

TOWN OF PARKER COUNCIL AGENDA

May 7, 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

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

5. PUBLIC COMMENTS

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. CONSENT AGENDA

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

A. APPROVAL OF MINUTES - 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*

8. **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

B. ORDINANCE NO. 1.507.2 – 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

C. HARVIE PROPERTY - Annexation, Zoning and Exemption Plat

Applicant: Town of Parker
Location: Generally located north of Mainstreet at Canterbury 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

9. **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
- 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
- C. **ORDINANCE NO. 1.511 - 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
- D. **ORDINANCE NO. 1.512 - 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
- E. **ORDINANCE NO. 4.53.7 - 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
- F. **ORDINANCE NO. 9.275 - 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
- G. **ORDINANCE NO. 9.269.1 - 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

10. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

May 7, 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. Compark economic development opportunities
2. Replacement Intergovernmental Agreement between the Town and Douglas County regarding the collection and delivery of the countywide sales and use tax

"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)."

3. Sanchez v. Town of Parker, Federal District Court
4. Section 12.02.120 of the Parker Municipal Code (camping on public property)
5. Section 4.03.200(a)(2) of the Parker Municipal Code concerning sales to charitable organizations
6. 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.

**TOWN OF PARKER COUNCIL
MINUTES
APRIL 16, 2018**

Mayor Mike Waid called the meeting to order at 5:43 p.m. All Councilmembers were present.

Jim Maloney announced the topics for the Executive Session were four (4) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items; the first item was the proposed Bargain and Sale Deed from Douglas County concerning reversionary interest in the Parker Senior Center Property; and the second item was a request to vacate a portion of Sun Way. Under C.R.S. § 24-6-402(4)(b) there were two (2) items; the first item was the Colorado Revised Statute Section 31-12-114 concerning conflicting claims by two or more municipalities and Town of Parker Annexation Case No. ANX18-00; and the second item was the Town of Parker v. Oltmann, et al, Douglas County District Court.

EXECUTIVE SESSION

Amy Holland moved and John Diak seconded to go into Executive Session at 5:45 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.

Joshua Rivero moved and Renee Williams seconded to adjourn the Executive Session at 6:35 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7 p.m.

The youth in the audience led the Pledge of Allegiance.

SPECIAL PRESENTATIONS – None.

PARKER CHAMBER OF COMMERCE UPDATES – None.

PUBLIC COMMENTS – None.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL – The Mayor reported that his hair color is due to the highest donor for the St. Baldricks Shave the Mayor Contest. The largest contributor gets to choose the Mayor's hair color and the Mayor wears the color for a period of time before it is shaved off.

CONSENT AGENDA

- A. APPROVAL OF MINUTES - April 2, 2018 and April 9, 2018
- B. THIRD AMENDMENT TO SUBDIVISION AGREEMENT FOR PINE BLUFFS
FILING NO. 4
Department: Engineering/Public Works, Alex Mestdagh
- C. HARVIE PROPERTY - Annexation and Zoning
Applicant: Town of Parker
Location: Generally located north of Mainstreet at Canterbury Parkway
Department: Community Development, Mary Munekata
Parks, Recreation and Open Space, Dennis Trapp
Trakit No. ANX17-003 & Z17-017
Second Reading: May 7, 2018
- (1) ORDINANCE NO. 2.260 - First Reading
A Bill for an Ordinance Approving and Accomplishing the Annexation of
Contiguous Unincorporated Territory Known as the Town Harvie Open Space
Property
- (2) ORDINANCE NO. 3.334 First 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
- D. ORDINANCE NO. 1.507.2 – First 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, Rhonda Willey
Second Reading: May 7, 2018
- E. ORDINANCE NO. 4.53.7 - First 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
Second Reading: May 7, 2018

- F. *ORDINANCE NO. 9.275 - First 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
Second Reading: May 7, 2018
- G. *ORDINANCE NO. 9.269.1 - First 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
Second Reading: May 7, 2018
- H. *ORDINANCE NO. 1.512 - First 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
Second Reading: May 7, 2018
- I. *RESOLUTION NO. 18-037*
A Resolution Accepting the Conveyance of a Drainage Easement from Lincoln Parker
Auto, LLC, for Lot 1B, Block 2, Parker Auto Plaza Filing No. 2, 3rd Amendment
Department: Engineering/Public Works, Alex Mestdagh
- J. *CONTRACTS OVER \$100,000*
1. *2018 Townwide Concrete Replacement Program (CIP-005)*
Amount: \$796,302.00
Contractor: Noraa Concrete
Department: Public Works and Engineering, John Mounier
Public Works and Engineering, Danny Smith
 2. *2018 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP 18-008)*
Amount: \$169,659.85
Contractor: Colorado Barricade
Department: Public Works and Engineering, Dave Aden
- K. *PROCLAMATION - Kids to Parks Day -- May 19, 2018*
Department: Town Council

L. PROCLAMATION – NATIONAL SMALL BUSINESS WEEK – April 29 – May 5, 2018

Department: Town Council

Amy Holland moved and Renee Williams seconded to approve the Consent Agenda Items 6A through 6K. The motion was approved unanimously.

Item 6L will be ratified at the May 7, 2018 Town Council meeting.

TOWN ADMINISTRATOR

The new Town Administrator's Report for Spring 2018 was posted to the website.

PUBLIC HEARINGS

GRASSLANDS/PRAIRIE TRAIL - Annexation and Zoning

Applicant: ABMAR Grasslands, LLC
 Charter Communications Holding Company, LLC
 M&P Enterprises, LLC
 Woodspear Prairie Trail, LLC
 Town of Parker Community Development Department (as to zoning)

Location: Generally bound by the county line between Douglas County and Arapahoe County, Upland Drive, Prairie Trail Drive and Compark Boulevard

Department: Community Development, Paul Workman
 Community Development, Stacey Nerger

TRAKiT No.: ANX18-001

- (A) **RESOLUTION NO. 18-032**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Grasslands/Prairie Trail Property for Annexation into the Town of Parker
- (B) **ORDINANCE NO. 2.259 - Second Reading**
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
- (C) **ORDINANCE NO. 3.333 - Second Reading**
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

(D) ANNEXATION AGREEMENT**7:06 PM**

The Mayor stated the period for presentations would be extended. He explained the Applicant would have 30 minutes to make a presentation and Vista South, LLC, would also have 30 minutes to make a presentation. Public comments will follow after the presentations and each person will get three minutes.

Senior Planner Paul Workman read into the record the timeline for the public noticing process and requirements for the annexation and zoning of this property.

“1. On February 22, 2018, petitions for annexation were submitted to the Town to annex the subject property.

2. On March 5, 2018, Town Council approved Resolution No. 18-021, Series of 2018, which determined that the petition was in substantial compliance with state law and set the eligibility public hearing for April 16, 2018.

3. The notice for the eligibility hearing was published in the Douglas County News-Press between the week of March 8, 2018, and the week of April 12, 2018. The Affidavit of Publication was uploaded to TRAKiT.

4. On March 8 and March 12, 2018, letters were sent to representatives of Vista South, LLC, for Lots 6A-1 and 6A-2 and Compark Business Campus Metropolitan District for Tract C, Compark Filing No.2, advising of the annexation petition, Resolution No. 18-21 and the zoning application, including the hearing dates for the Planning Commission and the Town Council, as well as providing the link to the Town's website to access the documents associated with this land use matter through TRAKiT.

5. On March 9, 2018, a copy of the published notice, together with a copy of the resolution and petition as filed was sent by registered mail to the clerk of the Douglas County Board of County Commissions, the Douglas County Attorney, the Douglas County School Districts and the special districts having territory within the area to be annexed as provided by state law.

6. The Zoning Application was submitted on March 6, 2018, and the public hearing notices for the April 12, 2018, Planning Commission meeting and the April 16, 2018, Town Council meeting, were published/mailed/posted 15 days before these public hearings, as provided by the Parker Land Development Ordinance.

7. The website notice was published on the Town website on March 21, 2018; the first class letters were mailed to abutting property owners on March 22, 2018; and the signs were posted on all seven lots that are the subject of the Zoning Application on March 23, 2018.

8. The Affidavits for these notices were uploaded to TRAKiT on April 3, 2018.

9. The three-mile area plan, which includes the area covered by the annexation map, was approved on December 11, 2017.

10. The legal description and contiguity calculation for the annexation map was prepared by Dean E. Cates, a Colorado licensed professional land surveyor. According to the annexation map prepared by Mr. Cates, “the map accurately delineates the parcel of land to be annexed to the Town of Parker, Colorado; and that at least one-sixth (1/6) of the boundary of said parcel is contiguous to the present Town of Parker, County of Douglas, State of Colorado.”

11. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

12. The Property is integrated or is capable of being integrated within the Town of Parker.

13. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

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

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of Two Hundred Thousand Dollars (\$200,000) in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

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

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

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

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

16. The Town’s staff record of this matter is contained on TRAKIT, which can be accessed by any member of the public under Town of Parker Annexation Case Number ANX18-001 and Town of Parker Zoning Case Number Z18-009.

17. On April 2, 2018, the Town Council, based upon a request by legal counsel for Vista South, LLC, passed Resolution No. 18-036, which allows Vista South, LLC, and Compark Business Campus Metropolitan District to collectively have the same amount of time as the

petitioner/applicants to present their respective positions as provided by this resolution. Copies of the request by legal counsel for Vista South, LLC, and this resolution are a part of the record in this matter.”

Staff continued with the presentation. The subject property is described and depicted in the Annexation Map contained in the staff report and the applicants collectively own more than fifty percent (50%) of the subject property, which is located entirely within the “Town Urban Growth Area”. The “Town Urban Growth Area” includes certain property within unincorporated portions of the Douglas County and is defined in the “Mutually Binding and Enforceable Comprehensive Development Plan,” approved by the Town and Douglas County, pursuant to C.R.S. § 29-20-105 and through a related Intergovernmental Agreement (as amended, the “Comprehensive Development Plan”). Specifically, the Comprehensive Development Plan states that the Town Urban Growth Area is “the boundary of the Town’s potential future annexation area to the year 2022.” Stated another way, the Town Urban Growth Area includes the area that the Town desires to annex and zone over a term of years. See the November 20, 2000, Memorandum of Understanding between the Town and Douglas County “regarding Joint Planning and Growth Management.”

The Comprehensive Development Plan provides that; “all unincorporated areas located within the Town’s Urban Growth Area,” including the subject 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.” In those circumstances where a landowner application is submitted to Douglas County, instead of the Town, for an unincorporated area that is contiguous to the Town and within the Town Urban Growth Area, 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.” In addition to being located entirely within the Town Urban Growth Area, the subject property also satisfies the contiguity requirement of C.R.S. § 31-12-104(1)(a), as reflected in the Annexation Map. Accordingly, the Town is processing 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.

The Community Development Department applied the standards of review contained in the Comprehensive Development Plan (the “Standards”) when considering the petition to annex the subject property, and recommended the following findings to the Town Council:

- “1. The subject property is within the Town’s Urban Growth Area.
2. The annexation complies with the Town’s Land Development Ordinance and all future development proposed on the annexed properties will comply with the all applicable Town design standards.
3. The annexation request is consistent with the Town’s adopted plans, including, but not limited to, the Parker 2035 Master Plan and Open Space, Trails and Greenways Master Plan, as amended.

4. In the absence of a site plan as a part of the annexation of the subject property, Section 2.3.4 of the Standards does not apply.
5. In the absence of a site plan as a part of the annexation of the subject property, Section 2.3.5 of the Standards does not apply.
6. The subject property can be used safely for the intended purpose as described in Ordinance No. 3.333, Series of 2018, without danger to the public health, safety or welfare or peril from fire, flood, geologic hazards or other natural hazards.
7. In the absence of a pre-annexation agreement, Section 2.3.5 of the Standards does not apply.
8. The area sought to be annexed meets the requirements of the Municipal Annexation Act of 1965, as amended.
9. The petition for annexation satisfies the requirements of Article II, Section 30 of the Colorado Constitution.
10. That, upon the annexation ordinance becoming effective, all lands within the area sought to be annexed shall become subject to the ordinances, resolutions, rules and regulations of the Town, except for general property taxes which shall become effective on January 1 of the next succeeding year following passage of the annexation ordinance.
11. Section 2.3.5 of the Standards does not apply for the reason that the subject property is located within the service boundary of an existing special district that provides water and sewer service.
12. By signing the annexation petition, the petitioners agreed that no vested rights to the use or to develop their property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., has been acquired by petitioners from any government entity. Petitioners waived any vested land use rights attached to their property to be annexed. There are no vested rights to the use or development of the vacant lots contained within the Property, pursuant to Section 13.01.110 of the Parker Municipal Code, as amended.
13. The petitioners acknowledged that, upon annexation of their property to the Town, this property, the owners thereof, and uses thereon will be subject to all taxes and fees imposed by the Town. The petitioners further acknowledge that their property, the owners thereof, and the uses thereon are also bound by any voter authorization under Article X, §20 of the Colorado Constitution adopted prior to annexation of their property. The petitioners waived any claims they may have under Article X, §20 of the Colorado Constitution related to such taxes and fees.”

The current zoning for the subject property is “Compark Planned Development,” which was originally approved on September 21, 1998 (as amended, the “Compark PD”), as superseded by the Comprehensive Development Plan, Section 19A of the Douglas County Zoning Resolution (Parker IGA-Overlay District), and other applicable law. The subject property is contained entirely within Planning Area 4 of the Compark PD. The current uses within the subject property and surrounding areas that are located in the Town or the Town Urban Growth Area include research and development, light industrial, commercial, businesses, higher educational campus, public charter school, personal services, residential uses, and an educational use that have 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. Existing uses within Planning Area 4 and the surrounding area,

including portions of the Compark PD that were annexed into the Town, include a research and development center, 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. The uses that are proposed in the Grasslands/Prairie Trail Development Guide and Plan are, by contrast to the Compark PD, 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.

Planning Commission held a public hearing on April 12, 2018, concerning the zoning request and recommended that Town Council approved the recommended zoning.

The proposed ordinances on second reading are proposed as emergencies within the meaning of the Town's Home Rule Charter and Colorado law. The bases for the emergency are set forth in detail in Section 12 of Ordinance No. 2.259 annexing the Real Property and Section 6 of Ordinance No. 3.333 zoning the Real Property.

Staff read into the record a letter dated April 12, 2018, from Centennial Airport's Chief Executive Officer, Robert Olislagers, opposing the waste transfer facility as it would pose several safety issues for airplanes in the area. A copy of the letter is attached.

Attorney Corey Hoffmann handed out a letter dated April 16, 2018, titled "Annexation and Zoning Hearing - Grasslands/Prairie Trail Annexation." He requested that the facts be made part of the record. A copy of the letter is attached.

The Applicants were present and spoke.

Jay Roles, CTO-Charter Technology and Engineering Center, 14810 Grasslands Drive, stated his company employs over 400 employees with 144 contractors at this state of the art facility. He stated he was in support of the annexation and zoning. He continued by explaining that the amount of traffic the proposed trash facility would impact the fiber optics use in the lab by the vibrations of the heavy trucks and increased traffic. He added he is concerned about the odor from the facility as well as the wildlife the facility would attract. He added the birds coming to the area could impact airplanes taking off and landing at Centennial airport.

Mark Lestikow, M& P Enterprises, LLC, described the businesses located on the property which are the Closet Factory, and Front Range Volleyball Club. The Closet Factory employs approximately 75 employees. There is high customer traffic with about 50 to 60 customers on-site every week to go over plans for closet equipment installations.

He stated the Front Range Volleyball Club is a facility used for training and coaching young men and women to play volleyball. He is opposed to the trash facility due to the increased traffic and the wildlife issues such a facility would bring. He is in support of the annexation and looks forward to building a relationship with the Town.

Zack Kessler - Woodspear Prairie Trail Business Park, described the as consisting of three high-image buildings with 13 tenants with a wide range of uses of the space. He stated the trash facility will have a negative impact on the value of the property and create traffic and safety issues for the area. He stated the Town's zoning for the area would be consistent with what is already in the area. He provide five letters from businesses located at the property who support the annexation and zoning to the property, which were made part of the record (attached). He stated he is excited to build a relationship with the Town of Parker.

Kent Karber (Attorney with Holland & Hart) for Abmar Grasslands, LLC, located at 14445 Grasslands Drive, described the business to Town Council. He stated Abmar Grasslands, LLC, is a biotech type of business as they make high-end sterile products.

Mr. Karber stated the trash facility has to be disclosed when working with new clients and can often times be a deal breaker. His concerns are also regarding the heavy truck traffic and the wildlife impact on the area should a bird hit a plane and cause an accident.

The attorneys for Vista South, LLC, addressed the proposed trash facility site. Bill Kyrigais, 950 17th Street, Denver (Attorney) stated his clients are Vista South and Mountain Vista. He stated that Vista South has tried to work with the Town due to the nature of this facility, he added there has been no follow up from the Town. He continued by stating that in 1998 the site allowed this type of use. It would be a regional waste facility and will be state of the art. It will have landscape for screening and will mitigate noise.

Mr. Kyrigais directed Council to the book of legal arguments which was entered into the record which is available in the Town Clerk's Office due to the size of the documents. He stated the property owner won't be going away and would file a lawsuit if the annexation and zoning are approved. He continued by explaining that annexation to Centennial would provide them with a fair hearing and that is why a petition was filed. He stated that procedures according to the Annexation Act of 1965 were not followed. He continued by stating there are defects in the zoning form as it is incomplete. Since the Zoning is a new PUD the consent must be provided by all of the landowners. He questioned the way the applications were filed at record speed. He also added that the property owner did confirm their entitlements before buying the property. The property owner will work with the Town to try to address any concerns. The owner believes the facility would be an asset to the area.

Michael McCarthy, 1700 Lincoln Street, Denver, stated his client has no other opportunity in this matter than litigation. His client has been upfront with the Town and is willing to work with the Town. He asked that the annexation not be used against his client as it will be challenged. He asked Council to not approve the annexation.

Public Comment - 8:23 p.m.

The following individuals spoke in favor of the annexation and zoning of the proposed area.

Terry Maulik, 15314 Grasslands Drive

Mitch Maulik, 15314 Grasslands Drive

Dr. Tom Toll - Chambers Road – Dean of Rocky Vista University

Bill Kurts – 15422 Coopers Hawk Way

Joanne Coffey - 1387 Grasslands Way

David Matzler - 15870 Duckward Court

Tracy Burlingame - 16046 Brookline Court

Richard Leonard - 8451 Dove Ridge Way

Rich Russo - 8489 Canyon Rim Circle

Susan Kurts - 15422 Coopers Hawk Way

Jacqueline Shaw - 8489 Canyon Rim Circle

Adrian Dargan- 15540 Canyon Gulch Lane

Normandie Fallon - 15460 Canyon Gulch Lane

Kurtis Hase - 15825 Club Rush Court

Sabrina Ruiz - 8391 Feather Grass Court

Eugene Master - 8420 Canyon Rim Trail

Jill Pitetter - 45795 Coal Creek Drive

Claudia Forde, 8527 Dove Ridge Way

Douglas Forde - 8527 Dove Ridge Way

Lori White - 15744 Crystalla Drive (Stonegate)

Cameron Olsen - 8460 Canyon Rim Circle

Brad Tombaugh - 15455 Coopers Hawk

Dallas Head - 8467 Canyon Rim Circle

Jake Miller - 8467 Canyon Rim Circle

David Chung - 16967 Blue Mist Circle

Carl Thompson - 8467 Canyon Rim Circle

Mia Nevala - 10115 South Peoria Street

Sergio Ruiz - 8391 Feather Grass Court

Amelia Sneve 10115 South Peoria Street.

There was no one else from the public to speak on the items. The Mayor closed the public comment part of the hearing at 9:12 p.m.

The Mayor recessed the meeting until 9:23 p.m., to allow for a break.

Town Attorney Jim Maloney stated, “one of the items you are considering tonight is Ordinance No. 2.259, Series of 2018. This is the ordinance concerning the annexation of the Grasslands/Prairie Trail Property that is currently located in Douglas County. If you turn to Section 3, these are findings that are contained in the ordinance. It says that more than 50% of the owners of more than 50% of the property have petitioned for annexation. Based upon the testimony and evidence that was submitted in the record, I’m suggesting that you amend that section to add some additional information. I would like to read it into the record.

Currently, it says more than 50% of the owners of more than 50% of the property have petitioned for annexation and I would add:

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.”

Council stated they support this annexation and zoning.

John Diak moved to approve Resolution No. 18-032.

Amy Holland seconded the motion.

The motion was approved unanimously.

John Diak moved to approve Emergency Ordinance No. 2.259, to include the additional language to Section 3 of the Ordinance that was read into the record by the Town Attorney (“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.”)

Debbie Lewis seconded the motion.

The motion was approved unanimously.

Joshua Rivero moved to approve Ordinance No. 3.333 on seconded reading.

Josh Martin seconded the motion.

The motion was approved unanimously.

Amy Holland moved to approve the Annexation Agreement.

Josh Martin seconded the motion.

The motion was approved unanimously.

The Mayor stated that the Town has a partnership with area neighbors. Council does support private property rights. The Town also has an IGA with Douglas County that states the use such as a trash facility is not allowed in this area. This IGA is still in full force. He added that the attorney's client did due diligence but there was no entitlement.

The meeting adjourned at 9:40 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

Prepared by: Chris Vanderpool, Deputy Town Clerk



CENTENNIAL AIRPORT
ARAPAHOE COUNTY PUBLIC AIRPORT AUTHORITY
7800 South Peoria Street, Unit G1
Englewood, Colorado 80112
main: 303.790.0598
fax: 303.790.2129
www.centennialairport.com

April 12, 2018

Ms. Michelle Kivela
Town Administrator
Town of Parker
10120 E. Main Street
Parker, CO 80138

Dear Ms. Kivela, Mayor and Town Council and Members of the Planning Commission,

The purpose of this letter is to provide comments to the Town of Parker regarding the proposed annexation and zoning of the property known as the Grasslands/Prairie Trail Property (the "Property") on behalf of the Arapahoe County Public Airport Authority (the "Airport Authority"), owner and operator of Centennial Airport.

It is our understanding that the Property includes the area proposed as the Vista South LLC waste transfer facility (the "Waste Transfer Facility"), a use proposed in Douglas County. The Authority has previously responded on August 24, 2017, and December 19, 2017 to the Douglas County Department of Community Development regarding the concerns of the Authority related to the proposed "Waste Transfer Facility." As one of the busiest airports in the US, a waste transfer facility near the airport is a serious threat to the safety and welfare of pilots, crew and passengers arriving and departing Centennial Airport. The Federal Aviation Administration ("FAA") is deeply concerned about waste facilities becoming a wildlife attractant, and in particular birds.

Based on the concerns we have previously expressed to Douglas County about the proposed use, the Authority unequivocally supports annexation of the Property into the Town of Parker, and the zoning of the Property to prohibit the Waste Transfer Facility within the Restricted Development Area of the Centennial Airport. The development of the Property to include a Waste Transfer Facility is incompatible because of its proximity to the Centennial Airport, and the proposed Waste Transfer Facility specifically appears to be within 3,900 feet of the nearest end of the crosswind runway.

While the Authority understands that the site plan submitted to Douglas County identifies the Waste Transfer Facility as an "indoor" facility, the mere fact that trucks must enter and exit the Waste Transfer Facility means that the facility will not be permanently "sealed," and thus

will attract birds and other wildlife regardless of whether it is characterized as “indoor.” As stated, waste facilities of any kind are incompatible with the Airport. The hazards created by such facilities, even if mitigated, create unacceptable risks to aircraft arriving and departing the Centennial Airport.

Accordingly, the Authority supports the annexation and zoning of the Property into the Town of Parker as a means of preventing the incompatible Waste Transfer Facility from developing in an area that will be a hazard to aircraft arriving and departing the Centennial Airport, and therefore the surrounding area.

Thank you very much for the opportunity to comment on the proposed annexation and zoning of the Property into the Town of Parker.

Respectfully Yours,

A handwritten signature in blue ink, appearing to read 'ROBERT OLISLAGERS', with a long horizontal line extending to the right.

Robert Olislagers
Chief Executive Officer

Cc: Arapahoe County Public Airport Authority Board of Commissioners
Mayor, and Parker Town Council
Commissioners, Parker Zoning Commission



April 4, 2018

Parker Town Council
20120 Main street, Parker, CO 80138

Parker Planning Commission
20120 Main street, Parker, CO 80138

Dear Members of the Parker Town Council and Planning Commission:

I am writing on behalf of Answer Engineering, LLP. to express our support for the Annexation and PD-Rezoning request for Prairie Trail Business Park and surrounding areas. We are a tenant at the Prairie Trail Business Park and fully support the annexation into the Town of Parker and associated rezoning of the property. We believe the proposed trash transfer facility does not coincide with the character of our business park or the surrounding areas. We believe the increases in traffic volume, birds/rodents, and the presence of unfavorable odors will produce a material ongoing negative impact on our business operations, and it will create increased risks to the health and safety of our employees and customers. Finally, we also think that any future proposal for a correctional facility or other heavy industrial use would create additional material negative impacts on our business, employees, and customers. We fully support removing these incompatible uses zoning for the area through the proposed Annexation and PD-Rezoning.

We respectfully ask you to support the efforts of our Landlord (Woodspear Prairie Trail, LLC) to improve the future of our business park by approving their annexation petition and associated rezoning of the property.

Sincerely,

Ashley Tulare (Signature of Officer of Tenant)

Ashley Tulare (Name)
Business Operations Coordinator (Title)



B&B Pharmaceuticals Inc.

April 4, 2018

Parker Town Council
20120 Mainstreet, Parker, CO 80138

Parker Planning Commission
20120 Mainstreet, Parker, CO 80138

Dear Members of the Parker Town Council and Planning Commission:

I am writing on behalf of B&B Pharmaceuticals, Inc. (Tenant's Business) to express our support for the Annexation and PD-Rezoning request for Prairie Trail Business Park and surrounding areas. We are a tenant at the Prairie Trail Business Park and fully support the annexation into the Town of Parker and associated rezoning of the property. We believe the proposed trash transfer facility does not coincide with the character of our business park or the surrounding areas. We believe the increases in traffic volume, birds/rodents, and the presence of unfavorable odors will produce a material ongoing negative impact on our business operations, and it will create increased risks to the health and safety of our employees and customers. Finally, we also think that any future proposal for a correctional facility or other heavy industrial use would create additional material negative impacts on our business, employees, and customers. We fully support removing these incompatible uses zoning for the area through the proposed Annexation and PD-Rezoning.

We respectfully ask you to support the efforts of our Landlord (Woodspear Prairie Trail, LLC) to improve the future of our business park by approving their annexation petition and associated rezoning of the property.

Sincerely,

Thomas Johnson (Signature of Officer of Tenant)

__Thomas Johnson__ (Name)

__Finance Manager__ (Title)



April 4, 2018

Parker Town Council
20120 Mainstreet, Parker, CO 80138

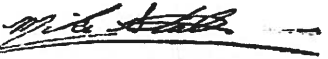
Parker Planning Commission
20120 Mainstreet, Parker, CO 80138

Dear Members of the Parker Town Council and Planning Commission:

I am writing on behalf of MTN Inc. (Tenant's Business) to express our support for the Annexation and PD-Rezoning request for Prairie Trail Business Park and surrounding areas. We are a tenant at the Prairie Trail Business Park and fully support the annexation into the Town of Parker and associated rezoning of the property. We believe the proposed trash transfer facility does not coincide with the character of our business park or the surrounding areas. We believe the increases in traffic volume, birds/rodents, and the presence of unfavorable odors will produce a material ongoing negative impact on our business operations, and it will create increased risks to the health and safety of our employees and customers. Finally, we also think that any future proposal for a correctional facility or other heavy industrial use would create additional material negative impacts on our business, employees, and customers. We fully support removing these incompatible uses zoning for the area through the proposed Annexation and PD-Rezoning.

We respectfully ask you to support the efforts of our Landlord (Woodspear Prairie Trail, LLC) to improve the future of our business park by approving their annexation petition and associated rezoning of the property.

Sincerely,

 (Signature of Officer of Tenant)

Mike Steel (Name)
Director (Title)



April 6, 2018

Parker Town Council
20120 Mainstreet, Parker, CO 80138

Parker Planning Commission
20120 Mainstreet, Parker, CO 80138

Dear Members of the Parker Town Council and Planning Commission:

I am writing on behalf of SFI Compliance, Inc. to express our support for the Annexation and PD-Rezoning request for Prairie Trail Business Park and surrounding areas. We are a tenant at the Prairie Trail Business Park and fully support the annexation into the Town of Parker and associated rezoning of the property. We believe the proposed trash transfer facility does not coincide with the character of our business park or the surrounding areas. We believe the increases in traffic volume, birds/rodents, and the presence of unfavorable odors will produce a material ongoing negative impact on our business operations, and it will create increased risks to the health and safety of our employees and customers. Finally, we also think that any future proposal for a correctional facility or other heavy industrial use would create additional material negative impacts on our business, employees, and customers. We fully support removing these incompatible uses zoning for the area through the proposed Annexation and PD-Rezoning.

We respectfully ask you to support the efforts of our Landlord (Woodspear Prairie Trail, LLC) to improve the future of our business park by approving their annexation petition and associated rezoning of the property.

Sincerely,

Sincerely,

Dan Johnson, CSP
Managing Partner / President



April 4, 2018

Parker Town Council
20120 Mainstreet, Parker, CO 80138

Parker Planning Commission
20120 Mainstreet, Parker, CO 80138

Dear Members of the Parker Town Council and Planning Commission:

I am writing on behalf of TriStar Drywall, Inc. to express our support for the Annexation and PD-Rezoning request for Prairie Trail Business Park and surrounding areas. We are a tenant at the Prairie Trail Business Park and fully support the annexation into the Town of Parker and associated rezoning of the property. We believe the proposed trash transfer facility does not coincide with the character of our business park or the surrounding areas. We believe the increases in traffic volume, birds/rodents, and the presence of unfavorable odors will produce a material ongoing negative impact on our business operations, and it will create increased risks to the health and safety of our employees and customers. Finally, we also think that any future proposal for a correctional facility or other heavy industrial use would create additional material negative impacts on our business, employees, and customers. We fully support removing these incompatible uses zoning for the area through the proposed Annexation and PD-Rezoning.

We respectfully ask you to support the efforts of our Landlord (Woodspear Prairie Trail, LLC) to improve the future of our business park by approving their annexation petition and associated rezoning of the property.

Sincerely,

KEITH M. CALLEDER
Keith M. Calleder

PRESIDENT



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

Denver Office
511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Vail Office
P.O. Box 2616
Vail, CO 81658
(970) 390-4941

Daniel P. Harvey
Ruthanne H. Goff

April 16, 2018

Mayor and Town Council
Town of Parker
20120 E. Mainstreet
Parker, Colorado

**Re: Annexation and Zoning Hearing
Grasslands-Prairie Trail Annexation**

Dear Mayor and Town Council,

On behalf of the staff of the Town of Parker, the purpose of this correspondence is to request that the following facts be made a part of the record of the public hearing in this matter.

1. On February 22, 2018, petitions for annexation were submitted to the Town to annex the subject property. Included with the annexation application were title reports for each of the seven lots that are part of the subject property to be annexed. According to the February 13, 2018, title report for Lots 6A-1 and 6A-2 (the "Vista South Lots"), these lots are owned by Vista South, LLC a Colorado limited liability company. The title report for the Vista South Lots were updated on several occasions. As of an April 12, 2018, update with an effective date of April 4, 2018, the Vista South Lots continued to be owned by Vista South, LLC, a Colorado limited liability company. However, on April 13, 2018, the Title Company notified the Town that Vista South, LLC, had conveyed by Bargain and Sale Deed to Mountain Waste - South Metro, LLC, for \$10 an undivided 50% interest in Lot 6A-2, as a tenant-in-common. The title reports and Bargain and Sale Deed were downloaded to TRAKIT and are part of the record in this matter.
2. On March 5, 2018, Town Council approved Resolution No. 18-021, Series of 2018, which determined that the petition was in substantial compliance with state law and set the eligibility public hearing for April 16, 2018. As of March 5, 2018, Vista South, LLC was the only owner of the Vista South Lots.

April 16, 2018

Page 2

3. On March 8 and March 12, 2018, the Town Attorney sent letters to legal counsel for Vista South, LLC, for Lots 6A-1 and 6A-2, advising of the annexation petition, Resolution No. 18-21 and the zoning application, including the hearing dates for the Planning Commission and the Town Council, as well as providing the link to the Town's website to access the documents associated with this land use matter through TRAKIT.

4. As recently as March 2, 2018, W. Scott Eden, as "president" of Vista South, LLC, represented in writing to the Community Development Director of Douglas County that Vista South, LLC, was the owner of the Vista South Lots and that the lawyers of Faegre Baker, Daniels LLP, and Otten Johnson Robinson Neff & Ragonetti, P.C., were authorized to serve as its agents and representatives concerning Douglas County Case File No. ZR2018-001. Faegre Baker, Daniels LLP, as agent and representative of Vista South, LLC, filed a written request on March 5, 2018, to the Director of Community Development for Douglas County that Vista South, LLC, as the owner of the Vista South Lots, should have party status in Douglas County Case File No. ZR2018-001. Similarly, as recently as March 16, 2018, another attorney with the law firm of Faegre Baker, Daniels LLP, represented in writing to the Parker Town Attorney that she was representing Vista South, LLC, as the owner of the Vista South Lots. A copy of these written communications were downloaded to TRAKIT and made a part of the record in this matter.

5. On April 3, 2018, legal counsel for Vista South, LLC, sent an e-mail to the City Attorney for City of Centennial, advising that the next day he would hand deliver three petitions to the City Clerk of Centennial to annex the Vista South Lots into the City of Centennial. According to legal counsel for Vista South, LLC, "...the receipt by Centennial of our client's petitions during the statutory notice period will **require both Parker and Centennial to hold in abeyance any proceedings on the annexation of the properties until an election of the landowners** can be held to determine which municipality can continue such proceedings." (emphasis added.) This was also the date that W. Scott Eden signed the Bargain and Sale Deed conveying a 50% undivided interest in Lot 6-A to Mountain Waste – South Metro, LLC. A copy of the e-mail was downloaded to TRAKIT, and is made a part of the record in this matter.

6. On April 4, 2018, legal counsel for Vista South, LLC, sent a letter to the Town Attorney requesting that the Town stop processing Town of Parker Annexation Case No. 18-001 (the "Demand Letter"). From a review of the Demand Letter, the Town learned for the first time, that there had apparently been a change of ownership in one of the Vista South Lots from Vista South, LLC, being the 100% sole owner of Lot 6A-2, to Vista South, LLC, only owning an undivided 50% interest in Lot 6A-2 and Mountain Waste – South Metro, LLC, owning the other 50% of Lot 6A-2. This was also the same date that the Bargain and Sale Deed was recorded with the Douglas County Clerk and Recorder. The Demand Letter was downloaded to TRAKIT, and is made a part of the record in this matter.

April 16, 2018

Page 3

7. Mountain Waste – South Metro, LLC, was created on March 23, 2018. According to the Secretary of State, the "person" that created Mountain Waste – South Metro, LLC, was Mountain Waste & Recycling, Inc., which is also the registered agent of Mountain Waste – South Metro, LLC. The person that caused the filing of the Articles of Incorporation for Mountain Waste – South Metro, LLC, is W. Scott Eden. A copy of these Secretary of State records were downloaded to TRAKIT, and are a part of the record in this matter.

8. Vista South, LLC, was formed on October 12, 2016, approximately two months before Vista South, LLC, acquired a 100% fee simple ownership in the Vista South Lots, which was December 29, 2016. According to the Secretary of State, Mountain Waste & Recycling, Inc., is also the registered agent for Vista South, LLC, and W. Scott Eden is the person that filed the most recent periodic report for Vista South, LLC. A copy of the vesting deed into Vista South, LLC, and the referenced Secretary of State records were downloaded to TRAKIT, and are a part of the record in this matter.

9. According to the Secretary of State, the address for W. Scott Eden, Mountain Waste – South Metro, LLC, Vista South, LLC and Mountain Waste & Recycling, Inc., is 10100 East 102nd Avenue, Henderson, Colorado, 80640. As with Mountain Waste – South Metro, LLC and Vista South, LLC, W. Scott Eden filed the last periodic statement for both. A copy of the referenced Secretary of State records were downloaded to TRAKIT, and are a part of the record in this matter.

10. According to the most recently updated information on the Douglas County website regarding the application seeking land use approval for the Vista South Lots, Douglas County Site Improvement Plan Case No. SP2017-056 (the "Douglas County Application"), the "Owner" is still listed as "Vista South, LLC." Mountain Waste – South Metro, LLC is not listed as an "Owner" for purposes of the Douglas County Application.

11. There is little doubt that the recent change in ownership of Lot 6A-2 from just Vista South, LLC, being the sole owner, to Vista South, LLC and Mountain Waste – South Metro, LLC, each owning an undivided 50% interest, is a tactic to prevent the Town from processing the annexation petitions that were submitted to the Town.

12. The tactic of conveying an undivided 50% interest in ownership of Lot 6A-2 to a limited liability company following the Town Attorney's notification to legal counsel for Vista South, LLC, of the Town Councils adoption of Resolution No. 18-021 and the setting of the public hearing to annex and zone the Vista South Lots, was a tactic to manufacture an additional property owner in contravention of the Municipal Annexation Act of 1965, and as such, the Town Council should refuse to recognize this transfer as valid.

13. As previously discussed, the April 4, 2018, Demand Letter that was sent to the Town Attorney requested that the Town stop processing Town of Parker Annexation Case No. ANX18-001, which would include tonight's hearing, because petitions to annex the Vista South Lots had been submitted to the City of Centennial on April 3, 2018. These petitions were signed by W. Scott Eden as the Manager and Chief Executive Officer for both Vista South, LLC and Mountain Water – South Metro, LLC, which had been created just nine days before these petitions were filed with the City of Centennial.

14. Town representatives contacted the City of Centennial and quickly learned that the City of Centennial had not requested these petitions, had no desire to annex any portion of Douglas County, let alone the Vista South Lots, and had absolutely no intension of participation in this annexation proceeding, despite the demands made by legal counsel for Vista South, LLC. There is no doubt that the filing of these petitions was another tactic to prevent the Town from processing the annexation petitions that were submitted to the Town in contravention of the Municipal Annexation Act of 1965.

15. On April 9, 2018, the City Council of the City of Centennial passed "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTENNIAL LEGISLATIVELY DECLARING A LACK OF INTENT TO ANNEX PROPERTY LOCATED WITHIN DOUGLAS COUNTY AND ELECTING NOT TO RECEIVE ANNEXATION PETITIONS FILED WITH THE CITY CLERK ON APRIL 4, 2018, PURSUANT TO THE DISCRETION AFFORDED BY C.R.S. § 31-12-114(1)." The passage of this Resolution rejected the annexation petitions that were filed with Centennial, thereby terminating one of the two tactics used to prevent the Town from processing the annexation petitions that were submitted to the Town, in contravention of the Municipal Annexation Act of 1965. A copy of the Resolution is attached hereto, was downloaded to TRAKIT, and is made a part of the record in this matter.

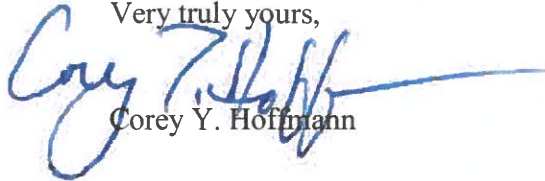
16. On April 12, 2018, Vista South, LLC, and the barely three-week-old Mountain Waste – South Metro, LLC, in furtherance of these tactic, filed a lawsuit against the Town of Parker and the City of Centennial to enjoin the Town Council of the Town of Parker from holding tonight's hearing and to require the City of Centennial to process an annexation petition for lots it has no interest in annexing.

17. On April 16, 2018, Douglas County District Court Judge Paul A. King issued a final ruling denying the request from Vista South, LLC and Mountain Waste – South Metro, LLC to stop tonight's hearing, and finding that the City of Centennial's determination to legislatively reject the annexation petitions, and the Town of Parker's determination to proceed with tonight's legislative proceedings are consistent with the provisions of C.R.S. § 31-12-114 of the Annexation Act.

April 16, 2018
Page 5

On behalf of the Town staff, thank you for considering this information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Corey Y. Hoffmann", with a long horizontal flourish extending to the right.

Corey Y. Hoffmann

**CITY OF CENTENNIAL,
COLORADO**

RESOLUTION NO. 2018-R-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTENNIAL,
COLORADO, LEGISLATIVELY DECLARING A LACK OF INTENT TO CONSIDER
FOR ANNEXATION OR TO ANNEX PROPERTY LOCATED WITHIN DOUGLAS
COUNTY AND ELECTING NOT TO RECEIVE ANNEXATION PETITIONS FILED
WITH THE CITY CLERK ON APRIL 4, 2018, PURSUANT TO THE DISCRETION
AFFORDED BY C.R.S. § 31-12-114(1)**

WHEREAS, the City of Centennial is a home rule municipality located entirely within Arapahoe County, Colorado; and

WHEREAS, on April 4, 2018, petitions were filed with the City Clerk for the City of Centennial by Vista South LLC and Mountain Waste – South Metro LLC (the “Petitioners”) seeking annexation of Lots 6A-1 and 6A-2 of Compark Filing No. 2 (the “Petitions”); and

WHEREAS, Lots 6A-1 and 6A-2 of Compark Filing No. 2 are entirely located in Douglas County, Colorado; and

WHEREAS, Lots 6A-1 and 6A-2 of Compark Filing No. 2 are also subject to a presently pending petition for annexation under consideration by the Town of Parker, Colorado; and

WHEREAS, the exercise of the power of annexation is legislative in nature. *Board of Co. Comm’rs v. City & County of Denver*, 548 P.2d 922 (Colo. App. 1976); and

WHEREAS, “[a] municipality is under no legal obligation in the first instance to annex contiguous territory, and may reject a petition for annexation for no reason at all.” *City of Colorado Springs v. Kitty Hawk Development Company*, 392 P.2d 467 (Colo. 1964); and

WHEREAS, section 31-12-114 of the Colorado Revised Statutes provides a municipality the discretion to receive an annexation petition for property that is also subject to a petition for annexation filed in another municipality; and, moreover, only if the municipality exercises its discretion to receive the petition, will the provisions of section 31-12-114, C.R.S., become effective:

- (1) At any time during a period of notice given by a municipality pursuant to section 31-12-108, any other municipality may, subject to compliance with section 30 of article II of the state constitution, receive a petition for annexation or a petition for an annexation election pursuant to section 31-12-107 with the area partly or wholly overlapping the area proposed for annexation by the first municipality. If this occurs, the respective rights of the several municipalities shall be determined in accordance with an election as provided in this section. (*emphasis added*)

WHEREAS, section 31-12-114(3) of the Colorado Revised Statutes references both an "intent to annex" and a "*resolution of intent*" to annex as pre-requisites for the provisions of the statute to apply. Absent such intent, no conflicting claims between two municipalities exist and conducting the election contemplated by section 31-12-114 would be a meaningless gesture and a waste of taxpayer funds; and

WHEREAS, the City of Centennial has no intention to consider for annexation or to annex property located within Douglas County or, specifically, Lots 6A-1 and 6A-2 of Compark Filing No. 2 located in Douglas County, based on the following findings:

- A. The City of Centennial has no "plan in place" as required by the Section 31-12-105(1)(e)(I), C.R.S., which would establish an intent to annex property located in Douglas County and such "plan in place" is a pre-requisite to annexation pursuant to the Colorado Municipal Annexation Act; and
- B. The City of Centennial obtains law enforcement services for property within the City through a contract with the Arapahoe County Sheriff's Office and, due to current contractual and statutory limitations on the ability to extend such services outside of Arapahoe County, the City is presently unable to provide law enforcement services to property within Douglas County or to Lots 6A-1 and 6A-2 of Compark Filing No. 2; and
- C. Due to currently pending annexations by the Town of Parker of property immediately adjacent to Lots 6A-1 and 6A-2 of Compark Filing No. 2, Centennial's annexation of Lots 6A-1 and 6A-2 of Compark Filing No. 2 would create a satellite or island under Centennial's jurisdiction that is wholly disconnected from, and not contiguous with, the municipal boundaries of the City of Centennial and the satellite would be largely embedded within the municipal boundaries of the Town of Parker.
- D. It is the established annexation policy of the City of Centennial to pursue annexations that will create uniform, consistent, and logical municipal boundaries and the creation of a satellite or island disconnected from the City's municipal boundaries is in direct contravention of the City's established policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Centennial, as follows:

Section 1. The City Council for the City of Centennial declares that the City has no intent to consider for annexation or to annex the property within Douglas County described in the Petitions filed with the City Clerk for the City of Centennial on April 4, 2018, by Vista South LLC and Mountain Waste – South Metro LLC.

Section 2. The City Council hereby exercises its legislative discretion and the discretion afforded by Colorado law and by section 31-12-114 of the Colorado Revised Statutes to elect to not receive the Petitions for annexation submitted by the Petitioners.

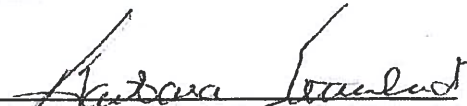
Section 3. Due to the absence of intent to annex the property described in the Petitions filed with the City Clerk for the City of Centennial on April 4, 2018, the City shall not petition the district court for an election as referenced in section 31-12-114 of the Colorado Revised Statutes because such election would be an empty gesture and a waste of taxpayer funds.

Section 4. This resolution and its declaration as to the lack of intent to consider for annexation or to annex Lots 6A-1 and 6A-2 of Compark Filing No. 2 located in Douglas County shall be effective immediately and shall remain applicable as to such property until August 1, 2018, unless otherwise repealed.

Adopted by a vote of 9 in favor and 0 against, this 9th day of April, 2018.

By: 
Stephanie Piko, Mayor

ATTEST:

By: 
City Clerk or Deputy City Clerk

Approved as to Form:

By: 
For City Attorney's Office

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FIRST AMENDMENT TO
MEADOWLARK ANNEXATION AGREEMENT

THIS FIRST 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 (the “**Agreement**”). Initially capitalized terms used herein without definition shall have the same meanings as set forth in the Agreement.

B. Paragraph 1.a.iv of the the Agreement contemplates that the Transfer of Ownership between the Property Owner and Meritage Homes of Colorado, Inc., must occur in order for the annexation of the Property to become effective.

C. Paragraph 1.a.vii of the Agreement requires the Property Owner to certify in writing that the Transfer of Ownership, along with various other conditions precedent, has occurred on or before the date which is ten (10) days following the expiration of the Legal Challenge Period.

D. The Property Owner has requested, and the Town has agreed to, an extension of time for the Transfer of Ownership to occur in order to ensure that the annexation of the Property occurs in accordance with the Agreement.

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.vii of the Agreement is hereby amended and restated as follows:

vii. The Property Owner certifies in writing to the Town, in a form acceptable to the Town, that the conditions precedent described in Subparagraph 1.a of this Agreement, except for Subparagraph 1.a.iv, have been fully satisfied, within ten (10) days after the legal challenge period described in Subparagraph 1.a.vi. of this Agreement expires and no legal challenge has been brought within the applicable period(s) for such challenge(s). Notwithstanding the foregoing, however, the Property Owner shall

be required to certify in writing to the Town, in a form acceptance to the Town, that the condition precedent set forth in Subparagraph 1.a.iv has been fully satisfied on or before June 1, 2018.

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

Vicinity Map





Request for Town Council Action

Date: May 7, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **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

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)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 2.259.1

RECOMMENDED MOTION

I move to approve Ordinance No. 2.259.1 on first reading and to schedule second reading for May 21, 2018, as part of the consent agenda.

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:

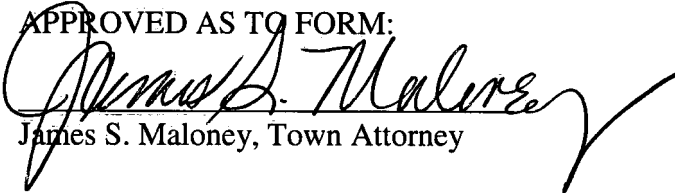

James S. Maloney, Town Attorney

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

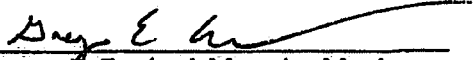
ATTEST:

Carol Baumgartner, Town Clerk

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**PROPERTY OWNER: ABMAR
GRASSLANDS, LLC**

By:

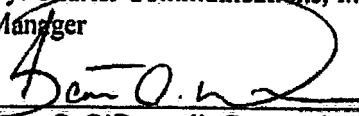

Gregory E. Everhard, Managing Member

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**PROPERTY OWNER: CHARTER
COMMUNICATIONS HOLDING
COMPANY, LLC**

By: Charter Communications, Inc., its
Manager

By:

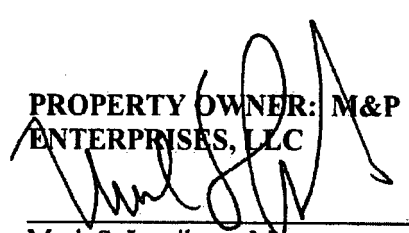


Scott C. O'Donnell, Group Vice President,
Legal, Real Estate

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

**PROPERTY OWNER: M&P
ENTERPRISES, LLC**

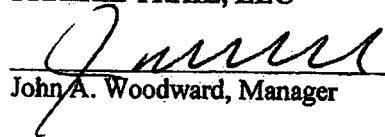
By:


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.]



Request for Town Council Action

Date: May 7, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **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

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)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 3.333.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.333.1 on first reading and to schedule second reading for May 21, 2018, as part of the consent agenda.

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 about 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,

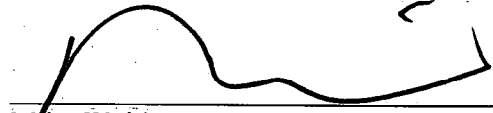
will legislatively void the application filed in Douglas County for a recycle/trash transfer facility and subject any development within the Real Property to the Grasslands/Prairie Trail Development Plan and Guide, which does not allow general industrial uses within the Town, which is necessary for the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

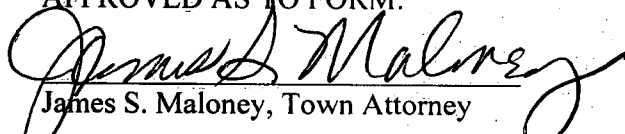

James S. Maloney, Town Attorney

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 $49^{\circ}59'41''$, 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 $138^{\circ}27'54''$, AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 5A;

THENCE ALONG SAID WESTERLY LINE NORTH $00^{\circ}03'40''$ 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 $89^{\circ}40'35''$ EAST, A DISTANCE OF 57.41 FEET;
2. NORTH $89^{\circ}40'04''$ EAST, A DISTANCE OF 250.59 FEET;
3. NORTH $89^{\circ}40'04''$ 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 $49^{\circ}59'41''$, 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 $138^{\circ}27'54''$, AN ARC LENGTH OF 132.92 FEET TO THE WESTERLY LINE OF SAID LOT 5A;

THENCE ALONG SAID WESTERLY LINE NORTH $00^{\circ}03'40''$ 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 $89^{\circ}40'35''$ EAST, A DISTANCE OF 57.41 FEET;
5. NORTH $89^{\circ}40'04''$ EAST, A DISTANCE OF 250.59 FEET;
6. NORTH $89^{\circ}40'04''$ EAST, A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING.

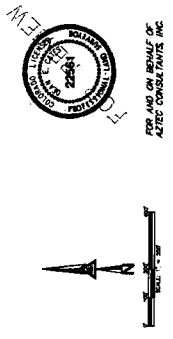
CONTAINING AN AREA OF 45.376 ACRES, (1,976,586 SQUARE FEET), MORE OR LESS.

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AZTEC CONSULTANTS, INC.
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 Littleton, Colorado 80122
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www.aztecconsultants.com

GRASSLANDS/PRAIRIE TRAIL PLANNED DEVELOPMENT
S6, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO
RECEIVED FOR
THE TOWN OF PARKER
3030 E. MAIN STREET, PARKER, CO 80138

2
OF 2 SHEETS

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LEGEND

DEVELOPMENT PLAN AREA
LOT OR PARCEL LINE
ROW LINE
SECTION LINE



Request for Town Council Action

Date: May 7, 2018

Submitted By: Tara Moore, Acting HR Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **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

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 first reading and to schedule second reading for May 21, 2017, as part of the consent agenda.

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



PROCLAMATION

Whereas, continuing efforts to address the issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

Whereas, building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry work with Coloradans year-round to accomplish the safe construction of buildings; and

Whereas, these guardians – dedicated members of the International Code Council – use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play; and

Whereas, modern building codes also include safeguards to protect the public from natural disasters such as, snowstorms, tornadoes, wild land fires, floods and earthquakes; and

Whereas, Building Safety Month is an opportunity to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure use of safe efficient and livable buildings; and

Whereas, "Building Codes: Driving Growth through Innovation, Resilience and Safety" the theme for Building Safety Month 2018, encourages all Americans to become aware of the importance of building safe and resilient construction, fire prevention, disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry;

Therefore, I, Mike Waid, Mayor of the Town of Parker, hereby proclaims, May, 2018, as



In witness thereof, I have hereunto set my hand this 7th day of May, 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

PROCLAMATION

**Municipal Clerks Week
May 6 through May 12, 2018**

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Town Clerk, Carol Baumgartner, and Deputy Town Clerk Chris Vanderpool and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 7th day of May, 2018.

Mike Waid, Mayor

Attest:

Carol Baumgartner, Town Clerk

National Small Business Week Proclamation

WHEREAS, America's progress has been driven by pioneers who think big, take risks and work hard; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small business, jobs are created and local communities preserve their unique culture; and

WHEREAS, because this country's 30 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

WHEREAS, the Town of Parker supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby proclaim April 29 through May 5, 2018 as

NATIONAL SMALL BUSINESS WEEK

Dated _____ ***(day)*** ***of*** _____ ***(month)***, 2018

PROCLAMATION

National Police Week 2018

To recognize National Police Week 2018 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Parker Police Department;

WHEREAS, some 57,000 assaults against law enforcement officers are reported each year, resulting in approximately 15,000 injuries;

WHEREAS, since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, with Federal law (P.L. 103-322) directing that all flags be flown at half-staff on that date in honor of fallen officers and their families;

THEREFORE, BE IT RESOLVED that the Town of Parker formally designates May 13 through May 19, 2018, as Police Week in the Town of Parker, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 7th day of May, 2018.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Mike Waid, Mayor

Attest:

Carol Baumgartner, CMC, Town Clerk

PROCLAMATION

Lupus Awareness Month

Whereas, Systemic Lupus Erythematosus, commonly known as Lupus, is a chronic, complex, and often life-threatening autoimmune disease. It is difficult to diagnose, hard to live with, and a challenge to treat; and

Whereas, each year, the Lupus Foundation of America designates May as National Lupus Awareness Month to show support for the estimated 1.5 million Americans who have Lupus; and

Whereas, Lupus is a misunderstood, unpredictable, and mysterious chronic (lifelong) autoimmune disease in which the immune system is overactive and unbalanced, causing inflammation and tissue damage to virtually every organ system in the body; and

Whereas, Lupus can affect any part of the body including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, organ failure, and death; and

Whereas, while Lupus strikes mostly women of childbearing age, no one is safe from Lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop Lupus - a disparity that remains unexplained; and

Whereas, Lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of Lupus. More than half of all people with Lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

Whereas, there has only been one drug approved by the U.S. Food and Drug Administration specifically for Lupus; current treatments for the disease can have damaging side effects; and

Whereas, early diagnosis, proper treatment protocols, and awareness are critical to the improvement of the quality of life and survival rate of those living with Lupus.

Now, therefore, I, Mayor Mike Waid do hereby proclaim the month of May as Lupus Awareness Month in the city of Parker, Colorado.

I urge each of our citizens to observe this month by educating themselves on the symptoms and impact of Lupus, and to join with the Lupus Foundation of America in supporting programs of research, education, and community service.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, CMC



Request for Town Council Action

Date: May 7, 2018

Submitted By: Paul Workman, Senior Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **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

EXECUTIVE SUMMARY

The application is for a Use by Special Review (UbSR) to develop a mixed-use hotel on a 4.4-acre vacant property. The subject property is located immediately south of the AMC movie theater on Mainstreet within the Greater Downtown District: Twenty Mile Center. This zone district is intended to support a mix of land uses.

The proposal calls for a four-story building with retail and restaurants on the ground floor, boutique hotel with 51 rooms, guest amenities and an adjacent pedestrian plaza. As required by the Twenty Mile Center zoning, the hotel use requires UbSR approval. The applicant has also submitted applications for a site plan and replat concurrent with the UbSR application. These are being processed administratively.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

Parker Mainstreet Partners, LLC, requests approval by the Town Council for a UbSR for a four-story, 60-foot tall mixed-use development containing a hotel, retail and restaurants. The proposed project is similar to the proposal for a mixed-use development anchored by a hotel at

the intersection of Mainstreet and Victorian Drive that was denied by Town Council in December 2016. The proposed uses are permitted in the Twenty Mile Center zone district subject to a UbSR approval for the hotel.

The surrounding area is mixed-use in character with adjacent commercial uses and multi-family residential uses to the south and west. The proposal is consistent with zoning and the established character of the area. It is also consistent with the Mainstreet Master Plan and implements the recommendation for active uses to in the Mainstreet corridor to promote Downtown as a destination to live, work and visit.

The UbSR application does not require the submittal of a detailed site plan. However, the applicant has chosen to submit their detailed site plan concurrently with this application. Town Council may review the site plan #SP17-099 on the Development Tour Map or eTRAKiT at their discretion. This allows staff to perform a more detailed analysis and provide more information than is typical with a UbSR application.

Town Council is advised that the proposed site plan meets all site plan requirements subject to the standard review and comment process. This includes satisfying the zoning requirements for parking, landscaping and building design.

FINANCIAL IMPACT

N/A

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Staff Report
2. Approval Considerations
3. North & East Building Elevations
4. South & West Building Elevations
5. Project Perspective
6. Vicinity Map
7. Site Plan

RECOMMENDED MOTION

I move to approve, based on staff findings, with the following two (2) conditions contained in the staff report:

1. Prior to the issuance of a building permit, the site plan shall meet all of the development requirements of the Town.
2. Prior to the issuance of a building permit, the associated replat shall be recorded in the office of the Douglas County Clerk and Recorder.



Planning Commission Staff Report

Planning Commission Date: 4/26/2018

Town Council Date: 5/7/2018

Hearing Type: Public Hearing
Z17-025 TWENTY MILE VILLAGE CENTER
FILING 2 AMENDMENT 9 – Use by Special Review

Location: North of Mainstreet and surrounded by Stage Run

Project Planner: Paul Workman, Senior Planner

Applicant: Peggy S. Friesen, Engineering Services Company

Executive Summary: The applicant is requesting a Use by Special Review (UbSR) to allow for a vertical mixed-use building with a hotel component and a pedestrian plaza located north and west of Mainstreet and Dransfeldt Road.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

“I move that the Planning Commission recommend that Town Council approve the Use by Special Review, subject to the two (2) conditions contained staff’s report:”

- 1. Prior to the issuance of a building permit, the site plan shall meet all of the development requirements of the Town.*
- 2. Prior to the issuance of a building permit, the associated replat shall be recorded in the office of the Douglas County Clerk and Recorder.*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the Use by Special Review.”

“I move that the Planning Commission recommend that Town Council deny the Use by Special Review as the request does not meet the following approval criteria:”

-List criteria not met (either by staff or Planning Commission)

“I move that the Planning Commission vote to continue the Use by Special Review to a future date.”

I. BACKGROUND/DISCUSSION

The subject property is located within the Greater Downtown District: Twenty Mile Center, which is intended to provide a mix of land uses. The proposal submitted by the applicant is for a vertical mixed-use building with retail and restaurants on the first floor, a boutique hotel and an associated pedestrian plaza. As required by the Twenty Mile Center zoning, the hotel component of the building is required to receive approval for a UbSR. The subject property is approximately 4.4 acres and is currently undeveloped. Concurrent with the submittal of this UbSR, the applicant has also submitted applications for a site plan and replat.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
2004	Town Council approved the Greater Downtown District: Twenty Mile Center Zoning
2013	Twenty Mile Village Filing 2 Amendment 9 was recorded with Douglas County which created the subject property.

III. CURRENT SITE DATA

Existing Zoning	GD - Greater Downtown District		
Overlay District	N/A		
PD & Plan Area	Greater Downtown District: Twenty Mile Center		
Master Plan Area	Central Commercial		
Site Acreage	4.4+/- acres		
Subdivision	Twenty Mile Village Filing 2 Amendment 9		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	GD - Greater Downtown District	Movie Theater
South	Central Commercial	GD - Greater Downtown District	Bank and undeveloped property
East	Central Commercial	GD - Greater Downtown District	Multi-tenant commercial
West	Central Commercial	GD - Greater Downtown District	Multi-tenant commercial and drive through restaurant

IV. PARKER 2035 MASTER PLAN

[Parker 2035 Master Plan | Town of Parker - Official Website](#)

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Central Commercial District: This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed-use is highly encouraged where appropriate.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.H Jobs and Economic Vitality 2.A Jobs and Economic Vitality 2.B Jobs and Economic Vitality 4.A
Inconsistent Goals/Strategies	N/A
Staff Analysis	The subject property is located within the Central Commercial District. This District is intended to ensure a variety of commercial services including lodging and encourages vertical mixed-use buildings. The addition of the proposed vertical mixed-use building with retail/restaurants, a hotel component and a pedestrian plaza will help to expand the Town's economic base and create a destination in this part of Parker.

	Additionally, the request would allow for a greater variety in the commercial options available in this area. Based on this analysis staff has determined that the request complies with the Parker 2035 Master Plan.
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V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Mainstreet Master Plan
Policies/Guidelines/Strategies	Goal W-1 Develop the West End as the gateway into a unique downtown neighborhood through urban form and design to create a distinct and recognizable community character. Goal W-2 Foster partnerships with stakeholders that have a vital interest in the district and work together to achieve common goals of revitalization and development/redevelopment of the district. Goal W-3 Create a pedestrian-friendly streetscape with enhanced sidewalk, crosswalk and roadway improvements, landscaping, lighting, furnishings and public art. Goal W-4 Create a series of different parks, plazas and gathering spaces that are available for events and public use. Goal W-6 Strengthen the mix of land uses to activate Mainstreet, support the existing housing density, increase employment and increase patronage of surrounding businesses in the area. Goal W-7 Support the West End with active first-floor and high intensity land uses to enhance the visitor's experience and strengthen the economic base of this central neighborhood.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The subject property is located within the "West Mainstreet" area as designated in the Mainstreet Master Plan. The proposed vertical mixed-use building with retail/restaurants, a hotel component and a pedestrian plaza will help implement the Mainstreet Master Plan goals identified above. Based on this analysis staff has determined that the request complies with the Mainstreet Master Plan.

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (UbSR)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Front – None Side – None Rear – None Corner – None	North – 140 feet +/- South – 33 feet +/- East – 87 feet +/- West – 295 feet +/-	☒ Consistent ☐ Inconsistent ☐ N/A
Density	10 dwelling units per acre	N/A. No residential uses are proposed.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	4 stories or 60 feet by right, 6 stories or 90 feet with a Use by Special Review	4 stories and 60 feet	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	None	4.4+/- acres	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	29% +/-	☒ Consistent ☐ Inconsistent ☐ N/A
Landscaping	Title 13.06.070	Detailed landscape review is being completed with the submittal of the concurrent site plan. The applicant has demonstrated an ability to meet the landscape requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Detailed parking review is being completed with the submittal of the concurrent Site Plan. The applicant has demonstrated an ability to meet the parking requirements.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The request is for a UbSR which does not require the submittal of a detailed site plan. However, the applicant has chosen to submit their detailed site plan concurrently with this request. This allows staff to perform a more detailed analysis and provide more information than may be provided with other requests for UbSR approval. While the site plan is still under review, no building permit will be approved until all development requirements are met.		

VII. APPROVAL CRITERIA

Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:

1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.

Applicant's Response:

The development site is in the Twenty Mile Center of the Greater Downtown District. The proposed mixed-use lodging establishment is directly in-line with the standards and guidelines of the district as demonstrated below, resulting in a harmonious and compatible development with the character of the surrounding areas and neighborhood. The proposed development is located within walkable distance to several high density multi-family residential developments. The hotel component will provide a convenient option for residents of nearby multi-family units to house out of town guests and family within the context of their immediate community. The Mainstreet Master Plan area plays a significant role in achieving a balance and variety of residential, commercial, recreational and entertainment opportunities. The active pedestrian-oriented ground floor retail and restaurant uses proposed for the mixed-use lodging establishment will not only provide amenities and services to the guest destination but also invite nearby residences who can easily walk to their destination within the entertainment district, thus decreasing the need for vehicular transportation or parking. Waterford on Mainstreet, Briargate on Mainstreet and the Trailside Apartments provide 1,417 residential units east, west and south of the development. The use will be in harmony and compatible with the character established and developing in the surrounding areas and neighborhood.

The "Standards and Guidelines for Development within the Twenty Mile Center" sets goals for development within the district and establishes standards and guidelines to provide direction as to how the goals may be achieved. The following demonstrates compliance with the specific goals cited in that document:

4.1 Character Statements: The Grove is exemplary of the type of development envisioned in the Twenty Mile Center. The proposed lodging, retail, restaurant, and personal service uses mixed both horizontally and vertically in a single building enables the Twenty Mile Center to live up to its role as the western gateway into Parker's downtown commercial core. The form and architectural relationships between buildings are cohesive but not identical, and architectural features are rich in detail, material, texture, and color to promote visual interest at a human scale. The site safely accommodates auto, pedestrian, and bicycle traffic, and a large pedestrian plaza bisects the property and connects all pedestrian walkways between Mainstreet and the theater as envisioned in the Parker Mainstreet Master Plan (2015).

4.2 Site Coverage: While there is no specific standard for lot size or building coverage ratio in the Twenty Mile Center, the proposed development is meeting the intent by strategically locating the building, pedestrian walkways, and the plaza in relation to the parking areas and surrounding properties in a way that promotes urban level development, achieves visual aesthetics, and balances the intensity, activity, and identity of the site.

4.3 Building Orientation: The building in this project has been situated to orient towards the pedestrian plaza, creates a continuous building edge along the street, and creates active outdoor spaces.

4.4 Building Setbacks: The site is surrounded by private drives on all sides and extends to the center line of the private drive that loops around the site from Stage Run. The mixed-use building has been situated along the southern private drive to create a building edge that promotes the main street configuration and enlivens commercial activity.

4.5 Building Height: The proposed development will reach a maximum of 4-stories high (or 60 FT), which meets the height requirements for this district.

4.6.1 Vehicular Access & External Circulation: This development establishes logical and practical vehicular access both to the site and around the surrounding area. All intersections are designed to facilitate both pedestrian and vehicular movement, and the interconnectedness of the site allows visitors to park once and reach everything else by foot.

4.6.2 Pedestrian Access & External Circulation: Site design provides pedestrian access and connectivity within the site, to adjacent businesses and to the public way. Detached sidewalks with associated buffer areas have been provided along all roadways around the project and connect to existing and future walkways on adjacent properties. The pedestrian plaza strategically meanders through the center of the property and connects to all pedestrian walkways on the site. The plaza area uses materials that differentiate it from drive aisles and other paved surfaces.

4.6.3 Bicycle Access & External Circulation: The development includes bicycle parking facilities for up to twenty-two bicycles. There are no designated bicycle lanes in the vicinity, but all vehicular accesses and circulation can also support bicycle riders.

4.6.4 Access to Public Transit: The interconnected walkability of the site provides pedestrian access to Mainstreet when future public transit stops become available.

4.7 Internal Pedestrian Access & Circulation: The site provides adequate and sufficient pedestrian circulation both within the site and to the abutting properties. Development of this site completes pedestrian connections between businesses and amenities within the overall Twenty Mile Village center. The pedestrian plaza strategically meanders through half the property and connects to all pedestrian walkways on the site, and uses materials that differentiate it from drive aisles and other paved surfaces. Pedestrian amenities, including benches, lights, and trash receptacles, have been strategically placed along walkways throughout the site. Landscaping in the plaza area will provide both shade and color.

4.8 Functioning of Plazas and Pocket Parks: The pedestrian plaza fulfills the vision of the Parker Mainstreet Master Plan as a central node as well as a north-south pedestrian connection between Mainstreet and the existing theater.

It bisects the property through the center and connects to all pedestrian walkways on the site. Over 25% of the plaza's perimeter abuts a street and/or pedestrian path, and it has been landscaped with attractive plant material and hard surfaces that complement the architecture of the main building. The plaza is configured to allow double-faced development to the east, west and south, with direct frontage on Stage Run. The design makes it easily accessible, visually interesting and allows for restaurant outdoor dining and other pedestrian-friendly uses at its perimeter. The ground floor restaurants and retail space of the mixed-use lodging establishment activates pedestrian interface for hotel patrons and the community.

4.9 Relationship to Sulphur Gulch: While the site is not located adjacent to the Sulphur Gulch Trail system, the interconnected walkability of the site provides direct pedestrian access to walkways around the site that do connect to the trail system.

5.1 Building Character: The main building's architecture provides interest and variation that creates a visually pleasing, human scale environment. Building materials were selected for their aesthetic appearance and durability in Parker's climate. The architecture of buildings in future phases will vary from each other enough to prevent a uniform architectural character from dominating the block.

5.2 Building Form and Massing: The building form creates continuity at the ground level with variation on upper levels. All entryways to the building cater to pedestrians using architectural features that break down the building mass and promote a sense of arrival. The building composition clearly defines different levels, and horizontal openings and articulations logically align between levels. The smaller buildings in the 2nd phase will establish a scale relationship with the larger building using compatible horizontal alignment of architectural features.

5.3 Roof Form: The roof has variations in articulations and parapet height that creates visual interest from the ground and as a skyline. All materials and colors coordinate with the building materials and colors but still maintain a distinctive roof profile. All roof-mounted mechanical, electrical, and telecommunications systems will be screened from view through the use of parapets.

5.4 Building Façade and Exterior Walls: The exterior walls incorporate storefront display windows and a variety of quality brick materials that create a contemporary character found in other urban buildings downtown.

5.5 Construction Materials: The exterior walls incorporate storefront display windows and a variety of high quality brick materials that create a blend of contemporary character and historic context found in other urban buildings downtown. Windows incorporate non-reflective glazing, and colors of exterior materials are aesthetically pleasing and compatible with nearby structures.

5.6 Architectural Elements and Articulation: The building has clearly defined, highly visible customer entrances that feature canopies, porticos, recessions, display windows, and outdoor seating. Display windows are separated by brick detailing, and all canopies/awnings and balconies are compatible with the building architecture.

Architectural delineation has been provided between the 1st and 2nd floors using a mixture of articulation and cornices, and raised cornice parapets line the top of the building.

5.7 Parking Structures: There are no parking structures proposed with this phase of the development. Surface parking for the mixed-use lodging establishment exceeds the Town of Parker's minimum parking requirement for this use.

6.0 Screening of Mechanical Equipment, Dumpsters and Service Areas: All mechanical equipment, dumpsters, are screened using architectural elements, materials, and colors that complement those used in the main building. Service areas are strategically located to diminish offsite visibility and are screened as allowed by the utility providers.

7.1 Lighting: Lighting within this development complies with Sec. 13.10.140 of the Parker Land Development Code for nonresidential development. Site lights are on 20' poles mounted on 2.5' concrete bases in parking lot; pedestrian plaza area lights are on 15' poles mounted on 2.5' bases. Lighting does not exceed 1fc at property lines as shown on the Photometric Plan included in the Site Plan Set. Light fixture lamps will not be visible from adjacent properties or public rights of way. LED lighting fixtures will be utilized, which are not specified in the Town Code. Uniformity ratios are generally met for the LED lighting as shown in the Luminaire Schedule.

7.2 Fences and Walls: All walls use architectural elements, materials, and colors consistent with those of the main building.

7.3 Site Furnishings: Seating, lighting, and trash receptacles that relate in appearance, design, and color have been strategically located throughout the site. Each type of furnishing is durable, comfortable, attractive, and easy to maintain.

Staff Analysis:

The subject property is surrounded by a variety of commercial uses including office uses, entertainment uses, and restaurants. The proposed development is for a vertical mix of commercial uses which includes retail/restaurants, a hotel component and a pedestrian plaza. The proposed vertical mix of uses, including the hotel are compatible with the surrounding land uses and will complement and enhance the variety of commercial uses that currently exist in this area.

Based on this analysis, staff has determined that this criterion has been met.

2. Will be consistent with the Town Master Plan.

Applicant's Response:

The Town Master Plan designates the land use for this site as "Central Commercial," and further defines it as: "The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a

development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate.” The Grove is also included in the Twenty Mile Center as described in the 2015 Parker Mainstreet Master Plan. As such, it is designated by the Town as a priority parcel for development within the West End area of the district and targeted for a more pedestrian-friendly development in the short-term with an eye to creating patterns for long-term development. This parcel is referred to as the Stage Run Center parcel envisioned to provide a north-south pedestrian connection between Mainstreet and the existing movie theater. The proposed development incorporates a plaza design feature to fulfill the intent of the Master Plan to allow for events and festivals. The mixed-use structure is designed to draw pedestrians into the development and with first-floor restaurant and retail uses to enhance the visitor’s experience and strengthen the economic base of this central neighborhood. The use is therefore consistent with and fulfills the goals of the Town Master Plan.

Staff Analysis:

The subject property and the surrounding area are designated as Central Commercial in the Town Master Plan. This designation envisions a variety of commercial uses and encourages vertical mixed use buildings. The proposal is for a vertical mixed use building with retail/restaurants, a hotel component and an associated plaza space.

The Mainstreet Master Plan, a Sub-area Plan of the Town Master Plan, discusses the subject property in two specific ways:

Stage Run.

“This parcel (the subject property) is a priority within the West End area but should not detract from the higher-priority areas within Old Town or the more comprehensive priority of creating an office node. As described in the overarching priority comments, this area should be guided toward more pedestrian-friendly development in the short-term with an eye to creating patterns for long-term redevelopment.”

Recommendation 3.25: Actively promote development of the Stage Run Center parcel, south of the existing movie theater.

Stage Run Plaza.

“...recommends a plaza or combination plaza/park on the west side of Parker Road, in the ‘U’ parcel abutting Stage Run. The park may be publicly or privately funded, or a combination of both, but is likely to be constructed in tandem with development (or redevelopment) of adjacent parcels. Regardless of funding and timing, this important new space should be carefully designed as both a central ‘node’ and a north-south pedestrian connection between Mainstreet and the existing movie theater. The plaza should be designed to cater to a diverse set of active and passive activities as well as designed as an aesthetically pleasing community amenity that serves a variety of users including building tenants, visitors and the public. The new park/plaza should be configured to allow double-faced development to the east, west and south, with direct frontage on Stage Run. This space will create a more formalized public open space to draw residents of nearby neighborhoods to the Mainstreet Corridor. The space should be designed with particular attention to a permeable edge, in order to promote outdoor dining and other pedestrian friendly uses at its perimeter.

Similar to the new park and plaza adjacent to the library, the space should be flexible and configured to allow events and festivals on this side of the plan area. Further design guidance on configuration of this space is included in the Urban Form section of this document.”

Recommendation 3.18: Construct a new public open space abutting Stage Run, in tandem with development.

Based on this analysis and the analysis contained in Sections IV and V of this staff report, staff has determined that this criterion has been met.

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

Applicant's Response:

The land use will match the vision and goals for the West End district image as outlined in the Master Plan. The development will provide increased density as contemplated for this zone district, but not result in an over-intensive use of the land. In addition, all necessary development requirements are being met or exceeded. The combined mixed uses of lodging, retail and restaurant require 159 parking spaces per Town Code parking criteria. The project proposes 176 parking spaces, exceeding code requirements by 11%. 16% of the site is landscaped, also exceeding the Town requirement for 15% landscaping.

The vision is to develop the West End as a distinguishable and desirable downtown neighborhood that will be embraced for its walkability, pedestrian scale, amenities and hometown feel. The proposed mixed-use lodging establishment will capitalize on existing residential density in addition to drawing guests from outside the community and will be supported by retail space, dining, entertainment and shopping opportunities. Existing public infrastructure is of sufficient capacity to support the development as discussed further below. Surrounding public street systems contemplated build out of the area as allowed in the zoning districts.

Staff Analysis:

The applicant has demonstrated an ability to meet the development requirements associated with their request ensuring that there is not an over-intensive use of the land.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response

The operational needs generated with this infill development can be served within the existing short-term and long-term community capital improvement programs. Public infrastructure surrounds the property with sufficient capacity to serve the development. The development is not anticipated to have a material adverse effect on community capital improvements beyond that which was anticipated through zoning approvals and projected build out for the area.

Staff Analysis:

The UbSR is requested to be located on an existing platted parcel with existing infrastructure constructed. A hotel use on this site will have no additional impact to the capital improvement program. Therefore, staff has determined that this criterion has been met.

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

Applicant's Response:

The proposed mixed-use lodging establishment will not require a level of community facilities and services greater than what is currently available.

The site is served by Parker Water & Sanitation District for water and sanitary sewer service with specific criteria that regulates development approval. The district has reviewed the planning and construction documents and technical reports and finds them in compliance with their requirements. Utility infrastructure is of sufficient size and capacity to provide water and sewer service to the development.

IREA provides electric service to this area and has also reviewed the development documents for compliance to their criteria. Gas service is provided by XCEL Energy, has reviewed the development plans with commitment to provide service.

A Final Drainage Report for Twenty Mile Village overall development was originally designed, approved and revised in 1996 to provide regional drainage facility and water quality to serve build out within the area. A drainage compliance analysis was reviewed as part of the required applications. Twenty Mile Village Filing No. 2, 11th Amendment is ultimately tributary to the Twenty Mile Regional Detention Facility, providing both detention and permanent water quality enhancement for the greater Twenty Mile Center area. No additional on-site facilities are required to serve this development.

In addition, police and fire service is provided through the Town of Parker and South Metro Fire Rescue Authority, who have reviewed the development and determined existing service plans and capacity are adequate to serve the project.

Staff Analysis:

The subject property is currently located within the Town's boundaries, it is designated as Central Commercial within the Town's Master Plan, the Mainstreet Master Plan encourages the development of the subject property and it is zoned Greater Downtown District: Twenty Mile Center. This information indicates that the Town is prepared to provide services to this site for this type of use. The referral agencies have indicated a capacity to serve the property.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response:

A Traffic Impact Study was prepared by SM Rocha, LLC (Oct 2017, revised Jan 2018) and is included with the UBSR application. The traffic impact study addresses the capacity, geometric and control requirements associated with the development entitled, The Grove. The study area examined in the analysis encompasses the Stage Run intersections with Twenty Mile Road and Dransfeldt Road, as well as the intersections of Mainstreet with Twenty Mile Road, Dransfeldt Road and the private driveway. Site-generated traffic was added to background traffic projections for Years 2019 and 2037 to develop total traffic projections. The analysis of future traffic conditions indicates that the addition of site-generated traffic from the development is expected to create no negative impact to traffic operations for the existing and surrounding roadway system upon roadway and intersection control improvements assumed within the analysis and obtained from the Transportation Master Plan, Town of Parker, March 2014. With all conservative assumptions defined in the analysis the study intersections are projected to operate at future levels of service comparable to Year 2037 background traffic conditions. The study supports that construction of the project will not result in undue traffic congestion or traffic hazards. Although the Transportation Master Plan contemplates future construction of a southbound left turn lane off Twenty Mile at Stage Run, it is not included in current CIP funding. The developer will construct the left turn lane with construction of the project.

As discussed above, the development provides onsite parking generated by the proposed mixed-use project that is 11% above what the current Town Land Use Ordinance requires.

Staff Analysis:

Concurrent with the site plan and replat applications, the applicant has provided a Traffic Impact Study (TIS). The TIS was reviewed and evaluated by the Town's Public Works/Engineering Division and it was determined that the request would not create undue traffic congestion or hazards beyond those that were anticipated at the time the area was platted for development.

Based on this analysis, staff has determined that this criterion has been met.

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

Applicant's Response:

The proposed mixed-use lodging establishment will maintain common industry operating systems and standards for this type of use and will not cause significant air, water or noise pollution. All local, state and federal design and operational standards will be met through construction and operational phases.

Staff Analysis:

The proposed vertical mixed-use building with a hotel component and associated plaza will not create any significant air, water or noise pollution. Therefore, staff has determined that this criterion has been met.

8. Will be adequately landscaped, buffered and screened.

Applicant's Response:

A concurrent Site Plan application is included in the submittal, which complies with the Town's land development code's landscaping, buffering and screening requirements. The site will provide components of landscaping to include perimeter landscape treatment as well as internal parking lot landscaping to screen and soften the parking fields. In addition, the focal point of the landscape presentation is introduction of a pedestrian plaza area featuring a combination of planting areas and hardscaped design elements conducive to accommodate dedicated events or informal gatherings.

Staff Analysis:

The site plan is currently in the review process. However, the applicant has demonstrated an ability to meet the necessary landscaping, buffering and screening requirements.

Based on this analysis and recommended condition of approval, staff has determined that this criterion has been met.

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

Applicant's Response:

The Grove mixed-use project is designed to make a positive contribution to the health, safety and welfare of the present or future inhabitants of the Town of Parker. The project will comply with local, state and federal regulations in design and operation as demonstrated through the review and approval process required for permitting and construction of the facility.

Staff Analysis:

The proposed vertical mixed-use building with a retail/restaurant, a hotel component and an associated plaza will have no detrimental effect to the health, safety or welfare of present or future inhabitants of the Town. Therefore, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Advisory Comments
Fire Life Safety	Advisory Comments
Parker Water and Sanitation District	Approved
IREA	No Comment
CenturyLink	No Comment
Tri-County Health	No Comment

IX. CONCLUSION

The applicant is requesting the approval of a UbSR for a hotel that is a component of a vertical mixed-use building. The request has been determined to meet the nine approval criteria for a Use by Special Review approval as outlined in this staff report. Therefore, staff recommends the approval of the request, subject to the two conditions contained in this staff report.

X. RECOMMENDED CONDITIONS

1. Prior to the issuance of a building permit, the Site Plan shall meet all of the development requirements of the Town.
2. Prior to the issuance of a building permit, the associated replat shall be recorded in the office of the Douglas County Clerk and Recorder.

XI. ATTACHMENTS

1. Approval Criteria Analysis
2. Color Building Elevations
3. Concept Landscape Plan

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

**Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center**

Project: The Grove

Parker Mainstreet Partners, LLC requests approval by Parker Town Council for a Use by Special Review for a four-story, 60' tall mixed-use lodging establishment with ancillary retail and restaurant uses located within the Greater Downtown District – Twenty Mile Center based on compliance of review criteria provided in Sec. 13.04.200.b.1-9 as outlined below.

The applicant maintains that the proposed use:

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

The development site is in the Twenty Mile Center of the Greater Downtown District. The proposed mixed-use lodging establishment is directly in-line with the standards and guidelines of the district as demonstrated below, resulting in a harmonious and compatible development with the character of the surrounding areas and neighborhood. The proposed development is located within walkable distance to several high density multi-family residential developments. The hotel component will provide a convenient option for residents of nearby multi-family units to house out of town guests and family within the context of their immediate community. The Mainstreet Master Plan area plays a significant role in achieving a balance and variety of residential, commercial, recreational and entertainment opportunities. The active pedestrian-oriented ground floor retail and restaurant uses proposed for the mixed-use lodging establishment will not only provide amenities and services to the guest destination but also invite nearby residences who can easily walk to their destination within the entertainment district, thus decreasing the need for vehicular transportation or parking. Waterford on Mainstreet, Briargate on Mainstreet and the Trailside Apartments provide 1,417 residential units east, west and south of the development. The use will be in harmony and compatible with the character established and developing in the surrounding areas and neighborhood.

The “**Standards and Guidelines for Development within the Twenty Mile Center**” sets goals for development within the district and establishes standards and guidelines to provide direction as to how the goals may be achieved. The following demonstrates compliance with the specific goals cited in that document:

4.1 Character Statements: The Grove is exemplary of the type of development envisioned in the Twenty Mile Center. The proposed lodging, retail, restaurant, and personal service uses mixed both horizontally and vertically in a single building enables the Twenty Mile Center to live up to its role as the western gateway into Parker’s downtown commercial core. The form and architectural relationships between buildings are cohesive but not identical, and architectural features are rich in detail, material, texture, and color to promote visual interest at a human scale. The site safely accommodates auto, pedestrian, and bicycle traffic, and a

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

large pedestrian plaza bisects the property and connects all pedestrian walkways between Mainstreet and the theater as envisioned in the Parker Mainstreet Master Plan (2015).

4.2 Site Coverage: While there is no specific standard for lot size or building coverage ratio in the Twenty Mile Center, the proposed development is meeting the intent by strategically locating the building, pedestrian walkways, and the plaza in relation to the parking areas and surrounding properties in a way that promotes urban level development, achieves visual aesthetics, and balances the intensity, activity, and identity of the site.

4.3 Building Orientation: The building in this project has been situated to orient towards the pedestrian plaza, creates a continuous building edge along the street, and creates active outdoor spaces.

4.4 Building Setbacks: The site is surrounded by private drives on all sides and extends to the center line of the private drive that loops around the site from Stage Run. The mixed-use building has been situated along the southern private drive to create a building edge that promotes the main street configuration and enlivens commercial activity.

4.5 Building Height: The proposed development will reach a maximum of 4-stories high (or 60 FT), which meets the height requirements for this district.

4.6.1 Vehicular Access & External Circulation: This development establishes logical and practical vehicular access both to the site and around the surrounding area. All intersections are designed to facilitate both pedestrian and vehicular movement, and the interconnectedness of the site allows visitors to park once and reach everything else by foot.

4.6.2 Pedestrian Access & External Circulation: Site design provides pedestrian access and connectivity within the site, to adjacent businesses and to the public way. Detached sidewalks with associated buffer areas have been provided along all roadways around the project and connect to existing and future walkways on adjacent properties. The pedestrian plaza strategically meanders through the center of the property and connects to all pedestrian walkways on the site. The plaza area uses materials that differentiate it from drive aisles and other paved surfaces.

4.6.3 Bicycle Access & External Circulation: The development includes bicycle parking facilities for up to twenty-two bicycles. There are no designated bicycle lanes in the vicinity, but all vehicular accesses and circulation can also support bicycle riders.

4.6.4 Access to Public Transit: The interconnected walkability of the site provides pedestrian access to Mainstreet when future public transit stops become available.

4.7 Internal Pedestrian Access & Circulation: The site provides adequate and sufficient pedestrian circulation both within the site and to the abutting properties. Development of

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

this site completes pedestrian connections between businesses and amenities within the overall Twenty Mile Village center. The pedestrian plaza strategically meanders through half the property and connects to all pedestrian walkways on the site, and uses materials that differentiate it from drive aisles and other paved surfaces. Pedestrian amenities, including benches, lights, and trash receptacles, have been strategically placed along walkways throughout the site. Landscaping in the plaza area will provide both shade and color.

4.8 Functioning of Plazas and Pocket Parks: The pedestrian plaza fulfills the vision of the Parker Mainstreet Master Plan as a central node as well as a north-south pedestrian connection between Mainstreet and the existing theater. It bisects the property through the center and connects to all pedestrian walkways on the site. Over 25% of the plaza's perimeter abuts a street and/or pedestrian path, and it has been landscaped with attractive plant material and hard surfaces that compliment the architecture of the main building. The plaza is configured to allow double-faced development to the east, west and south, with direct frontage on Stage Run. The design makes it easily accessible, visually interesting and allows for restaurant outdoor dining and other pedestrian-friendly uses at its perimeter. The ground floor restaurants and retail space of the mixed-use lodging establishment activates pedestrian interface for hotel patrons and the community.

4.9 Relationship to Sulphur Gulch: While the site is not located adjacent to the Sulphur Gulch Trail system, the interconnected walkability of the site provides direct pedestrian access to walkways around the site that do connect to the trail system.

5.1 Building Character: The main building's architecture provides interest and variation that creates a visually pleasing, human scale environment. Building materials were selected for their aesthetic appearance and durability in Parker's climate. The architecture of buildings in future phases will vary from each other enough to prevent a uniform architectural character from dominating the block.

5.2 Building Form and Massing: The building form creates continuity at the ground level with variation on upper levels. All entryways to the building cater to pedestrians using architectural features that break down the building mass and promote a sense of arrival. The building composition clearly defines different levels, and horizontal openings and articulations logically align between levels. The smaller buildings in the 2nd phase will establish a scale relationship with the larger building using compatible horizontal alignment of architectural features.

5.3 Roof Form: The roof has variations in articulations and parapet height that creates visual interest from the ground and as a skyline. All materials and colors coordinate with the building materials and colors but still maintain a distinctive roof profile. All roof-mounted mechanical, electrical, and telecommunications systems will be screened from view through the use of parapets.

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

5.4 Building Façade and Exterior Walls: The exterior walls incorporate storefront display windows and a variety of quality brick materials that create a contemporary character found in other urban buildings downtown.

5.5 Construction Materials: The exterior walls incorporate storefront display windows and a variety of high quality brick materials that create a blend of contemporary character and historic context found in other urban buildings downtown. Windows incorporate non-reflective glazing, and colors of exterior materials are aesthetically pleasing and compatible with nearby structures.

5.6 Architectural Elements and Articulation: The building has clearly defined, highly visible customer entrances that feature canopies, porticos, recessions, display windows, and outdoor seating. Display windows are separated by brick detailing, and all canopies/awnings and balconies are compatible with the building architecture. Architectural delineation has been provided between the 1st and 2nd floors using a mixture of articulation and cornices, and raised cornice parapets line the top of the building.

5.7 Parking Structures: There are no parking structures proposed with this phase of the development. Surface parking for the mixed-use lodging establishment exceeds the Town of Parker's minimum parking requirement for this use.

6.0 Screening of Mechanical Equipment, Dumpsters and Service Areas: All mechanical equipment, dumpsters, are screened using architectural elements, materials, and colors that compliment those used in the main building. Service areas are strategically located to diminish offsite visibility and are screened as allowed by the utility providers.

7.1 Lighting: Lighting within this development complies with Sec. 13.10.140 of the Parker Land Development Code for nonresidential development. Site lights are on 20' poles mounted on 2.5' concrete bases in parking lot; pedestrian plaza area lights are on 15' poles mounted on 2.5' bases. Lighting does not exceed 1fc at property lines as shown on the Photometric Plan included in the Site Plan Set. Light fixture lamps will not be visible from adjacent properties or public rights of way. LED lighting fixtures will be utilized, which are not specified in the Town Code. Uniformity ratios are generally met for the LED lighting as shown in the Luminaire Schedule.

7.2 Fences and Walls: All walls use architectural elements, materials, and colors consistent with those of the main building.

7.3 Site Furnishings: Seating, lighting, and trash receptacles that relate in appearance, design, and color have been strategically located throughout the site. Each type of furnishing is durable, comfortable, attractive, and easy to maintain.

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

2. Will be consistent with the Town Master Plan;

The Town Master Plan designates the land use for this site as “Central Commercial,” and further defines it as: “The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate.” The Grove is also included in the Twenty Mile Center as described in the 2015 Parker Mainstreet Master Plan. As such, it is designated by the Town as a priority parcel for development within the West End area of the district and targeted for a more pedestrian-friendly development in the short-term with an eye to creating patterns for long-term development. This parcel is referred to as the Stage Run Center parcel envisioned to provide a north-south pedestrian connection between Mainstreet and the existing movie theater. The proposed development incorporates a plaza design feature to fulfill the intent of the Master Plan to allow for events and festivals. The mixed-use structure is designed to draw pedestrians into the development and with first-floor restaurant and retail uses to enhance the visitor’s experience and strengthen the economic base of this central neighborhood. The use is therefore consistent with and fulfills the goals of the Town Master Plan.

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

The land use will match the vision and goals for the West End district image as outlined in the Master Plan. The development will provide increased density as contemplated for this zone district, but not result in an over-intensive use of the land. In addition, all necessary development requirements are being met or exceeded. The combined mixed uses of lodging, retail and restaurant require 159 parking spaces per Town Code parking criteria. The project proposes 176 parking spaces, exceeding code requirements by 11%. 16% of the site is landscaped, also exceeding the Town requirement for 15% landscaping.

The vision is to develop the West End as a distinguishable and desirable downtown neighborhood that will be embraced for its walkability, pedestrian scale, amenities and hometown feel. The proposed mixed-use lodging establishment will capitalize on existing residential density in addition to drawing guests from outside the community and will be supported by retail space, dining, entertainment and shopping opportunities. Existing public infrastructure is of sufficient capacity to support the development as discussed further below. Surrounding public street systems contemplated buildout of the area as allowed in the zoning districts.

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

The operational needs generated with this infill development can be served within the existing short-term and long-term community capital improvement programs. Public infrastructure surrounds the property with sufficient capacity to serve the development. The development is not anticipated to have a material adverse effect on community

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

capital improvements beyond that which was anticipated through zoning approvals and projected buildout for the area.

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

The proposed mixed-use lodging establishment will not require a level of community facilities and services greater than what is currently available.

The site is served by Parker Water & Sanitation District for water and sanitary sewer service with specific criteria that regulates development approval. The district has reviewed the planning and construction documents and technical reports and finds them in compliance with their requirements. Utility infrastructure is of sufficient size and capacity to provide water and sewer service to the development.

IREA provides electric service to this area and has also reviewed the development documents for compliance to their criteria. Gas service is provided by XCEL Energy, has reviewed the development plans with commitment to provide service.

A Final Drainage Report for Twenty Mile Village overall development was originally designed, approved and revised in 1996 to provide regional drainage facility and water quality to serve buildout within the area. A drainage compliance analysis was reviewed as part of the required applications. Twenty Mile Village Filing No. 2, 11th Amendment is ultimately tributary to the Twenty Mile Regional Detention Facility, providing both detention and permanent water quality enhancement for the greater Twenty Mile Center area. No additional on-site facilities are required to serve this development.

In addition, police and fire service is provided through the Town of Parker and South Metro Fire Rescue Authority, who have reviewed the development and determined existing service plans and capacity are adequate to serve the project.

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

A Traffic Impact Study was prepared by SM Rocha, LLC (Oct 2017, revised Jan 2018) and is included with the UBSR application. The traffic impact study addresses the capacity, geometric and control requirements associated with the development entitled, The Grove. The study area examined in the analysis encompasses the Stage Run intersections with Twenty Mile Road and Dransfeldt Road, as well as the intersections of Mainstreet with Twenty Mile Road, Dransfeldt Road and the private driveway. Site-generated traffic was added to background traffic projections for Years 2019 and 2037 to develop total traffic projections. The analysis of future traffic conditions indicates that the addition of site-generated traffic from the development is expected to create no negative impact to traffic operations for the existing and surrounding roadway system upon roadway and intersection control improvements assumed within the analysis and obtained from the Transportation Master Plan, Town of Parker, March 2014. With all conservative assumptions defined in the analysis the study intersections are projected to operate at

Approval Considerations for Use by Special Review
Lodging Establishment in Greater Downtown District – Twenty Mile Center

future levels of service comparable to Year 2037 background traffic conditions. The study supports that construction of the project will not result in undue traffic congestion or traffic hazards. Although the Transportation Master Plan contemplates future construction of a southbound left turn lane off Twenty Mile at Stage Run, it is not included in current CIP funding. The developer will construct the left turn lane with construction of the project.

As discussed above, the development provides onsite parking generated by the proposed mixed-use project that is 11% above what the current Town Land Use Ordinance requires.

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

The proposed mixed-use lodging establishment will maintain common industry operating systems and standards for this type of use and will not cause significant air, water or noise pollution. All local, state and federal design and operational standards will be met through construction and operational phases.

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

A concurrent Site Plan application is included in the submittal, which complies with the Town's land development code's landscaping, buffering and screening requirements. The site will provide components of landscaping to include perimeter landscape treatment as well as internal parking lot landscaping to screen and soften the parking fields. In addition, the focal point of the landscape presentation is introduction of a pedestrian plaza area featuring a combination of planting areas and hardscaped design elements conducive to accommodate dedicated events or informal gatherings.

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

The Grove mixed-use project is designed to make a positive contribution to the health, safety and welfare of the present or future inhabitants of the Town of Parker. The project will comply with local, state and federal regulations in design and operation as demonstrated through the review and approval process required for permitting and construction of the facility.

EXTERIOR ELEVATIONS LEGEND

- 1 GENERAL SHALE "OLD WATERLODGE"
- 2 GENERAL SHALE "BARRINTON"
- 3 GENERAL SHALE "OLD CARBONDALE"
- 4 METAL SALES CO. DARK BRONZE
- 5 METAL SALES CO. "OLD ZINC GREY"
- 6 TMS LIGHTING "FORTE"
- 7 BEGAS-US "BOOM 1218"
- 8 BEGAS-US "6641"

T.O.PARAPET
60'-0"

T.O.PARAPET 57'-3"

T.O.PARAPET WALL
52'-9 1/4"

T.O.ROOF
49'-5 1/2"

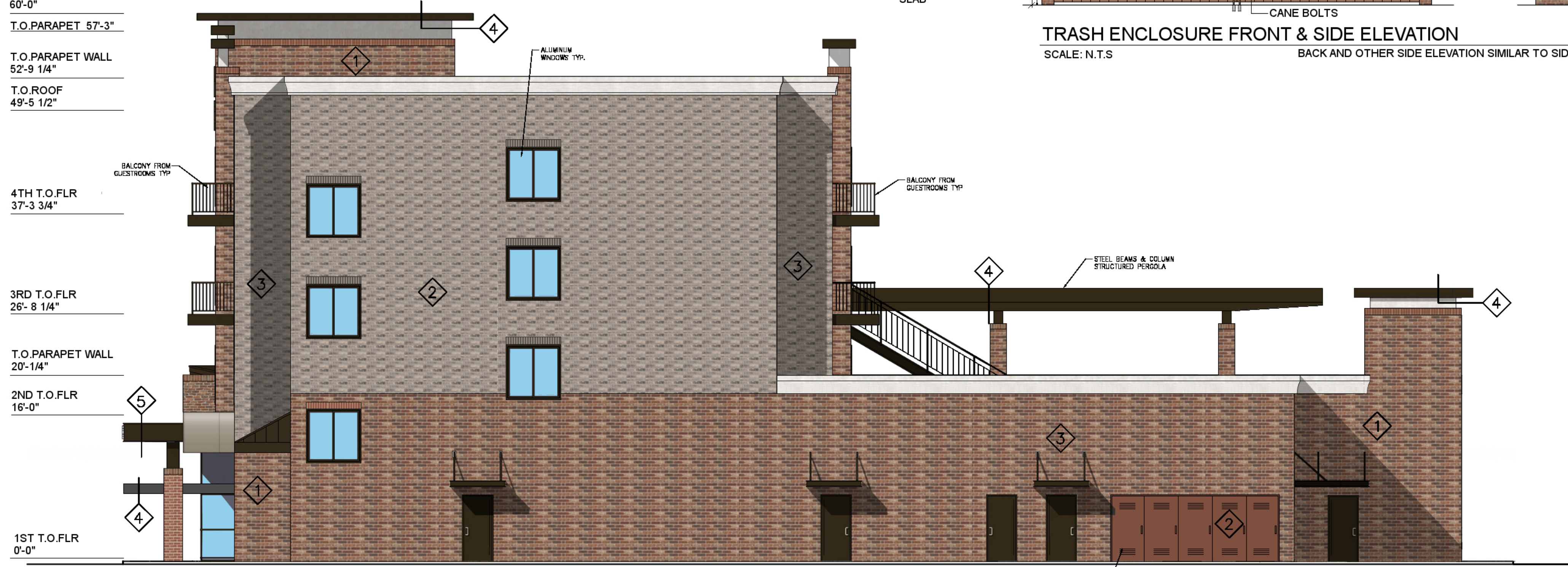
4TH T.O.FLR
37'-3 3/4"

3RD T.O.FLR
26'- 8 1/4"

T.O.PARAPET WALL
20'-1/4"

2ND T.O.FLR
16'-0"

1ST T.O.FLR
0'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"

T.O.PARAPET
60'-0"

T.O.PARAPET
57'-3"

T.O.PARAPET WALL
52'-9 1/4"

T.O.ROOF
49'-5 1/2"

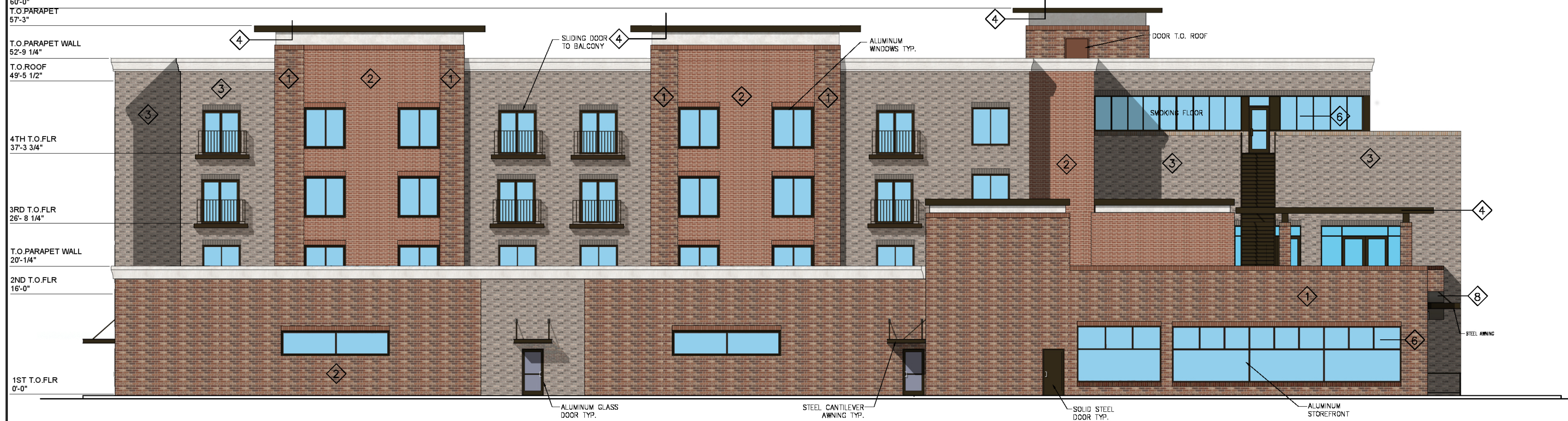
4TH T.O.FLR
37'-3 3/4"

3RD T.O.FLR
26'- 8 1/4"

T.O.PARAPET WALL
20'-1/4"

2ND T.O.FLR
16'-0"

1ST T.O.FLR
0'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

NEW RESTAURANT, RETAIL SPACE AND 51 RM BOUTIQUE HOTEL FOR:

MAIN STREET PIER, LLC

SE CORNER OF TWENTY MILE RD & STAGE RUN RD
PARKER, CO 80134.

ASSOCIATED
P.O. BOX 33034
DENVER, COLORADO 80233

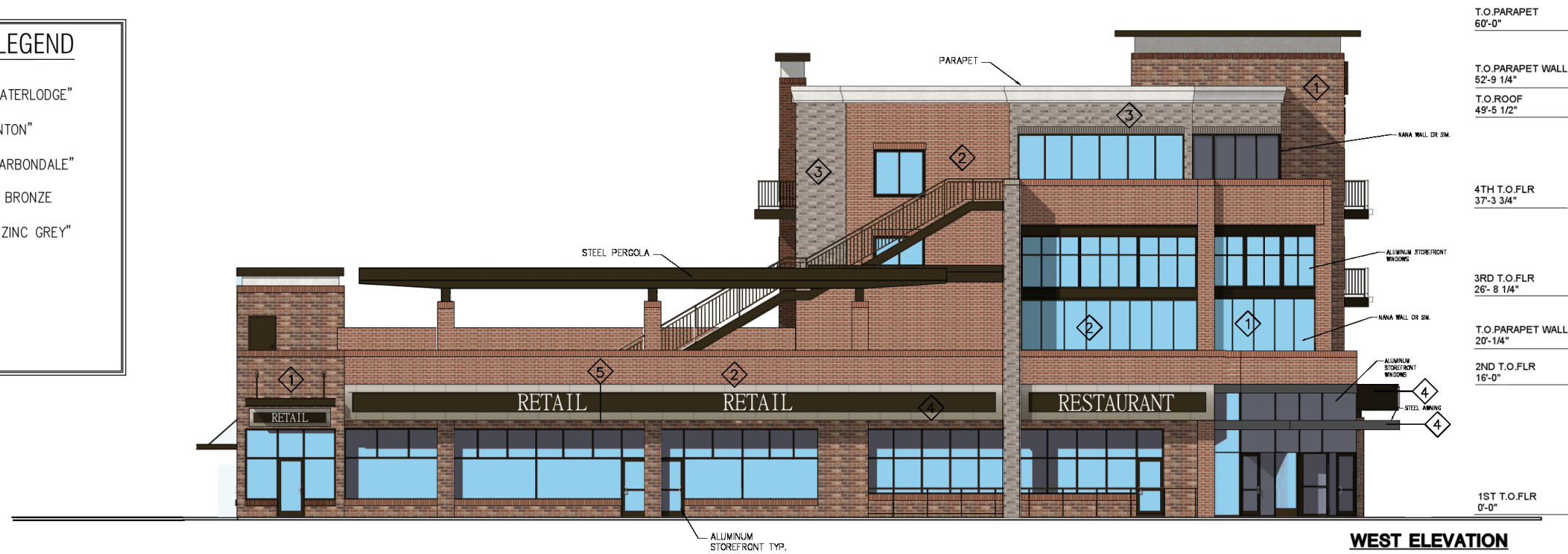
ARCHITECTS
PHONE: (303) 641-5353
FAX: (303) 641-5018
EMAIL: AA@ASSOCIATEDARCHITECTS.NET

REVISIONS	
DATE:	09/29/17
DRAWN:	PP/LW
PROJECT NO.:	16001
TITLE:	ELEVATIONS
DWG FILE:	16001-ELEVATIONS
SHEET NO.:	

A3.2

EXTERIOR ELEVATIONS LEGEND

- 1 GENERAL SHALE "OLD WATERLODGE"
- 2 GENERAL SHALE "BARRINTON"
- 3 GENERAL SHALE "OLD CARBONDALE"
- 4 METAL SALES CO. DARK BRONZE
- 5 METAL SALES CO. "OLD ZINC GREY"
- 6 TMS LIGHTING "FORTE"
- 7 BEGAS-US "BOOM 1218"
- 8 BEGAS-US "6641"



NEW RESTAURANT, RETAIL SPACE AND 51 RM BOUTIQUE HOTEL FOR:

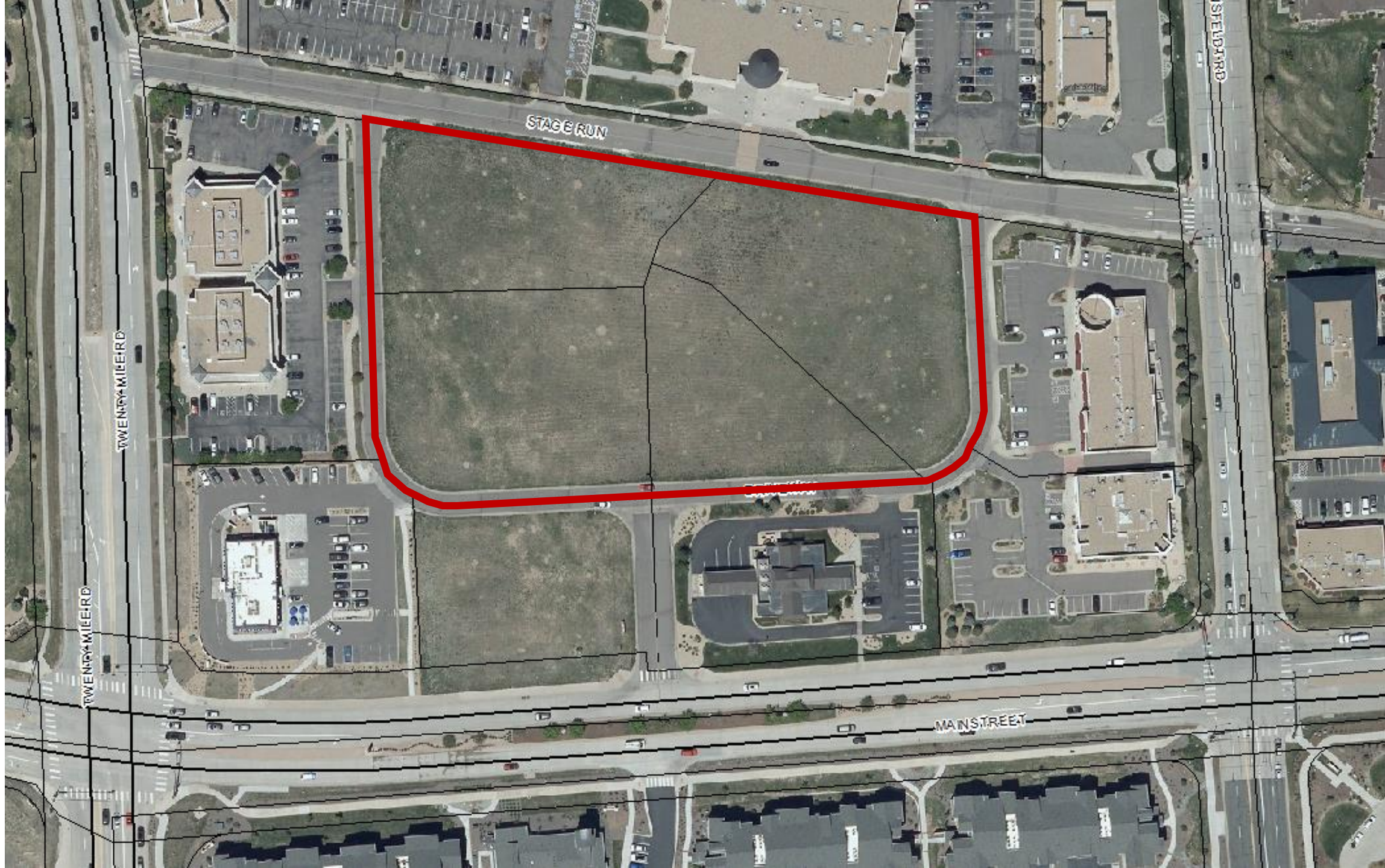
MAIN STREET PIER, LLC.
SE CORNER OF TWENTY MILE RD & STAGE RUN RD
PARKER, CO 80134.

ASSOCIATED ARCHITECTS
P.O. BOX 33034
DENVER, COLORADO 80233
PHONE: (303) 641-5353
FAX: (303) 641-5018
EMAIL: AA@ASSOCIATEDARCHITECTS.NET

REVISIONS
DATE: 09/18/17
DRAWN: PROJECT NO.:
PP/LW 16001
TITLE:

DWG FILE:
SHEET NO.:
A3.1







Request for Town Council Action

Date: May 7, 2018

Submitted By: Mary Lou Brown, Finance Director
Rhonda Willey, Accounting Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.507.2 – 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

EXECUTIVE SUMMARY

The purpose of this budget revision is to reduce budgeted 2018 expenditures and revenues based on the reduction of sales tax revenue in the General Fund.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The purpose of this budget revision is to reduce the 2018 budget appropriation for expenditures and revenues due to the decrease in projected sales tax revenue. The total revision also includes a transfer from the Information Technology Fund (IT Fund) to the funds that it services to reduce the accumulated fund balance in the IT fund.

The revision also includes a correction of Ordinance 1.507.1. It included a transfer from the IT Fund that was miscalculated and the budgeted transfer will be reversed to reflect the accurate reduction of the fund balance.

The summary and detail list of items can be found in Exhibit A attached to the budget Ordinance.

FINANCIAL IMPACT

The total impact of this budget revision is as follows:

General Fund reduce expenditures by \$2,101,891 and reduce revenue by \$2,076,048 for a net revision of a \$25,843 reduction.

Cultural Fund reduce expenditures and revenue by \$228.00.

Recreation Fund reduce expenditures by \$4,222 and increase revenue by \$74,820 for a net decrease of \$79,042.

Stormwater Fund reduce expenditures by \$11,585 and increase revenue by \$10,360 for a net decrease of \$21,945.

Fleet Services Fund reduce expenditures by \$120,000 and decrease revenue by \$225,283 for a net increase of \$105,283.

Information Technology Fund increase expenditures by \$719,425.

Facility Services Fund decrease expenditure by \$8,779 and decrease revenue by \$4,000 for a net decrease of \$4,779.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.507.2

RECOMMENDED MOTION

I move to approve Ordinance No 1.507.2 on second reading.

ORDINANCE NO. 1.507.2, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2018 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

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

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

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

Section 1. The 2018 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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

Town of Parker

2018 Revised Budget

April 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 17,377,112
Revenue		55,924,284
Revenue revision	<u>(3,118,548)</u>	<u>(3,118,548)</u>
Total revised revenue		52,805,736
Total available		<u>70,182,848</u>
Expenditures		57,758,840
Supplemental appropriation	<u>(2,101,891)</u>	<u>(2,101,891)</u>
Total expenditure revision		<u>(2,101,891)</u>
Total revised expenditures		<u>55,656,949</u>
Ending fund balance		<u><u>\$ 14,525,899</u></u>
<u>Cultural Fund</u>		
Beginning fund balance		\$ 1,085,196
Revenue		5,859,963
Revenue revision	<u>(44,728)</u>	<u>(44,728)</u>
Total revised revenue		<u>5,815,235</u>
Total available		<u>6,900,431</u>
Expenditures		6,420,808
Supplemental appropriation	<u>(228)</u>	<u>(228)</u>
Total expenditure revisions		<u>(228)</u>
Total revised expenditures		<u>6,420,580</u>
Ending fund balance		<u><u>\$ 479,851</u></u>

Town of Parker

2018 Revised Budget

April 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Recreation Fund</u>		
Beginning fund balance		\$ 2,001,448
Revenue		8,278,600
Revenue revision	(55,180)	(55,180)
Total revised revenue		<u>8,223,420</u>
Total available		<u>10,224,868</u>
Expenditures		9,007,135
Supplemental appropriation	(4,222)	(4,222)
Total expenditure revisions		<u>(4,222)</u>
Total revised expenditures		<u>9,002,913</u>
Ending fund balance		<u><u>\$ 1,221,955</u></u>
<u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 4,378,130
Revenue		3,751,000
Revenue revision	(7,640)	(7,640)
Total revised revenue		<u>3,743,360</u>
Total available		<u>8,121,490</u>
Expenditures		4,080,927
Supplemental appropriation	(11,585)	(11,585)
Total expenditure revisions		<u>(11,585)</u>
Total revised expenditures		<u>4,069,342</u>
Ending fund balance		<u><u>\$ 4,052,148</u></u>

Town of Parker

2018 Revised Budget

April 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ 281,259
Revenue		2,549,400
Revenue revision	(240,283)	(240,283)
Total revised revenue		2,309,117
Total available		2,590,376
Expenditures		2,419,216
Supplemental appropriation	(120,000)	(120,000)
Total expenditure revisions		(120,000)
Total revised expenditures		2,299,216
Ending fund balance		\$ 291,160
<u>Information Technology Fund</u>		
Beginning fund balance		\$ 2,060,074
Revenue		4,149,002
Revenue revision	-	-
Total revised revenue		4,149,002
Total available		6,209,076
Expenditures		5,114,587
Supplemental appropriation	(530,575)	(530,575)
Total expenditure revisions		(530,575)
Total revised expenditures		4,584,012
Ending fund balance		\$ 1,625,064

Town of Parker

2018 Revised Budget

April 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Facility Services Fund</u>		
Beginning fund balance		\$ 42,789
Revenue		991,800
Revenue revision	<u>(4,000)</u>	<u>(4,000)</u>
Total revised revenue		<u>987,800</u>
Total available		<u>1,030,589</u>
Expenditures		990,700
Supplemental appropriation	(8,779)	
Total expenditure revisions		<u>(8,779)</u>
Total revised expenditures		<u>981,921</u>
Ending fund balance		<u><u>\$ 48,668</u></u>

Town of Parker
Summary of Revisions to 2018 Budget
4/16/2018

Exhibit A

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ (2,101,891)	\$ (2,076,048)	\$ (25,843)
Cultural Fund	(228)	(228)	-
Recreation Fund	(4,222)	74,820	(79,042)
Stormwater Fund	(11,585)	10,360	(21,945)
Fleet Services Fund	(120,000)	(225,283)	105,283
Information Technology Fund	719,425	-	719,425
Facility Services Fund	(8,779)	(4,000)	(4,779)
Total all funds	\$ (1,527,280)	\$ (2,220,379)	\$ 693,099

Reverse Ordinance 1.507.1 Technology Management Transfer

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ -	\$ (1,042,500)	\$ 1,042,500
Cultural Fund	-	(44,500)	44,500
Recreation Fund	-	(130,000)	130,000
Stormwater Fund	-	(18,000)	18,000
Fleet Services Fund	-	(15,000)	15,000
Information Technology Fund	(1,250,000)	-	(1,250,000)
Total all funds	\$ (1,250,000)	\$ (1,250,000)	\$ -

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

4/16/2018

Expenditures**General Fund**

Remove two Court Part time positions salary and taxes	(73,500)
Addition of one full time - Municipal Court Clerk - salary and benefits	64,000
Salary savings for vacancies held open for partial year	(249,039)
Supplies accounts to reflect 2017 spending and other miscellaneous cuts	(115,750)
Professional services reduced to reflect 2017 spending	(98,110)
Reduce professional services for Parks maintenance	(87,000)
Reduced spending on Town branding efforts	(43,250)
Delay Public Works projects - bridge repair, concrete repair, street resurfacing	(400,000)
Reduce professional services for Traffic Services department	(24,600)
Reduce Police liability insurance budget to actual	(5,000)
Snow removal supplies and services - reduction reflects warm dry start to 2018	(70,000)
Reduce Land Development Code update to reflect contract	(75,000)
Reduce Police records management software and AV equipment upgrade budgets to reflect contracts	(135,000)
Delay Economic Development strategic plan and reduced scope for retail study	(60,000)
Reuction to Small Business Assistance program	(15,000)
Reduce holiday lighting and décor	(15,800)
Eliminate shade structurrs at Discovery Park	(30,000)
Master Plans	
Eliminate Facility Master Plan	(99,000)
Eliminate 2018 spending on Downtown Parking Plan	(25,000)
Land Use Analysis delayed	(25,000)
Transportation Master Plan implementation delayed	(37,000)
Eliminate police administration vehicle purchase	(35,000)
Reduced transfer to Fleet Fund	(213,802)
Reduced transfer to Facilities Fund	(3,200)
Reduce transfer to Cultural Fund	(230,840)

Total General Fund expenditure supplemental revision

(2,101,891)**Cultural Fund**

Reduced transfer to Fleet Fund	(28)
Reduce transfer to Facilities internal service fund	(200)

Total Cultural Fund expenditure supplemental revision

(228)

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

4/16/2018

Recreation Fund

Reduced transfer to Fleet Fund (3,622)

Reduce transfer to Facilities internal service fund (600)

Total Recreation Fund expenditure supplemental revision **(4,222)****Stormwater Utility Fund**

Reduced transfer to Fleet Fund (11,585)

Total Stormwater Utility Fund expenditure supplemental revision **(11,585)****Technology Services Fund**

Transfer to various funds 719,425

Total Technology Services Fund expenditure supplemental revision **719,425****Fleet Service Fund**

Repair and maintenance reduction (20,000)

Fleet replacement reduction to reflect contracted purchase prices (100,000)

Total Fleet Services Fund expenditure supplemental revision **(120,000)****Facility Service Fund**

Reduction in supplies (3,900)

Reduced transfer to Fleet Fund (4,879)

Total Facility Services Fund expenditure supplemental revision **(8,779)**

Total expenditure supplemental revision **(1,527,280)**

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

4/16/2018

Revenues**General Fund**

Sales Tax Revenue reduction	(2,689,398)
Event Sponsorship	13,350
Transfer from Technology Management Fund	600,000

<i>Total General Fund revenue supplemental revision</i>	<u>(2,076,048)</u>
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Cultural Fund

Ticket Revenue budget correction	205,000
Transfer from Technology Management Fund	25,612
Reduced transfer from General Fund	(230,840)

<i>Total Cultural Fund revenue supplemental revision</i>	<u>(228)</u>
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Recreation Fund

Transfer from Technology Management Fund	74,820
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<i>Total Recreation Fund revenue supplemental revision</i>	<u>74,820</u>
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Stormwater Utility Fund

Transfer from Technology Management Fund	10,360
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<i>Total Stormwater Utility Fund revenue supplemental revision</i>	<u>10,360</u>
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Fleet Service Fund

Transfer from Technology Management Fund	8,633
Reduction in transfer from Cultural Fund	(28)
Reduction in transfer from Recreation Fund	(3,622)
Reduction in transfer from Stormwater Fund	(11,585)
Reduction in transfer from Facilities Fund	(4,879)
Reduction in transfer from General Fund	(213,802)

<i>Total Fleet Services Fund revenue supplemental revision</i>	<u>(225,283)</u>
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Town of Parker

Exhibit A

Detail of Supplemental Revisions to 2018 Budget

4/16/2018

Facility Service Fund

Reduction in transfer from General Fund	(3,200)
Reduction in transfer from Cultural Fund	(200)
Reduction in transfer from Recreation Fund	(600)

<i>Total Facility Services Fund revenue supplemental revision</i>	(4,000)
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<i>Total revenue supplemental revision</i>	(2,220,379)
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Town of Parker
Detail of Reversal of Ordinance 1.507.1 Technology Management
4/16/2018

Exhibit A

Expenditures

General Fund

Technology Services Fund

Transfer to various funds - reverse Ordinance 1.507.1 transfer (1,250,000)

Total Technology Services Fund expenditure supplemental revision **(1,250,000)**

Revenues

General Fund

Transfer from Technology Management Fund - reverse Ordinance 1.507.1 transfer (1,042,500)

Total General Fund revenue supplemental revision **(1,042,500)**

Cultural Fund

Transfer from Technology Management Fund - reverse Ordinance 1.507.1 transfer (44,500)

Total Cultural Fund revenue supplemental revision **(44,500)**

Recreation Fund

Transfer from Technology Management Fund - reverse Ordinance 1.507.1 transfer (130,000)

Total Recreation Fund revenue supplemental revision **(130,000)**

Stormwater Utility Fund

Transfer from Technology Management Fund - reverse Ordinance 1.507.1 transfer (18,000)

Total Stormwater Utility Fund revenue supplemental revision **(18,000)**

Fleet Service Fund

Transfer from Technology Management Fund - reverse Ordinance 1.507.1 transfer (15,000)

Total Fleet Services Fund revenue supplemental revision **(15,000)**

Total revenue supplemental revision **(1,250,000)**



Request for Town Council Action

Date: May 7, 2018

Submitted By: Mary Munekata, Associate Planner
Dennis Trapp, Projects Administrator
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **HARVIE PROPERTY - Annexation, Zoning and Exemption Plat**

Applicant:	Town of Parker
Location:	Generally located north of Mainstreet at Canterbury 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**

EXECUTIVE SUMMARY

The applicant, the Town of Parker, proposes to annex, zone and plat 71.45 acres of land known as the Ray J. Harvie Open Space (Harvie property) that is currently located in unincorporated Douglas County but located within the Town's Urban Growth Area. The subject property is generally located immediately north of the Mainstreet and Canterbury Parkway intersection and is owned by the Town.

The proposed Open Space (OS) zoning would allow for future development of limited outdoor recreational uses and preserve the property in its undeveloped state as required by conservation easement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Harvie Open Space property is located on the east side of Parker immediately north of the intersection of Mainstreet and Canterbury Parkway. The property was acquired by the Town from Douglas County at their request in late 2016. The Town intends to annex, zone and plat the property as one (1) lot and preserve it as open space. Future recreational use will be limited and largely passive in nature.

Vehicular access to the Harvie Open Space will be from the intersection of Mainstreet and Canterbury Parkway into a soft surface parking lot. Pedestrian access will be provided by sidewalks along Mainstreet and soft surface trails within the site. The final design of improvements and circulation will be determined in connection with a future site plan application.

The subject property is located within the Town's Urban Growth Area and meets the statutory requirements for annexation including but not limited to contiguity.

The proposed OS 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 also meets the requirements as defined in the Land Development Ordinance.

Planning Commission is scheduled to hear the zoning application on April 26, 2018.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ATTACHMENTS

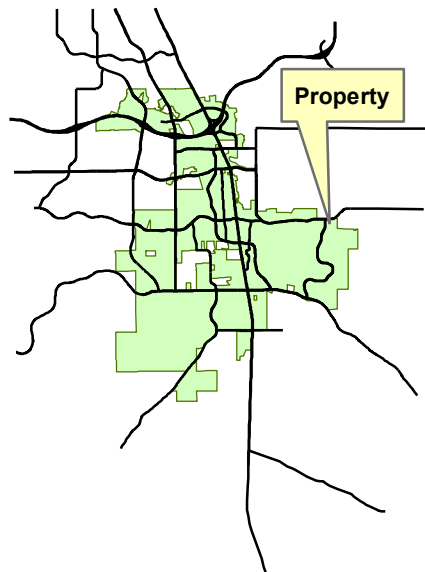
1. Vicinity Map
2. Resolution No. 18-038
3. Ordinance No. 2.260
4. Annexation Map
5. Ordinance No. 3.334
6. Zoning Map
7. Resolution No. 18-039
8. Exemption Plat

RECOMMENDED MOTION

- (1) I move to approve Resolution No. 18-038.
- (2) I move to approve Ordinance No. 2.260 on second reading.
- (3) I move to approve Ordinance No. 3.334 on second reading.
- (4) I move to approve Resolution No. 18-039.

Harvie Open Space Annexation & Rezoning

Annexation and Rezoning Case
No.ANX17-003 & Z17-017



Legend

- Site
- Roads

Narrative:
Proposed Annexation and Rezoning of approximatley 71.45 acres for open space and future passive recreational uses.

Planner: Mary Munekata
Hearing Schedules:
Planning Commission:
April 12, 2018

Town Council:
April 16, 2018 (1st Reading)
May 7, 2018 (2nd Reading)



RESOLUTION NO. 18-038, Series of 2018

TITLE: A RESOLUTION TO ESTABLISH THE FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE ELIGIBILITY OF THE TOWN HARVIE OPEN SPACE PROPERTY FOR ANNEXATION

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

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

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

Section 2. The property is solely owned by the Town of Parker, and the area is eligible for annexation, as set forth in C.R.S. §§ 31-12-104(1)(a) and 31-12-105.

Section 3. No election is required pursuant to C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 4. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 5. The entire width of any street or alley to be annexed is included within the annexation.

Section 6. The property described in the attached Exhibit A is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of C.R.S. § 31-12-106, as amended.

Section 7. An ordinance annexing that property described in attached Exhibit A to the Town of Parker shall be considered by this Town Council pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER SOUTH 89°14'29" EAST, A DISTANCE OF 2,585.51 FEET TO AN EXISTING FENCE LINE ON THE WESTERLY SIDE OF POPE ROAD;

THENCE SOUTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING (12) COURSES:

1. SOUTH 09°27'07" WEST, A DISTANCE OF 21.10 FEET;
2. SOUTH 03°29'43" WEST, A DISTANCE OF 99.37 FEET;
3. SOUTH 05°34'46" WEST, A DISTANCE OF 105.18 FEET;
4. SOUTH 08°44'32" WEST, A DISTANCE OF 62.52 FEET;
5. SOUTH 12°39'26" WEST, A DISTANCE OF 15.09 FEET;
6. SOUTH 17°05'43" WEST, A DISTANCE OF 117.46 FEET;
7. SOUTH 20°20'39" WEST, A DISTANCE OF 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;
8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'08", AN ARC LENGTH OF 71.57 FEET;
9. TANGENT TO SAID CURVE SOUTH 36°44'47" WEST, A DISTANCE OF 595.55 FEET;
10. SOUTH 43°42'09" WEST, A DISTANCE OF 198.89 FEET;
11. NORTH 48°34'31" WEST, A DISTANCE OF 19.32 FEET;
12. SOUTH 39°02'05" WEST, A DISTANCE OF 208.01 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED IN BOOK 1422 AT PAGE 526 IN SAID RECORDS.

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°01'13" WEST, A DISTANCE OF 12.64 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED AT RECEPTION NO. 2003021410 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°02'54" WEST, A DISTANCE OF 1802.41 FEET TO THE WESTERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE ALONG SAID WESTERLY LINE NORTH 00°13'24" WEST, A DISTANCE OF 25.67 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 24;

THENCE ALONG THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER NORTH 00°13'38" WEST, A DISTANCE OF 1352.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.260, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE TOWN HARVIE OPEN SPACE PROPERTY

WHEREAS, the property described in attached **Exhibit A**, being in the County of Douglas, State of Colorado, is owned solely by the Town of Parker and is not solely a public street or right-of-way;

WHEREAS, the Town Council of the Town of Parker, Colorado, as required by law, determined the eligibility for annexation of that property described in attached Exhibit A; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the eligibility for annexation of that property described in attached Exhibit A, and concerning the conformance of the proposed annexation to the applicable law in the annexation policy of the Town of Parker, Colorado.

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of that property described in attached Exhibit A, 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 said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, all lands within the area to be annexed shall become subject to the Municipal Laws of the State of Colorado pertaining to towns and to all ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. Considering all of the foregoing, and based on the conviction that annexation of this property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the territory to be annexed, the unincorporated territory described in Exhibit A, which is attached hereto and made a part hereof, is hereby annexed to the Town of Parker, Colorado.

Section 4. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 6. 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 7. This Annexation shall become effective within ten (10) days of the publication date of this Ordinance, 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 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

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER SOUTH 89°14'29" EAST, A DISTANCE OF 2,585.51 FEET TO AN EXISTING FENCE LINE ON THE WESTERLY SIDE OF POPE ROAD;

THENCE SOUTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING (12) COURSES:

1. SOUTH 09°27'07" WEST, A DISTANCE OF 21.10 FEET;
2. SOUTH 03°29'43" WEST, A DISTANCE OF 99.37 FEET;
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7. SOUTH 20°20'39" WEST, A DISTANCE OF 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;
8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'08", AN ARC LENGTH OF 71.57 FEET;
9. TANGENT TO SAID CURVE SOUTH 36°44'47" WEST, A DISTANCE OF 595.55 FEET;
10. SOUTH 43°42'09" WEST, A DISTANCE OF 198.89 FEET;
11. NORTH 48°34'31" WEST, A DISTANCE OF 19.32 FEET;
12. SOUTH 39°02'05" WEST, A DISTANCE OF 208.01 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED IN BOOK 1422 AT PAGE 526 IN SAID RECORDS.

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°01'13" WEST, A DISTANCE OF 12.64 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED AT RECEPTION NO. 2003021410 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°02'54" WEST, A DISTANCE OF 1802.41 FEET TO THE WESTERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE ALONG SAID WESTERLY LINE NORTH 00°13'24" WEST, A DISTANCE OF 25.67 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 24;

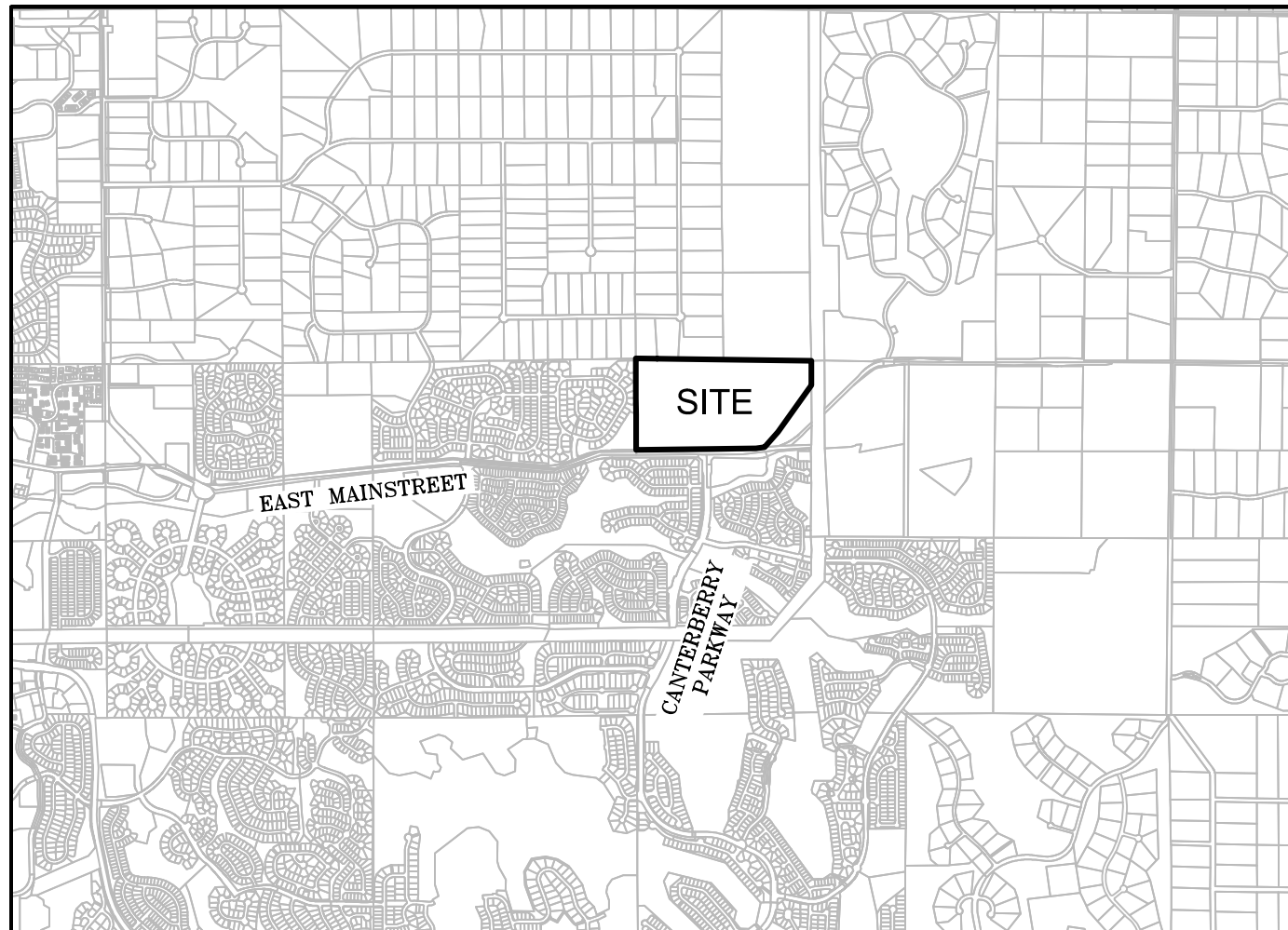
THENCE ALONG THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER NORTH 00°13'38" WEST, A DISTANCE OF 1352.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

RAY J. HARVIE ANNEXATION MAP

TO THE TOWN OF PARKER

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE: 1" = 2000

LEGAL DESCRIPTION

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER SOUTH 89°14'29" EAST, A DISTANCE OF 2,585.51 FEET TO AN EXISTING FENCE LINE ON THE WESTERLY SIDE OF POPE ROAD

THENCE SOUTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING (12) COURSES

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7. SOUTH 20°20'39" WEST, A DISTANCE OF 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE
CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;
8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'08", AN ARC
LENGTH OF 71.57 FEET;
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11. NORTH 48°34'31" WEST, A DISTANCE OF 19.32 FEET;
12. SOUTH 39°02'05" WEST, A DISTANCE OF 208.01 FEET TO THE NORTHERLY LINE OF EAST
MAINSTREET RECORDED IN BOOK 1422 AT PAGE 526 IN SAID RECORDS.

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°01'13" WEST, A DISTANCE OF 12.64 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED AT RECEPTION NO. 2003021410 IN SAID RECORDS

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°02'54" WEST, A DISTANCE OF 1802.41 FEET TO THE WESTERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE ALONG SAID WESTERLY LINE NORTH 00°13'24" WEST, A DISTANCE OF 25.67 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 24;

THENCE ALONG THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER NORTH 00°13'38" WEST, A DISTANCE OF 1352.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

NOTES

1. BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE N¹/₂ OF THE NE 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON, AND BEARING NORTH 00°13'38" WEST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
2. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
3. THIS ANNEXATION MAP HAS BEEN PREPARED FROM RECORD INFORMATION AND DOES NOT REPRESENT A MONUMENTED LAND SURVEY.
4. 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.

OWNER

TOWN OF PARKER
20120 EAST MAINSTREET
PARKER, CO 80138

CONTIGUITY

TOTAL PERIMETER = 7364.08'
CONTIGUOUS PERIMETER = 3193.37' (43%)
1/6 PERIMETER = 1227.35'
TOTAL AREA = 71.459 ACRES±

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 PARCEL OF LAND TO BE ANNEXED TO THE TOWN OF PARKER, COLORADO; AND THAT AT LEAST ONE SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO.



DEAN E. CATES
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR No. 2256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

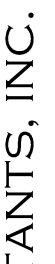
CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ 20____ A.D., AT _____ A.M./P.M. AND WAS RECORDED AT _____

RECEPTION NO. _____

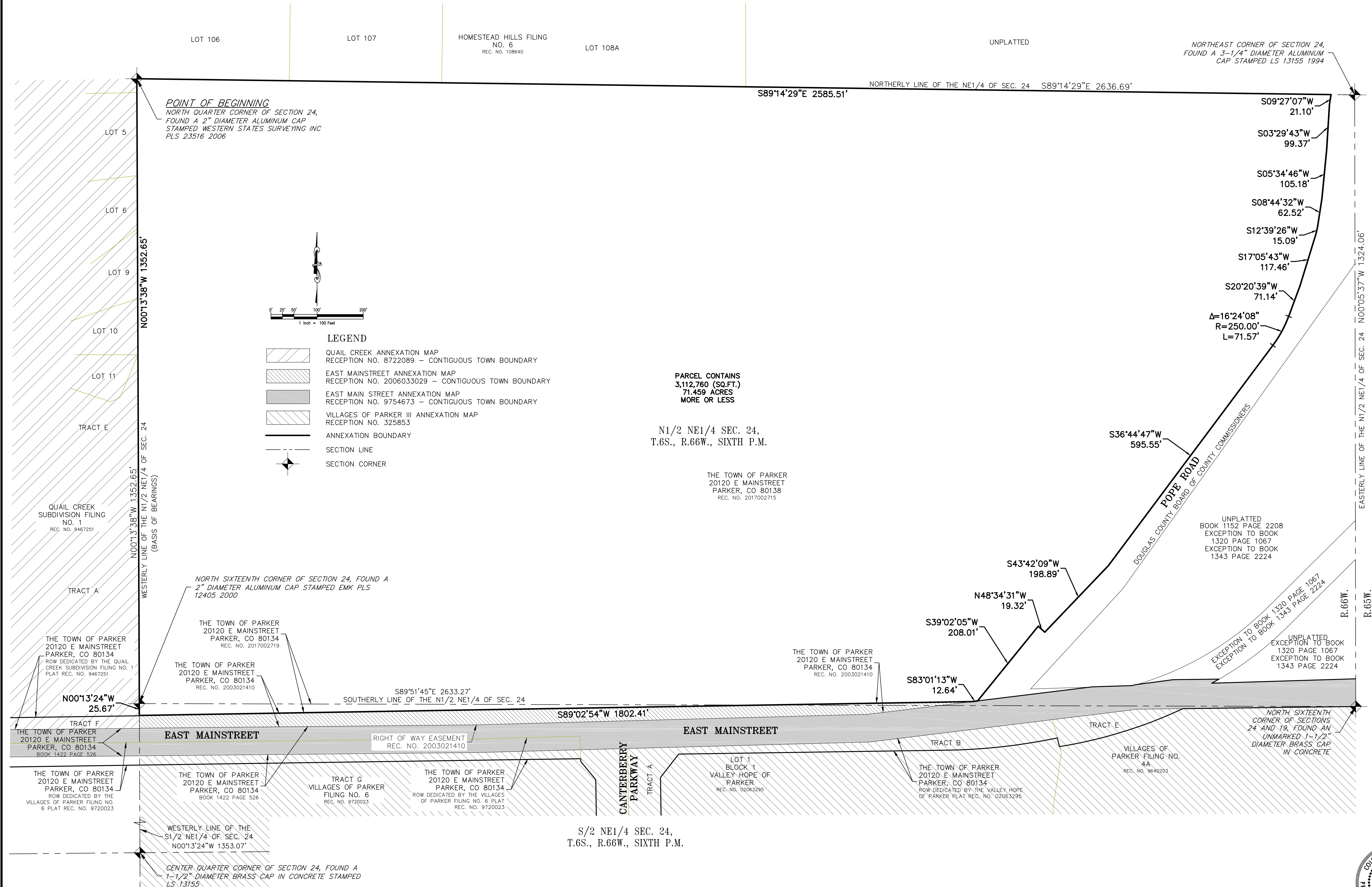
COUNTY CLERK AND RECORDER

HARVIE ANNEXATION MAP TOWN OF PARKER DOUGLAS COUNTY, COLORADO		 AZTEC CONSULTANTS, INC.		300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com			
SHEET 1		PREPARED FOR THE TOWN OF PARKER 20120 EAST MAINSTREET, PARKER, CO 80138					
OF 2 SHEETS		24917-03 JOB NO.					

RAY J. HARVIE ANNEXATION MAP

TO THE TOWN OF PARKER

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO



SCALE
1"=100'

DATE
DEC 04/03/2017

REVISION DESCRIPTION

10/04/12

DEC

BY

DATE

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

AZTEC
CONSULTANTS, INC.

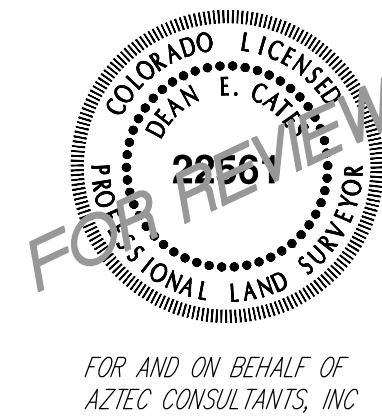
HARVIE ANNEXATION MAP
TOWN OF PARKER
DOUGLAS COUNTY, COLORADO

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

SHEET
2

OF 2 SHEETS

24917-03
JOB NO.



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

ORDINANCE NO. 3.334, Series of 2018

TITLE: 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

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit A** within the Town of Parker, Colorado, as OS-Open Space District pursuant to the Town of Parker Land Development Ordinance.

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

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

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

e. The requirements of Section 13.04.240 of the Parker Municipal Code have been satisfied.

Section 2. The Property is hereby zoned OS-Open Space District as provided in the Town of Parker Land Development Ordinance.

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

Section 6. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 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

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER SOUTH 89°14'29" EAST, A DISTANCE OF 2,585.51 FEET TO AN EXISTING FENCE LINE ON THE WESTERLY SIDE OF POPE ROAD;

THENCE SOUTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING (12) COURSES:

1. SOUTH 09°27'07" WEST, A DISTANCE OF 21.10 FEET;
2. SOUTH 03°29'43" WEST, A DISTANCE OF 99.37 FEET;
3. SOUTH 05°34'46" WEST, A DISTANCE OF 105.18 FEET;
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6. SOUTH 17°05'43" WEST, A DISTANCE OF 117.46 FEET;
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8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'08", AN ARC LENGTH OF 71.57 FEET;
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11. NORTH 48°34'31" WEST, A DISTANCE OF 19.32 FEET;
12. SOUTH 39°02'05" WEST, A DISTANCE OF 208.01 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED IN BOOK 1422 AT PAGE 526 IN SAID RECORDS.

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°01'13" WEST, A DISTANCE OF 12.64 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED AT RECEPTION NO. 2003021410 IN SAID RECORDS;

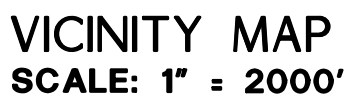
THENCE ALONG SAID NORTHERLY LINE SOUTH 89°02'54" WEST, A DISTANCE OF 1802.41 FEET TO THE WESTERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE ALONG SAID WESTERLY LINE NORTH 00°13'24" WEST, A DISTANCE OF 25.67 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 24;

THENCE ALONG THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER NORTH 00°13'38" WEST, A DISTANCE OF 1352.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO
71.459 ACRES



CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

ATTEST: TOWN CLERK

COUNTY CLERK AND RECORDER

HARVIE ZONING MAP TOWN OF PARKER DOUGLAS COUNTY, COLORADO PREPARED FOR THE TOWN OF PARKER 20120 EAST MAINSTREET, PARKER, CO 80138		AZTEC CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		10/09/17 DEC REVISED PER COMMENTS		SCALE NA	
OF	2	SHEETS	24917-03	JOB NO.	DATE	DEC	JUTM
						DATE	DATE
						BY	REVISION DESCRIPTION

RAY J. HARVIE ZONING MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING ZONING:
UNINCORPORATED
DOUGLAS COUNTY RR

EXISTING ZONING:
OS- OPEN SPACE
CONSERVATION

PROPOSED ZONING:
OS - OPEN SPACE

PARCEL CONTAINS
3,112,760 (SQ.FT.)
71.459 ACRES
MORE OR LESS

N1/2 NE1/4 SEC. 24,
T.6S., R.66W., SIXTH P.M.

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80138
REC. NO. 2017002715

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
REC. NO. 2003021410

EXISTING ZONING: VILLAGES OF
PARKER PLANNED DEVELOPMENT

S/2 NE1/4 SEC. 24,
T.6S., R.66W., SIXTH P.M.

EXISTING ZONING:
QUAIL CREEK
PLANNED
DEVELOPMENT

QUAIL CREEK
SUBDIVISION FILING
NO. 1
REC. NO. 9467251

TRACT A

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
ROW DEDICATED BY THE QUAIL
CREEK SUBDIVISION FILING NO. 1
PLAT REC. NO. 9467251

N00°13'24"W
25.67'

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
ROW DEDICATED BY THE
VILLAGES OF PARKER FILING NO.
6 PLAT REC. NO. 9720023

EAST MAINSTREET

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
BOOK 1422 PAGE 526

WESTERLY LINE OF THE
S1/2 NE1/4 OF SEC. 24
N00°13'24"W 1353.07'

CENTER QUARTER CORNER OF SECTION 24, FOUND A
1-1/2" DIAMETER BRASS CAP IN CONCRETE STAMPED
LS 13155

TRACT G
VILLAGES OF PARKER
FILING NO. 6
REC. NO. 9720023

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
ROW DEDICATED BY THE VILLAGES
OF PARKER FILING NO. 6 PLAT
REC. NO. 9720023

CANTERBERRY
PARKWAY

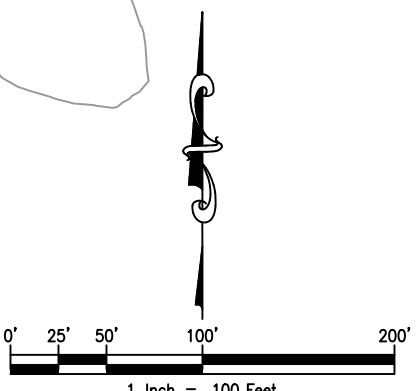
LOT 1
BLOCK 1
VALLEY HOPE OF
PARKER
REC. NO. 02063295

THE TOWN OF PARKER
20120 E MAINSTREET
PARKER, CO 80134
ROW DEDICATED BY THE VALLEY HOPE
OF PARKER PLAT REC. NO. 02063295

VILLAGES OF
PARKER FILING NO.
4A
REC. NO. 9640203

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

NORTHEAST CORNER OF SECTION 24,
FOUND A 3-1/4" DIAMETER ALUMINUM
CAP STAMPED LS 13155 1994



POINT OF BEGINNING
NORTH QUARTER CORNER OF SECTION 24,
FOUND A 2" DIAMETER ALUMINUM CAP
STAMPED WESTERN STATES SURVEYING INC
PLS 23516 2006

Δ=16°24'08"
R=250.00'
L=71.57'

UNPLATTED
BOOK 1152 PAGE 2208
EXCEPTION TO BOOK
1320 PAGE 1067
EXCEPTION TO BOOK
1343 PAGE 2224

EXISTING
ZONING:
UNINCORPORATED
DOUGLAS
COUNTY A1

NORTH SIXTEENTH
CORNER OF SECTIONS
24 AND 19, FOUND AN
UNMARKED 1-1/2"
DIAMETER BRASS CAP
IN CONCRETE

SCALE
1"=100'

REVISED PER COMMENTS

10/09/17 DEC

BY

DATE

REVISION DESCRIPTION

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

AZTEC
CONSULTANTS, INC.

HARVIE ZONING MAP
TOWN OF PARKER
DOUGLAS COUNTY, COLORADO

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

SHEET
2

OF 2 SHEETS

24917-03
JOB NO.

RESOLUTION NO. 18-039, Series of 2017

TITLE: 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

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

WHEREAS, the Town owns certain real property located within the Town and commonly known as the Town Harvie Open Space Property, which property is more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the Town desires to plat the Property as one (1) lot, which is described in **Exhibit B**, which is attached hereto and incorporated by this reference.

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

Section 1. The Town Council hereby exempts the plat of the land that results from creating a legal lot of record for real property described in Exhibit A from the definition of the terms "subdivision" and "subdivided land" as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the Subdivision Exemption Plat for the Town Harvie Open Space, Subdivision Exemption Plat, which is attached as Exhibit B (the "Subdivision Exemption Plat").

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

RESOLVED AND PASSED this ____ day of _____, 2017.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

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2. SOUTH 03°29'43" WEST, A DISTANCE OF 99.37 FEET;
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CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

EXHIBIT B

RAY J. HARVIE SUBDIVISION FILING NO. 1

SUBDIVISION EXEMPTION PLAT
A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
71.459 ACRES - 1 NON-RESIDENTIAL LOT
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

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CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF RAY J. HARVIE SUBDIVISION FILING NO. 1, SUBDIVISION EXEMPTION PLAT. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE, ABSOLUTE, FOR PUBLIC USES AND PURPOSES: DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SIGHT DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LOT(S) ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

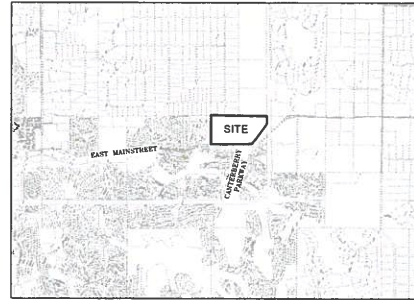
ACKNOWLEDGEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT CREATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

TOWN OF PARKER

MAYOR, TOWN OF PARKER

ATTEST:
TOWN CLERK



VICINITY MAP
SCALE: 1" = 2000'

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20____, FOR FILING THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, CUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST:
TOWN CLERK

GENERAL NOTES

1) HERITAGE TITLE COMPANY COMMITMENT NO. 451--H0470177--265--044, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2017 AT 7:00 A.M. WAS RELED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.

2) THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE N1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON, AND BEARING NORTH 00°12'38" WEST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.

3) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR DOUGLAS COUNTY, COLORADO AND INCORPORATED AREAS, PANEL 88 OF 495, MAP NUMBER 08035C0080F, EFFECTIVE DATE SEPTEMBER 30, 2005, AND PANEL 89 OF 495, MAP NUMBER 08035C0080F, EFFECTIVE DATE SEPTEMBER 30, 2005, THIS PARCEL IS LOCATED WITHIN "OTHER AREAS, ZONE X" DESCRIBED IN THE LEGENDS OF ABOVE MENTIONED MAPS AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

4) DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

5) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMBATS A CLASS TWO (2) MONUMENTOR PURSUANT TO STATE STATUTE 18-4-508 CRS.

6) NOTICE: 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. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

7) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.

TITLE VERIFICATION

I/WE, HERITAGE TITLE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN HERITAGE TITLE COMPANY COMMITMENT NO. 451--H0470177--265--044, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2017 AT 7:00 A.M.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO } SS

COUNTY OF _____

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2018, BY _____

AS _____ OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 3, 2017 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER) AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 2018.

DEAN E. CATES, PLS. NO. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

PLANNING COMMISSION CERTIFICATE

RAY J. HARVIE SUBDIVISION FILING NO. 1 WAS REVIEWED BY THE PLANNING COMMISSION ON _____, 20____.

PLANNING DIRECTOR:
ON BEHALF OF THE PLANNING COMMISSION

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. _____

DOUGLAS COUNTY CLERK AND RECORDER



Aztec Proj. No: 24907-03

DEVELOPER

THE TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

DATE OF PREPARATION	03/30/18
SCALE	N/A
SHEET 1 OF 2	

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
71.459 ACRES - 1 NON-RESIDENTIAL LOT
SHEET 2 OF 2



RAY J. HARVIE SUBDIVISION FILING NO. 1

SUBDIVISION EXEMPTION PLAT

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

71.459 ACRES – 1 NON-RESIDENTIAL LOT
SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND RECORDED AT RECEPTION NO. 2017002715 AND RECEPTION NO. 2017002719 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDERS OFFICE. LYING WITHIN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, ADDITIONALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 24;

THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER SOUTH 89°14'29" EAST, A DISTANCE OF 2,585.51 FEET TO AN EXISTING FENCE LINE ON THE WESTERLY SIDE OF POPE ROAD;

THENCE SOUTHWESTERLY ALONG SAID EXISTING FENCE LINE THE FOLLOWING (12) COURSES:

1. SOUTH 09°27'07" WEST, A DISTANCE OF 21.10 FEET;
2. SOUTH 03°29'43" WEST, A DISTANCE OF 99.37 FEET;
3. SOUTH 05°34'46" WEST, A DISTANCE OF 105.18 FEET;
4. SOUTH 08°44'32" WEST, A DISTANCE OF 62.52 FEET;
5. SOUTH 12°39'26" WEST, A DISTANCE OF 15.09 FEET;
6. SOUTH 17°05'43" WEST, A DISTANCE OF 117.46 FEET;
7. SOUTH 20°20'39" WEST, A DISTANCE OF 71.14 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 250.00 FEET;
8. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'08", AN ARC LENGTH OF 71.57 FEET;
9. TANGENT TO SAID CURVE SOUTH 36°44'47" WEST, A DISTANCE OF 595.55 FEET;
10. SOUTH 43°42'09" WEST, A DISTANCE OF 198.89 FEET;
11. NORTH 48°34'31" WEST, A DISTANCE OF 19.32 FEET;
12. SOUTH 39°02'05" WEST, A DISTANCE OF 208.01 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED IN BOOK 1422 AT PAGE 526 IN SAID RECORDS.

THENCE ALONG SAID NORTHERLY LINE SOUTH 83°01'13" WEST, A DISTANCE OF 12.64 FEET TO THE NORTHERLY LINE OF EAST MAINSTREET RECORDED AT RECEPTION NO. 2003021410 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY LINE SOUTH 89°02'34" WEST, A DISTANCE OF 1802.41 FEET TO THE WESTERLY LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 24;

THENCE ALONG SAID WESTERLY LINE NORTH 00°13'24" WEST, A DISTANCE OF 25.67 FEET TO THE NORTH SIXTEENTH CORNER OF SECTION 24;

THENCE ALONG THE WESTERLY LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER NORTH 00°13'38" WEST, A DISTANCE OF 1352.65 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 71.459 ACRES, (3,112,760 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS, TRACTS, BLOCKS, STREETS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **RAY J. HARVIE SUBDIVISION FILING NO. 1, SUBDIVISION EXEMPTION PLAT**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

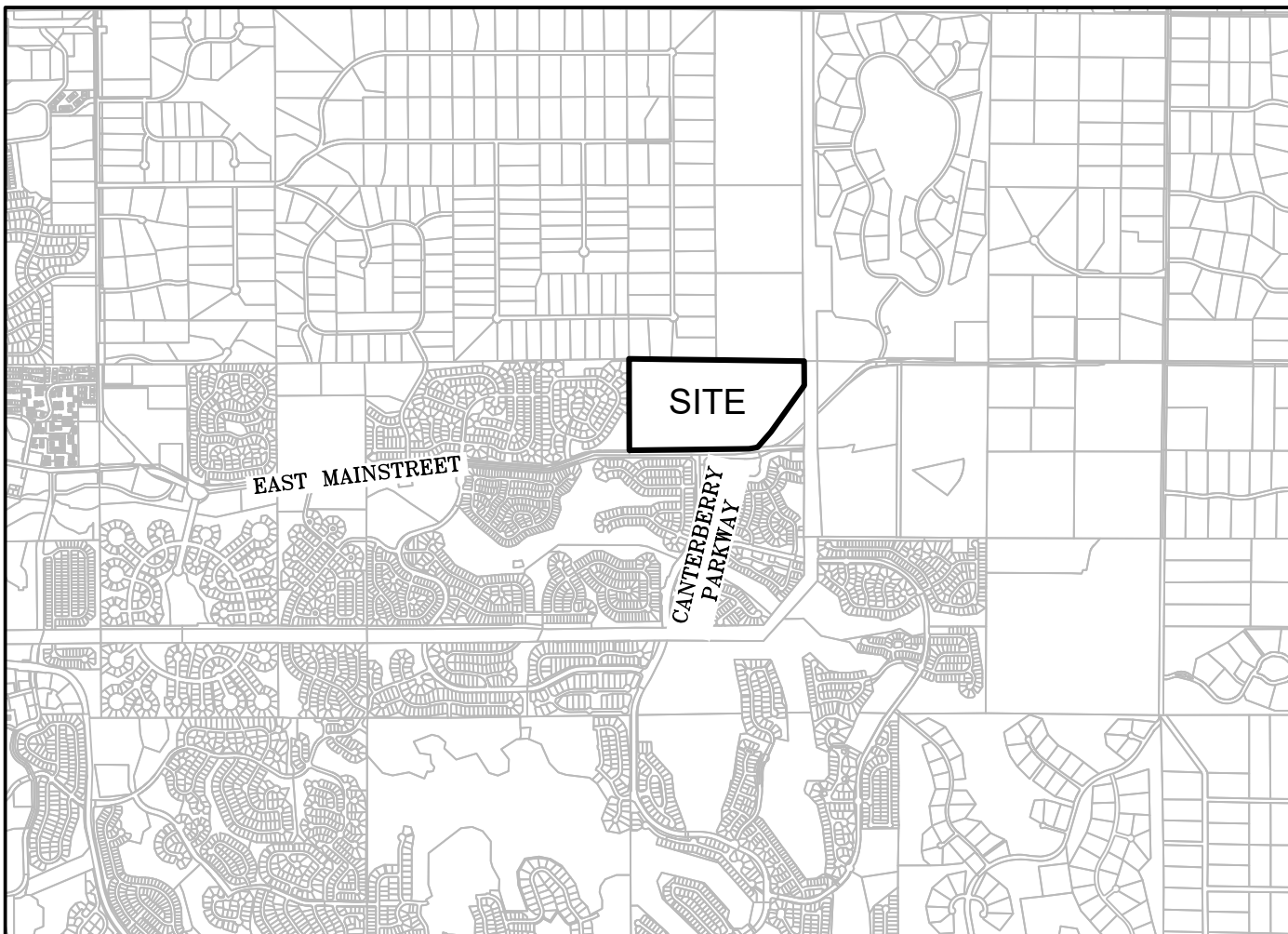
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TOWN OF PARKER

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK



VICINITY MAP
SCALE: 1" = 2000'

TOWN COUNCIL CERTIFICATE

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE ____ DAY OF _____, 20____, FOR FILING. THE DEDICATIONS ARE HEREBY ACCEPTED.

ALL EXPENSES INCURRED WITH RESPECT TO IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, CURBS, GUTTER, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE TOWN SHALL ONLY ACCEPT MAINTENANCE OF THE ROADWAY IMPROVEMENTS AFTER CONSTRUCTION HAS BEEN COMPLETED, AND AFTER THE WARRANTY PERIOD, IN ACCORDANCE WITH TOWN REGULATIONS.

THIS ACCEPTANCE DOES NOT GUARANTEE THAT THE SOIL CONDITIONS, SUBSURFACE GEOLOGY, GROUNDWATER CONDITIONS OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT WILL BE ISSUED.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

GENERAL NOTES

- 1) HERITAGE TITLE COMPANY COMMITMENT NO. 451-H0470177-265-044, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2017 AT 7:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
- 2) THE BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE N1/2 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON, AND BEARING NORTH 00°13'38" WEST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- 3) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR DOUGLAS COUNTY, COLORADO AND INCORPORATED AREAS, PANEL 88 OF 495, MAP NUMBER 08035C0088F, EFFECTIVE DATE SEPTEMBER 30, 2005, AND PANEL 89 OF 495, MAP NUMBER 08035C0089F, EFFECTIVE DATE SEPTEMBER 30, 2005, THIS PARCEL IS LOCATED WITHIN "OTHER AREAS, ZONE X", DESCRIBED IN THE LEGENDS OF ABOVE MENTIONED MAPS AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- 4) DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
- 5) ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
- 6) NOTICE: 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. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
- 7) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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.

TITLE VERIFICATION

I/WE, HERITAGE TITLE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN HERITAGE TITLE COMPANY COMMITMENT NO. 451-H0470177-265-044, AMENDMENT NO. 1 WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2017 AT 7:00 A.M.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)

COUNTY OF _____)SS

ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2018, BY _____

AS _____, OF _____

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, DEAN E. CATES, A DULY LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON APRIL 3, 2017 BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER) AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS WITHIN MY CONTROL OF THE TOWN SUBDIVISION REGULATIONS.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2018.

DEAN E. CATES, PLS NO. 22561
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

PLANNING COMMISSION CERTIFICATE

RAY J. HARVIE SUBDIVISION FILING NO. 1 WAS REVIEWED BY THE PLANNING COMMISSION ON

_____, 20_____.

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)

)SS

COUNTY OF DOUGLAS)

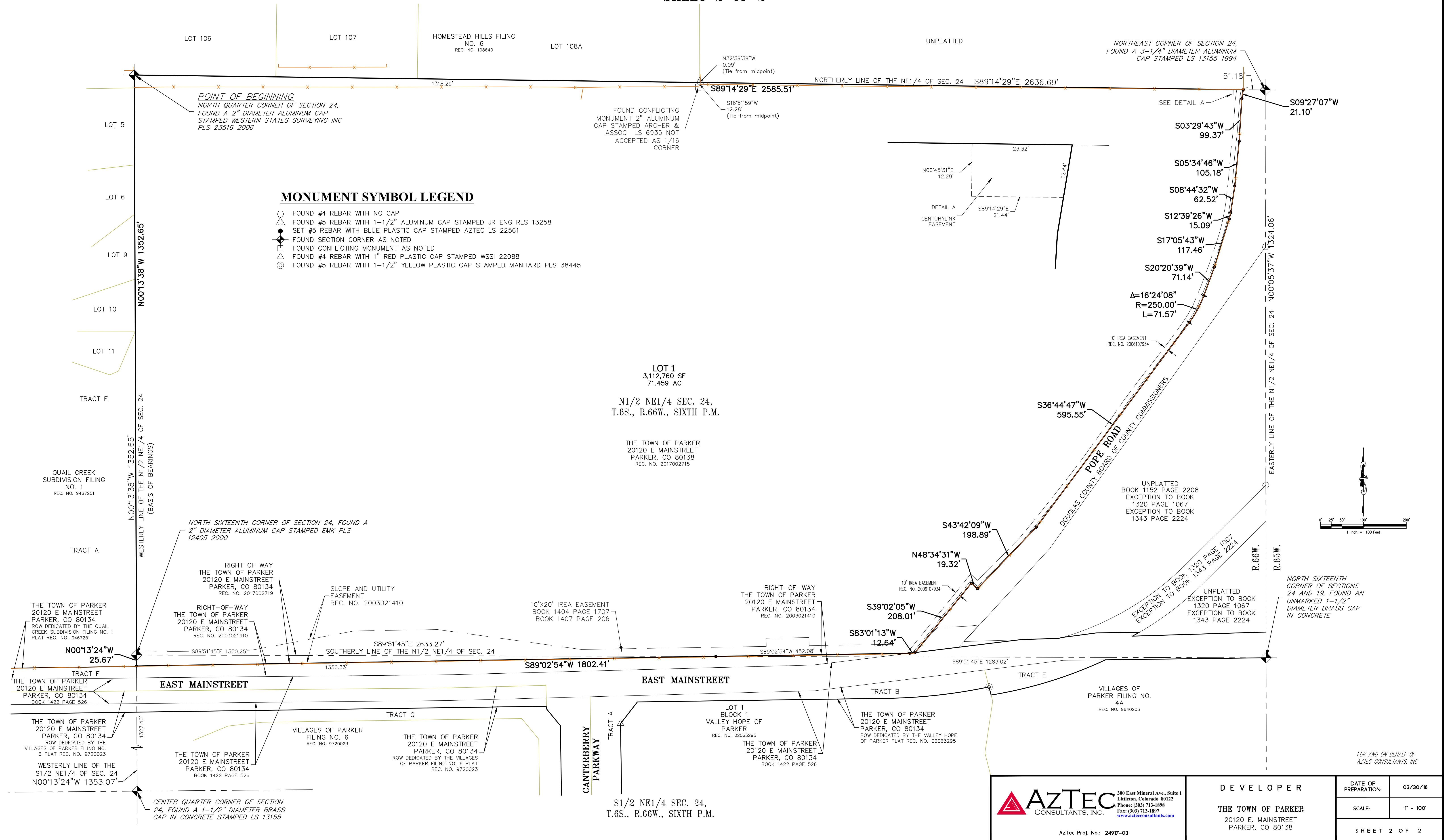
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF _____, 2018, A.D.,

AT _____ A.M./P.M. AND WAS RECORDED AT RECEPTION NO. _____.

DOUGLAS COUNTY CLERK AND RECORDER

 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com AzTec Proj. No.: 24917-03	DEVELOPER		DATE OF PREPARATION:	03/30/18
	THE TOWN OF PARKER		SCALE:	N/A
	20120 E. MAINSTREET PARKER, CO 80138		SHEET 1 OF 2	

SUBDIVISION EXEMPTION PLAT
A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
71.459 ACRES - 1 NON-RESIDENTIAL LOT
SHEET 2 OF 2





Request for Town Council Action

Date: May 7, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **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

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 is being 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 PWSD 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.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.273

RECOMMENDED MOTION

I move to continue second reading to May 21, 2018.

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



Request for Town Council Action

Date: May 7, 2018

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **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**

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 is being 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.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 9.273

RECOMMENDED MOTION

I move to continue second reading to May 21, 2018.

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 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
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

**COTTONWOOD WATER AND SANITATION
DISTRICT**

_____, District Manager

ATTEST:

[Please print name/title]



Request for Town Council Action

Date: May 7, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.511 - 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**

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to convey an easement to Parker Water and Sanitation District (PWSD) 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.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lot 2A, Twenty Mile Industrial Park Filing No. 2, 1st Amendment, is located at the southeast corner of Plaza Drive and Twenty Mile Road, west of the Fieldhouse. On March 19, 2018, the Town Council approved a Site Plan and Development Agreement permitting the Parker Tennis Club to be constructed on this property. This property is the subject of a lease agreement under which the Town will retain ownership of the property, thus the Town must grant any easements on the property necessary for the project.

The approved construction plans for the project include the extension of a watermain on the site from Championship Drive to serve the building and an on-site fire hydrant. In accordance with PWSD requirements, a 30-foot-wide easement is proposed to be dedicated over this waterline and an associated hydrant to allow the District to maintain the waterline if necessary. The

developer of the Parker Tennis facility will be responsible for the construction of all infrastructure, and has provided financial security to PWSD for this work.

FINANCIAL IMPACT

The waterline and associated items will be constructed and financed by the Parker Tennis developer at no cost to the Town.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

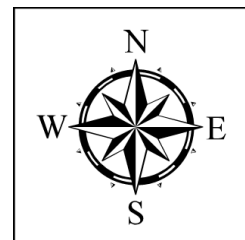
1. Vicinity Map
2. Ordinance 1.511

RECOMMENDED MOTION

I move to approve Ordinance No. 1.511 on second reading.



Parker Water and
Sanitation District
Easement Conveyance
Vicinity Map



ORDINANCE NO. 1.511, Series of 2018

TITLE: 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

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Lot 2A, Twenty Mile Industrial Park Subdivision Filing No. 2, 1st Amendment; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Lot 2A, Twenty Mile Industrial Park Subdivision Filing No. 2, 1st Amendment, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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

WATER PIPELINE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2018, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install water pipeline in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for good and valuable consideration to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water pipeline.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water pipeline, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water pipeline.

4. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water pipeline or otherwise relating to the Grantee's use of the Easement Property.

5. Miscellaneous.

(A) Except as otherwise expressly provided for 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 parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

Town of Parker, Colorado

ATTEST:

[illegible]

My commission expires: _____

ATTEST:

Notary Public

My commission expires: _____

Notary Public

EXHIBIT "A"

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND LOCATED OVER, UNDER AND ACROSS A PORTION OF LOT 2A, TWENTY MILE INDUSTRIAL PARK SUBDIVISION FILING NO. 2 1ST AMENDMENT AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON MAY 5, 2010, AT RECEPTION NO. 2010027433, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING AN EAST LINE OF SAID LOT 2A TO BEAR NORTH 00°32'29" WEST, A DISTANCE OF 242.27 FEET, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2A;
THENCE ALONG SAID EAST LINE, NORTH 00°32'29" WEST, A DISTANCE OF 186.68 FEET, TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE, NORTH 90°00'00" WEST, A DISTANCE OF 198.84 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.30 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 19.30 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 178.19 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING PARKER WATER AND SANITATION DISTRICT EASEMENT AS DESCRIBED IN THE RECORDS OF DOUGLAS COUNTY ON MAY 23, 2006, AT RECEPTION NO. 2006043117;
THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:
11.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 265.00 FEET, AN INCLUDED ANGLE OF 02°28'59", AND SUBTENDED BY A CHORD BEARING SOUTH 00°42'54" WEST, A DISTANCE OF 11.48 FEET;
THENCE SOUTH 00°31'36" EAST, A DISTANCE OF 29.83 FEET;
THENCE DEPARTING SAID WESTERLY LINE, NORTH 90°00'00" WEST, A DISTANCE OF 10.42 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 11.31 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 4.07 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,897 SQ. FT. OR 0.16 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.
JOB NUMBER: 17-70,620
DRAWN BY: E. PRESCOTT
DATE: DECEMBER 7, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.



FSI JOB NO. 17-70,620

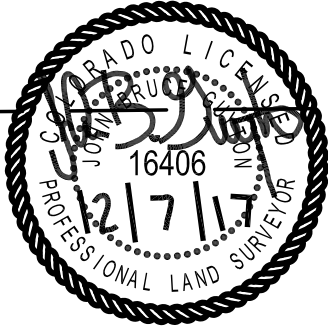
Flatirons, Inc.
Surveying, Engineering & Geomatics

655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT "A"

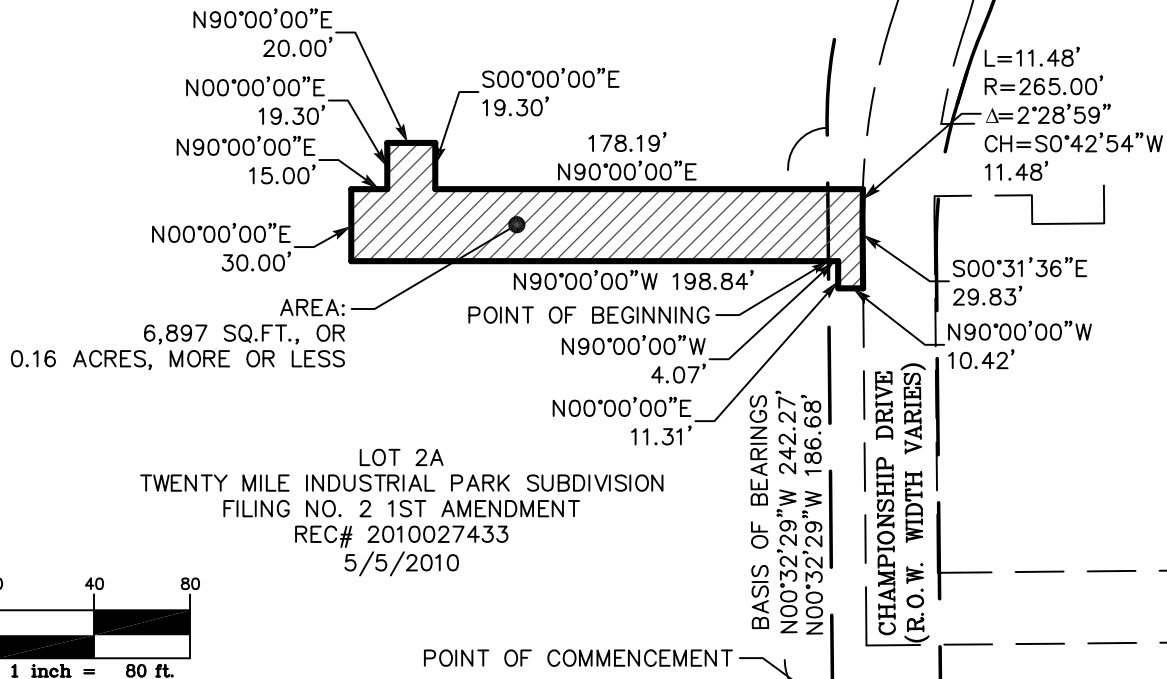
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH,
RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 2



PLAZA DRIVE
(60' R.O.W.)

WATER EASEMENT TO PARKER WATER
AND SANITATION DISTRICT
REC. NO. 2006043117
MAY 23, 2006



LOT 1A, BLOCK 1
TWENTY MILE INDUSTRIAL PARK
SUBDIVISION FILING NO. 3 1ST
AMENDMENT
REC# 2011077780
12/9/2011

LOT 1B, BLOCK 1
TWENTY MILE INDUSTRIAL
PARK SUBDIVISION FILING
NO. 3 1ST AMENDMENT
REC# 2011077780
12/9/2011

JOB NUMBER: 17-70,620
DRAWN BY: E. PRESCOTT
DATE: DECEMBER 7, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS
NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD
INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355

www.FlatironsInc.com



Request for Town Council Action

Date: May 7, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.512 - 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**

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to convey an easement to Parker Water and Sanitation District (PWSD) 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 this area.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Cielo is a residential development proposed in unincorporated Douglas County, located directly south of the Town boundary, east of Crowfoot Valley Road and west of Cherry Creek. This development is proposed to be provided with water and sewer service by PWSD, and to do so the developer must construct a water main from the intersection of Stroh Road and J Morgan Boulevard to their site. The proposed alignment for this water main crosses several properties, including two Town-owned parcels located south of the Reata West development and between Cherry Creek and Parker Road.

In May 2017, the Town Council approved a request for an easement to be dedicated to PWSD for this project across one of these parcels, located south of Kinney Creek. At that time, Tract D was owned by the developer of the Reata West property, and the Cielo developer was engaged in negotiations with this owner to obtain a similar easement across the parcel.

However, before that easement could be finalized, development within Reata West triggered an annexation condition that required the parcel to be dedicated to the Town as open space.

With the parcel now under Town ownership, the Cielo developer is requesting that a 30-foot-wide easement be dedicated across the property to allow the construction of this waterline. The Engineering Department has reviewed and approved the proposed alignment for this waterline, which has been shifted east through Tract D to avoid conflicts with the future bridge associated with the J Morgan Boulevard extension. The section of the waterline under Kinney Creek will be bored underground, minimizing the disturbance within the open space and drainageway.

This line will provide water service to any future development on Town property south of Kinney Creek. The developer is required to construct a 12" waterline to serve their development, but has agreed to construct the portion from Stroh Road through the Town property as a 16" line to accommodate the needs of any future use on the Town property.

The developer is required to obtain the necessary grading and right-of-way permits for this work, and is required to restore all areas disturbed with this work. The developer will also be required to finalize all necessary development approvals from Douglas County, PWSD, and the Town prior to commencing this work.

FINANCIAL IMPACT

This waterline is proposed to be constructed at no cost to the Town. In lieu of direct payment for this easement, the developer has agreed to increase the size of the waterline through the Town property to accommodate any future use proposed on the property. Granting this easement and allowing construction of the waterline will also save the Town the considerable cost of running a waterline to this property.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance 1.512
2. Vicinity Map
3. Easement Location Exhibit

RECOMMENDED MOTION

I move to approve Ordinance No. 1.512 on second reading.

ORDINANCE NO. 1.512, Series of 2018

TITLE: 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

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District for Tract D, Reata West Filing No. 1; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the subject Easement Agreement.

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

Section 1. The Town Council of the Town of Parker hereby approves the Water Pipeline Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District for Tract D, Reata West Filing No. 1, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement 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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2018, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

WHEREAS, Grantee desires to install a water main in certain real property owned by Grantor and situate in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the "Easement Property"); and

WHEREAS, Grantor is willing to grant an easement to Grantee in the Easement Property for the aforesaid purposes, subject to the terms and provisions hereof.

NOW, THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to Grantor by Grantee, and for the additional consideration of the performance by the parties of the terms and conditions hereof, the receipt and adequacy of which are hereby acknowledged, Grantor does hereby grant to Grantee, and Grantee accepts from Grantor, the following Easement as hereinbelow set forth:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the water main required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the water main.
2. 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. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

(B) In all activities undertaken on property belonging to Grantor, Grantee and/or its employees, agents, contractors, subcontractors, successors, assigns, lessees and/or licensees shall conduct and construct all work in a good and workmanlike manner; and

(C) 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. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water main shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

3. Grantor's Right of Relocation. In the event that the construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of the water main, then Grantor shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of the water main.

4. Grantor's Covenants. Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant within or allow to grow into the Easement Property any trees, bushes or other planted material that would interfere with the Grantee's use of the Easement Property, and that it shall not construct any buildings or other improvements within, over or upon the Easement Property without the prior written permission of the Grantee.

5. Indemnification of Grantor by Grantee. Grantee agrees, and hereby does, to the extent permitted by law, indemnify and hold harmless Grantor, any directors, officers employees and agents of Grantor, and any successors or assigns of Grantor, from any costs, expenses, damages, claims or demands incurred or asserted against Grantor as a result of or arising out of the activities of Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the water main or otherwise relating to the Grantee's use of the Easement Property.

6. Miscellaneous.

(A) Except as otherwise expressly provided for 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 parties, their heirs, successors and assigns.

(B) This Easement constitutes the entire agreement between the parties.

(C) This Easement shall be of no force and effect until the same is duly and validly executed by each of the parties hereto.

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

Town of Parker, Colorado

ATTEST:

Parker Water & Sanitation District

ATTEST:

By: _____
Maleia Good

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Mike Waid, Mayor of the Town of Parker, Colorado.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

EXHIBIT "A"

30' WATERLINE EASEMENT

A PORTION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, ALSO BEING A PORTION OF TRACT D, REATA WEST FILING NO. 1 AS RECORDED UNDER RECEPTION NO. 2005095115 IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE NORTH QUARTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "1986 PLS 29761" AND AT THE CENTER CORNER BY A FOUND 3-1/4" ALUMINUM CAP ON A 2-3/8" IRON PIPE STAMPED "1988 PLS 23053", ASSUMED TO BEAR S0°23'07"E, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

COMMENCING AT SAID NORTH QUARTER CORNER;

THENCE S02°36'55"E, A DISTANCE OF 1028.43 FEET TO THE NORTHWEST CORNER OF SAID TRACT D, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE NORTH LINE OF SAID TRACT D THE FOLLOWING TWO (2) COURSES:

1. S69°02'30"E, A DISTANCE OF 22.11 FEET;
2. N89°33'58"E, A DISTANCE OF 9.41 FEET;

THENCE DEPARTING SAID NORTH LINE S0°23'11"E, A DISTANCE OF 331.24 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT D;

THENCE ALONG SAID SOUTH LINE S89°04'44"W, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT D;

THENCE ALONG THE WEST LINE OF SAID TRACT D N00°23'11"W, A DISTANCE OF 339.56 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,024 SQUARE FEET OR 0.23 ACRE, MORE OR LESS.



SHAWN D. CLARKE, PLS
COLORADO REG. NO. 38016
FOR AND ON BEHALF OF
ATWELL, LLC

OFFSITE WATERLINE EASEMENT

NE 1/4 SEC. 3
T7S, R66W, 6TH P.M.
DOUGLAS COUNTY
COLORADO

Date: 11/02/17
Drawn: TWK
Checked: SDC
Job No.: 16000498

Sheet
1
of
2



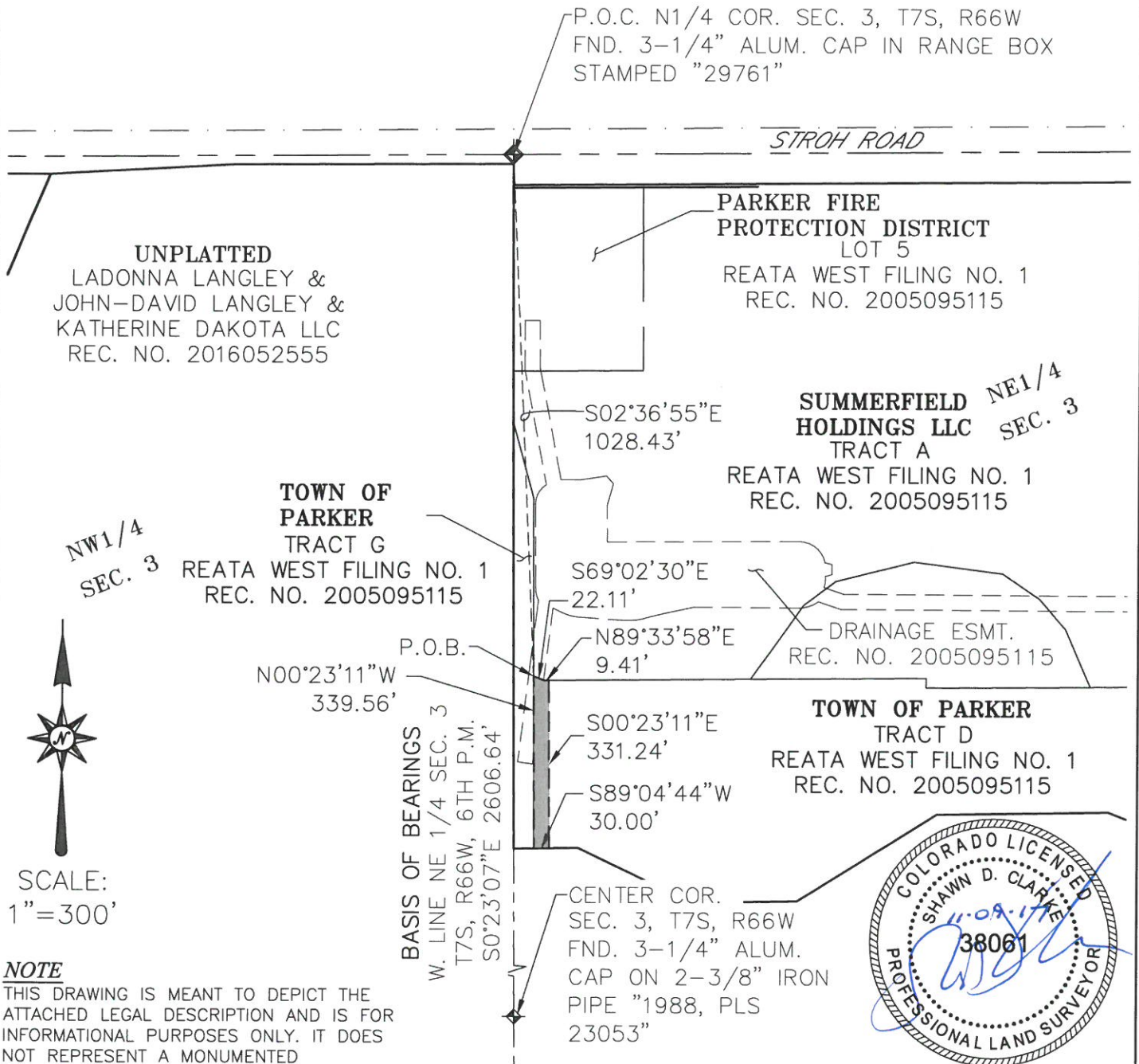
ATWELL

866.850.4200 www.atwell-group.com

143 UNION BOULEVARD, SUITE 700
LAKEWOOD, CO 80228
303.462.1100

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
PART OF THE NE 1/4 OF SECTION 3, T7S, R66W, 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

K:\16000498\DWG\Survey\Offsite Water Line Design Survey\ESMTS\16000498 OFFSITE WATER LINE ESMT-SUMMERFIELD REV 09-14-17.dwg, SUMMERFIELD NORTH



PARCEL CONTAINS 5,269 SQ. FT. OR 0.12 ACRE

OFFSITE WATERLINE EASEMENT

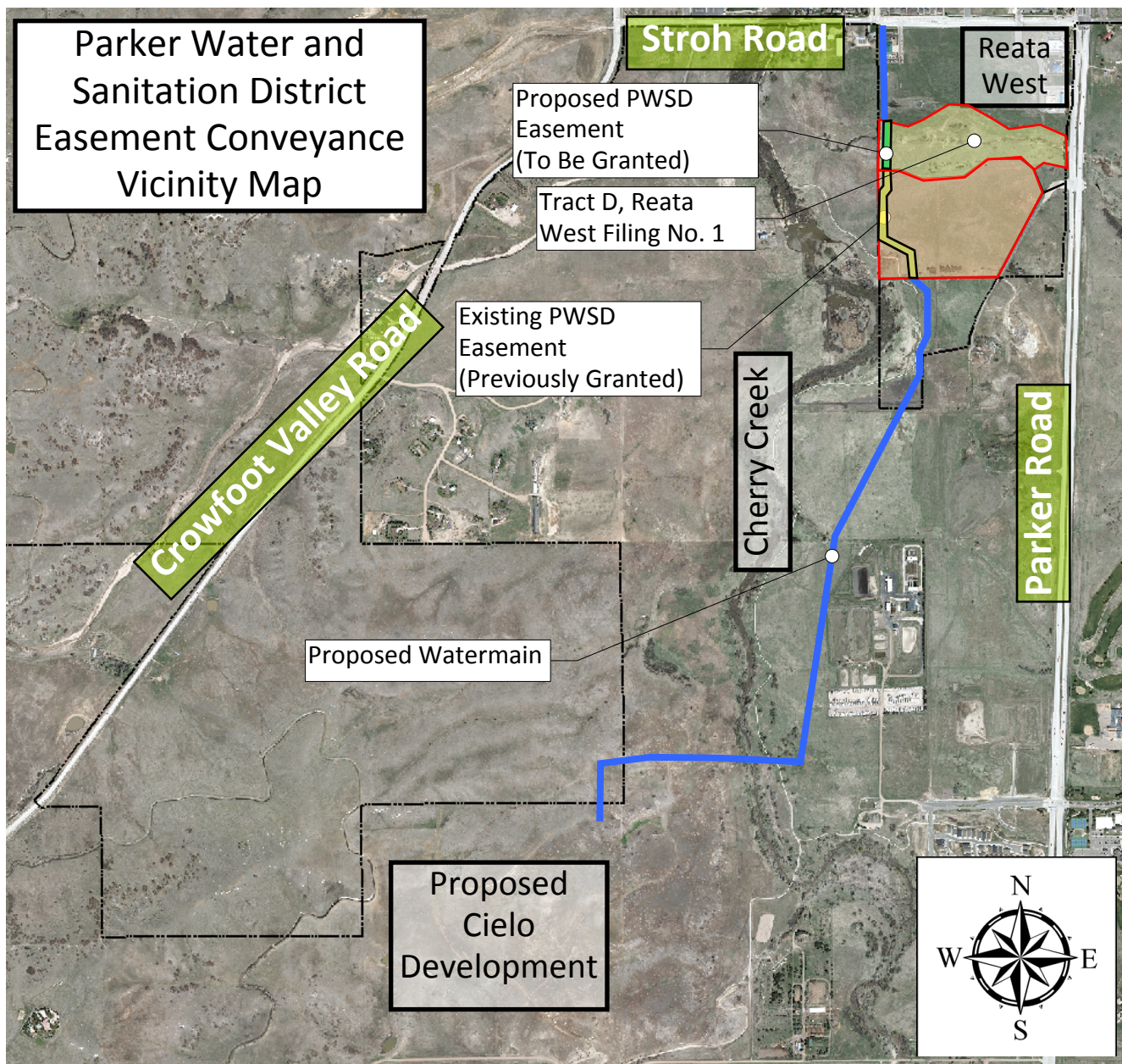
NE 1/4 SEC. 3
 T7S, R66W, 6TH P.M.
 DOUGLAS COUNTY
 COLORADO

Date: 09/14/2017
 Drawn: TWK
 Checked: SDC
 Job No.: 16000498

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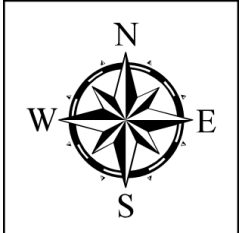


ATWELL
 866.850.4200 www.atwell-group.com
 143 UNION BOULEVARD, SUITE 700
 LAKEWOOD, CO 80228
 303.462.1100





Parker Water and
Sanitation District
Easement Conveyance
Easement Location





Request for Town Council Action

Date: May 7, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.53.7 - 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**

EXECUTIVE SUMMARY

The Engineering Department has prepared a revision to the Town's Roadway Design and Construction Criteria Manual ("Manual"). The main purpose of this revision is to update the Town's criteria for the design of roadway pavement sections, while other minor changes are also included in the proposed revision.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council originally adopted the Manual in 1994, which has since been revised four times, most recently in 2015. The Manual sets minimum standards and criteria for all public roads that are constructed in the Town of Parker.

The most significant change proposed with this revision involves the Town's criteria for the design of roadway pavement sections. This criteria was last updated in 2012, and currently provides the option of constructing either full-depth or composite pavement sections on public roadways. A full-depth pavement section consists of asphalt or concrete pavement above compacted soils, while a composite section includes an additional layer of aggregate base course between the pavement and soil. This proposed criteria revision would require that all public roadways be constructed with a composite pavement section.

This change is proposed with the goal of reducing the Town's long-term maintenance expenses associated with new roadways; composite pavement sections have been shown to exhibit increased longevity and performance when compared to full-depth sections. Roadways constructed with Town capital improvement projects already utilize a composite section, so this change would largely apply to roadways constructed by developers. Under the current criteria, the majority of developers elect to use full-depth sections, as they cost approximately 10% less than composite sections.

It has become increasingly common for public entities to require that roadway pavement sections include an aggregate base layer. Staff has also brought this proposed revision before the Development Liason Committee, which is comprised of local developers who provide the Town with feedback on related issues. The group indicated their understanding of this proposal and did not raise any objection.

Several additional changes, which are minor in nature, are also proposed with this revision. A summary of all proposed changes has been attached this memo. A full copy of the revised Manual is available for review at the Town Clerk's Office and on the Town's eTrakit site within project record DCU17-003.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 4.53.7
2. Summary of Changes

RECOMMENDED MOTION

I move to approve Ordinance No. 4.53.7 on second reading.

ORDINANCE NO. 4.53.7, Series of 2018

TITLE: 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

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

Section 1. Subsection 10.09.010(a) of the Parker Municipal Code is amended to read as follows:

10.09.010 Adoption of standards by reference.

(a) The Town of Parker, Colorado, Roadway Design and Construction Criteria Manual, as revised ~~July, 2015~~ **May 2018** (the "Manual"), and prepared by the Town, is hereby adopted by reference as if set forth herein.

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

Town of Parker
Roadway Design and Construction Criteria Manual
Summary of May 2018 Revision and Technical Addendum

Section Reference	Summary of Change(s)
<u>Overall</u>	
All	✓ Revised references to Public Works Department and Public Works Director to Engineering/Public Works Department and Director of Engineering/Public Works.
<u>Section 2</u>	
2.1.9	✓ Revised wording to reflect recent changes to review timeframes.
2.1.13	✓ Revised references to mylar construction plan sets to reflect electronic Record Sets, and made corresponding revisions to the construction plan approval process.
2.3	✓ Removed reference to mylar construction plans.
<u>Section 3</u>	
3.1	✓ Revised references to mylar construction plan sets to reflect electronic Record Sets, and made corresponding revisions to the construction plan layout.
3.3	✓ Added additional detail to the definition of private improvements.
<u>Section 4</u>	
4.1.2.2	✓ Revised incorrect reference to required right-of-way width for Principal Arterial to match standard section.
4.1.3.4	✓ Increased maximum cul-de-sac length.
Table 4-1	✓ Revised Arterial right-of-way requirements to match other references in the manual.
4.2.1.6	✓ Revised criteria for subdivisions requiring two points of access to match Fire/Life Safety criteria.
4.2.2.1	✓ Increased minimum non-residential driveway width and added criteria for a one-way driveway.
4.2.2.2	✓ Added requirement to provide intersection sight distance along private roads from intersections with public roadways.
Table 4-3	✓ Reduced minimum intersection spacing for non-residential and local roadways to 170 feet. ✓ Clarified the last row under "Roadway Classification" to read "Residential & Non-Residential Locals".
<u>Section 6</u>	
All	✓ Section has been revised to reflect current industry standards. Key points include: ✓ All public roadways will be required to use a composite pavement section including aggregate base under pavement. ✓ A default pavement section has been established for use Residential Local roadways. If specific soil conditions are met onsite, Developers will have the option of using this section without performing a pavement design. ✓ Designs will use AASHTO design procedures for flexible pavements.
<u>Sections 10 and 11</u>	
	✓ Added requirement for a video inspection of new storm sewer construction to be provided as part of acceptance procedure
<u>Appendix A – Standard Details</u>	
Detail #3	✓ Added detail for monolithic curb, gutter, and sidewalk.
Details #5, 6, 7	✓ Revised to require monolithic curb, gutter and sidewalk.
Details #12, 13, 14	✓ Revised details to show the required bike lanes.
Details #12, 13, 14	✓ Added note clarifying that traffic signal easements may be required and intersections.
Detail #15	✓ Added requirement for landing slope, and revised to require cast-in-place detectable warning.
Detail #26	✓ Added note requiring recompaction per Town standards under the limits of patching.
Detail #27	✓ Minor clarifications
Detail #28	✓ Added notes regarding type, location, and size of joints in the cover material.
Detail #33	✓ Revised to use the new Town logo.
New	✓ Added a detail for the Town's standard manhole cover.



Request for Town Council Action

Date: May 7, 2018

Submitted By: Danny Smith, Streets Manager
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.275 - 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

EXECUTIVE SUMMARY

Approval of a five (5) year Intergovernmental Agreement (IGA) between the Town of Parker and Douglas County regarding snow removal in and around the Parker area. The current Intergovernmental Agreement expires on May 1, 2018, and a replacement agreement is needed to formalize the snow removal arrangement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In late-2012, Town staff was approached by Douglas County staff regarding completing an IGA related to snow removal. Due to the current annexation limits of the Town and the networks of roadways, there are several Douglas County owned roadways that the Town snowplows and vice versa. Prior to 2013, the details of this arrangement were handled by an annual “handshake” coordination meeting. The first formal five (5) year IGA was adopted in June of 2013 and is set to expire May 2018. The proposed ordinance will replace the previous IGA. The IGA can be amended as needed to reflect changes due to new agreements or annexations. The IGA provides for the Town of Parker to remove snow from 5.39 lane-miles of Douglas County streets while Douglas County removes snow from 5.26 lane-miles of Town of Parker streets. The agreement intentionally does not obligate either agency to a specific methodology or frequency, only requiring that each agency follow it's own snow removal policy. The IGA does not stipulate post

snow removal street cleaning. The IGA increases the efficiency of resources for both governmental agencies by eliminating the need for each to "dead head" routes or double back to provide snow removal services, reducing travel times and eliminating unnecessary turning movements, thus reducing the potential for traffic accidents or damage.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 2.275

RECOMMENDED MOTION

I move to approve Ordinance No. 9.275 on second reading.

ORDINANCE NO. 9.275, Series of 2018

TITLE: 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

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 Snow Removal Intergovernmental Agreement between the Town of Parker, Colorado, and the Board of County Commissioners of the County of Douglas County, 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

SNOW REMOVAL INTERGOVERNMENTAL AGREEMENT

**by and between
THE TOWN OF PARKER, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

THIS SNOW REMOVAL INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated this ____ day of _____, 2018, by and between the Town of Parker, Colorado, (the “Town”) and the Board of County Commissioners of the County of Douglas (the “County”) (collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-202, C.R.S., the Town and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Town and the County will benefit from maintenance activities that cross-jurisdictional boundaries.

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENT

1. **COUNTY SERVICES**. The County shall perform snow removal services within the jurisdictional boundaries of the Town consistent with expectations as set forth in **Exhibit A**, attached hereto and incorporated herein.

A. The County shall perform snow removal on the roadways as depicted on the maps included in **Exhibit B**, attached hereto and incorporated herein. The County shall perform snow removal consistent with current County roadway maintenance and snow removal procedures and prioritization schedules.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. **TOWN SERVICES**. The Town shall perform snow removal services on roads outside the jurisdictional boundaries of the Town consistent with expectations as set forth in Exhibit A.

A. The Town shall perform snow removal on the County roadway(s) as depicted on the maps included in Exhibit B. The Town shall perform snow removal consistent with current Town roadway maintenance and snow removal procedures and prioritization schedules.

B. The Town shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the Town relating to the subject matter of this Agreement.

3. TERM OF AGREEMENT. The term of this Agreement shall commence on the date of this Agreement, and shall continue in full force and effect up to and including May 1, 2023, upon which date this Agreement shall expire, unless otherwise agreed in writing either by amendment to this Agreement or by the Parties executing a new Agreement. Any amendments or changes shall be agreed to in writing. Either Party may terminate this Agreement unilaterally, with or without cause, by giving the other Party thirty (30) days' prior written notice of the termination.

4. COST. Both parties agree to the terms of this Agreement without reimbursement or compensation, unless otherwise agreed to in writing.

5. SUBSEQUENT ANNEXATIONS. In the event that the Town annexes additional property subsequent to the execution of this Agreement, both Parties shall continue with the terms of this Agreement, including the responsibilities as defined on Exhibit A, until such time as both Parties mutually agree to an amended document that incorporates the changes in jurisdictional boundaries. The County reserves the right to refuse to provide services to the annexed property.

6. INDEPENDENT CONTRACTOR. The Town and the County function as independent contractors, and nothing herein contained shall constitute or designate the employees of the Town or County as employees of the Town or the County.

7. ADDITIONAL SERVICES. In the event the Town or the County desire services in addition to the Services defined in this Agreement, the Town or the County may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

8. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any third party brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other and each Party shall bear its own costs with respect to the defense thereof. Nothing in this Agreement is intended to make either Party liable for, in any way, the real or personal property of the other Party, and neither Party shall be liable for the real or personal property of the other for any reason.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and as illustrated in Exhibit B and **Exhibits B-1 through B-12**, attached hereto and incorporated herein, and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except, by a writing executed by both the Town and the County.

10. BINDING AGREEMENT. This Agreement shall inure to and be binding upon the successors and assigns of the Parties hereto.

11. ASSIGNMENT. The Town and the County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the appropriate counterpart in this agreement. Any attempt by the either of the Parties to assign this Agreement without such consent shall be null and void.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Douglas County District Court.

14. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

Town: Town of Parker
Attn: Director of Engineering/Public Works
20120 E. Mainstreet
Parker, CO 80138

With a copy to: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, CO 80138

Douglas County: Douglas County Public Works Operations
Attn: Manager
P.O. Box 1390
Castle Rock, CO 80109

With a copy to: Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

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

imposes varying obligations or contains different waivers of immunity for Towns and Counties, both the Town and the County agree that each will remain liable for its independent obligations under the CGIA whether due to acts or omissions or property interests, and neither Party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

16. 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 County and Town, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of May 1, 2018. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Approved as to Legal Form:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO**

By: _____
Douglas J. Debord, County Manager

ATTEST:

Meghan McCann, Deputy Clerk

Approved as to Legal Form:

Lance J. Ingalls, County Attorney

EXHIBIT A

SERVICES TO BE PROVIDED

Under this Agreement, the County and the Town shall provide the following services: Snow removal for the identified roadways within the County and the Town, as they existed as of May 1, 2018. Lanes and roads added after this effective date are not covered under this Agreement.

The Services that the County and the Town will perform include and are limited to:

1. Snow removal; and
2. Chemical treatment for snow and/or ice (at the discretion of the Parties).

All work shall be consistent with the Parties' written snow removal procedures.

In its sole discretion, but consistent with the snow removal practice for urban arterial roadways set forth in their respective regulations and practices, the County and the Town will use a liquid deicing product and granular soluble deicing products where possible to avoid residue from sanding.

Sweeping of aggregate products is not part of this Agreement and may be performed by the Parties at their discretion.

Exhibit B

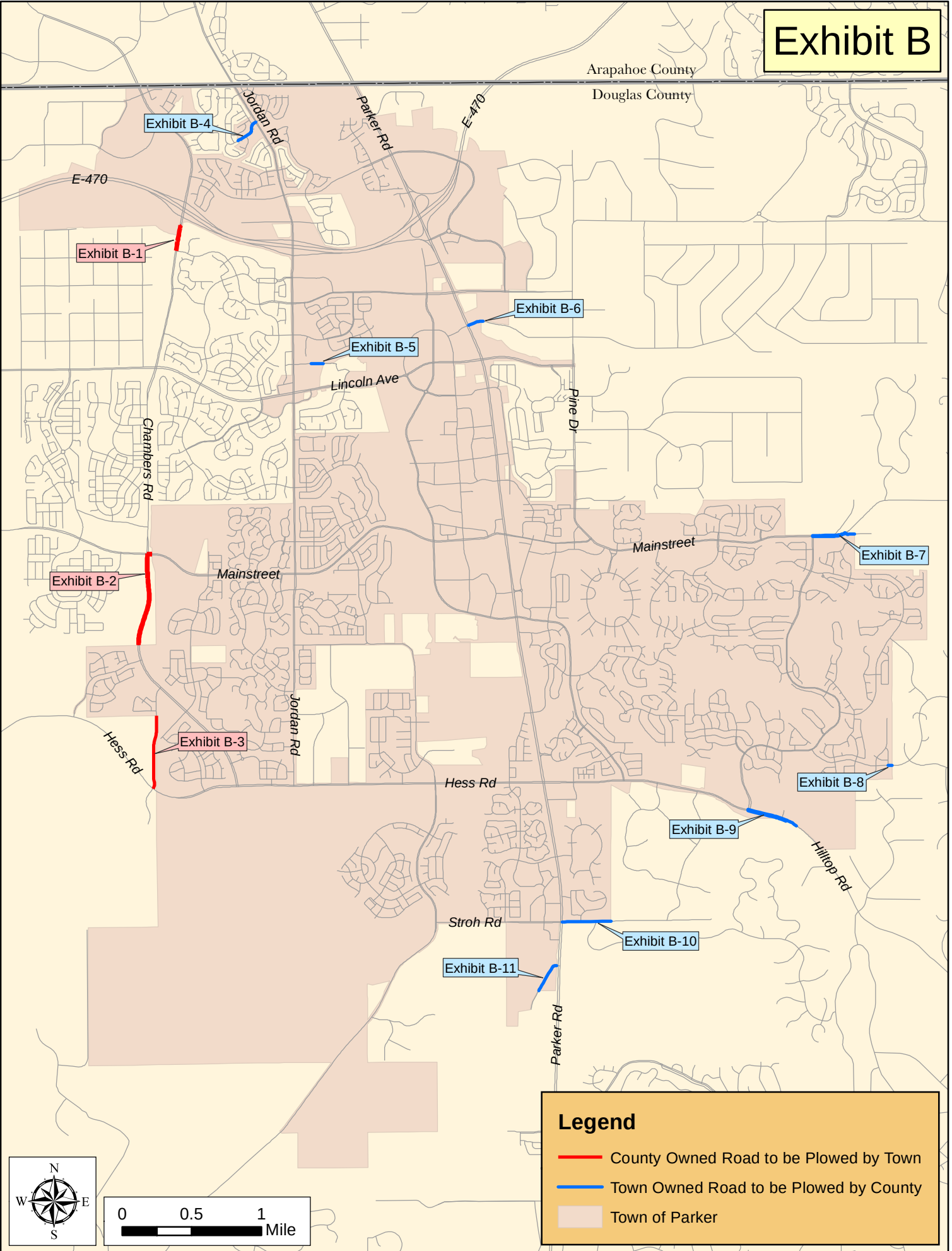


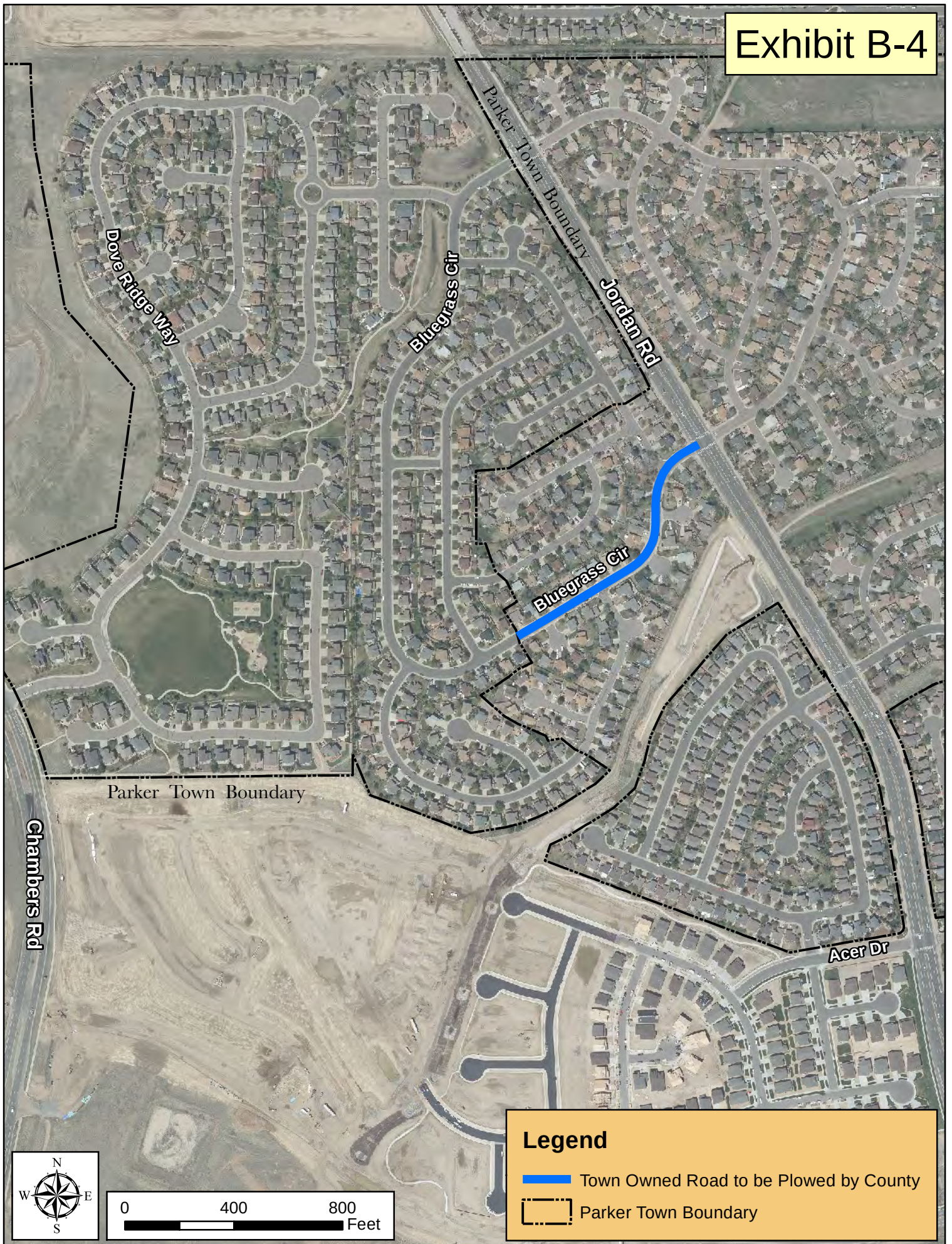
Exhibit B-1

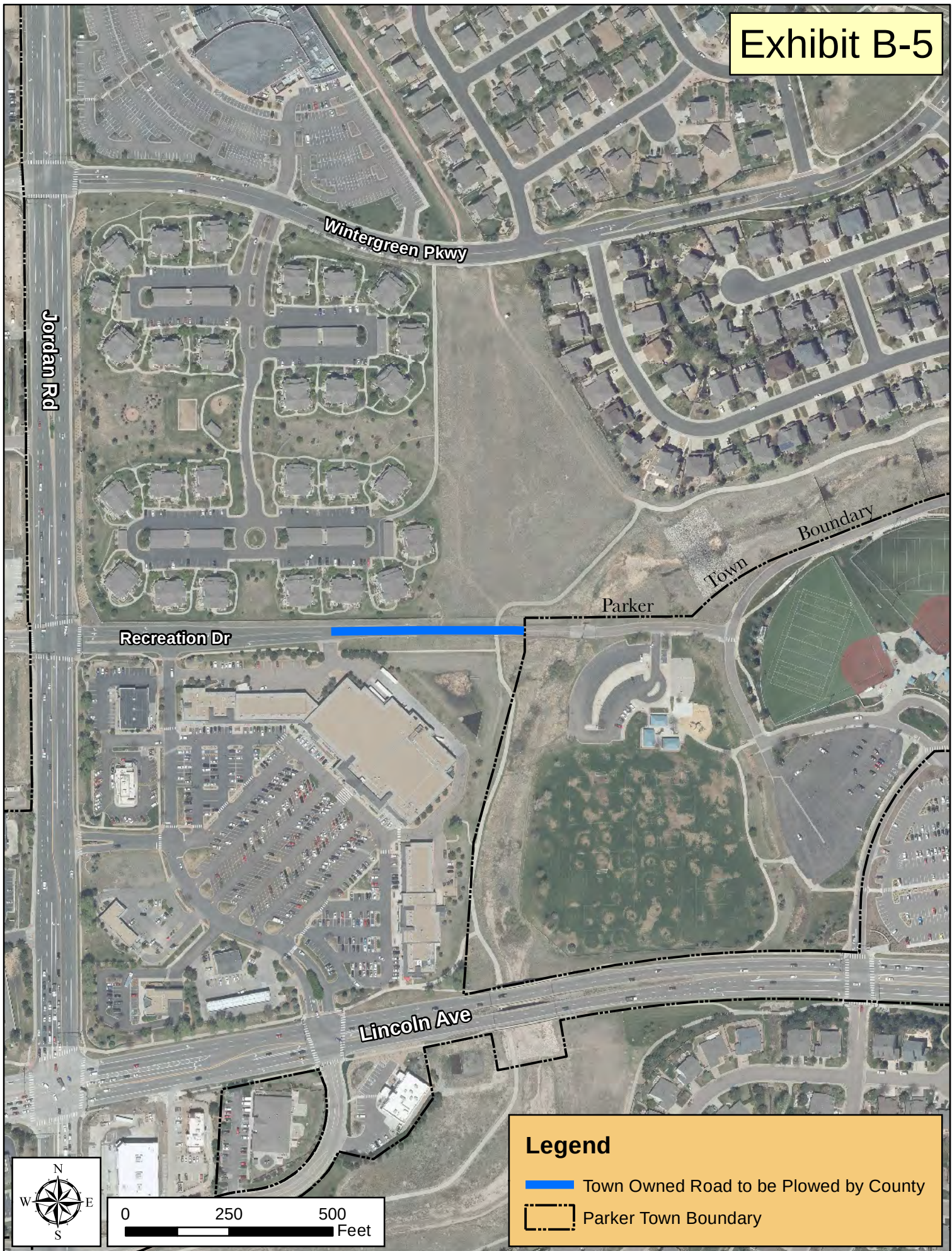






Exhibit B-4





Legend

-  Town Owned Road to be Plowed by County
-  Parker Town Boundary

Exhibit B-6



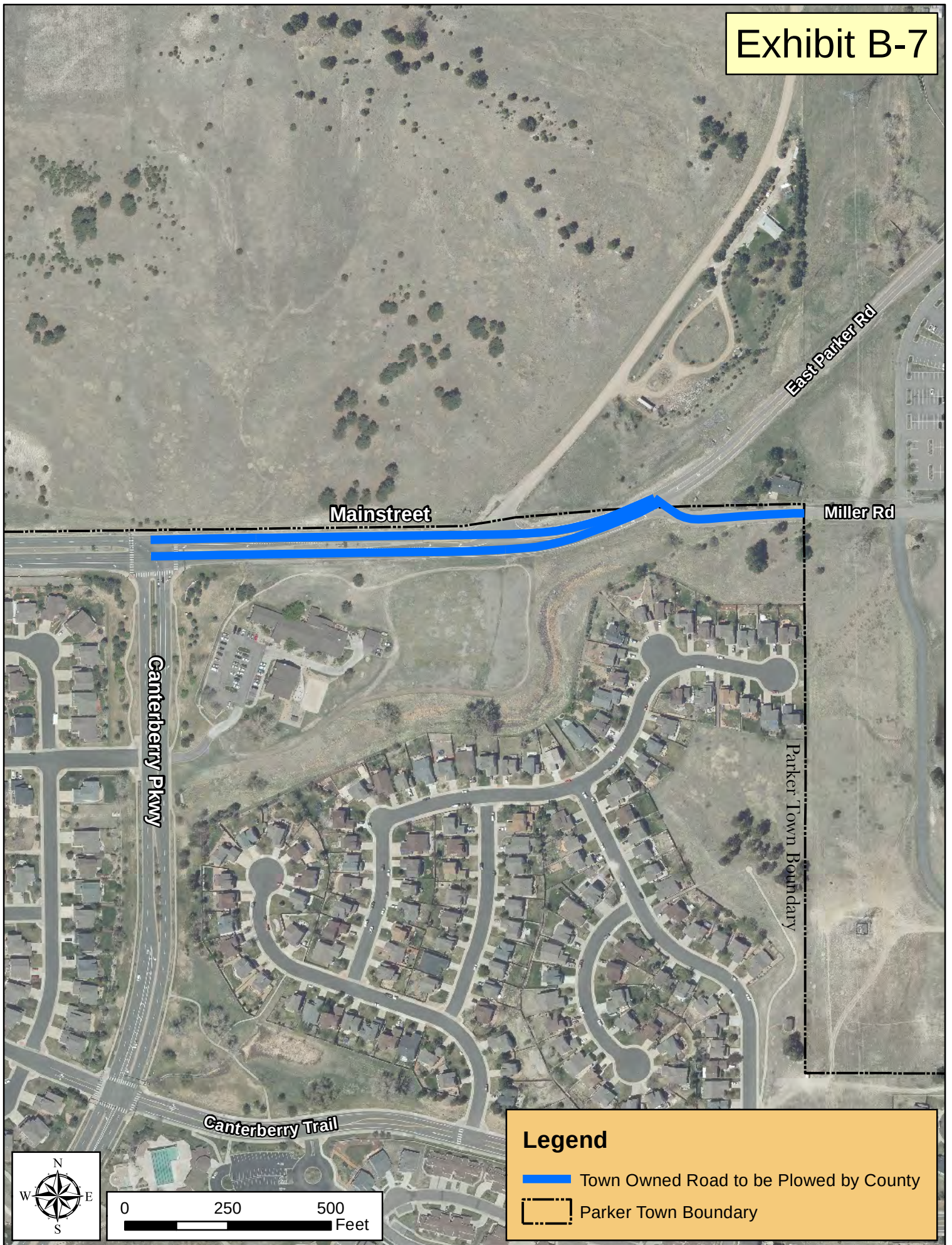




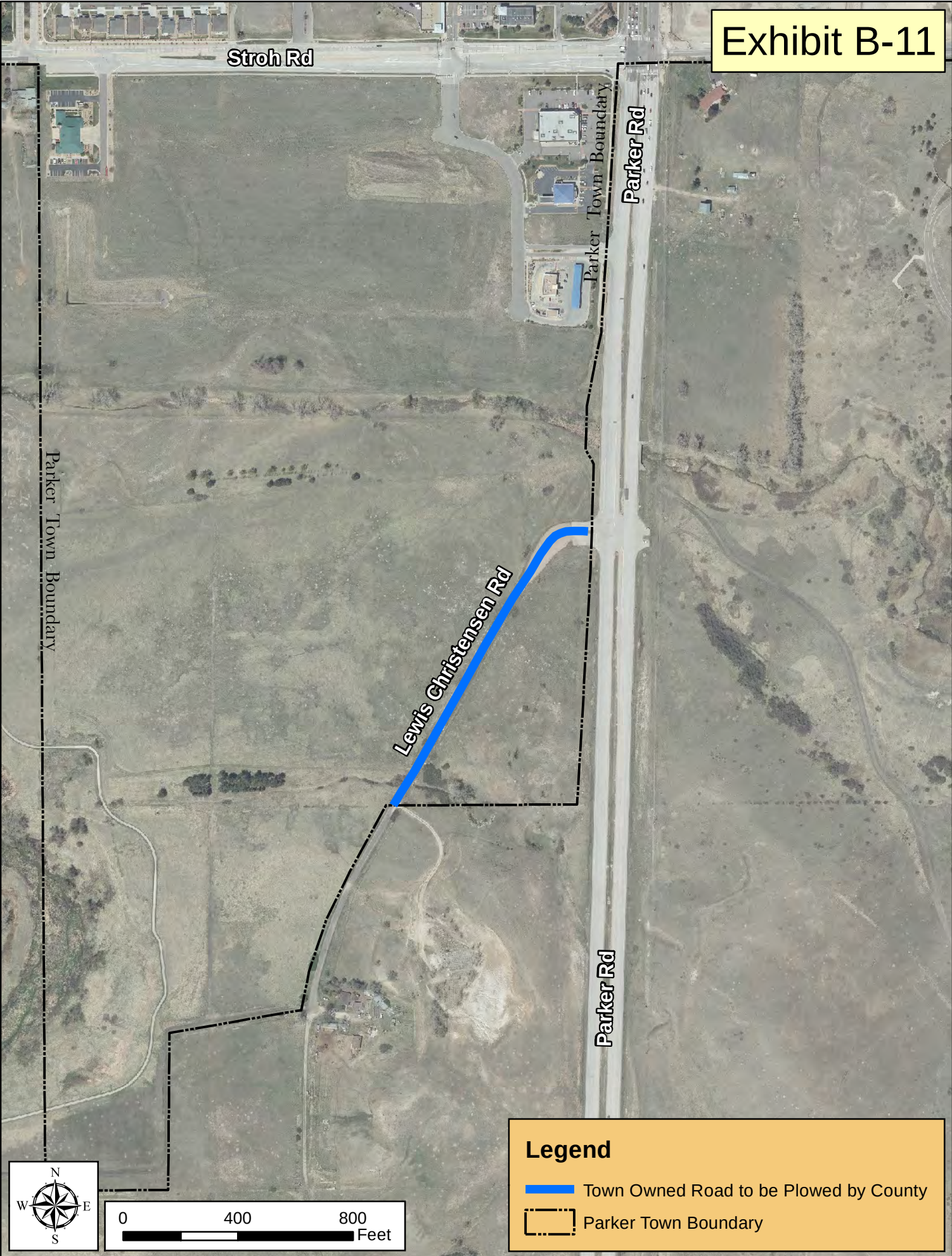


Exhibit B-10



Legend

-  Town Owned Road to be Plowed by County
-  Parker Town Boundary



Legend

- Town Owned Road to be Plowed by County
- Parker Town Boundary



Request for Town Council Action

Date: May 7, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.269.1 - 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

EXECUTIVE SUMMARY

This amendment to the previous agreement (No. 17-06.08A) is for the 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.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town and Urban Drainage previously executed an intergovernmental agreement to fund the design of Lemon Gulch through a contribution received from Meritage Homes. The previous agreement was approved by Town Council by Ordinance No. 9.269 on September 5, 2017.

The Town and District have determined a benefit to expand preliminary design efforts to upstream and downstream of the Meadowlark reach to help inform the design through this reach. The District has agreed to fund this effort and is contributing an additional \$100,000 to the project. The Town is not contributing any funds with this amendment as the contribution from Meritage Homes is considered the funding match.

Once the design is complete, this agreement is anticipated to be amended to include an additional contribution from Meritage Homes for the construction of the improvements.

FINANCIAL IMPACT

None. This amendment is to allow additional funds to be provided by the Urban Drainage and Flood Control District only.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.269.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.269.1 on second reading.

ORDINANCE NO. 9.269.1, Series of 2018

TITLE: 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

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 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, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2017.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

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

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

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch downstream of Crowfoot Valley Road, Town of Parker" (Agreement No. 17-06.08) dated October 2, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction; and

WHEREAS, PARTIES desire to increase the level of funding by \$100,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. _____, Series of 2018); and

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

WHEREAS, PROJECT includes Lemon Gulch from Crowfoot Valley Road to approximately 3,500 feet downstream, as shown on Exhibit A.

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. PROJECT COSTS AND ALLOCATION OF COSTS

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

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

- B. It is understood that PROJECT costs as defined above are not to exceed \$360,423 without amendment to this Agreement.

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

<u>ITEM</u>	<u>AS AMENDED</u>	<u>ORIGINAL</u>
1. Final Design	\$ 275,423	\$ 260,423
2. Construction	\$ 85,000	\$
3. Contingency	\$	\$
Grand Total	\$ 360,423	\$ 260,423

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

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

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	41.60%	\$ 50,000	\$100,000	\$150,000
TOWN	58.40%	\$210,423	\$ -0-	\$210,423
TOTAL	100.00%	\$260,423	\$100,000	\$360,423

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. MANAGEMENT OF FINANCES

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

Payment of each party's full share (TOWN - \$210,423 DISTRICT - \$150,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

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

3. All other terms and conditions of Agreement No. 17-06.08 shall remain in full force and effect.

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

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Checked By

TOWN OF PARKER

By_____

Mike Waid

(SEAL)

ATTEST:

Title Mayor

Date_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

Exhibit A

