°56'20"E	2.54'
L2	S10°36'04"E	90.00'
L3	S57°03'06"E	33.22'
L4	S13°30'08"E	2.50'
L5	S26°52'01"W	314.11'
L6	S26°52'01"W	98.69'
L7	S71°59'30"W	44.75'
L8	S89°47'55"W	352.06'
L9	S59°57'50"E	44.04'
L10	S00°05'45"E	72.42'
L11	S05°36'53"W	50.25'
L12	S00°05'45"E	73.21'
L13	S30°22'46"W	16.46'
L14	S75°22'46"W	28.87'
L15	N59°37'14"W	103.25'
L16	S89°15'54"W	145.80'
L17	N45°28'06"W	27.03'
L18	S89°54'45"W	70.00'
L19	N00°12'05"W	280.00'
L20	N05°30'33"E	50.25'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N00°19'52"W	104.07'
L22	N89°40'35"E	57.41'
L23	N89°40'04"E	250.59'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	10°32'24"	955.00'	175.68'
C2	40°22'08"	320.00'	225.46'
C3	45°07'29"	570.00'	448.92'
C4	30°12'19"	360.00'	189.79'
C5	30°28'32"	365.00'	194.14'
C6	31°06'53"	645.00'	350.27'
C7	49°59'41"	15.00'	13.09'
C8	138°27'54"	55.00'	132.92'



LEGEND

DEVELOPMENT PLAN AREA
LOT OR PARCEL LINE
ROW LINE
SECTION LINE

GENERAL NOTES

1. BASIS OF BEARINGS: BEARINGS ARE BASED UPON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89°40'04" EAST, AS SHOWN ON THE RECORDED PLAT OF COMPARK, FILING NO. 2 RECORDED AT RECEPTION NO. 0031092 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE.

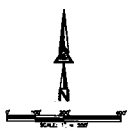
2. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET UNITS.

3. PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

4. THIS MAP WAS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE IN DOUGLAS COUNTY, COLORADO, TO THE BEST OF MY INFORMATION, KNOWLEDGE, AND BELIEF.

5. THIS MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.

6. THE PROPOSED ZONING OF THE PARCEL SHOWN HEREON IS PD – PLANNED DEVELOPMENT.



FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

SCALE	BY	DES	DATE
1"=200'	JRW	DEC	2/26/13

DATE	BY	REVISION DESCRIPTION

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
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GRASSLANDS/PRAIRIE TRAIL PLANNED DEVELOPMENT
S6, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
20120 E. MAINSTREET, PARKER, CO 80138

SHEET 2 OF 2 SHEETS

JOB NO. 24918-04

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Tara Moore, Employment & Org. Dev. Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.466.3 - Second Reading**
A Bill for an Ordinance to Amend Section 4.9 of the Town of Parker Personnel Manual Concerning Military Leave

Department: **Human Resources, Tara Moore**

EXECUTIVE SUMMARY

Upon investigation and review of the Personnel Manual Section 4.9 Military Leave, it was discovered that the Town's policy was in direct violation with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) regulations. This ordinance is being presented for the purpose of updating the Town's policy to be in compliance and provide better care for our employees who serve in the military.

The Town of Parker strives to provide excellent benefits to its employees while staying in compliance with Federal and State laws and related regulations. The Human Resources Department will continue to review the Personnel Manual to make sure it does not violate any of these laws and regulations and to seek creative and innovative ways to provide the best to our employees within those constraints.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town recently had two of its employees go out on active duty military leave, one for a period of 8 months and the other for 14 months. The Human Resources Department reviewed the military leave policy to ensure it was not only compliant with federal and state regulations, but favorable to the employee. Upon extensive research it was discovered that the Town Personnel Manual Section 4.9 Military Leave, was in direct violation with USERRA regulations. USERRA, is a Federal law that established rights and responsibilities for uniformed service members and their civilian employers. The policy was updated to comply with USERRA as it relates to offering healthcare and the length of time it must be offered to the employee and

their families. The policy was also updated to include the extension of other Town benefits such as holiday pay and vacation accrual for the duration of the employee's leave.

FINANCIAL IMPACT

Both the employee and the Town continue to pay their portions of healthcare premiums while the employee is out on military leave. While an employee is out on military leave, the Town pays them differential pay (the difference between what they make with the Town and what they are being paid by the military). Since there is no change in premiums paid, and the Town is only paying the employee a portion of their income while they are on military leave, there is no financial impacts on the Town with this policy change.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.466.3

RECOMMENDED MOTION

I move to approve Ordinance No. 1.466.3 on second reading.

ORDINANCE NO. 1.466.3 , Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 4.9 OF THE TOWN OF PARKER PERSONNEL MANUAL CONCERNING MILITARY LEAVE

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

Section 1. Section 4.9 of the Parker Personnel Manual concerning military leave is amended to read as follows:

4.9– Military Leave

Employees enlisted or drafted for military services are covered under veterans' reemployment rights~~.~~ **found at 38 U.S.C. § 4301, *et seq*., and known as "USSERA."** They are granted unpaid military leaves of absence **and are guaranteed reemployment,** subject to **USSERA's limits** ~~**Veterans' laws**~~. If an employee is in the Reserves or National Guard and is called for training, all employee benefits are retained. The training time will not be charged to the employee's vacation time. Seniority, job status, vacation/sick leave accruals and other Town benefits will continue **consistent with USSERA**. While on military leave, the Town shall pay the employee the difference between the amount received for such required duty and the employee's salary, if the salary paid by the Town is greater.

Employees that are no longer on probationary status that are involuntarily called to active **military** duty shall continue to receive their regular rate of pay, offset by military pay, while on active duty. Employees on ~~**active duty**~~ **military leave** will continue to receive the benefits provided for in this Manual ~~**for up to a maximum amount of one hundred eighty (180) days or six (6) months**~~**, with the exception of health insurance (medical, dental, and vision coverage) and life insurance, which are discussed below**.

An employee may elect to continue health insurance for a period of time that is the lesser of: (1) the 24-month period beginning on the date on which the employee's absence for the purpose of performing military service begins; or (2) the period beginning on the date on which the employee's absence for the purpose of performing military service begins, and ending on the date on which the employee fails to return from service or apply for a position of employment with the Town as required by 38 U.S.C. §§ 4312 (e) and (f), as amended. During this time, the Town will continue to make its contribution to the cost of the employee's health insurance. After twenty-four (24) months of military leave, the Town may require the employee to elect continuing coverage under COBRA and to pay the employee's full premium under the Town's health plan, plus two percent (2%) for administrative costs.

Continuation of benefits during military leave will be handled consistent with Section 4.2 of this Manual. Upon military leave, an employee cannot elect to continue health insurance coverage that the employee does not currently have.

An employee on military leave may continue life insurance coverage for three (3) months after the leave begins; provided premium payments are timely made on the employee's behalf. Life insurance will be reinstated upon the employee's return to work.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.273 - Second Reading (continued from May 7, 2018)**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Parker Water and Sanitation District Regarding Public Improvements Security

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

Approval of an Intergovernmental Agreement between the Town of Parker and the Parker Water and Sanitation District (PWSD) regarding the elimination of the public improvements security requirements. This proposed change is in the best interest of both the Town of Parker and Parker Water and Sanitation District by reducing costs of projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and PWSD have requirements for public improvements to be secured by a security deposit in the form of cash or letter of credit to ensure the installation of improvements. This is done as most development work could be considered speculative in nature and the security requirement ensures that improvements will be completed. Unlike private development, all governmental entities in Colorado are required to budget and appropriate for their improvements. Through this budget and appropriation process, governmental entities secure the public improvements. By requiring PWSD to secure Town improvements or vice-versa, this creates a double security requirement which in turn creates additional cost. In addition, unlike private development, governmental entities like

PWSD are here for the "long haul" and have a vested interest in the community. By the elimination of this security requirement for projects involving just the Town and PWSD, this will reduce the cost of projects for the taxpayers.

First reading of this ordinance was approved by Town Council on April 2, 2018. At the request of Town staff with concurrence from PWSD staff, second reading of this ordinance was continued to May 21, 2018 to allow for revisions.

FINANCIAL IMPACT

By the elimination of the provision of security as it pertains to the installation of Town public improvements and/or PWSD improvement improvements, both entities will eliminate the costs associated with providing a letter of credit or additional cash to ensure that the improvements are completed. While this security cost is not a major factor in the overall project cost, it is a cost that can be eliminated which will in turn result in a lower cost for the taxpayers.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.273

RECOMMENDED MOTION

I move to approve Ordinance No. 9.273 on second reading.

ORDINANCE NO. 9.273, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND PARKER WATER AND SANITATION DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and Parker Water and Sanitation District Regarding Public Improvements Security, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND PARKER WATER AND SANITATION DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2018, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Parker Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the "District").

WITNESSETH

Whereas, C.R.S. § 29-1-203 authorizes the Town and the District, as political subdivisions, to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

Whereas, the Town and the District desire to cooperate in coordinating their respective improvement projects to minimize their impact and cost on the community;

Whereas, the Town regulates the installation of improvements that are constructed on real property owned by the Town ("Town Regulations"), including streets, parks, open space, and public facilities (the "Town Property");

Whereas, the Town Regulations provide that, prior to the installation of improvements on Town Property, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of improvements on Town Property;

Whereas, the District regulates the installation of improvements on that are constructed on real property owned by the District ("District Regulations"), including water and sewer facilities ("District Property");

Whereas, the District Regulations provide that, prior to the installation of improvements on District Property, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of improvements on District Property;

Whereas, the Town and the District respectively own and maintain Town Property and the District Property for the benefit of the community;

Whereas, the cost to the Town to provide security to the District for the installation of Town improvements on District Property and the cost to the District to provide security to the Town for District improvements on Town Property increases the cost to the community of public projects; and

Whereas, the Town and the District agree that it is in the best interest of the community to cooperate to reduce the cost of public projects by eliminating the provision of security as it pertains to the installation of Town improvements on District property and District improvements on Town Property.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. District Facilities. The Town will not require the District, prior to the installation of District improvements on Town Property, to deposit security with the Town to secure the installation of District improvements on Town Property.

2. Town Facilities. The District will not require the Town, prior to the installation of Town improvements on District Property, to deposit security with the District to secure the installation of Town improvements on District Property.

3. Town Permitting/Approval of District Facilities. Nothing in this Agreement limits the permitting or approval requirements of the Town to regulate the installation of District improvements on Town Property.

4. District Permitting/Approval of Town Facilities. Nothing in this Agreement limits the permitting or approval requirements of the District to regulate the installation of Town improvements on District Property.

5. Termination of Agreement. Either party may terminate this Agreement without liability to the other party upon providing at least six (6) months' advanced written notice to the other party. Until termination, each party shall continue to perform all duties and obligations set forth herein, pursuant to the terms of this Agreement.

6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Director of Engineering/Public Works
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

District: District Manager
Parker Water and Sanitation District
18100 E. Woodman Drive
Parker, Colorado 80134

7. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State

of Colorado and the parties waive any right to remove any action to any other court, whether state or federal.

9. Separate Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

11. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

12. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

PARKER WATER AND SANITATION DISTRICT

_____
Ron Redd, P.E., District Manager

ATTEST:

_____
Maleia Good, Engineering Secretary

PARKER
COLORADO

Request for Town Council Action

Date: May 21, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.274 - Second Reading (continued from May 7, 2018)**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Between the Town of Parker and Cottonwood Water and Sanitation District Regarding Public Improvements Security

Department: **Engineering and Public Works, Chris Hudson**

EXECUTIVE SUMMARY

Approval of an Intergovernmental Agreement between the Town of Parker and the Cottonwood Water and Sanitation District (CWSD) regarding the elimination of the public improvements security requirements. This proposed change is in the best interest of both the Town of Parker and Cottonwood Water and Sanitation District by reducing costs of projects.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Both the Town of Parker and CWSD have requirements for public improvements to be secured by a security deposit in the form of cash or letter of credit to ensure the installation of improvements. This is done as most development work could be considered speculative in nature and the security requirement ensures that improvements will be completed. Unlike private development, all governmental entities in Colorado are required to budget and appropriate for their improvements. Through this budget and appropriation process, governmental entities secure the public improvements. By requiring CWSD to secure Town improvements or vice-versa, this creates a double security requirement which in turn creates additional cost. In addition, unlike private development, governmental entities like

CWSD are here for the "long haul" and have a vested interest in the community. By the elimination of this security requirement for projects involving just the Town and CWSD, this will reduce the cost of projects for the taxpayers.

First reading of this ordinance was approved by Town Council on April 2, 2018. At the request of Town staff with concurrence from CWSD staff, second reading of this ordinance was continued to May 21, 2018 to allow for revisions.

FINANCIAL IMPACT

By the elimination of the provision of security as it pertains to the installation of Town improvements and/or CWSD improvements, both entities will eliminate the costs associated with providing a letter of credit or additional cash to ensure that the improvements are completed. While this security cost is not a major factor in the overall project cost, it is a cost that can be eliminated which will in turn result in a lower cost for the taxpayers.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.274

RECOMMENDED MOTION

I move to approve Ordinance No. 9.274 on second reading.

ORDINANCE NO. 9.274, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND COTTONWOOD WATER AND SANITATION DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and Cottonwood Water and Sanitation District Regarding Public Improvements Security, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2018.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND COTTONWOOD WATER AND SANITATION DISTRICT REGARDING PUBLIC IMPROVEMENTS SECURITY

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2018, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Cottonwood Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes (the "District").

WITNESSETH

Whereas, C.R.S. § 29-1-203 authorizes the Town and the District, as political subdivisions, to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

Whereas, the Town and the District desire to cooperate in coordinating their respective improvement projects to minimize their impact and cost on the community;

Whereas, the Town regulates the installation of public improvements that are to be owned by the Town ("Town Regulations"), including streets, sidewalk, drainage facilities, and other public infrastructure (the "Town Improvements");

Whereas, the Town Regulations provide that, prior to the installation of Town Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of improvements;

Whereas, the District regulates the installation of certain improvements that are to be owned by the District ("District Regulations"), including water and sewer facilities ("District Improvements");

Whereas, the District Regulations provide that, prior to the installation of District Improvements, the owner of such improvements shall deposit security in the form of cash or letter of credit to secure the installation of the improvements;

Whereas, the Town and the District respectively own and maintain Town Improvements and the District Improvements for the benefit of the community;

Whereas, the cost to the Town to provide security to the District for the installation of District Improvements and the cost to the District to provide security to the Town for Town Improvements increases the cost to the community of public projects; and

Whereas, the Town and the District agree that it is in the best interest of the community to cooperate to reduce the cost of public projects by eliminating the provision of security as it pertains to the installation of District Improvements by the Town and Town Improvements by the District.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are hereby acknowledged, the Town and the District agree as follows:

1. Town Improvements. The Town will not require the District, prior to the installation of Town Improvements by the District, to deposit security with the Town to secure the installation of the improvements.

2. District Improvements. The District will not require the Town, prior to the installation of District Improvements by the Town, to deposit security with the District to secure the installation of the improvements.

3. Town Permitting/Approval of District Facilities. The Town will not require the District, prior to the issuance of a grading permit to the District, to provide security for construction best management practices, as required in Town Criteria. Nothing in this Agreement otherwise limits the permitting or approval requirements of the Town to regulate the installation of District improvements on Town Property.

4. District Permitting/Approval of Town Facilities. Nothing in this Agreement limits the permitting or approval requirements of the District to regulate the installation of Town improvements on District Property.

5. Termination of Agreement. Either party may terminate this Agreement without liability to the other party upon providing at least six (6) months' advanced written notice to the other party. Until termination, each party shall continue to perform all duties and obligations set forth herein, pursuant to the terms of this Agreement.

6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Director of Engineering/Public Works
Town of Parker
20120 E. Mainstreet
Parker, Colorado 80138

District: District Manager
Cottonwood Water and Sanitation District
188 Inverness Drive West, Suite 150
Centennial, Colorado 80112

7. Additional Documents. The parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the parties waive any right to remove any action to any other court, whether state or federal.

9. Separate Entities. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

11. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

12. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

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

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

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

COTTONWOOD WATER AND SANITATION DISTRICT

_____

Randall Warren, District Manager

ATTEST:

_____

Scott Barnett, District Engineer