

TOWN OF PARKER COUNCIL AGENDA
July 16, 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**

- **Recognition and Presentation of the Flag to Forrest Edwin Dyer**

3. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

6. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - July 2, 2018*

B. PARKER SQUARE – TRACT C-1 – Vacation of Right-of-Way and Rezone

Applicant: Gene Gregory and Sons
Location: Southeast corner of Solar Circle and Sun Way
Department: Community Development, Stacey Nerger
Community Development, Ryan McGee
Second Reading: August 6, 2018

(1) ORDINANCE NO. 1.514 - First Reading

A Bill for an Ordinance Vacating a Portion of Sun Way Located Within the Plat of Parker Square – Tract C-1

(2) ORDINANCE NO. 3.336- First Reading

A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Square Tract C-1 from C-Commercial District to GD-Greater Downtown District Within the Market Center Design District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

C. ORDINANCE NO. 1.263.1 - First Reading

A Bill for an Ordinance to Approve the First Amendment to Easement Agreement By and Between the Town of Parker and Parker Water and Sanitation District Concerning Tracts S and T, Reata North Filing No. 1

Department: Engineering/Public Works, Alex Mestdagh
Second Reading: August 6, 2018

D. ORDINANCE NO. 8.29 - First Reading

A Bill for an Ordinance to Adopt a New Chapter 4.10 of the Parker Municipal Code Concerning the Shopping Center Assistance Program

Department: Economic Development, Matt Carlson
Second Reading: August 6, 2018

E. RESOLUTION NO. 18-047

A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

F. RESOLUTION NO. 18-048

A Resolution Finding Substantial Compliance of the Parker Pointe Property's Annexation Petition with C.R.S. § 31-12-107 and Setting a Public Hearing on August 20, 2018, for the Purpose of Considering Said Annexation

Applicant: Parker and Stroh, LLC
Location: Southeast Corner of Parker Road and Stroh Road
Department: Community Development, Paul Workman
TRAKiT No.: ANX17-008

- G. *RESOLUTION No: 18-049*
A Resolution Accepting the Conveyance of a Drainage Easement from Parker Water and Sanitation District for Lemon Gulch

Department: Engineering/Public Works, Jacob James

- H. *RESOLUTION NO. 18-050*
A Resolution Accepting the Bargain and Sale Deed and Assignment from the Board of County Commissioners of Douglas County for All of Douglas County's Present and Future Right, Title and Interest in the Senior Center Property

Department: Town Attorney, Jim Maloney

I. *CONTRACTS OVER \$100,000*

1. *Parker Road Corridor Plan*

Amount: \$118,120

Contractor: Kimley-Horn

Department: Community Development, Mary Munekata

2. *Parkglenn Way Retaining Wall Replacement (CIP 18-013)*

Amount: \$734,552

Contractor: 53 Corporation, LLC

Department: Engineering & Public Works, Chris Hudson

3. *2017 Miscellaneous Signal Repairs (CIP 17-022) - Contract Modification*

Amount: \$28,000

Contractor: Paonia, Inc.

Department: Engineering & Public Works, Chris Hudson

4. *Jordan Road - Bradbury Parkway to Hess Road Landscape and Irrigation Project (CIP 18-018)*

Amount: \$259,659.40

Contractor: Terracare Associates, LLC

Department: Engineering & Public Works, Tom Gill

7. **TOWN ADMINISTRATOR**

- **TA Report - Summer 2018**

8. **PUBLIC HEARINGS**

A. COTTONWOOD HIGHLANDS FILING 6 - Minor Development Plat

Applicant: Land Development Consultants
Location: Northeast Corner of Parkerhouse Road and Jordan Road
Department: Community Development, Carolyn Parkinson
TRAKiT No.: SUB16-055

(1) PLAT

(2) SUBDIVISION AGREEMENT

B. First Amendment to Tax and Fee Assistance Program Agreement with 2 Combs Enterprises, Inc. (Springhill Suites by Marriott)

Department: Economic Development, Matt Carlson

C. ORDINANCE NO. 1.507.3 – 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

9. ORDINANCES

A. ORDINANCE NO. 1.513 - Second Reading

A Bill for an Ordinance to Approve the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker

Department: Community Development, Randy Sale

B. ORDINANCE NO. 5.06.41 - Second Reading

A Bill for an Ordinance to Amend Various Sections of Title 9 of the Parker Municipal Code Concerning Animals

Department: Police Department, Doreen Jokerst

C. ORDINANCE NO. 9.267.1 - Second Reading

A Bill for an Ordinance Approving the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-059.19A Project No. 106722 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

July 16, 2018

“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).”

1. Chapter 6.06 of the Parker Municipal Code and C.R.S. § 24-33.5-2009 concerning fireworks permits and seizure of fireworks

"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)."

2. Request by Twenty Mile Village/Parker Place Hotel for assistance
3. Request by Pine Bluff’s Commercial Shopping Center for assistance
4. Proposed sewer easement for the Parker Pointe project

“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).”

5. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court Case No. 2018CV030354

**TOWN OF PARKER COUNCIL
MINUTES
JULY 2, 2018**

Mayor Mike Waid called the meeting to order at 5:33 p.m. Councilmembers Williams and Rivero were absent.

Town Attorney announced the topics for discussions in Executive Session were five (5) items. Under C.R.S. § 24-6-402(4)(f) there was one (1) item, which was the Town Administrator Evaluation Process. Under C.R.S. § 24-6-402(4)(b) there were two (2) items, the first was to receive legal advice on specific legal questions regarding the Proposed Shopping Center Assistance Program; the second was to receive legal advice on specific legal questions regarding Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court Case No. 2018CV030354. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was the Proposed termination of access easement on Lincoln Meadows Property; and the second item was the proposed sale of a portion of Sun Way right-of-way.

EXECUTIVE SESSION

Josh Martin moved and Amy Holland seconded to go into Executive Session to consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f), 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), and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Debbie Lewis moved and Amy Holland seconded to come out of Executive Session at 6:42 p.m.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:00 p.m.

Youth from the audience led the Pledge of Allegiance.

SPECIAL PRESENTATIONS - None

PARKER CHAMBER OF COMMERCE UPDATES - None

DOWNTOWN BUSINESS ALLIANCE UPDATES - None

PUBLIC COMMENTS - None

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember reported on meeting they attended since the last Town Council meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - June 11 & June 18, 2018*
- B. *ASSIGNMENT AND ASSUMPTION AGREEMENT FOR MEADOWLARK ANNEXATION AGREEMENT*
 Department: Town Attorney, Jim Maloney
- C. *ORDINANCE NO. 1.513 - First Reading*
 A Bill for an Ordinance to Approve the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker
 Department: Community Development, Randy Sale
 Second Reading: July 16, 2018
- D. *ORDINANCE NO. 5.06.41 - First Reading*
 A Bill for an Ordinance to Amend Various Sections of Title 9 of the Parker Municipal Code Concerning Animals
 Department: Police Department, Doreen Jokerst
 Second Reading: July 16, 2018
- E. *ORDINANCE NO. 9.267.1 - First Reading*
 A Bill for an Ordinance Approving the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker Agreement No. 17-059.19A Project No. 106722 by and between Urban Drainage and Flood Control District and the Town of Parker
 Department: Engineering/Public Works, Jacob James
 Second Reading: July 16, 2018
- F. *CONTRACTS OVER \$100,000*
 - 1. *Contract Amendment No. 1 - Development Design Standards Rewrite Project*
 Amount: Amended \$23,558.21
 Contractor: Urban Design Associates, Ltd.
 Department: Community Development, Carolyn Washee-Freeland

Josh Martin moved to approve Consent Agenda Items 7A through 7F.

Amy Holland seconded the motion.

The motion was approved unanimously.

PUBLIC HEARINGS**A. LOT 1 - TRACTS 8 & 9 BLAIR INDUSTRIAL CENTER TRACTS 7, 8, 9, First Amendment - Use by Special Review**

Applicant: Ellis Properties LLC, Carl Ellis
Location: Progress Way south of Progress Lane
Department: Community Development, Ryan McGee
TRAKiT No. Z16-024

7:14 PM

The applicant, Ellis Properties LLC, is seeking a Use by Special Review approval to allow for the legalization and continuation of an existing non-permitted outdoor storage use on Lot 1 of the Blair Industrial Park, 1st Amendment. The site is located on the west side of Progress Way south of Progress Lane.

The outdoor storage uses occurring on this site consist of temporarily stored vehicles associated with a towing business on the southern half of the lot. The northern half of the lot is being used for the storage of construction materials. The Use by Special Review is being processed concurrently with a site plan which consists of storm water quality enhancements and landscape improvements along Progress Way.

The Applicant Steve Ceresa, Jehn Engineering, 5690 Webster Street, Arvada, was present and spoke. He stated the property has been used for the last 23 years for this type of use. There are spill controls in place with a spill manual is onsite and will use dirt and damming of the pond that is onsite for any spills that do occur. He added that landscaping was a big issue as well as parking outside the fence. Landscape has been added on the east to help with the parking.

Public Comment - None

Josh Martin moved to approve, based on staff findings, with the following conditions contained in the staff report:

1. That the outdoor storage uses be allowed to continue to the extent permitted by the Town of Parker Land Development Ordinance Section 13.04.230 Nonconforming situations.
2. The property owner and the property owner's employees must implement the procedures and methods as outlined in the approved Materials Handling and Spill Prevention Manual if there is potential for and/or in the event that a waste fluid spill or leak occurs on the property. The property owner must keep the approved Materials Handling and Spill Prevention Manual on file at the property owner's location of business.
3. The property owner must not allow the parking of vehicles, temporary or otherwise outside of the fenced enclosure on Progress Way or on any of the surrounding streets or private access drives.

4. The property owner must not allow the selling or auctioning of vehicles or vehicle parts and accessories on the property.
5. The property owner must not allow for construction materials, equipment or vehicle(s) stacking that would exceed the height of the existing, six (6)-foot-high screen fence.
6. The property owner must irrigate and maintain the landscaping in accordance with the approved site plan and the Town of Parker Land Development Ordinance Section 13.06.070 Landscape regulations.
7. This Use by Special Review is subject to annual review by the Planning Department or as often as the Town Council deems appropriate to ensure compliance with the seven (7) Use by Special Review criteria and the stated conditions of approval.

John Diak seconded the motion.

The motion was approved unanimously.

B. TRAILS AT CROWFOOT - Preliminary Plan Amendment No. 1

Applicant: Chris Elliott, E5X Management Inc.
Location: Bayou Gulch Road and North Pinery Parkway
Department: Community Development, Stacey Nerger
TRAKiT No.: SUB17-057

7:18 PM

The applicant, HR 935 L.L.C., proposes an amendment to the Trails at Crowfoot Preliminary Plan to create building lots for residential development. The proposed amendment will replat three of the four parcels located at the future intersection of Bayou Gulch Road and North Pinery Parkway to allow 136 attached single-family homes in 68 duplex buildings on 27.18 acres.

The project is located within the Hess Ranch Planned Development (PD) and is part of a Mixed-Use Planning Area(s). The PD zoning allows for commercial and/or residential uses at the site. The attached single-family homes or duplexes are a permitted use and are consistent with the Parker 2035 Master Plan.

The Applicant, John Prestwich, PCS Group, 1001 16th Street, Denver, was present and spoke. He provided an overview of the project .

Public Comment - None

John Diak moved to approve the Trails at Crowfoot Preliminary Plan Amendment No. 1, based on staff findings, with the following conditions contained in the staff report:

1. All Final Plats and Landscape Plans must be substantially similar in design and layout and the inclusion of amenities to this Preliminary Plan, as determined by Town staff.
2. The applicant shall work with IREA to determine the location and size of the required utility easements prior to submittal of a Final Plat.
3. Utility easements as requested by Public Service Company of Colorado (PSCo), IREA and Parker Water and Sanitation District shall be shown on the Final Plat.
4. The applicant shall meet required setbacks, stagger and zoning as stated with the Hess Ranch PD Guide First Amendment and the Parker Land Development Ordinance.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

C. CORPORATE PARK AT STONEGATE - Rezoning

Applicant: Zak Kessler, Woodspear Properties
Location: North of E-470, south of Parkerhouse Road and west of Jordan Road
Department: Community Development, Stacey Nerger
TRAKiT No. Z17-019

ORDINANCE NO. 3.316.1 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Corporate Park at Stonegate Property from Modified Light Industrial to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

7:30 PM

The applicant, Woodspear Properties, proposes to rezone the subject property from Modified Light Industrial to the Corporate Park at Stonegate Planned Development (PD). The intent of this rezoning is to allow additional commercial and light industrial uses on the property to be consistent with the uses permitted by Douglas County zoning prior to the property being annexed into Parker in 2015. The properties are currently developed with two-flex buildings for office and light industrial use with access from Parkerhouse Road. The Corporate Park at Stonegate Property is located immediately north of E-470 and west of Jordan Road with access from Parkerhouse Road. The proposed PD zoning is commercial and light industrial in nature consistent with the Parker 2035 Master Plan. The PD zoning will provide:

1. Adequate opportunities for expansion of the Town's economic and tax base;
2. Commercial and light industrial uses in close proximity to E-470 that generate primary employment;
3. An orderly transition of land uses between E-470 and the Cottonwood Highlands residential neighborhood to the north;
4. Support for business by allowing the existing uses to continue and providing certainty that similar commercial and light industrial uses will be allowed at the subject property;
5. Preservation of the existing investment and business activity on the subject property with no impact to adjacent areas; and
6. Opportunity to attract new commercial and light industrial uses to the subject property in the future for diversification of the Town's economic base.

The Applicant, Zak Kessler, 5619 DTC Parkway, Greenwood Village, was present and provided an overview of the proposal.

Public Comment - None

Josh Martin moved to approve Ordinance No. 3.316.1 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

D. PINE LANE AND PARKER ROAD PROPERTIES - Annexation and Zoning

Applicants:	HDG of Parker, LLC; Pine Lane Plaza, LLC; Peakview Parker, LLC; Durham Douglas Properties; Lattner Investment Group; S & Jabez, LLC; Car Bis Co Park, LLC Town of Parker Community Development Department (as to zoning)
Location:	Northwest and Southeast Corners of Parker Road and OP
Department:	Community Development, Stacey Nerger
TRAKit No.:	ANX18-002 and Z18-010

(1) RESOLUTION NO. 18-046

A Resolution To Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Pine Lane and Parker Road Properties for Annexation into the Town of Parker

- (2) ORDINANCE NO. 2.261 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Pine Lane and Parker Road Properties in Douglas County
- (3) ORDINANCE NO. 3.335 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Pine Lane and Parker Road Properties to Modified C-Commercial District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith
- (4) ANNEXATION AGREEMENTS - Cars MTI-1, L.P.; Durham Douglas Properties, LLC; HGD of Parker LLC; Lattner Investment Group LLC; Peakview Parker LLC; Pine Lane Plaza, LLC; S & Jabez, LLC**

7:36 PM

The Town is in receipt of annexation petitions from multiple property owners that own land at or near the intersection of Parker Road and Pine Lane in unincorporated Douglas County which encompasses 15.5 acres. The property owners are seeking to annex and zone their land into Parker which is contiguous to the subject properties. The request is being processed as a majority petition annexation including the petitioner's land and certain other properties shown on the Annexation Plat.

The property owners that have submitted annexation petitions include:

1. HGD of Parker, LLC
2. Pine Lane Plaza, LLC
3. Peakview Parker, LLC
4. Durham Douglas Properties
5. Lattner Investment Group
6. S & Jabez, LLC
7. Car Bis Co Park, LLC

The Town Council approved Resolution No. 18-042 on May 21, 2018, determining that the Annexation Petitions substantially comply with the requirements of C.R.S. § 31-12-107(1)(a) also known as the Municipal Annexation Act of 1965. The Resolution set a public hearing date of July 2, 2018, for the Town Council to hear and decide the request for annexation as required by State law.

The Town, by adopting Resolution No. 18-042, may institute the process for zoning the subject properties pursuant to C.R.S. § 31-12-115. The property owners, with the Community Development Department, submitted an application to zone the land to Modified C-Commercial. The proposed zoning will accommodate the existing businesses located in the annexation area and permit a broad range of commercial retail, service, office and restaurant uses in the future.

Public Comment - None

Debbie Lewis moved to approve Resolution No. 18-046.

Josh Martin seconded the motion.

The motion was approved unanimously.

Amy Holland moved to approve Ordinance No. 2.261 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

John Diak moved to approve Ordinance No. 3.335 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

Amy Holland moved to approve the seven (7) Annexation Agreements.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The Regular Town Council meeting was adjourned at 7:43 p.m.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor

Prepared by: Chris Vanderpool, Deputy Town Clerk



Request for Town Council Action

Date: July 16, 2018

Submitted By: Ryan McGee, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **PARKER SQUARE – TRACT C-1 – Vacation of Right-of-Way and Rezone**

Applicant: Gene Gregory and Sons

Location: Southeast corner of Solar Circle and Sun Way

Department: Community Development, Stacey Neger
Community Development, Ryan McGee

Second Reading: August 6, 2018

- (1) ORDINANCE NO. 1.514 - First Reading**
A Bill for an Ordinance Vacating a Portion of Sun Way Located Within the Plat of Parker Square – Tract C-1
- (2) ORDINANCE NO. 3.336- First Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Square Tract C-1 from C-Commercial District to GD-Greater Downtown District Within the Market Center Design District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

EXECUTIVE SUMMARY

The applicant is proposing to rezone Parker Square Tract C-1 from C - Commercial to Greater Downtown District/Market Center. The applicant is also requesting that the

Town vacate a portion of the Sun Way right-of-way (ROW) adjacent to Tract C-1. If approved, the applicant would purchase the vacated ROW from the Town to improve access and parking for future commercial development.

The applicant has submitted the rezoning application to permit a reduced front yard setback for a planned restaurant and to make the subject property consistent with the adjacent zoning to the north. The Sun Way ROW vacation is being requested to accommodate an access driveway, circulation aisle and parking for the planned restaurant.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Generally, the proposed rezoning from C-Commercial to Greater Downtown District/Market Center will make the subject property more consistent with the development and zoning pattern to the north. More specifically, the proposed rezoning would reduce the 40-foot front yard setback requirement to accommodate a planned restaurant. The proposed Greater Downtown District/Market Center zoning allows setbacks to be determined during site plan review.

The applicant recently submitted a site plan application for a 4,718 square-foot restaurant on the subject property. The planned restaurant is identified as the Gator Lounge and is subject to administrative review and approval.

Sun Way is a short local road that runs from Parker Square Drive in the north to Solar Circle in the south and terminates in a dead end at the subject property. The Sun Way ROW was dedicated to Douglas County in the early 1980's with the approved plats for Parker Square and was later annexed into the Town with the surrounding land. Pine Drive is an existing collector road that runs parallel to Sun Way and the Town has no plans to extend or improve Sun Way as a result. The dead end portion of Sun Way at the subject property is not important to the public street network or local circulation and safety.

The Department of Engineering and Public Works has reviewed the vacation request and is supportive of it subject to Town Council approval. The ROW that is vacated would be sold to the adjacent property owner for a negotiated amount and ultimately incorporated into the site plan for his planned restaurant.

If approved by Town Council, the vacancy ordinance would take effect when the Town receives payment for the vacated ROW from the developer.

FINANCIAL IMPACT

The proposed rezoning will have no financial impact.

The ROW vacation will be revenue positive subject to negotiated purchase price.

STRATEGIC GOAL(S)



**ENHANCE ECONOMIC
VITALITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

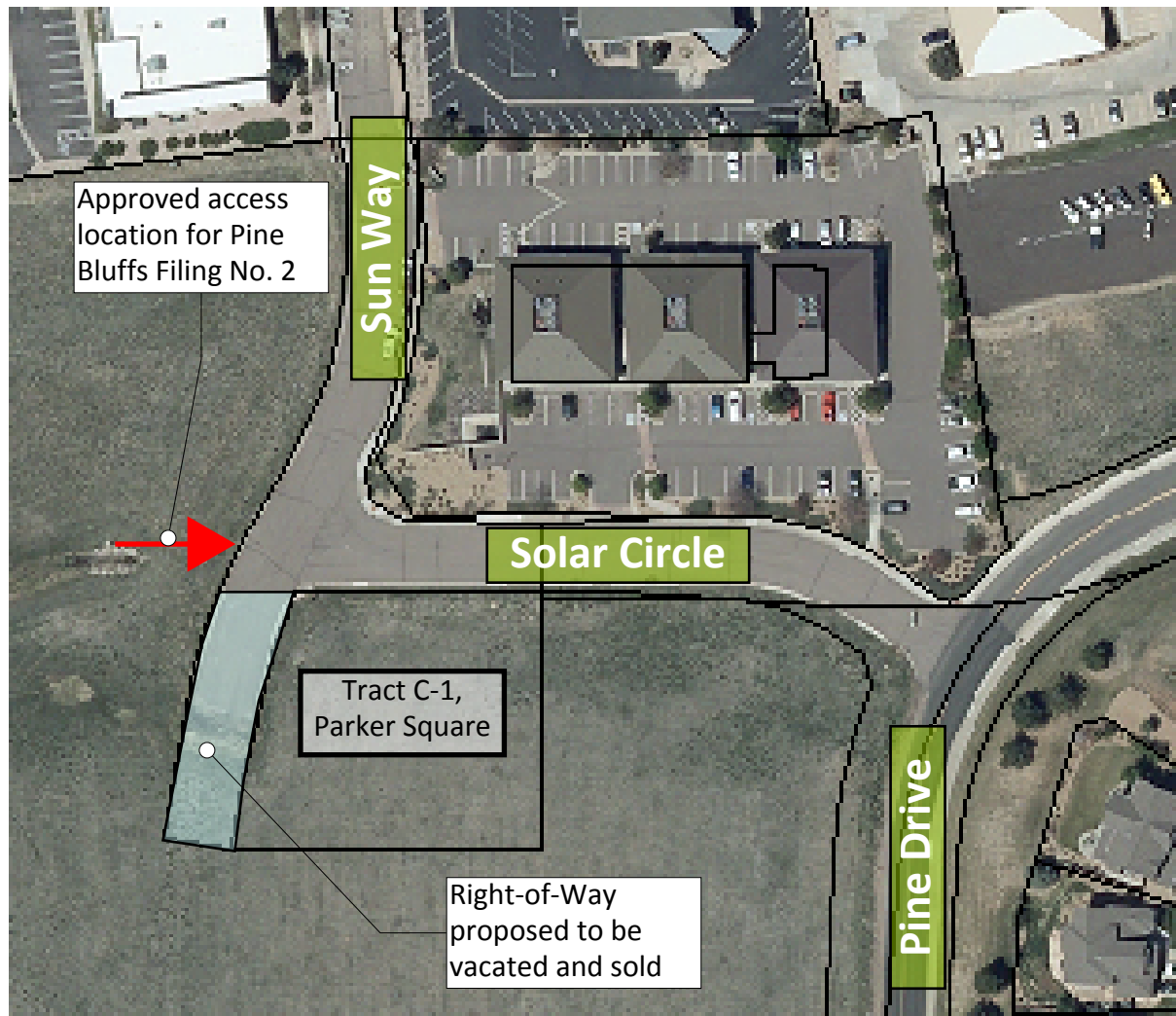
ATTACHMENTS

1. Sun Way Vicinity Map
2. Parker Square Tract C-1 Rezoning Map
3. Ordinance No. 1.514
4. Ordinance No. 3.336

RECOMMENDED MOTION

"I move to approve Ordinance No. 1.514 on first reading and schedule a second reading for August 6, 2018, as part of the consent agenda."

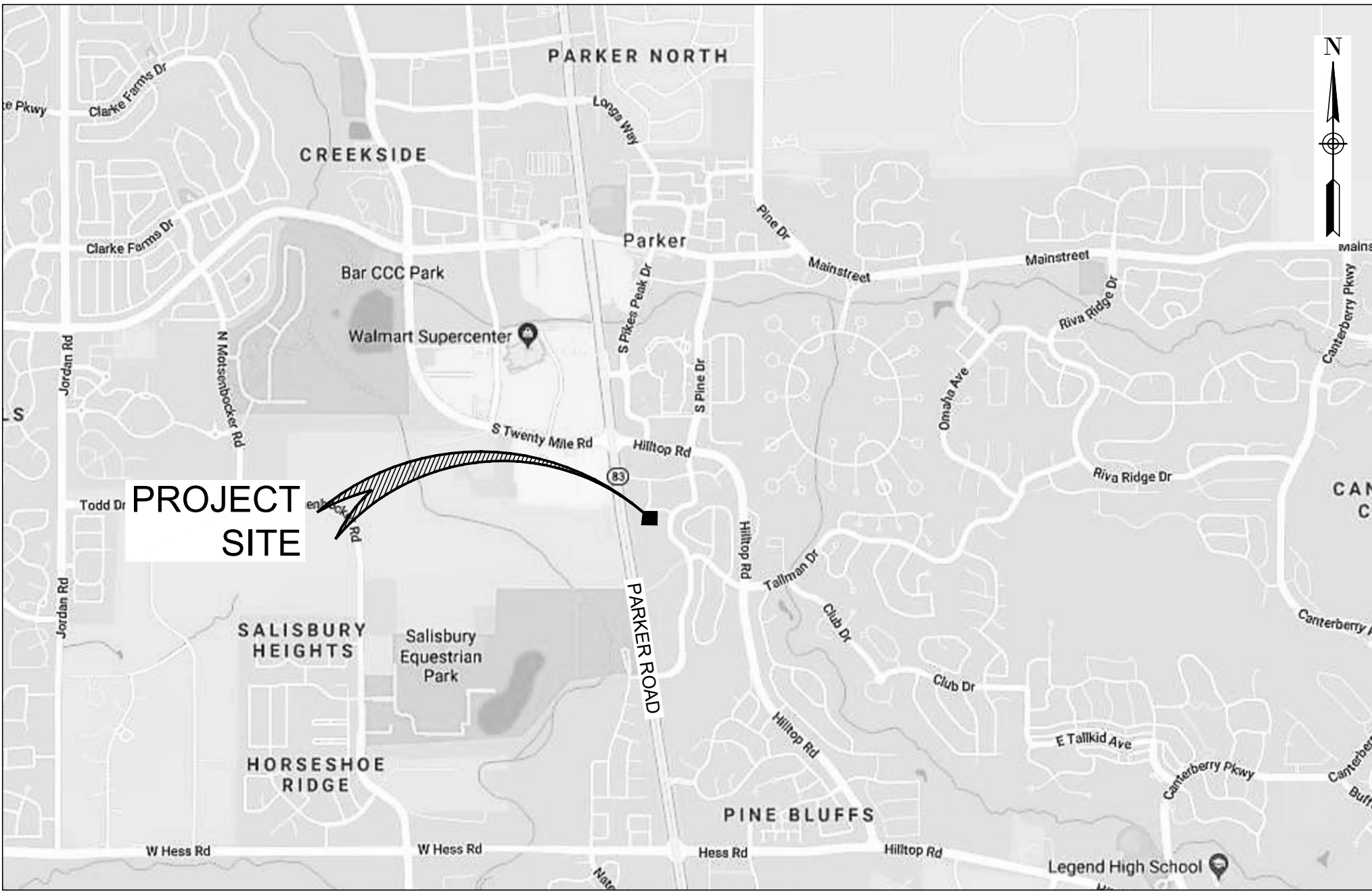
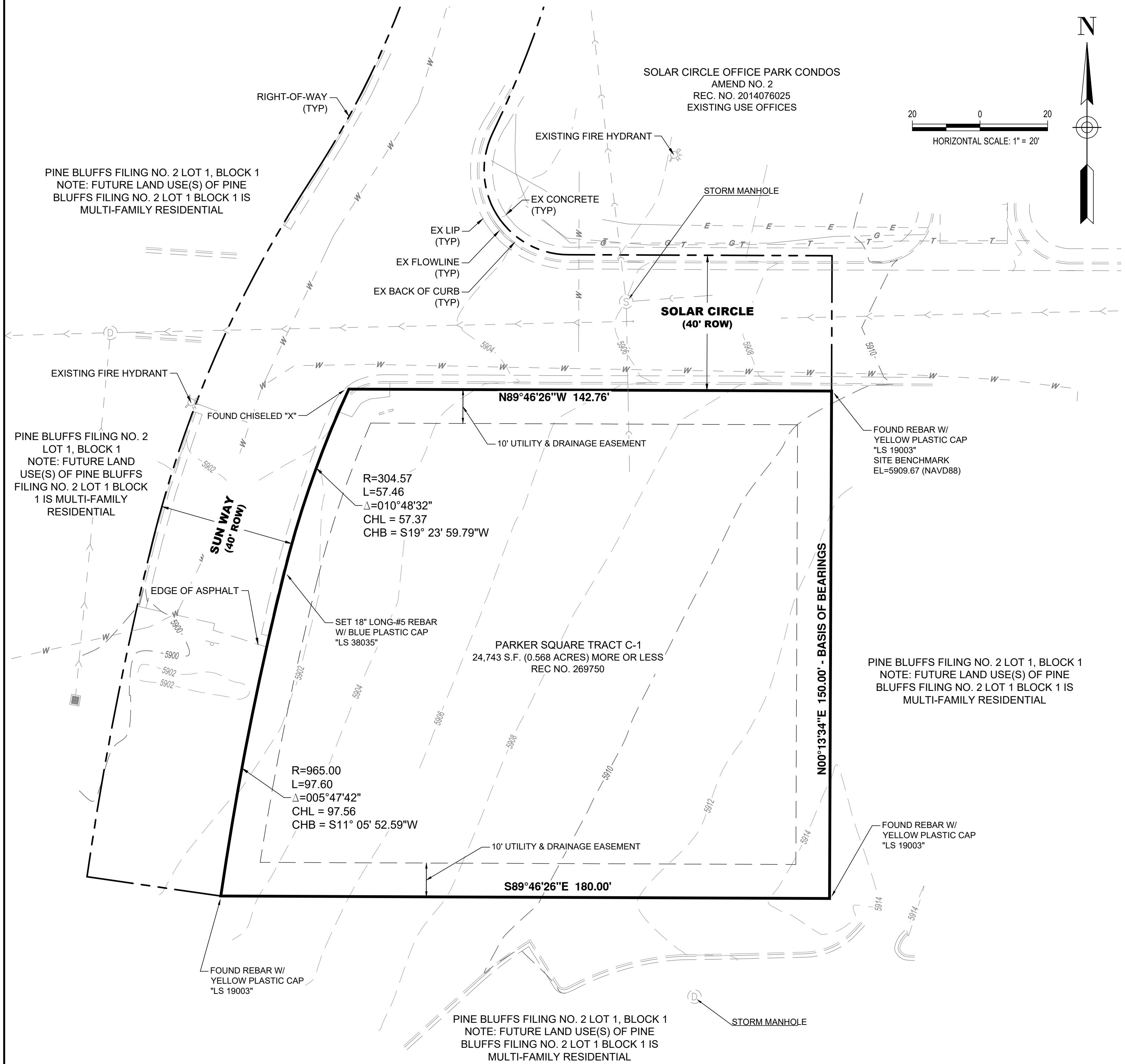
"I move to approve Ordinance No. 3.336 on first reading and schedule a second reading for August 6, 2018, as part of the consent agenda."



Sun Way Right-of-Way
Vicinity Map

PARKER SQUARE - TRACT C1 REZONING MAP

LOCATED IN THE NE ¼ OF SECTION 27,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 2000'

PLANNING COMMISSION CERTIFICATION

THIS REZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____.

COMMUNITY DEVELOPMENT DIRECTOR _____
ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL CERTIFICATION

THIS REZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2018, FOR THE PROPERTY DESCRIBED HEREON. THE ZONING INFORMATION AS SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NUMBER _____.

MAYOR: TOWN OF PARKER _____

ATTEST: TOWN CLERK _____

CLERK AND RECORDER'S CERTIFICATION

STATE OF COLORADO
COUNTY OF DOUGLAS

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THE _____ DAY OF _____, 2018 A.D. AT _____ AM/PM AND WAS RECORDED AT RECEPTION NUMBER _____.

DOUGLAS COUNTY CLERK AND RECORDER _____

ZONING INFORMATION:

AREA = 0.568 ACRES

EXISTING ZONING = COMMERCIAL

PROPOSED ZONING = GREATER DOWNTOWN - MARKET CENTER

SURVEYOR CERTIFICATION:

THIS DOCUMENT IS BASED UPON A SURVEY PREPARED BY
BAILEY PROFESSIONAL SOLUTIONS

ALAN BAILEY, PLS _____ DATE _____

LEGAL:

TRACT C-1, PARKER SQUARE - TRACT C-1, COUNTY OF DOUGLAS, STATE OF COLORADO

BENCHMARK:

DOUGLAS COUNTY GIS POINT 1.075036,
BEING A 3-1/4" ALUMINUM CAP
EL=5855.42 (NAVD88)

BASIS OF BEARINGS:

BEARINGS FOR THIS SURVEY ARE BASED ON THE EAST LINE OF THE PLAT OF PARKER SQUARE - TRACT C-1, MONUMENTED AT EACH END BY A FOUND REBAR WITH A YELLOW PLASTIC CAP "LS 13009" BEARING N00°13'34"E.

ZONING MAP

SHEET NUMBER:

1 OF 1

ORDINANCE NO. 1.514, Series of 2018

**TITLE: A BILL FOR AN ORDINANCE VACATING A PORTION OF SUN WAY
LOCATED WITHIN THE PLAT OF PARKER SQUARE – TRACT C-1**

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

Section 1. Pursuant to C.R.S. §43-2-303 and Chapter 10.12 of the Parker Municipal Code, the Town of Parker hereby vacates that portion of Sun Way right-of-way located within Parker Square – Tract C-1, recorded at Reception No. 269750 of the Douglas County Clerk and Recorder's Office and more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference. The Town further determines pursuant to Section 10.12.050 of the Parker Municipal Code that, upon the effective date of said vacation, title shall vest to the property described in Exhibit A to Gator Lounge, LLC.

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; provided that Gator Lounge, LLC, has paid the Town Thirty-Six Thousand Seven Hundred Ninety Dollars and 26 Cents (\$36,790.26).

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
SHEET 1 of 2

LEGAL DESCRIPTION

JUNE 19, 2018

A PARCEL OF LAND BEING A PORTION OF THE SUN WAY RIGHT-OF-WAY AS SHOWN ON THE PLAT OF PARKER SQUARE – TRACT C-1, AS RECORDED AT RECEPTION No. 269750 OF THE DOUGLAS COUNTY RECORDS. SITUATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6th PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT C-1, PARKER SQUARE- TRACT C-1, SAID POINT ALSO BEING THE INTERSECTION ON SUN WAY AND SOLAR CIRCLE;

THENCE ALONG THE EAST, SOUTH AND WEST RIGHT-OF-WAY OF SAID SUN WAY THE FOLLOWING FIVE (5):

1. ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10°48'32", A RADIUS OF 304.57 FEET AND AN ARC LENGTH OF 57.46 FEET (CHORD BEARS SOUTH 18°55'44" WEST, 57.37 FEET) TO A POINT OF NON-TANGENT CURVE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°47'42", A RADIUS OF 965.00 FEET AND AN ARC LENGTH OF 97.60 FEET (CHORD BEARS SOUTH 10°37'37" WEST, 97.56 FEET) TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY;
3. NORTH 82°16'22" WEST A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF SAID RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVE;
4. ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°47'43", A RADIUS OF 1005.00 FEET AND AN ARC LENGTH OF 101.65 FEET (CHORD BEARS NORTH 10°37'36" EAST, 101.61 FEET) TO A POINT OF NON-TANGENT CURVE;
5. ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°48'05", A RADIUS OF 344.57 FEET AND AN ARC LENGTH OF 46.92 FEET (CHORD BEARS NORTH 17°25'30" EAST, 46.88 FEET) TO A POINT ON THE NORTH LINE OF SAID TRACT C-1 EXTENDED WESTERLY;

THENCE NORTH 89°45'18" EAST, ALONG SAID NORTH LINE EXTENDED WESTERLY, A DISTANCE OF 43.46 FEET TO THE **POINT OF BEGINNING**.

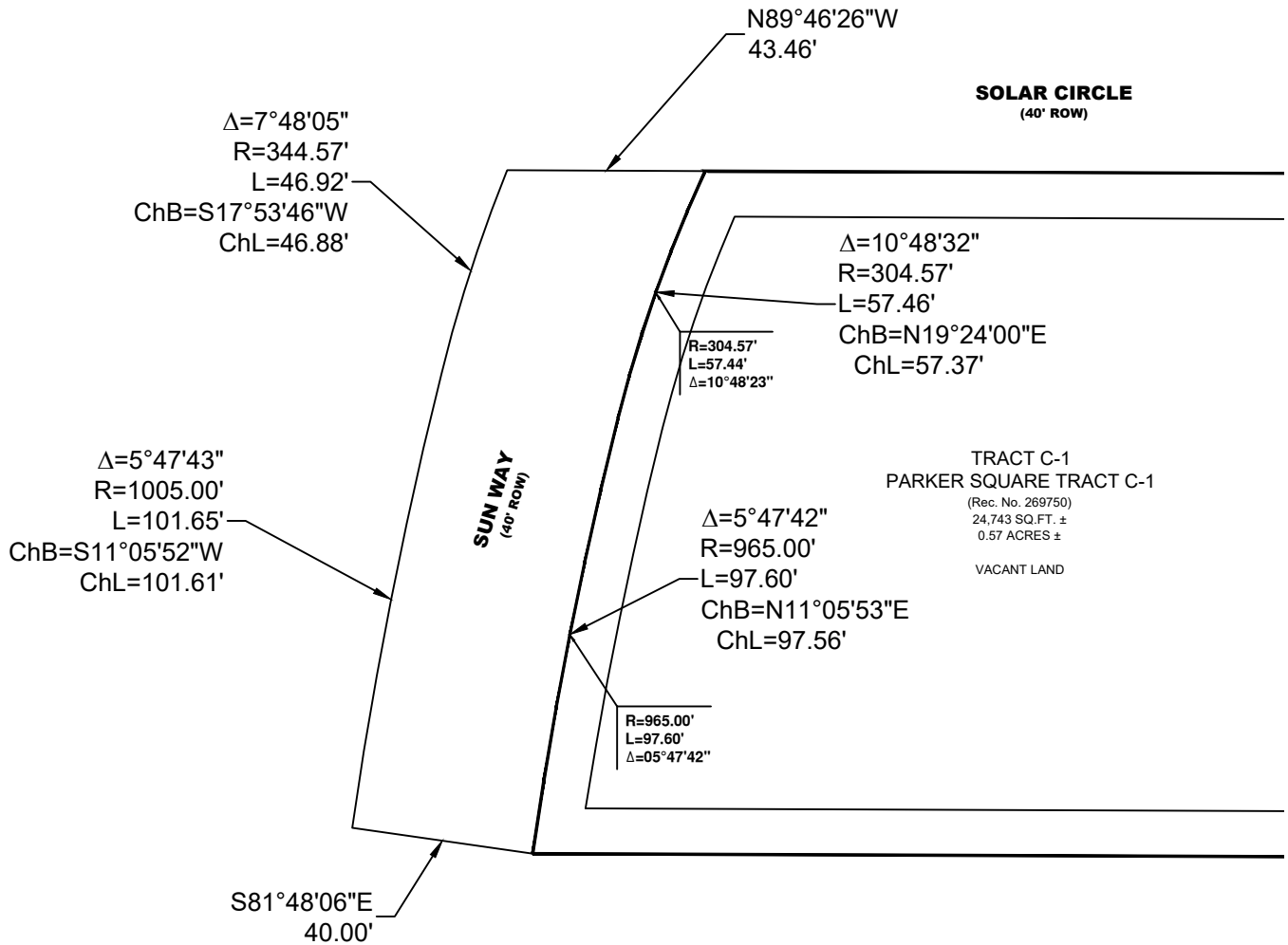
PARCEL CONTAINS 6,071 SQUARE FEET (0.14 ACRES), MORE OR LESS.

BASIS OF BEARINGS: BEARINGS FOR THIS SURVEY ARE BASED ON THE EAST LINE OF THE PLAT OF PARKER SQUARE - TRACT C-1, MONUMENTED AT EACH END BY A FOUND REBAR WITH A YELLOW PLASTIC CAP "LS 13009" AND BEARING NORTH 00°13'34" EAST.

PREPARED BY:
ALAN H. BAILEY PLS No. 38035

ON BEHALF OF
BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET
ENGLEWOOD, CO 80111
303.587.1672

**EXHIBIT A
SHEET 2 OF 2**



THIS IS NOT A LAND
SURVEY PLAT AND
ONLY REPRESENTS THE
ATTACHED PARCEL
DESCRIPTION.



0 30 60 120

SCALE:	1"=60'
PROJECT:	ROTH-18-01
DRAWING FILE:	ROW VACATION.DWG
DATE:	JULY 2. 2018
DRAWN:	AHB
CHECKED:	AHB

bps

**BAILEY
PROFESSIONAL
SOLUTIONS**

BAILEY PROFESSIONAL SOLUTIONS, LLC
5737 SOUTH KENTON STREET ENGLEWOOD, CO 80111
303.587.1672 BAILEYPROFESSIONALSOLUTIONS.COM

ORDINANCE NO. 3.336, Series of 2018

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PARKER SQUARE TRACT C-1 FROM C-COMMERCIAL DISTRICT TO GD-GREATER DOWNTOWN DISTRICT WITHIN THE MARKET CENTER DESIGN 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. An application was submitted for rezoning certain property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Real Property”) from C-Commercial to GD-Greater Downtown District within the Marker Center Design District, pursuant to the Town of Parker Land Development Code.

b. 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.

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

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

e. The requirements contained in Section 13.04.240 of the Parker Land Development Code are satisfied for rezoning the Real Property to GD-Greater Downtown District within the Marker Center Design District, pursuant to the Town of Parker Land Development Code.

Section 2. The Real Property is hereby zoned to GD-Greater Downtown District within the Marker Center Design District, pursuant to the Town of Parker Land Development Code.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning for the Real 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 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 relationship to the proper legislative objectives 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

Legal Description

Parker Square – Tract C-1
Town of Parker, County of Douglas, State of Colorado



Request for Town Council Action

Date: July 16, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.263.1 - First Reading**
A Bill for an Ordinance to Approve the First Amendment to Easement Agreement By and Between the Town of Parker and Parker Water and Sanitation District Concerning Tracts S and T, Reata North Filing No. 1

Department: Engineering/Public Works, Alex Mestdagh

Second Reading: August 6, 2018

EXECUTIVE SUMMARY

This item accompanies an amendment to an easement granting Parker Water and Sanitation District (PWSD) access to the Reata North wellhouse facility through Town-owned park and open space.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Reata North wellhouse is located within an easement dedicated over Tract T, Reata North Filing No. 1, which is otherwise designated as open space and is owned by the Town. This easement was granted to PWSD by the Town in 2005, and in part provided PWSD with the ability to use the adjacent Town lands to gain vehicular access to this facility for maintenance and operation.

This easement did not describe a specific access route to the wellhouse; however, the Reata North Filing No. 1 plat that created these tracts included a plat note that stated "...access to the 5-acre Parker Water and Sanitation District well site easement in Tract T will be provided through Tract S by separate document." Tract S (also owned by the Town) contains Tallman Meadows Park, and the site plan for the wellhouse contemplated access to the facility from the parking lot via a concrete sidewalk in the park.

Over the years, an informal access route to the wellhouse has been worn through the Tract T open space. With the park continuing to see increased use, both Town staff and PWSD staff agreed that formalizing access on this route is desirable to minimize the interaction between maintenance vehicles and park users. In conjunction with approved modifications to the wellhouse that will require a change in the type and frequency of chemicals delivered to the facility, this item proposes to amend the original easement agreement to describe the alignment of this informal road through Tract S and T as PWSD's access route.

As this road will also be used by emergency responders, PWSD has submitted a site plan amendment proposing to improve this road to a gravel section capable of accommodating emergency vehicles. A grading permit would be required for all work with the park and open space, and PWSD will be required to restore all associated disturbances.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



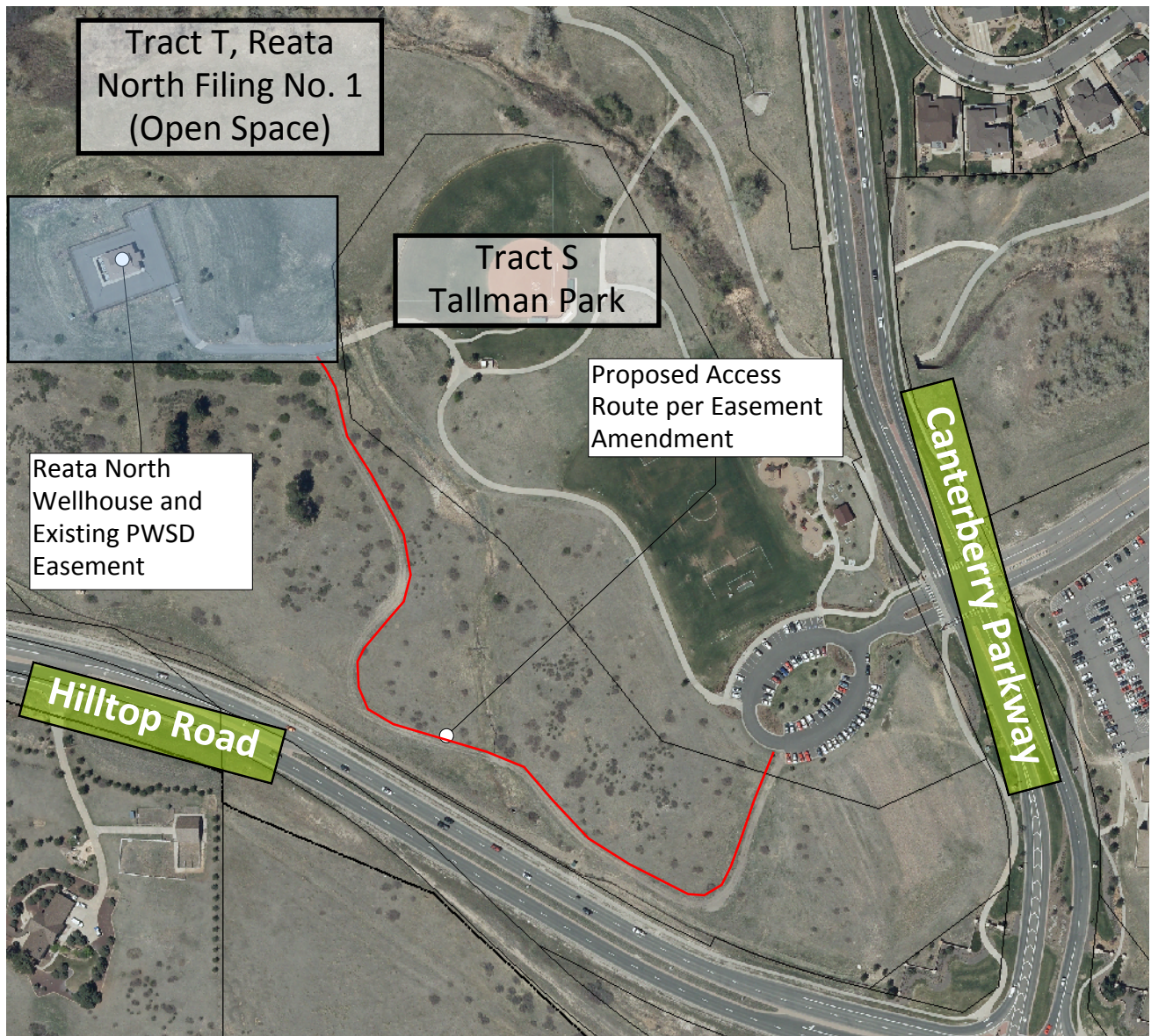
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

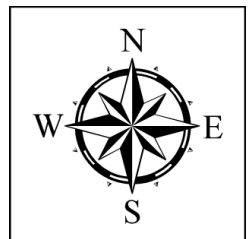
1. Vicinity Map
2. Ordinance No. 1.263.1

RECOMMENDED MOTION

I move to approve Ordinance No. 1.263.1 on first reading and to schedule second reading for August 6, 2018, as part of the consent agenda.



Parker Water and
Sanitation District
Easement Amendment
Vicinity Map



ORDINANCE NO. 1.263.1, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE FIRST AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND PARKER WATER AND SANITATION DISTRICT CONCERNING TRACTS S AND T, REATA NORTH FILING NO. 1

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 by and between the Town of Parker and Parker Water and Sanitation District concerning Tracts S and T, Reata North Filing No. 1, 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

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO 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, the Grantor and Grantee entered into an easement agreement on June 6, 2005, for a well, well house and water mains, which agreement was recorded in the Douglas County Clerk and Recorder's Office at Reception No. 2005052122 (the "Easement Agreement");

WHEREAS, Paragraph 1 of the Easement Agreement provided that the "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 Well, Well House and Water Mains;" and

WHEREAS, the Grantor and Grantee desire to amend Paragraph 1 of the Easement Agreement to describe the specific location of the ingress and egress to and from the Easement Property over and across the Grantor's adjacent lands.

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

Section 1. Paragraph 1 of the Easement Agreement is hereby amended to provide as follows:

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 Well, Well House and Water Mains required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the real property described in **Exhibit B**, which is attached hereto and incorporated by this reference, as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the Well, Well House and Water Mains located on the Easement Property.

Section 2. The parties acknowledge and agree that the Easement Agreement has not been amended, except as provided in this First Amendment.

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

GRANTOR:

Town of Parker, Colorado

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

GRANTEE:

Parker Water & Sanitation District

By: _____
Ron R. Redd, P.E., District Manager

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

STATE OF **COLORADO**)
) ss.
COUNTY OF **DOUGLAS**)

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 B

A PERMANENT ACCESS EASEMENT, 20.00 FEET WIDE, LYING WITHIN TRACT S AND TRACT T, REATA NORTH FILING NO. 1, AS DEPICTED ON THAT SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2003146594 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 36, WHENCE THE NORTH LINE OF SAID NORTHWEST 1/4 BEARS S89°18'59"W, PER SAID PLAT;

THENCE S74°20'26"W, 1612.26 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CANTERBERRY PARKWAY AS DEPICTED ON SAID PLAT, WHENCE THE SOUTHEAST CORNER OF SAID TRACT S BEARS S24°26'29"E, 235.39 FEET, SAID POINT BEING THE **POINT OF BEGINNING** OF SAID CENTERLINE;

THENCE S65°33'31"W, 24.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE WESTERLY, THROUGH A CENTRAL ANGLE OF 53°07'10", ALONG THE ARC OF SAID CURVE 13.91 FEET TO THE POINT OF TANGENCY;

THENCE N61°19'19"W, 4.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE WESTERLY, THROUGH A CENTRAL ANGLE OF 53°07'10", ALONG THE ARC OF SAID CURVE 13.91 FEET TO THE POINT OF TANGENCY;

THENCE S65°33'31"W, 37.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET;

THENCE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 70°38'13", ALONG THE ARC OF SAID CURVE 30.82 FEET TO THE POINT OF TANGENCY;

THENCE S05°04'42"E, 17.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 115.00 FEET;

THENCE SOUTHERLY AND WESTERLY, THROUGH A CENTRAL ANGLE OF 88°29'17", ALONG THE ARC OF SAID CURVE 117.61 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 57°56'35", ALONG THE ARC OF SAID CURVE 15.17 FEET TO A POINT OF TANGENCY;



THENCE S25°28'00"W, 90.20 FEET;

THENCE S19°43'41"W, 129.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET;

THENCE SOUTHWESTERLY AND NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 101°22'34", ALONG THE ARC OF SAID CURVE 106.16 FEET TO A POINT OF TANGENCY;

THENCE N58°53'44"W, 130.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 240.00 FEET;

THENCE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 19°18'04", ALONG THE ARC OF SAID CURVE 80.85 FEET TO THE POINT OF TANGENCY;

THENCE N39°35'40"W, 73.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 120.00 FEET;

THENCE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 34°26'14", ALONG THE ARC OF SAID CURVE 72.12 FEET TO THE POINT OF TANGENCY;

THENCE N74°01'54"W, 117.50 FEET;

THENCE N67°23'56"W, 52.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 95.00 FEET;

THENCE NORTHWESTERLY AND NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 110°47'32", ALONG THE ARC OF SAID CURVE 183.70 FEET TO THE POINT OF TANGENCY;

THENCE N43°23'36"E, 41.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET;

THENCE NORTHERLY, THROUGH A CENTRAL ANGLE OF 52°48'48", ALONG THE ARC OF SAID CURVE 64.52 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET;

THENCE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 20°20'20", ALONG THE ARC OF SAID CURVE 124.24 FEET TO THE POINT OF TANGENCY;

THENCE N29°45'32"W, 82.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET;

THENCE NORTHERLY, THROUGH A CENTRAL ANGLE OF 16°56'05", ALONG THE ARC OF SAID CURVE 38.42 FEET TO THE POINT OF TANGENCY;



THENCE N12°49'27"W, 60.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 76.56 FEET;

THENCE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 41°03'35", ALONG THE ARC OF SAID CURVE 54.86 FEET TO SAID NORTH LINE OF THE NORTHWEST 1/4 AND TO THE **POINT OF TERMINATION** OF SAID CENTERLINE, WHENCE SAID NORTH 1/4 CORNER OF SAID SECTION 36 BEARS N89°18'59"E, 2,500.99 FEET,

THE SIDE LINES OF SAID STRIP TO BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID WEST RIGHT-OF-WAY LINE OF CANTERBERRY PARKWAY, SAID NORTH LINE OF THE NORTHWEST 1/4, AND AT ALL ANGLE POINTS TO ELIMINATE GAPS AND OVERLAPS.

CONTAINING 36,766 SQUARE FEET OR 0.8440 ACRES, MORE OR LESS.

PREPARED BY FREDRICK L. EASTON, JR., PLS 37948
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

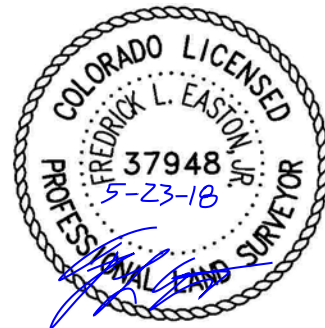
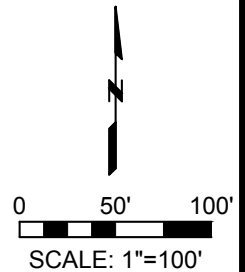
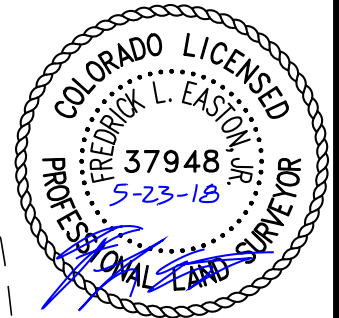
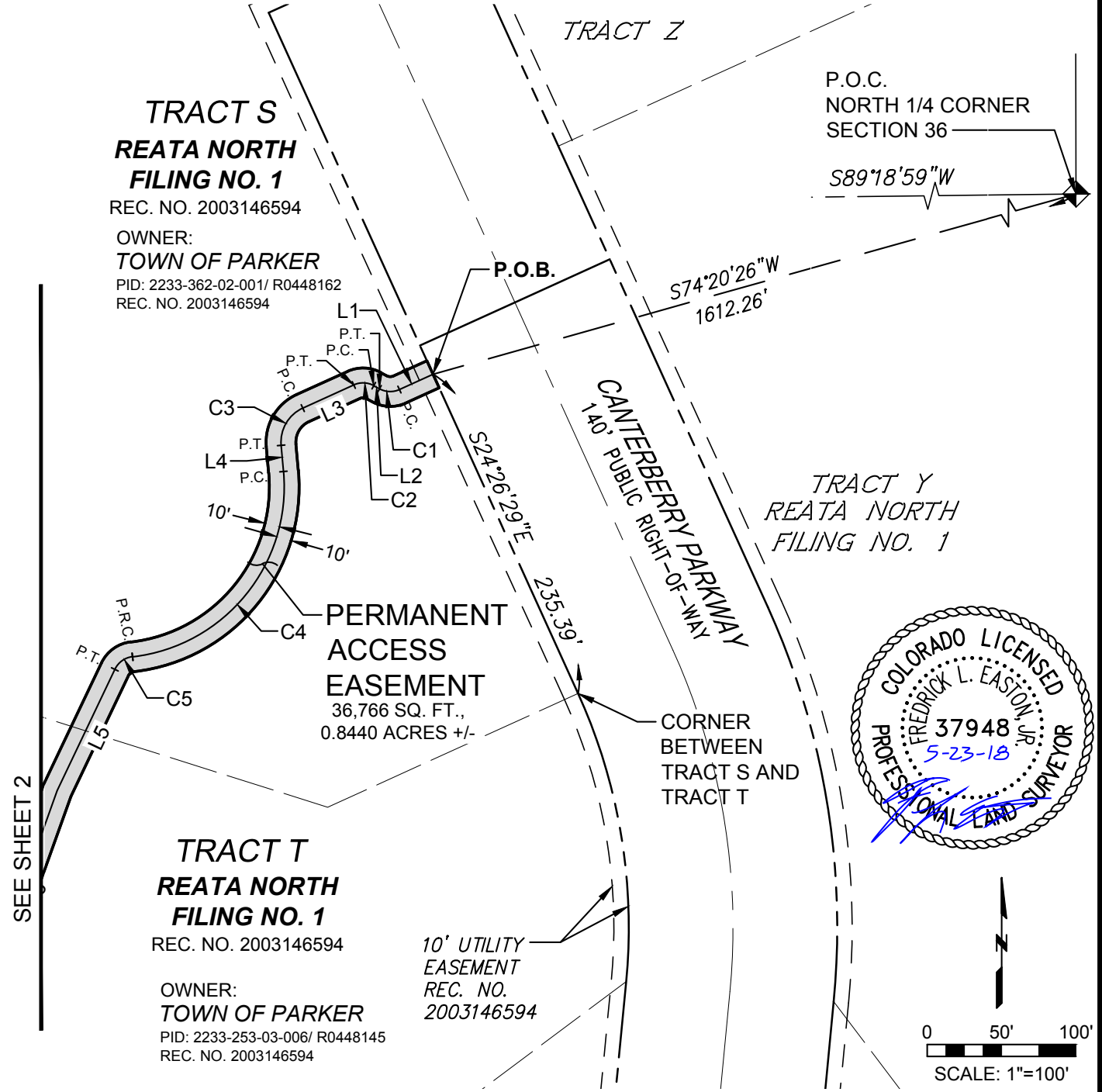


ILLUSTRATION FOR **EXHIBIT B**

PAGE 1 OF 4

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON GIS LAND POSITIONS ONLY.

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PWSD = PARKER WATER & SANITATION DISTRICT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE



| feaston | J:\2016\0160076.00 - Parker Water OA\Survey\07_Drawings\Exhibits\V-Exhb-TOWN-REATA PAE.dwg | 5/23/2018 10:05 PM |

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER
PERMANENT ACCESS EASEMENT
NW 1/4 SECTION 36, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO

Project No: 0160076.00
Drawn by: JAN
Approved: FLE
Date: 05/23/2018
Revised:

1 OF 4

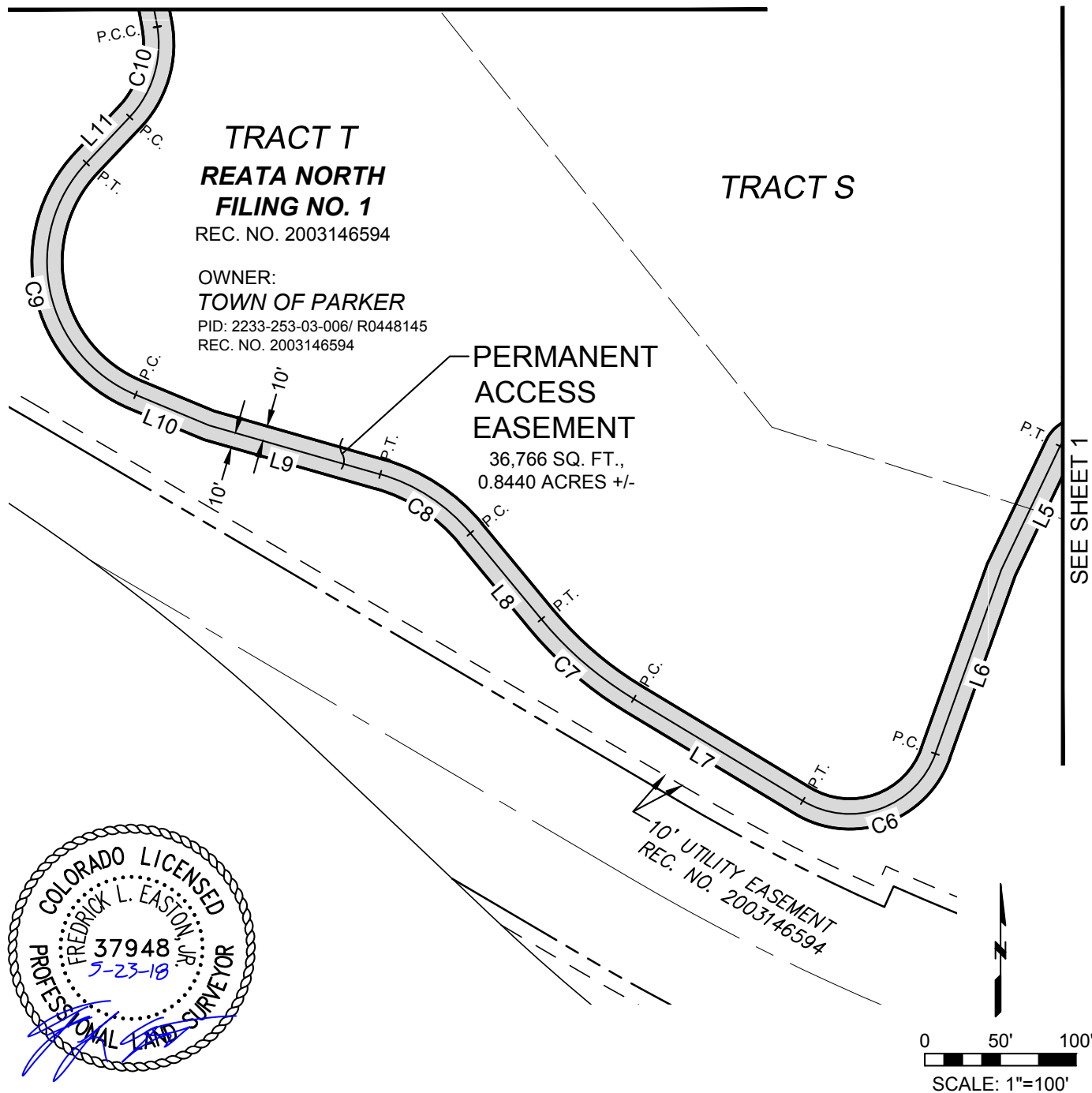
ILLUSTRATION FOR **EXHIBIT B**

PAGE 2 OF 4

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED ONLY
TO DEPICT THE ATTACHED DESCRIPTION.
SECTION LINE DIMENSIONS AND CALCULATION
OF EXISTING PROPERTY BOUNDARIES ARE
BASED ON GIS LAND POSITIONS ONLY.

SEE SHEET 3

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PWSD = PARKER WATER & SANITATION DISTRICT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE



feaston | J:\2016\0160076.00 - Parker Water OA\Survey\07_Drawings\Exhibits\V-Exhb-TOWN-REATA PAE.dwg | 5/23/2018 10:05 PM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER

PERMANENT ACCESS EASEMENT
NW 1/4 SECTION 36, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO

Project No: 0160076.00
Drawn by: JAN
Approved: FLE
Date: 05/23/2018
Revised:

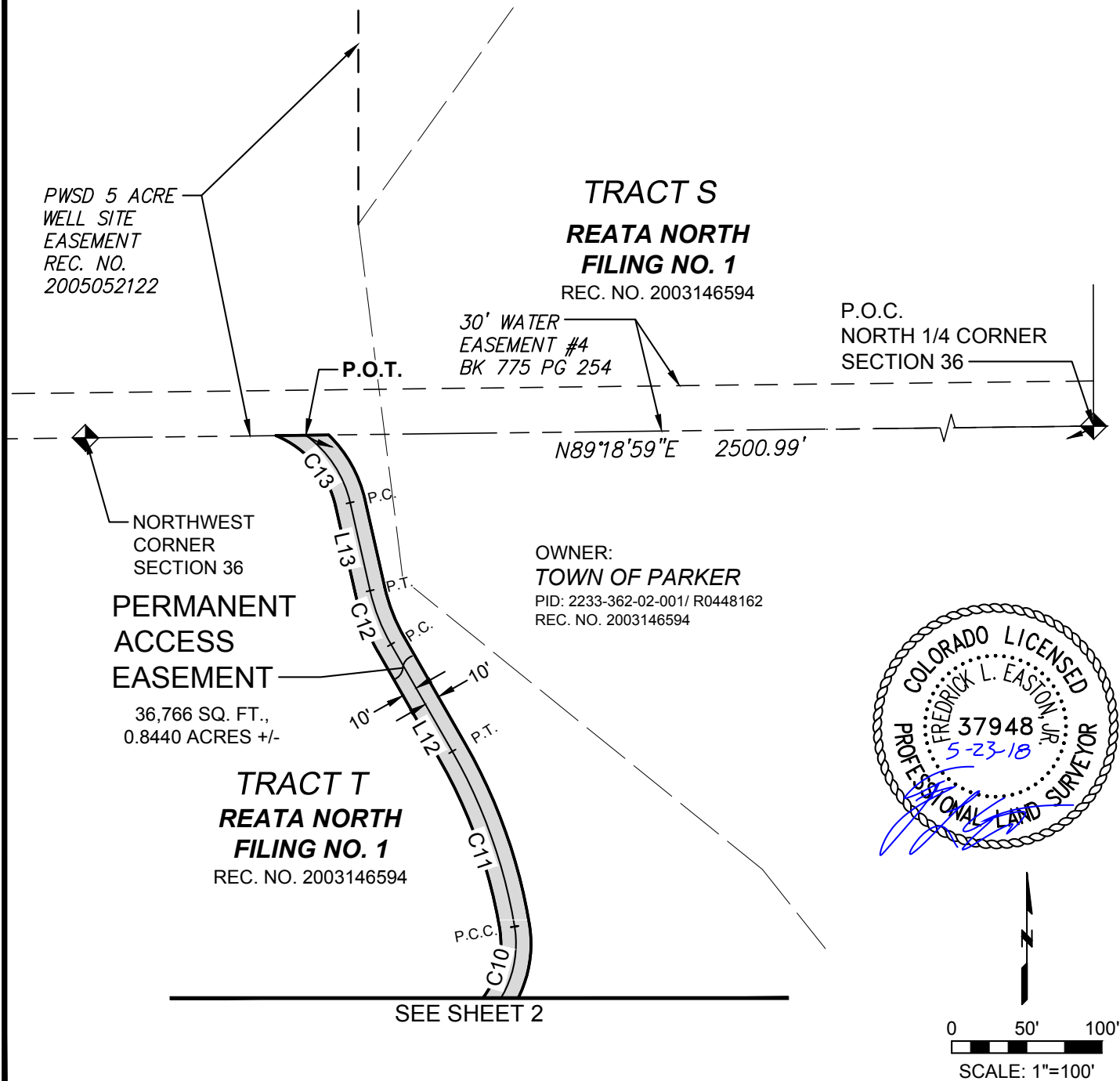
2 OF 4

ILLUSTRATION FOR EXHIBIT B

PAGE 3 OF 4

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON GIS LAND POSITIONS ONLY.

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
PWSD = PARKER WATER & SANITATION DISTRICT
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVATURE
P.C.C. = POINT OF COMPOUND CURVATURE



| feaston | J:\2016\0160076.00 - Parker Water OA\Survey\07_Drawings\Exhibits\V-Exhb-TOWN-REATA PAE.dwg | 5/23/2018 10:05 PM |



5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER

PERMANENT ACCESS EASEMENT
NW 1/4 SECTION 36, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO

Project No: 0160076.00
Drawn by: JAN
Approved: FLE
Date: 05/23/2018
Revised:

3 OF 4

ILLUSTRATION FOR **EXHIBIT B**

PAGE 4 OF 4

THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION. SECTION LINE DIMENSIONS AND CALCULATION OF EXISTING PROPERTY BOUNDARIES ARE BASED ON GIS LAND POSITIONS ONLY.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S65°33'31"W	24.80'
L2	N61°19'19"W	4.40'
L3	S65°33'31"W	37.60'
L4	S05°04'42"E	17.65'
L5	S25°28'00"W	90.20'
L6	S19°43'41"W	129.03'
L7	N58°53'44"W	130.35'
L8	N39°35'40"W	73.60'
L9	N74°01'54"W	117.50'
L10	N67°23'56"W	52.55'
L11	N43°23'36"E	41.73'
L12	N29°45'32"W	82.00'
L13	N12°49'27"W	60.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00'	53°07'10"	13.91'	13.41'	N87°52'54"W
C2	15.00'	53°07'10"	13.91'	13.41'	N87°52'54"W
C3	25.00'	70°38'13"	30.82'	28.91'	S30°14'25"W
C4	115.00'	88°29'17"	177.61'	160.47'	S39°09'57"W
C5	15.00'	57°56'35"	15.17'	14.53'	S54°26'18"W
C6	60.00'	101°22'34"	106.16'	92.85'	S70°24'58"W
C7	240.00'	19°18'04"	80.85'	80.47'	N49°14'42"W
C8	120.00'	34°26'14"	72.12'	71.04'	N56°48'47"W
C9	95.00'	110°47'32"	183.70'	156.39'	N12°00'10"W
C10	70.00'	52°48'48"	64.52'	62.26'	N16°59'12"E
C11	350.00'	20°20'20"	124.24'	123.59'	N19°35'22"W
C12	130.00'	16°56'05"	38.42'	38.28'	N21°17'30"W
C13	76.56'	41°03'35"	54.86'	53.70'	N33°21'14"W



| feaston | J:\2016\0160076.00 - Parker Water OA\Survey\07_Drawings\Exhibits\V-Exhb-TOWN-REATA PAE.dwg | 5/23/2018 10:05 PM |

Farnsworth
GROUP
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, COLORADO 80111
(303) 692-8838 / info@f-w.com

PARKER WATER AND SANITATION DISTRICT
TOWN OF PARKER
PERMANENT ACCESS EASEMENT
NW 1/4 SECTION 36, TOWNSHIP 6 SOUTH, RANGE 66 WEST,
6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO

Project No: 0160076.00
Drawn by: JAN
Approved: FLE
Date: 05/23/2018
Revised:

4 OF 4



Request for Town Council Action

Date: July 16, 2018

Submitted By: John Fussa, Community Development Director
Matt Carlson, Business Recruitment Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.29 - First Reading**
A Bill for an Ordinance to Adopt a New Chapter 4.10 of the
Parker Municipal Code Concerning the Shopping Center
Assistance Program

Department: Economic Development, Matt Carlson
Second Reading: August 6, 2018

EXECUTIVE SUMMARY

The Town currently has a Tax and Fee Assistance Program (TAP) with the stated purpose "...to encourage the recruitment, retention, establishment and/or expansion of retail sales tax-generating businesses and employers within the Town...." The existing TAP program requires an identified end user or tenant, but retail development trends indicate a shift away from this model. The shift is towards mixed-commercial development with smaller retail businesses that are often not known until later in the development process.

A new program, the Shopping Center Assistance Program, is proposed in response to the changing retail development market and the limitations of the current TAP Program. The proposed Program provides the Town with an economic development tool to attract and recruit mixed-commercial development containing a substantial retail component, albeit with smaller end users or tenants that may not be known until later in the development process.

The proposed Program incorporates criteria for participation that raise the barrier to entry and establish financial limitations related to the incentive(s). This will ensure mutually beneficial outcomes for eligible developers and the Town of Parker.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council authorized the Tax and Fee Assistance Program (TAP) in 2009. Since that time, 17 agreements have been approved by Council that have generated significant financial impact within the Town. These agreements have authorized a shareback of enhanced sales taxes that has ranged from 50 to 85 percent over a period that has ranged from three to nine years.

The nature of retail development has evolved away from the anchored retail center and towards an increase in centers with nonretail anchors, such as healthcare, fitness and housing. This is partly a reaction to the Great Recession of 2008-2009 and the advent of online retailers. In Metro Denver, these trends are coupled with rising development costs, a transition toward smaller, mixed-commercial centers, and in Parker the increasing prevalence of difficult development sites.

A consequence of this trend is that commercial developers are requesting assistance in developing sites where they cannot identify the ultimate retail end users or tenants. As a result, they are not eligible for the existing TAP Program and a standard TAP agreement.

Staff has conferred with developers to assess the likelihood and nature of future retail development at key sites in Parker and found a real need exists to assist/incent certain types of projects. The proposed Shopping Center Assistance Program will address this need and support worthwhile commercial development that is being generated by the market while expanding retail sales activity in Parker.

It is staff's opinion that the absence of such assistance would result in the delay or loss of significant development opportunities to areas with more robust demographic and market support characteristics.

Therefore, the new Shopping Center Assistance Program is proposed to address this challenge. A summary of the basis for participation is:

1. Applies to prospective or unknown retail businesses that are part of a new shopping center;
2. Shopping center includes a group of two or more commercial buildings not less than 30,000 square feet, of which 50 percent of the leasable space is for retail-sales-tax-generating businesses and employment of not less than 50 full-time employees;
3. No base amount;
4. No rebate or sharing of fees and retail sales tax in excess of 50 percent;
5. No rebate or sharing for more than 10 years or the maximum agreed-upon amount, whichever occurs first;

6. Limited to the initial development of a new shopping center;
7. No participation in the existing TAP Program if the developer elects to use the Shopping Center Assistance Program; and
8. The Town Council approves all agreements for the Shopping Center Assistance Program.

FINANCIAL IMPACT

None. The proposal is expected to be revenue positive

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 8.29

RECOMMENDED MOTION

I move to approve Ordinance No. 8.29 on first reading and to schedule second reading for August 6, 2018, as part of the consent agenda.

ORDINANCE NO. 8.29, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO ADOPT A NEW CHAPTER 4.10 OF THE PARKER MUNICIPAL CODE CONCERNING THE SHOPPING CENTER ASSISTANCE PROGRAM

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

Section 1. Title 4 of the Parker Municipal Code is amended by the addition of a new Chapter 4.10 to read as follows:

Chapter 4.10 Shopping Center Assistance Program

4.10.010 Established.

There is established within the Town a Shopping Center Assistance Program (the "Program"). The program is limited to the initial development of a shopping center as provided herein. Participation of the applicant in this program for a shopping center or a parcel shall eliminate the parcel from the Tax and Fee Assistance Program described in Chapter 4.02 of this Code.

4.10.020 Purpose.

The purpose of the Program created by this chapter is to encourage the establishment of new shopping centers that contain retail sales-tax-generating businesses within the Town, thereby stimulating the economy of and within the Town, providing employment for residents of the Town and others, further expanding the goods and services available for purchase and consumption by businesses and residents of the Town, and further increasing the sales taxes and fees collected by the Town, the collection of which will enable the Town to provide expanded and improved municipal services to and for the benefit of the businesses and residents of the Town, while at the same time providing public or public-related improvements at no cost, or at deferred cost, to the Town and its taxpayers and residents.

4.10.030 Definitions.

As used in this Chapter and all Sections thereof, the following phrases shall have the following meanings:

Applicant means the owner of real property upon which a shopping center is proposed on a parcel.

Sales tax means the Town sales tax defined by Chapter 4.04 of this Code, excluding that portion of the Town sales tax subject to Subsection 4.10.080(b) of this Chapter.

Fees mean the amount of building permit fees and construction use taxes collected by the Town, excluding the Douglas County use tax and that portion of the Town use tax subject to Subsection 4.10.080(b) of this Chapter, during the construction permitting process for initial construction of a shopping center participating in the Program created under this Chapter.

Operator means the owner or potential owner of a proposed shopping center that is seeking assistance from the Program created by this Chapter.

Owner means the record owner or potential record owner of the parcel upon which a proposed shopping center will be operated.

Shopping center means a group of two (2) or more commercial buildings planned, developed and generally managed as a unit with common areas for off-street parking, landscaping and open space provided on the parcel(s).

Parcel means a lot, tract, plot or portion of a subdivision or other parcel of land held in single ownership and not divided by a public right-of-way, so long as such area of land complies with the Parker Land Development Ordinance. A proposed shopping center shall constitute a single parcel.

Retail sales tax generating business means an establishment that principally engages in the direct sale to the end user of tangible goods and services that are subject to taxation under Chapter 4.03 of this Code.

4.10.040 Basis for participation.

Participation in the Program shall be based upon approval of two-thirds (2/3) of the entire Town Council, exercising its legislative discretion in good faith. Any owner or operator of a proposed shopping center who proposes to locate a shopping center in Parker may apply to the Town for inclusion within the Program; provided that the proposed shopping center is reasonably likely to generate sales taxes, permit fees and/or construction use taxes within the Town in the first year of operation. Application for inclusion in the Program must be made prior to the issuance of the first certificate of occupancy associated with a proposed shopping center. Participants in the Program shall be limited to those proposed shopping centers that meet the following criteria:

(1) The proposal includes the development of buildings as part of the proposed shopping center that are commercial in nature and located within areas of the Town's Master Plan that are identified as Community or Neighborhood Commercial Centers or are otherwise located in zones or areas identified as commercial in nature;

(2) The proposal provides for the development of two (2) or more commercial buildings with a collective gross floor area (GFA) of not less than thirty thousand (30,000) square feet within the Town that will be constructed as part of the proposed shopping center;

(3) The proposal will identify types of retailers and establish a minimum threshold of fifty percent (50%) of leasable space as “retail sales tax generating business” for participation in sales tax share back as identified elsewhere in this section;

(4) The proposal will anticipate an aggregate employment of not less than fifty (50) employees (full-time equivalent employees);

(5) The proposal provides that the applicant has made, or be contractually obligated to make, all public improvements required in either the Town’s zoning or subdivision ordinances;

(6) Participation in the Program shall be based on the applicant’s ability to provide for significant public or quasi-public improvements as referenced in Paragraph 4.10.090(2) of this Chapter;

(7) Any proposed shopping center that meets or exceeds each of the criteria set forth herein may apply to the Town for a rebate of taxes and fees generated by the proposed shopping center as follows:

a. A percentage of fees not to exceed fifty percent (50%), as defined elsewhere in this Section, for a period not to exceed ten (10) years; and

b. A percentage of sales taxes not to exceed fifty percent (50%), as defined elsewhere in this Section, generated by the proposed shopping center, for a period not to exceed ten (10) years and payable as outlined in Section 4.10.070 of this Chapter.

The Finance Director may conduct an annual audit to determine if the proposed shopping center meets or exceeds the criteria contained in this Section during the term of the Agreement.

4.10.050 Approval of agreement; conditions; effect.

Approval by the Town Council of an Agreement implementing this Program shall entitle the successful applicant to share in sales taxes and fees derived from the proposed shopping center in an amount which shall not exceed the amount specified in the agreement required by Section 4.10.100 of this Chapter (the "Program Agreement" or "Agreement"); provided, however, that the applicant may use said amounts only for public or public-related improvements such as those specified in Section 4.10.060 of this Chapter and which are expressly recommended by the Town Administrator for approval by the Town Council at the time of consideration of the application. The time period in which said sales taxes or fees may be shared shall not commence until: (1) all public or public-related improvements are completed and meet all Town standards and Code requirements; and (2) a minimum of twenty-five percent (25%) of the leasable space of the shopping center is a “sales-tax-generating” retail business(es) that is open to the public; provided, however, that there shall be no further sharing of

taxes if, within two (2) years of the date that the sharing commences for the shopping center, the minimum threshold of fifty percent (50%) of leasable space of the shopping center is a “sales-tax-generating” retail business(es) that is open to the public, is not satisfied. In the event that the sharing of sales taxes ceases as provided in the preceding sentence, the sharing of sales tax will resume once the minimum threshold described in the preceding sentence is satisfied. The time period for the Agreement shall be limited by the Town Council, in its discretion, to a specified time, which shall not exceed ten (10) years, or until a specified amount is reached, whichever occurs first.

4.10.060 Permitted uses of funds.

(a) The uses to which said shared sales taxes or fees may be put by an applicant shall be limited to obligations and/or improvements which are public or public-related in nature, and which are specifically identified as eligible for Program funding as part of the Program Agreement required by Section 4.10.100 of this Chapter and which, if required by the Town, are subject to a subdivision agreement or development agreement.

(b) By way of example, and not limitation, eligible obligations and improvements which are public or public-related in nature include streets, sidewalks, curbs, gutters, pedestrian malls, streetlights, drainage facilities, landscaping, decorative structures, redevelopment of existing properties, occupancy of existing vacant space, expansion or creation of jobs in the Town, public art, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, restrooms, information booths, public meeting facilities and all necessary, incidental building facades, architectural enhancements, and appurtenant structures and improvements, together with the relocation, extension, undergrounding or improvement of existing utility lines and any other improvements of a similar nature which are specifically approved by the Town Council.

4.10.070 Program payments.

(a) For Program Agreements utilizing sales tax incentives, payments shall be made no less than annually and no more than quarterly, as the Town and applicant shall agree and satisfaction of the requirements of this chapter and the Program Agreement.

(b) For Programs utilizing fees, payments shall be made in either incremental payments or a lump-sum payment as provided in the Program Agreement approved by the Town Council. Such payments shall commence no earlier than the issuance of a certificate of completion or certificate of occupancy for the proposed shopping center and satisfaction of the requirements of this Chapter and of the Program Agreement.

(c) No interest shall be paid on any amounts shared pursuant to any Program Agreement.

4.10.080 Existing tax revenue sources unaffected.

(a) It is an overriding consideration and determination of the Town Council that existing sources of Town sales tax and fee revenues shall not be used, impaired or otherwise affected by the Program. It shall be the affirmative duty of the Finance Director of the Town to collect and hold all Program sales taxes and fees to be shared in separate vendor accounts maintained by the Finance Department for sales taxes and fees generated by and collected as a part of the Program and to provide an accounting system which accomplishes the overriding purpose of this Chapter. It is conclusively stated by the Town Council that this Chapter would not be adopted or implemented but for the provision of this Section.

(b) Without limiting the foregoing Subsection (a) above, it is conclusively stated that there shall be excluded from the Program and any Program Agreement the one-half-percent (0.50%) sales and use taxes for parks and recreation and related purposes as authorized by the registered electors of the Town and set forth in Chapter 4.04 of this Code. Such revenues shall not be used, impaired or otherwise affected by the Program Agreement.

4.10.090 Criteria for approval.

Approval of an application for inclusion in the Program shall require the affirmative vote of two-thirds (2/3) of the entire Town Council, at a public hearing held as a portion of a regularly scheduled Town Council meeting, based upon Town Council consideration of the following criteria:

(1) The amount of fees and sales taxes which are reasonably anticipated to be derived by the Town through the establishment of the proposed shopping center.

(2) The public benefits which are provided by the applicant through public works, public or public-related improvements, additional and/or retained jobs and employment opportunities for Town residents and others, to include:

- a. The quality of the proposed shopping center.
- b. Utilization of an existing building(s).
- c. The complementing of existing Parker businesses (*i.e.*, a buyer or supplier that serves an existing business in the Town).
- d. The representation of redevelopment to an area or building in the Town.

- e. The creation or enhancement of a vibrant and unique downtown.
 - f. The contribution to the diversity of retail or to the diversity of jobs or employment opportunities within the Town.
 - g. Bringing a value-added result to the Town or a development within the Town (*e.g.*, by moving the company's corporate headquarters to the Town).
 - h. The growth and expansion of an existing business in Parker.
 - i. The representation of expenditures which may be deferred by the Town, based upon public or public-related improvements to be completed by the applicant.
- (3) The amount of expenditures which may be deferred by the Town based upon public or public-related improvements to be completed by the applicant.
- (4) The conformance of the applicant's proposed shopping center with the comprehensive plan and zoning ordinances of the Town.
- (5) Whether a proposed Program Agreement required by Section 4.02.100 of this Chapter has been reached, which Program Agreement shall contain and conform to all requirements of said Section 4.10.100 of this Chapter.

4.10.100 Agreement with Town; required; contents.

Each application for approval submitted to the Town Council shall be subject to approval by the Town Council solely on its own merits. Approval of an application shall require that the Program Agreement be executed by the applicant and the Town, which Agreement shall, at a minimum, contain:

- (1) A list of those public or public-related improvements which justify the applicant's approval and the amount which shall be spent on such improvements;
- (2) The maximum amount of sales taxes or fees to be shared, the timing of payment of any such shared taxes or fees and the maximum time during which the Agreement shall continue, it being expressly understood that any such Agreement shall expire and be of no further force and effect upon the occurrence of the earlier to be reached of the maximum time of the Agreement (whether or not the maximum amount to be shared has been reached) or the maximum amount to be shared (whether or not the maximum time set forth has expired);

(3) A statement that the Agreement is a personal agreement which does not run with the land and may not be assigned, except by approval of an assignment and assumption agreement by the Town Council, in the exercise of its sole discretion;

(4) A statement that the Agreement shall never constitute a multiyear fiscal obligation, debt or other obligation of the Town within the meaning of any constitutional or statutory provision;

(5) A provision that any sales taxes or fees subject to sharing shall be escrowed in the event there is a legal challenge to the Program or the approval of any application therefor;

(6) An affirmative statement that the obligations, benefits and provisions of the Agreement may not be assigned in whole or in any part without the express written authorization of the Town Council, in the exercise of its sole discretion, and further that no third party shall be entitled to rely upon or enforce any provision of the Agreement;

(7) A statement that the Agreement shall be subject to the annual appropriation of sufficient funds for payments as provided in this Chapter, pursuant to Section 20, Article X of the Colorado Constitution;

(8) A statement that the applicant shall have no right, claim, lien or priority in or to the Town's sales or use tax revenue superior to or on parity with the rights, claims or liens of the holders as any sales or use tax revenue bonds, certificates of participation, notes, certificates or debentures payable from or secured by any sales or use taxes, existing or hereafter issued by the Town; and that all rights of the successful applicant are, and at all times shall be, subordinate and inferior to the rights, claims and liens of the holders of any and all such existing or hereafter issued sales or use tax revenue bonds, certificates of participation, notes, certificates or debentures, payable from or secured by any sales or use taxes issued by the Town;

(9) A statement that the applicant will be required to pay all other fees and taxes, including impact fees, taxes and charges regularly imposed uniformly on new development in the Town; and

(10) Any other provisions agreed upon by the parties and approved by the Town Council.

4.10.110 Findings.

The Town Council has enacted this Chapter as a joint benefit to the public at large and to private owners for the purposes of: providing the Town with increased sales tax and fee revenues generated upon and by a shopping center as a result of the Program; providing incentives for shopping centers to establish “sales-tax-generating business” and to create additional jobs within the Town;

providing for public and public-related improvements to be completed by the private owners through no debt obligation being incurred on the part of the Town, and allowing applicants an opportunity to improve properties which generate sales taxes, which improvements make those properties more competitive in the marketplace; and further providing to the applicant additional contingent sources of revenues for upgrading such properties. The Town Council specifically finds and determines that creation of the Program is consistent with the Town's powers as a home rule municipal corporation, and that exercise of said powers in the manner set forth in this Chapter is in furtherance of the public health, safety and welfare. Notwithstanding any provision of this Chapter, the Town shall never be a joint venturer in any private entity or activity which participates in the Program, and the Town shall never be liable or responsible for any debt or obligation of any participant in the Program.

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



Request for Town Council Action

Date: July 16, 2018

Submitted By: Michelle Kivela, Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-047**
A Resolution to Amend the Administrative Organization Plan for the Town of Parker

Department: Town Administrator, Michelle Kivela

EXECUTIVE SUMMARY

The Town Administrator is responsible for proposing a plan for the administrative organization of the Town (the "organization plan"), subject to Town Council approval. The Town Administrator wishes to amend the organization plan and requests Town Council approval of the proposed amendment.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under Section 2.03.020(e)(10) of the Parker Municipal Code, the Town Administrator is responsible for proposing the organization plan for adoption by Town Council. The Town Administrator is proposing an amendment to the organization plan, which is described in Resolution No. 18-047.

The amended organization plan shifts the oversight of the IT Department from the Deputy Town Administrator to the Finance Director and the Municipal Court Division to the Assistant to the Town Administrator. The adjustment allows for improved communication, guidance and more efficiency with regard to allocation of resources.

Attached for the Town Council's information is the current organizational chart dated October 1, 2017 and the proposed organizational chart illustrating the proposed changes.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-047
2. Org Chart 10.1.17 - Position Names
3. Org Chart 7 16 18 - Position Names

RECOMMENDED MOTION

I move to approve Resolution No. 18-047, as a part of the consent agenda.

RESOLUTION NO. 18-047, Series of 2018

TITLE: A RESOLUTION TO AMEND THE ADMINISTRATIVE ORGANIZATION PLAN FOR THE TOWN OF PARKER

WHEREAS, Section 2.03.020(e)(10) of the Parker Municipal Code authorizes the Town Administrator to "propose for adoption by Council, at any time or from time to time, a plan of administrative organization of the Town government, which plan shall be adopted by the Council by resolution or ordinance;

WHEREAS, the Town Administrator proposes amendments to the administrative organization plan of the Town government; and

WHEREAS, The Town Council desires to approve the amendments proposed by the Town Administrator.

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

Section 1. The Town Council of the Town of Parker hereby approves the administrative organization plan for the Town of Parker, as amended, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2018.

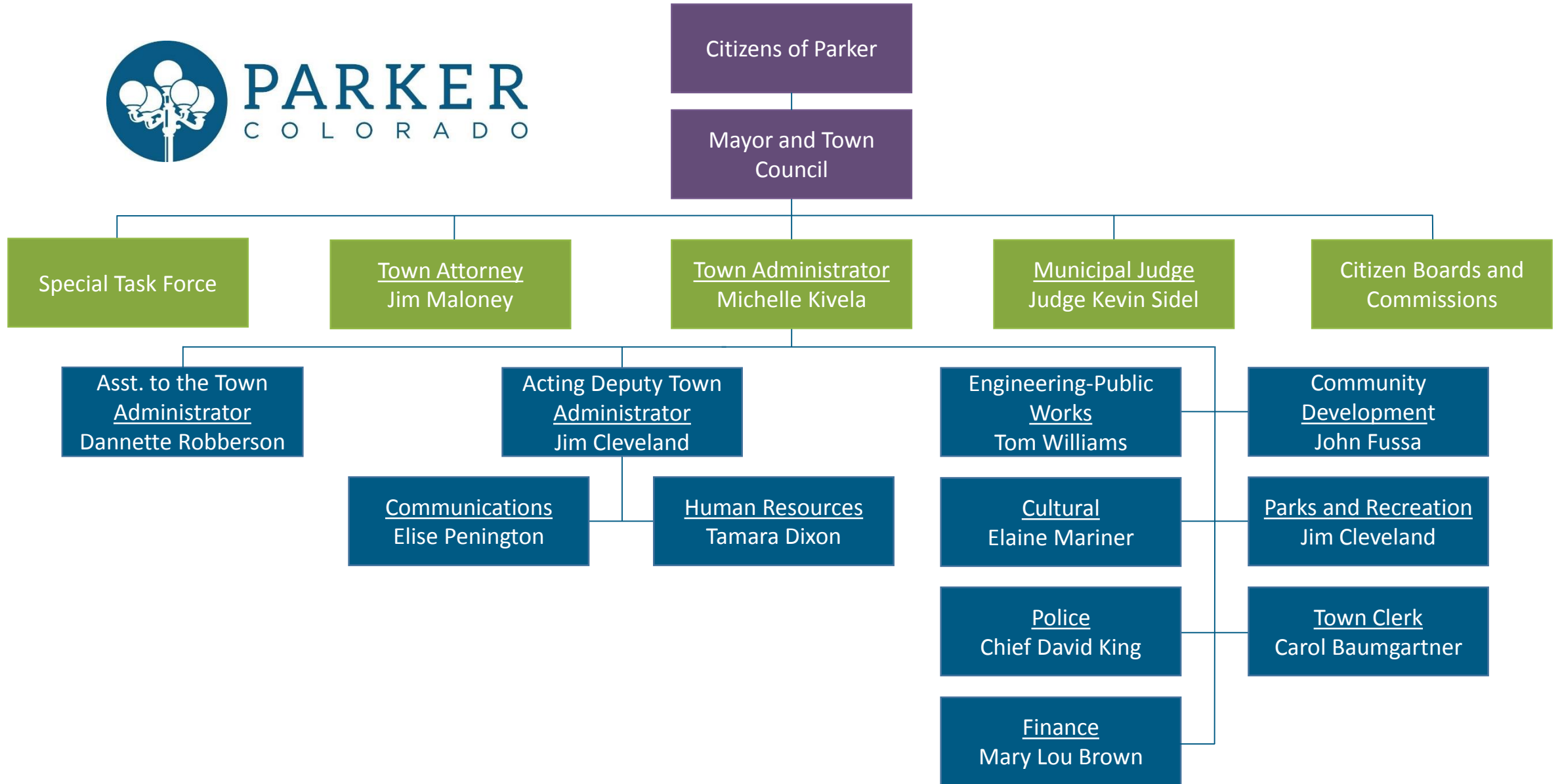
TOWN OF PARKER, COLORADO

Mike Waid, Mayor

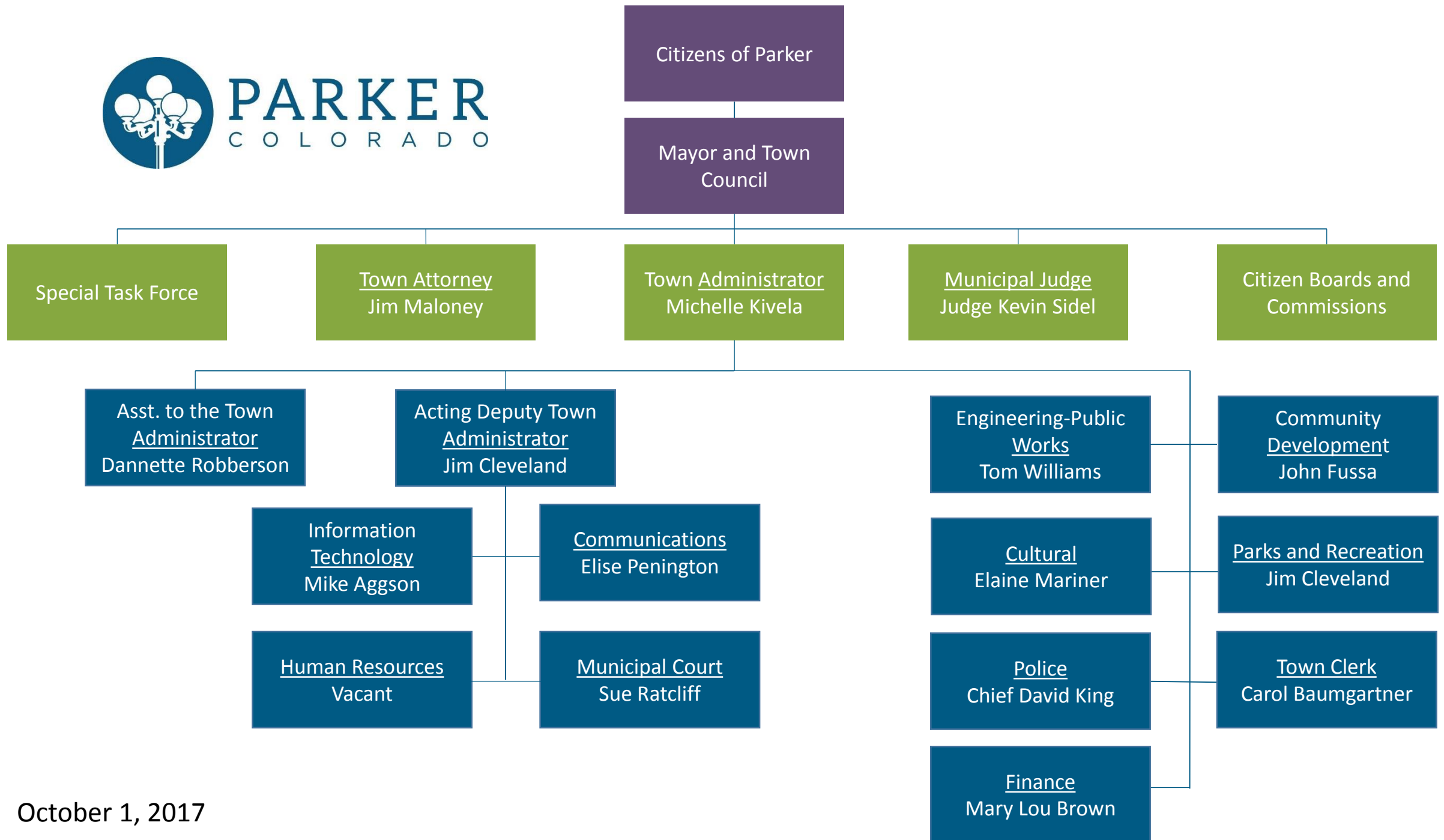
ATTEST:

Carol Baumgartner, Town Clerk

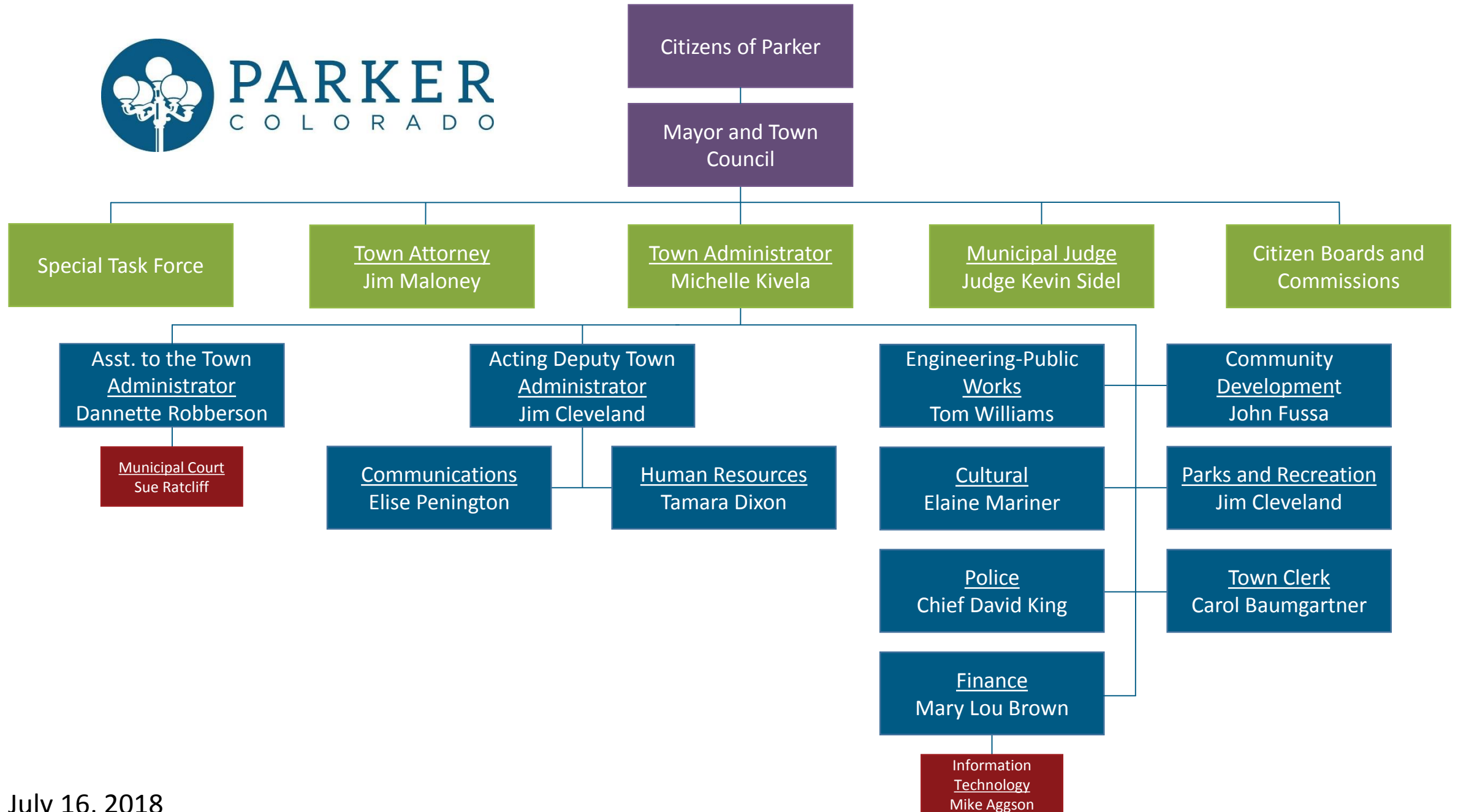
EXHIBIT A



July 16, 2018



October 1, 2017



July 16, 2018



Request for Town Council Action

Date: July 16, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-048**
A Resolution Finding Substantial Compliance of the Parker
Pointe Property's Annexation Petition with C.R.S. § 31-12-107
and Setting a Public Hearing on August 20, 2018, for the
Purpose of Considering Said Annexation

Applicant: Parker and Stroh, LLC

Location: Southeast Corner of Parker Road and
Stroh Road

Department: Community Development, Paul
Workman

TRAKiT No.: ANX17-008

EXECUTIVE SUMMARY

The subject property is located at the southeast corner of Parker Road and Stroh Road in unincorporated Douglas County. The property owner, Parker & Stroh, L.L.C. has submitted an Annexation Petition to annex their land into the Town of Parker.

The subject property is located within the Town's Urban Growth Boundary in a designated Community Center for future commercial use. Subject to annexation, the applicant intends to zone and develop the property for commercial businesses. The proposal to annex the property into the Town is therefore consistent with the Parker 2035 Master Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property has a total area of approximately 14 acres and contains a vacant house and multiple accessory structures. Staff review indicates that the property is adjacent to the Town of Parker and meets the requirement for at least one-sixth contiguity per the Municipal Annexation

Act. The approval of this resolution will set a public hearing date of August 20, 2018 for Town Council to consider and make a determination about the Annexation Petition.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Signed Annexation Petition
2. Vicinity Map
3. Resolution No. 18-048

RECOMMENDED MOTION

I move to approve Resolution No. 18-048 as part of the consent agenda.

Petition for Annexation

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

*20120 East Mainstreet
Parker, CO 80138*

**RE: PROPERTY KNOWN AS:
Parker Pointe**

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

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

Your Petitioners further state as follows:

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

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

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

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

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the Town of Parker, Colorado, consisting of _____ pages, including this page, and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

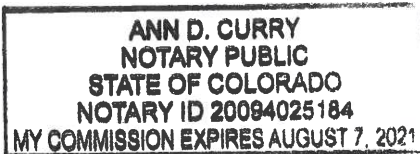

Circulator

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing Affidavit of Circulator was acknowledged before me this 7 day of June, 2018, by Daniel Vacarella.

My commission expires: August 7, 2021.

(SEAL)




Notary Public

PETITION: Parker Pointe
(Annexation Name)

[illegible]

Exhibit A

Legal Description

A part of a Tract of land situated in the NE 1/4 of Section 3, T.7S., R.66W., of the 6th P.M., Town of Parker, State of Colorado, and being more particularly described as follows:

Commencing at the NE Corner of said Section 3;

Thence S00°16'55"W along the East Line of said NE 1/4 of Section 3, a distance of 30.00 feet to a point on the South R.O.W. Line of Stroh Road and the **Point of**

Beginning;

Thence S00°16'55"W along said East Line, a distance of 1414.00 feet;

Thence N78°38'39"W a distance of 490.67 feet to a point on the Easterly R.O.W. Line of South Parker Road (State Highway 83);

Thence N01°30'59"E along said Easterly R.O.W., a distance of 1317.76 feet to the intersection of the Easterly Line of South Parker Road and the South R.O.W. Line of Stroh Road;

Thence N89°59'29"E along said South R.O.W. Line, a distance of 453.15 feet to the **Point of Beginning.**

Parcel Contains (638,911 Square Feet) 14.6674 Acres

Date prepared: May 2, 2016

Date of last revision:

Prepared by: Charles N. Beckstrom, PLS No. 33202

for and on behalf of

Engineering Service Company

1300 South Potomac Street, Suite 126

Aurora, Colorado 80012

Phone: 303-337-1393

cbeckstrom@engineeringserviceco.com



Vicinity Map



RESOLUTION NO. 18-048, Series of 2018

TITLE: A RESOLUTION FINDING SUBSTANTIAL COMPLIANCE OF THE PARKER POINTE PROPERTY'S ANNEXATION PETITION WITH C.R.S. § 31-12-107 AND SETTING A PUBLIC HEARING ON AUGUST 20, 2018, FOR THE PURPOSE OF CONSIDERING SAID ANNEXATION

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the Parker Pointe Property, which is described on attached **Exhibit A** (the "Real Property");

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

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

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

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

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

Section 2. A public hearing on the eligibility of the Real Property to be annexed into the Town will be conducted on August 20, 2018, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Colorado Revised Statutes, Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

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

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUNNING WEST, 486 FEET; THENCE SOUTH 2°20' WEST, 1330 FEET; THENCE SOUTH 78°30' EAST, 535 FEET; THENCE NORTH, 1444 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN EAST STROH ROAD AND EXCEPT THAT PORTION THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, CASE NO. 90CV484 RECORDED MAY 11, 1993 IN BOOK 1124 AT PAGE 853, COUNTY OF DOUGLAS, STATE OF COLORADO.

PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES MORE OR LESS.



Request for Town Council Action

Date: July 16, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION No: 18-049**
A Resolution Accepting the Conveyance of a Drainage Easement from Parker Water and Sanitation District for Lemon Gulch

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

The Town of Parker has requested a drainage easement over Lemon Gulch on the Parker Water property south of Stroh Road and East of Crowfoot Valley Road. The drainage easement is necessary to provide for transitional grading downstream of the proposed Lemon Gulch at Meadowlark Stormwater Capital Improvement Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is working with Meritage Homes and Urban Drainage and Flood Control District on stabilization improvements to Lemon Gulch adjacent to the Meadowlark development site. Parker Water and Sanitation District is the property owner directly downstream of the Meadowlark property. The engineering design recommends bank grading extending through the Parker Water property to provide for a smooth transition. The Town requested a drainage easement from Parker Water for this grading and any additional future needs related to construction and/or maintenance in the gulch. Parker Water has reviewed the agreement and has agreed to provide the requested drainage easement.

FINANCIAL IMPACT

None. Associated grading and restoration will be completed by the developer.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 18-049

RECOMMENDED MOTION

I move to approve Resolution No. 18-049, as part of the consent agenda.

RESOLUTION NO. 18-049, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A DRAINAGE EASEMENT FROM PARKER WATER AND SANITATION DISTRICT FOR LEMON GULCH

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

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of a drainage pipe and appurtenant drainage facilities from Parker Water and Sanitation District for Lemon Gulch, as provided in the Drainage Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Easement Agreement") is dated this ____ day of _____, 2017, by the Parker Water and Sanitation District, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134 ("Grantor"), and the Town of Parker, a Colorado home rule municipality, having an address of 20120 East Mainstreet, Parker, Colorado 80138 ("Grantee").

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

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

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

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

2. Title. Grantor makes no warranties as to title to the Easement Property.

3. Operation and Maintenance.

a. The operation and maintenance of the drainage facilities described herein and located within the Easement Property shall be the responsibility of the Grantee.

b. If Grantee fails to adequately maintain the drainage facilities located within the Easement Property, and within fourteen (14) days after the date of written notice from Grantor, fails to correct the maintenance problem, or fails to begin to clean, cure or correct such problem within fourteen (14) days if such problem cannot be reasonably cleaned, cured or corrected within fourteen

(14) days, and fails to diligently prosecute such cleaning, cure or correction to completion, then Grantor may do so as provided herein. Notwithstanding the foregoing, Grantor may, in the event of an emergency, as determined by Grantor in its sole discretion, clean, cure or correct any damage caused by Grantee's failure to adequately maintain the drainage facilities located within the Easement Property. The Grantee shall reimburse the Grantor for the cost of such maintenance.

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

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

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

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

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

7. Miscellaneous.

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

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

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

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

**GRANTOR: PARKER WATER AND
SANITATION DISTRICT**

Ron R. Redd, P.E., District Manager

ATTEST:

Maleia Good, Executive Coordinator

GRANTEE: TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

A DRAINAGE EASEMENT BEING A PORTION OF THOSE CERTAIN PARCELS DESCRIBED IN THE FINAL RULE AND ORDER RECORDED DECEMBER 6, 2004 AT RECEPTION NUMBER 2004124024 AND THE RULE AND ORDER RECORDED SEPTEMBER 12, 2003 AT RECEPTION NUMBER 2003143247 IN THE OFFICIAL RECORDS OF THE CLERK AND RECORDER'S OFFICE, COUNTY OF DOUGLAS, STATE OF COLORADO, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, FROM WHENCE THE NORTH QUARTER CORNER BEARS NORTH 89°33'32" EAST, A DISTANCE OF 2,649.03 FEET, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO;

THENCE ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER SOUTH 00°23'14" EAST, A DISTANCE OF 1,534.47 FEET TO THE NORTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED DECEMBER 5, 2005 AT RECEPTION NUMBER 2005116760 IN SAID CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 83°09'26" EAST, A DISTANCE OF 392.08 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID FINAL RULE AND ORDER RECORDED AT RECEPTION NUMBER 2004124024 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID FINAL RULE AND ORDER NORTH 00°26'18" WEST, A DISTANCE OF 160.00 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY NORTH 72°41'20" EAST, A DISTANCE OF 182.69' TO THE WESTERLY ABUTMENT OF A CONCRETE BRIDGE;

THENCE ALONG SAID ABUTMENT AND SOUTHWESTERLY EDGE OF SAID CONCRETE BRIDGE SOUTH 32°09'15" EAST, A DISTANCE OF 266.79 FEET TO THE MOST SOUTHWESTERLY CORNER OF THE DECK OF SAID CONCRETE BRIDGE;

THENCE SOUTH 69°58'32" WEST, A DISTANCE OF 209.55 FEET TO THE WESTERLY BOUNDARY OF SAID RULE AND ORDER RECORDED AT RECEPTION NUMBER 2003143247;

THENCE ALONG SAID WESTERLY BOUNDARY NORTH 00°21'30" WEST, A DISTANCE OF 85.00 FEET TO THE SOUTHERLY BOUNDARY OF SAID FINAL RULE AND ORDER RECORDED AT RECEPTION NUMBER 2004124024;

THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH 89°09'24" WEST A DISTANCE OF 117.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 1.290 ACRES, (56,198 SQUARE FEET), MORE OR LESS.

ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

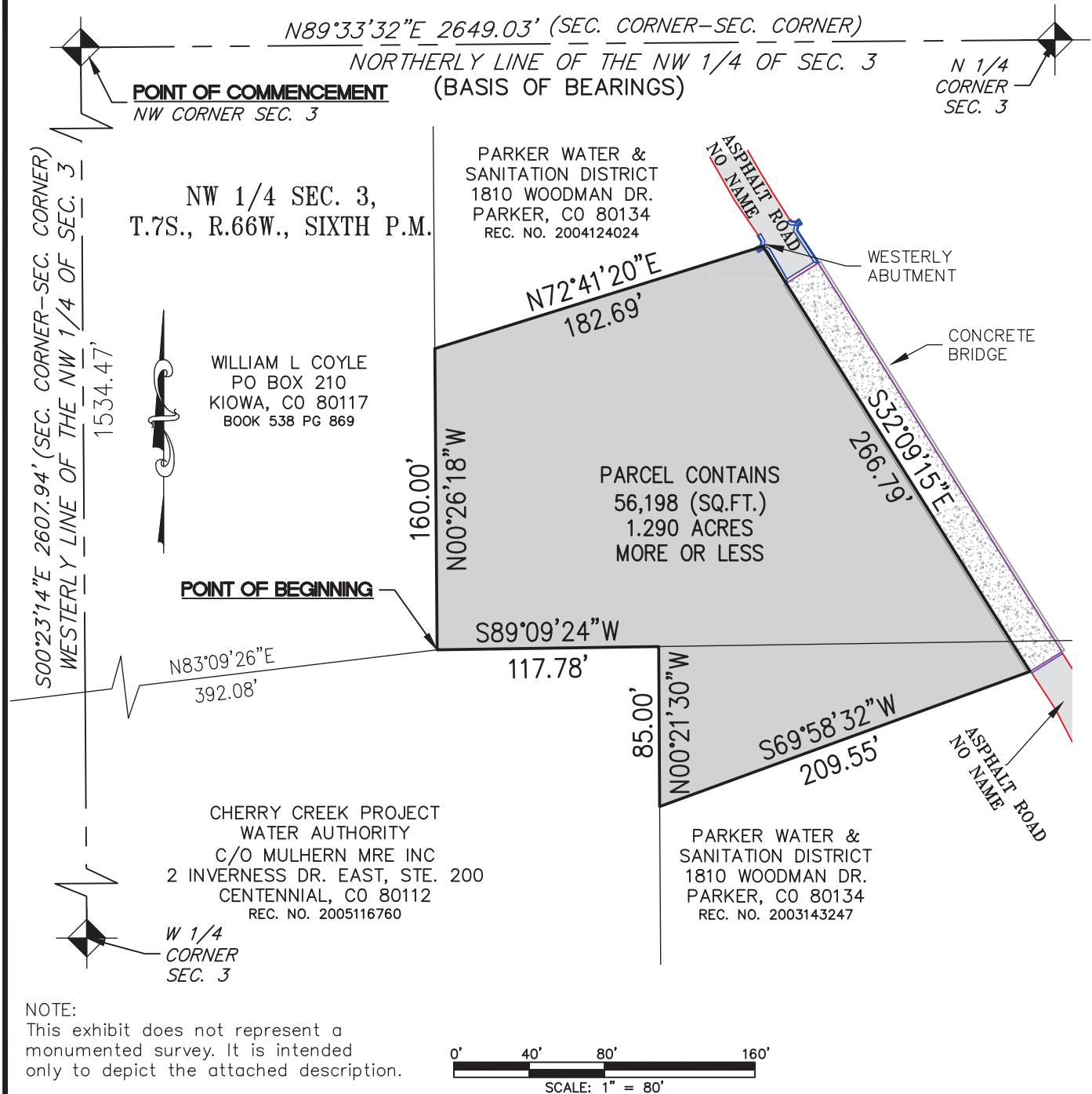
EXHIBIT ATTACHED AND MADE A PART HEREOF.



DANIEL E. DAVIS, PLS 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE. SUITE 1, LITTLETON CO 80122
303.327.7488
AZTEC PROJECT NO. 24918-09

ILLUSTRATION FOR EXHIBIT A

SHEET 2 OF 2



PARKER WATER AND SANITATION DISTRICT

DRAWN BY: KRW	SCALE: 1"=80'	R-O-W FILE NO.
CHECKED BY: JRW	DATE: 4/26/2018	JOB NO. 24918-09

A DRAINAGE EASEMENT
 SITUATED IN THE SW 1/4 OF SEC. 3
 T.7S., R.66W., SIXTH P.M.
 COUNTY OF DOUGLAS
 STATE OF COLORADO



Request for Town Council Action

Date: July 16, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-050**
A Resolution Accepting the Bargain and Sale Deed and Assignment from the Board of County Commissioners of Douglas County for All of Douglas County's Present and Future Right, Title and Interest in the Senior Center Property

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of the "Bargain and Sale Deed and Assignment" (the "Deed") is to transfer from Douglas County to the Town two (2) covenants/restrictions related to the use of the Senior Center property that were originally contained in a 1992 deed for the benefit of Douglas County.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 1979, the developer of the Parker North subdivision located in unincorporated Douglas County dedicated the Senior Center property located at 10675 Longs Way to Douglas County for "public use." At that time, the Senior Center property was located in unincorporated Douglas County. In 1985, Douglas County quit claimed the Senior Center property to the Douglas County Council on Aging, Inc. On January 6, 1989, the Articles of Incorporation for the Parker Senior Center, Inc., were filed with the Colorado Secretary of State. On April 16, 1989, the Senior Center property was annexed into the Town.

On February 25, 1992, the Douglas County Council on Aging, Inc., quit claimed the Senior Center property to Parker Senior Center, Inc. On July 10, 1992, Parker Senior Center, Inc., quit claimed the Senior Center property back to the Douglas County Council on Aging, Inc. On July 10, 1992 (the same day), the Douglas County Council on Aging, Inc., quit claimed the Senior Center property back to the Parker Senior Center, Inc., with the following restrictions:

“For so long as said property is used for senior citizen services, and if said property should ever cease to be so used, then and in that event, title shall pass to the Board of County Commissioners of Douglas County.

“Said property shall not be encumbered without the written approval of the Board of County Commissioners of Douglas County. This approval will not be unreasonably withheld. This restrictive covenant shall run with the land.”

On December 18, 1992, the Douglas County Council on Aging, Inc., was dissolved.

The attached Deed between Douglas County and the Town will transfer Douglas County’s interest in the two (2) restrictions described above from Douglas County to the Town.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-050

RECOMMENDED MOTION

I move to approve Resolution No. 18-050.

RESOLUTION NO. 18-050, Series of 2018

TITLE: A RESOLUTION ACCEPTING THE BARGAIN AND SALE DEED AND ASSIGNMENT FROM THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY FOR ALL OF DOUGLAS COUNTY'S PRESENT AND FUTURE RIGHT, TITLE AND INTEREST IN THE SENIOR CENTER PROPERTY

WHEREAS, the Town Council of the Town of Parker desires to accept the Bargain and Sale Deed and Assignment from the Board of County Commissioners of the County of Douglas County for the Parker Senior Center;

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

WHEREAS, the Town Council of the Town of Parker desires to accept the Bargain and Sale Deed and Assignment specified hereinbelow to the Town by this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby accepts Bargain and Sale Deed and Assignment attached as **Exhibit 1**, and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

After Recording Return To:
Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7335
Attn: Jim Maloney, Esq.

BARGAIN AND SALE DEED AND ASSIGNMENT

WHEREAS, Douglas County Council on Aging, Inc., a Colorado non-profit corporation (“**DCCOA**”), transferred that certain property described on **Exhibit A** attached hereto and made a part hereof, in the County of Douglas, State of Colorado (the “**Property**”) to Parker Senior Center, Inc., a Colorado nonprofit corporation pursuant to that certain Quit Claim Deed dated July 9, 1992 and recorded on July 10, 1992 at Book 1069 Page 0724 (the “**Senior Center Deed**”); and

WHEREAS, the Senior Center Deed provides that the Property was conveyed to Parker Senior Center, Inc. “For so long as said property is used for senior citizen services, and if said property shall ever cease to be so used, then and in that event, title shall pass to the Board of County Commissioners of Douglas County.”; and

WHEREAS, the Senior Center Deed also provides that “Said property shall not be encumbered without the written approval of the Board of County Commissioners of Douglas County. This approval will not be unreasonably withheld. This restrictive covenant shall run with the land.”; and

WHEREAS, in the event that Property ceases to be used for senior citizen services and title passes to the Town of Parker, then in that event the Property shall be used for the benefit of the general public, which the County considers as keeping with the intent for which it received a potential future interest; and

WHEREAS, the Board of County Commissioners of Douglas County wishes to assign, convey and transfer all of its present and future right, title and interest in and to the Property to the Town of Parker, Colorado;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Board of County Commissioners of Douglas County, Colorado (“**Grantor**”), whose address is 100 Third Street, Castle Rock, Colorado, Grantor does hereby sell, assign, and convey to the **TOWN OF PARKER**, a Colorado home rule municipality (“**Grantee**”), whose street address is 20120 East Mainstreet, Parker, Colorado 80138, County of Douglas, State of Colorado, all of Grantor’s right, title and interest in and to the Property, including without limitation any and all present and after-acquired rights of reverter and rights and obligations of approval. By execution of this Bargain and Sale Deed and Assignment, Grantee hereby acknowledges and accepts such deed and assignment. Signed this ____ day of June, 2018.

GRANTOR:

Board of County Commissioners of Douglas
County, Colorado

By: Lora L. Thomas
Name: Lora-L. Thomas
Title: Chair

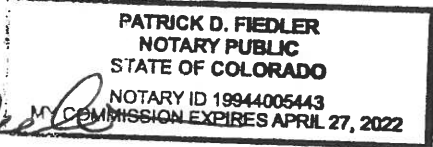
STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of JUNE, 2018, by Lora L. Thomas as the Chair of the Board of County Commissioners of Douglas County, Colorado.

My commission expires: _____

SEAL

Patrick D. Fiedler
Notary Public



GRANTEE:

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description of the Property:

A tract of land situated in the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 15, Township 6 South, Range 66 West of the 6th P.M. and being a portion of Tracts D and I of Parker North Subdivision and being more particularly described as follows:

Commencing at the Southwest corner of Tract D according to the recorded plat of Parker North and considering the west line of said Tract D to bear North 0 degrees 33 minutes 25 seconds West with all bearings contained herein relative thereto;

Thence North 0 degrees 33 minutes 25 seconds West a distance of 60.00 feet;

Thence North 89 degrees 26 minutes 35 seconds East a distance of 101.75 feet to the true point of beginning;

Thence North 89 degrees 26 minutes 35 seconds East a distance of 390.78 feet to a point of curve;

Thence Northeasterly along the arc of a curve to the left a distance of 97.09 feet, said curve has a radius of 164.73 feet and a central angle of 33 degrees 46 minutes 05 seconds to a point of tangent;

Thence North 55 degrees 40 minutes 30 seconds East along said tangent a distance of 22.35 feet;

Thence North 34 degrees 19 minutes 30 seconds West a distance of 245.00 feet;

Thence S 55 degrees 40 minutes 30 seconds West a distance of 438.78 feet to the point of beginning;

Containing 1.432 acres, more or less.

also known as street and number: 10675 Longs Way, Parker, Colorado 80134



Request for Town Council Action

Date: July 16, 2018

Submitted By: Mary Munekata, Associate Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Parker Road Corridor Plan**

Amount: \$118,120
Contractor: Kimley-Horn
Department: Community Development, Mary Munekata

EXECUTIVE SUMMARY

The Parker Road Corridor Plan is a priority project of the Community Development Department to establish a land use, transportation and urban design framework for this major highway corridor through Town. The Department requests Town Council approval for a Professional Services Agreement with Kimley-Horn in the amount of \$118,120 to complete the Plan. The original consultant for this project was terminated due to performance deficiencies and Kimley-Horn will complete the project with the remaining budget.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Kimley-Horn, the new consultant for the Parker Road Corridor Plan, will integrate previously received community input and the original consultant's work product with their own work to complete the project. The Plan will address land use, transportation and urban design in the Corridor with a geographic focus upon the central section from Lincoln Avenue in the north to Twenty Mile Road in the south. It will guide future development and inform planning for capital improvements within the Corridor.

The Parker Road Corridor Plan seeks to achieve the Parker 2035 Master Plan and Transportation Master Plan vision for Parker Road. This vision includes Parker Road serving as an economic development engine for the Town, providing for a multi-modal approach to transportation while

transitioning to a regional Main Street distinguished by quality design. The Plan will guide the transition that is currently underway and promote Parker Road as the corridor that connects the Town instead of serving as a physical barrier which it does today.

The final preparation of the Parker Road Corridor Plan will include additional community outreach and consultation with the Planning Commission as well as the Town Council. It will be divided into two efforts:

1. An integrated land use and transportation framework with generalized land use guidance and transportation recommendations including multi-modal improvements and street concepts.
2. A Sub-Area Plan that integrates land use, transportation and urban design with specific strategies and actions focusing on the central section of the Corridor between Lincoln Avenue and Twenty Mile Road.

The ultimate goal is to achieve a community-oriented policy document that will provide an updated vision with strategies, recommendations and priorities for the Parker Road Corridor. This will guide and inform zoning, public investment and private development in the Corridor.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: July 16, 2018
Submitted By: Chris Hudson, Public Works Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: Parkglenn Way Retaining Wall Replacement (CIP 18-013)

Amount: \$734,552
Contractor: 53 Corporation, LLC
Department: Engineering & Public Works, Chris Hudson

EXECUTIVE SUMMARY

Award of a trade contractor agreement with 53 Corporation, LLC for the Parkglenn Way Retaining Wall Replacement (CIP 18-013) for \$734,552.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town issued a “Notice to Bidders” for proposals for the Parkglenn Way Retaining Wall Replacement (CIP 18-013) project on May 15, 2018, with the proposals (bids) publicly opened on June 6, 2018. The project consists of the removal and replacement of the existing wooden retaining wall on the east side of Parkglenn Way north of the Plaza Drive intersection with segmental concrete retaining wall. The existing wooden retaining wall has reached the end of its design life and needs to be replaced before failure. Due to the site constraints, the existing sidewalk will be reconfigured with a new alignment in the area of the retaining wall. The Town received bids from four (4) contractors with 53 Corporation, LLC, being the lowest responsible bidder. 53 Corporation, LLC, has previously completed two (2) Town of Parker capital improvement projects in 2017 and a Parker Water & Sanitation District capital improvement project in 2017 with good results. Therefore, Town staff recommends award of this contract. The bid results were as follows:

53 Corporation - \$734,552.00
Colt & Steel Corporation - \$772,945.24
Designscapes Colorado - \$839,000.00

T&M Construction - \$839,525.00
Engineer's Estimate - \$719,000

FINANCIAL IMPACT

Funding for this project is part of the approved 2018 Capital Improvement Fund as part of the annual reconstruction program. The original wooden retaining wall has reached the end of its design life, is showing distress and needs to be replaced. The replacement retaining has a 50-year design life and will require minimal annual maintenance after completion.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: July 16, 2018

Submitted By: Dave Aden, Traffic Engineer
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2017 Miscellaneous Signal Repairs (CIP 17-022) - Contract Modification**

Amount: \$28,000
Contractor: Paonia, Inc.
Department: Engineering & Public Works, Chris Hudson

EXECUTIVE SUMMARY

Award of a contract modification with Paonia, Inc., for the 2017 Miscellaneous Signal Repairs project (CIP 17-022) in the amount of \$28,000 for a revised contract amount of \$229,080.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council awarded the 2017 Miscellaneous Signal Repairs (CIP 17-022) project contract on December 11, 2017, to Paonia, Inc. The project consists of traffic signal maintenance, repairs and upgrades at ten (10) signalized intersections. The project also includes electrical maintenance, repairs and upgrades for lighting at a Town parking lot and a roadway median. Paonia, Inc., is underway with the project, however, additional concrete flatwork removal and replacement was identified this spring that is necessary to properly complete the project repairs. This resulted in an additional \$18,000 in project costs. In addition, it was determined that additional conduit and fiber optic cable was required near the Lincoln Avenue and Jordan Road intersection due to previously unknown damage. This resulted in an additional \$10,000 in project costs. A contract modification is needed to reflect this revised total contract amount.

FINANCIAL IMPACT

Funding for this work is part of the Traffic Services budget in the General Fund through the R&M-Traffic Signals account.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: July 16, 2018

Submitted By: Tom Gill, Associate Project Manager
Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Jordan Road - Bradbury Parkway to Hess Road Landscape and Irrigation Project (CIP 18-018)**

Amount: \$259,659.40

Contractor: Terracare Associates, LLC

Department: Engineering & Public Works, Tom Gill

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Terracare Associates, LLC for the Jordan Road - Bradbury Parkway to Hess Road Landscape and Irrigation project (CIP 18-018) for \$259,659.40.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on June 29, 2018, for the Jordan Road - Bradbury Parkway to Hess Road Landscape and Irrigation Project (CIP 18-018). Work includes landscape and irrigation of three (3) median islands on Jordan Road between Hess Road and Bradbury Parkway.

The Town received bids from four (4) contractors, with Terracare Associates, LLC being the lowest responsible bidder. Among several Town projects this past year, Terracare Associates, LLC successfully completed the Chambers Road Median Landscape and Irrigation Project. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

1) Terracare Associates, LLC \$259,659.40
2) BrightView \$269,243.00
3) Designscares Colorado \$329,050.00
4) Elite Industries \$371,834.80
Engineer's Estimate \$222,000.00

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects fund (301-4310). The Town will assume the long term maintenance of the median landscaping. The Town currently has Parks staff to maintain the medians, but will require additional annual funding for contract maintenance, supplies and operation costs (like irrigation water).

STRATEGIC GOAL(S)



ATTACHMENTS

None

RECOMMENDED MOTION

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



Town Administrator's Report

Summer 2018



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



Communications

Department News

Recreation Brochure

The fall issue of the Parker Parks and Recreation brochure is underway and will be mailed to all 80134 and 80138 zip codes in August 2018.

Shop Local Educational Campaign

We kicked off an education campaign regarding recent Town budget reductions and the importance of shopping local. In conjunction with the educational component, we have also rolled out a business spotlight feature, which has been getting positive community engagement on social media.

Website Redesign Update

The redesign of the Town of Parker and Parker Parks and Recreation websites is well underway and the new sites are expected to debut in September 2018.

Visit Parker Videos

The Communications Department rolled out a new series of “Visit Parker” videos, featuring our own local celebrity, Kathy Sabine! The 2018 State of the Town video also debuted in April. A variety of new video footage is also underway for future videos.

Town Events

Bike to Work Day

Parker’s Bike to Work Day Breakfast Station welcomed more than 400 riders between 6 a.m. and 9 a.m. on Wednesday, June 27. The Town’s station featured complimentary breakfast, fun giveaways; free custom Town of Parker Bike to Work Day t-shirts; and bike checks and repairs. Thanks to our Breakfast Station sponsors Rocky Vista University, Kneaders Bakery and Cafe, Natural Grocers, Treads Bicycle Outfitters, Coffee Theorem and FIT 36!

Parker Stars and Stripes Celebration

The Town holds its annual Independence Day celebration at Salisbury Park on July 4. For the first time, three of the four Salisbury Park baseball fields were opened for seating, including fields for General Admission and VIPs, as well as a special field reserved for active duty and veteran members of the armed forces. In all, nearly an estimated 7,000 Town residents and visitors helped make the event another success! Special thanks to our sponsors, including Title Sponsor Ent Credit Union!.

Increase in Google My Business Activity

Over that last few months, we have noticed an increase in Google My Business activity for Parker Parks and Recreation locations. We are receiving daily reviews on multiple locations, as well as questions posted to location pages and customer photos added. Many reviews are only star ratings, although some include detailed customer responses.

Among our 18+ locations, the most active pages are currently H2O’Brien Pool, Parker Recreation Center, O’Brien Park and the Parker Fieldhouse. Activity shows people are using Google to find locations both by direct search and key words and searching for directions and contact information.

H2O’Brien Pool

- Total views: 98K
- Customer Actions: 3.6K
- Total Calls from GMB: 223
- Total Searches: 26K
- Lifetime Reviews: 36

Parker Recreation Center

- Total views: 46K
- Customer Actions: 4.8K
- Total Calls from GMB: 591
- Total Searches: 22K
- Lifetime Reviews: 89

O’Brien Park

- Total Views: 39K
- Customer Actions: 1.3K
- Total Calls from GMB: 10
- Total Searches: 7K
- Reviews in 28-day Span: 100
- Lifetime Reviews: 456

Parker Fieldhouse

- Total Views: 14.5K
- Customer Actions: 2.8K
- Total Calls from GMB: 339
- Total Searches: 14.5K
- Lifetime Reviews: 37

Communications - cont'd

2nd Quarter Digital Marketing Report

Social Media

The following statistics were collected from the Town of Parker's and Parker Parks and Recreation's Facebook, Twitter and Instagram accounts between April 1 and June 28.

Account Followers

Town Facebook: 12,906 to 13,194; +2%
Town Twitter: 2,946 to 3,179; +8%
Town Instagram: 1,063 to 1,144; +8%
Parks and Recreation Facebook: 6,111 to 6,247; +2%
Parks and Recreation Twitter: 1,552 to 1,619; +4%
Parks and Recreation Instagram: 842 to 954; +13%

Post Engagement

(number of likes, comments, shares, link clicks)

Town Social Media Accounts: 48,467
Parks and Recreation Social Media Accounts: 17,510

Post Impressions (number of views)

Town Social Media Accounts: 714,073
Parks and Recreation Social Media Accounts: 242,675

Follow the Town of Parker (@TownofParkerCO) and Parker Parks and Recreation (@ParkerRec) with the same username on each platform.

Website Statistics

The following statistics demonstrate activity for the Town of Parker (www.ParkerOnline.org) and Parker Parks and Recreation (www.ParkerRec.com) website between April 1 and June 28.

Website Visits

Town of Parker: 79,953
Parks and Recreation: 95,095

Page Views

Town of Parker: 145,155
Parks and Recreation: 209,242



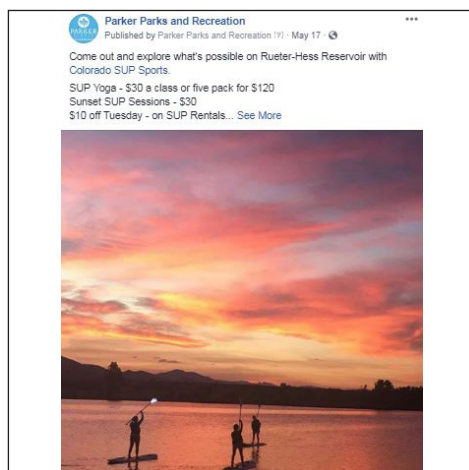
9,946 impressions; 2,229 reactions, comments and shares



7,427 impressions; 4,132 video views; 255 reactions, comments and shares



6,934 impressions; 156 reactions, comments and shares



5,155 impressions; 160 reactions, comments and shares



Town Instagram: 105 likes



Parks and Recreation Instagram: 44 likes



Community Development

Building Division Statistics - 2nd Quarter 2018

Single-Family Permits: 144 \$52,135,308 Q2 valuation ----- 233 total in 2018 \$84,760,210 total valuation ----- 219 / \$79,064,410 End Q2 2017	Commercial Permits (Remodel): 230 \$7,659,464 Q2 valuation ----- 427 total in 2018 \$11,862,393 total valuation ----- 519 / \$7,476,239 End Q2 2017
Multi-Family Permits: 8 \$12,280,394 Q2 valuation ----- 24 total for 269 units in 2018 \$40,375,287 total valuation ----- 19 / \$48,40,272 End Q2 2017	Other Permits: 642 \$3,784,217 Q2 valuation ----- 1,098 total in 2018 \$6,042,473 total valuation ----- 1,092 / \$6,177,403 End Q2 2017
Commercial Permits (New): 16 \$28,698,748 Q2 valuation ----- 23 total in 2018 \$31,333,016 total valuation ----- 21 / \$21,097,819 End Q2 2017	Total Permits: 1,040 \$104,558,131 Q2 valuation ----- 1,805 total in 2018 \$174,373,379 total valuation ----- 1,870 / \$162,356,143 End Q2 2017
Inspection: 10,939 ----- 21,163 total in 2018 15,409 End Q2 2017	

Project Focus: Gator Lounge

A new project currently under review is a site plan for a new restaurant and lounge generally located southeast of Parker Road and Twenty Mile Road at the southeast corner of Solar Circle and Sun Way in Parker Square. The proposed project will include a tall (27') one-story building with a restaurant, lounge and outdoor patio.



Comprehensive Planning

Complete Streets Policy

In a collaborative effort, Town staff are working together with transportation consultant Michael Baker International to develop a Complete Streets Policy that will provide our citizens with more travel choices to get to their destinations. This policy will feature strategies to enable safe accessibility to Parker's streets for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Parker's current roadway designs already take into consideration many elements of Complete Streets, such as sidewalks and bike lanes. The final draft of this policy is nearing completion. Once finalized, the new policy will be available to view online.

Townwide Wayfinding Signage Update

Parker's Wayfinding Signage Project is about to commence installation around Town for Phase 2. This next phase includes signage outside of the Downtown area for the 'rest of Town' (excluding Parker Road signage, which will be completed in 2019). The construction of Phase 2 signage has been completed and installation will begin in July.

This Wayfinding Signage Project is scheduled in three phases. Phase 1 included wayfinding signage for the Downtown district - from Twenty Mile Road on the west to Pine Drive by Town Hall on the east. The Downtown system is complete, including the second district arrival monument sign located in the median between the library and Town Hall. Phase 3 is comprised of new signage located along Parker Road. The Town recently received approval from CDOT to install new signage and anticipates construction and installation of Phase 3 signage in 2019.

Downtown Parking Study and Plan Implementation Update

In 2017, Town Council adopted the Downtown Parking Study and Plan. The Plan examined parking issues in the Greater Downtown area and identified strategies to address areas that needed improvements.

One of these strategies included an update of the Town's Downtown parking standards with the help of consultant Kimley-Horn. The project included stakeholder outreach and best practice research. The project team is currently working to finalize a draft of these new standards and anticipates completion by the end of the third quarter of 2018. For more information, please visit www.ParkerOnline.org/DowntownParkingStudy.

Community Development - cont'd

Development Review - Project Updates

Development Projects of Interest - Under Review

See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

<i>Project Description</i>	<i>Project Type</i>	<i>Case#</i>
Westcreek Condominiums	Site Plan Replat	SP18-026 SUB18-012
Parker Pointe	Annexation Zoning Subdivision Site Plan	ANX17-008 Z17-024 SUB17-058 SP17-095, SP17-096
Lincoln Professional Park	Annexation Zoning	ANX18-003 Z18-017
Cherrywood Commercial	Site Plan	SP18-049
Parker Auto Plaza	Preliminary Site Plan Replat	SP18-047 SUB18-020
Stroh Ranch Filing 18B	Replats	SUB18-022, SUB18-023, SUB18-024
Lincoln Meadows Multi-Tenant Buildings	Site Plan	SP17-108
Parker Road and Pine Lane Annexation and Zoning	Annexation Zoning	ANX18-002 Z18-010

Notable New Projects Submitted in 2nd Quarter 2018

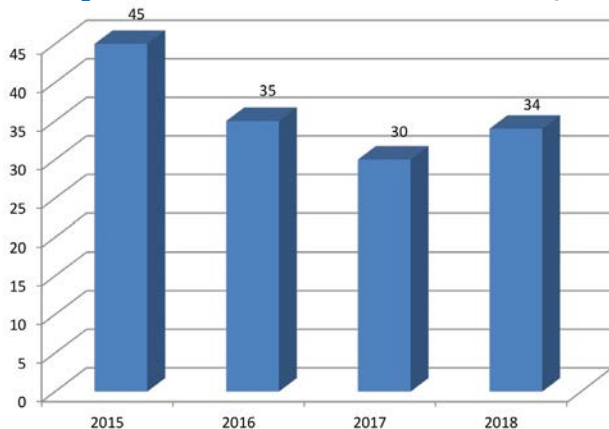
<i>Project Description</i>	<i>Project Type</i>	<i>Case#</i>
Parker Square – Gator Lounge	Site Plan	SP18-053
Twenty Mile Village	Replat	SUB18-025

Community Development - cont'd

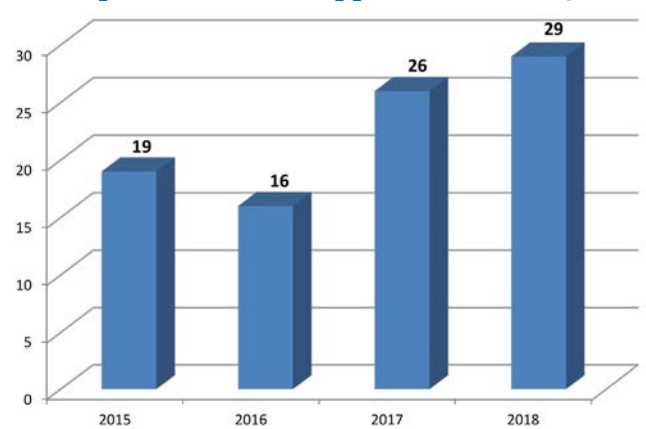
Major Administrative Approvals - Second Quarter 2018

Proposal	Applicant	Case #	Approval
Crown Point Filing 1 Amd. 20, Lot 4C ENT Credit Union	Galloway	SP17-067	May 25
Olde Town Filing 1A, Lot 3 Anytime Fitness	Hover Architecture	SP17-072	April 24
Twenty Mile Village Filing 2 AMD9, Lot 31-34 The Grove Hotel	Engineering Service Co. - The Grove	SP17-099	June 4
Trails at Crowfoot Filings 1 and 9, Final Plats 247.6 and 152.46 acres	CVL Consultants	SUB17-039, 040	May 3
Trails at Crowfoot Filings 2-8 and 10-13, Final Plats 734 single-family homes	CVL Consultants	SUB17-041, 042, 045, 046, 047, 048, 049, 050, 051, 052, 053	May 3
Polo Business Park Filing 2, Lot 4 Pine Lane Nursery	Hughs McCoy LLC	SP16-008	May 18
Westcreek Filing 3, Lot 2 200 Multi-family Units	NexGen Westcreek Holdings LLC	SP16-042	May 3
Pine Bluffs Filing 4, Lot A1 Multi-Tenant Retail & Medical Office Buildings	Roth Engineering Group	SP17-061	May 15
Parker Auto Plaza Filing 1, AMD1, Lot 1A, Block 1 Crossroads Church Expansion	Intergroup Architects	SP17-101	June 6

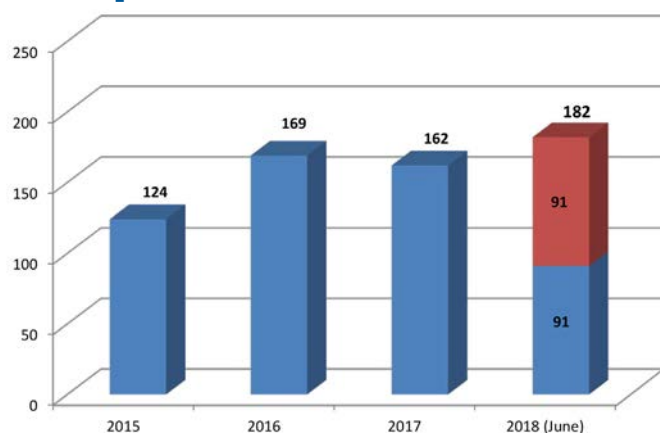
Development Review Submittals* - 2nd Quarter



Development Review Approvals* - 2nd Quarter



Development Review Submittals* - Year Total



■ Completed
■ Year-End Projection

* Annexation, Site Plan, Subdivision and Zoning



Cultural Department

Education

- Parker Arts partnered with local cultural organizations to present the spring 2018 Family Discovery Series offerings to the community. Hawkquest brought Birds of Prey to the PACE Center event room with 154 guests and six remarkable birds. Bennett School of Irish Step Dance returned to The Schoolhouse Theater to celebrate Irish culture and dance and had 174 guests dancing in their seats. Arvada Center visited Parker Arts for the first time bringing their traveling production of Songs and Tales from Colorado Trails. Over 180 guests of all ages learned about Colorado pioneers through one-of-a-kind song and celebrated folktales.
- Parker Arts hits its mark in offering theater programming for youth and training professionals. Through various theater programs from Maximum Harmony, Broadway Showcase Series, Parker Theatre Academy, Classic Acts, KidStage, Broadway Kids, Broadway Juniors, and the traveling educational troupe Missoula Children's Theater, Parker Arts reached 594 students in early 2018 alone. Parker Arts continues to meet the goal to be the principal theater provider in the Parker-area.

Cultural Commission

In May and June, we reestablished Walking Tours of historic downtown Parker. This was a collaboration between the Town of Parker's Cultural and Scientific Commission and the Parker Area Historical Society, and each tour had close to 90 people signed up.

Weddings

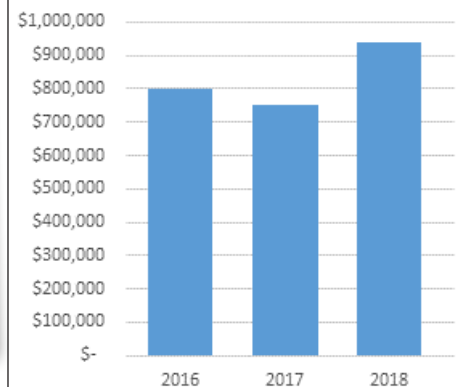
Parker Arts hosted a photo shoot at Ruth Chapel and in the newly renovated events spaces at The Schoolhouse (pictured below; photo by Autumn Cutaia). Additional photos from this shoot were recently featured in Rocky Mountain Bride. Check them out at www.RockyMountainBride.com/Blog/Retro-Wedding-Inspiration.



Development

- This quarter's member events included backstage tours of the Schoolhouse and PACE Center, a Meet and Greet/ Reception for Wilson Phillips, and a House Party at the home of the Gibsons.
- We welcomed new sponsors, Inspiration and Columbine Federal Credit Union.
- We are excited to be working with these returning sponsors in the 2018/2019 season: Parker Assisted Living, Cardel, Parker Adventist Hospital, Lutheran High School, and Bonfils in the 2018/2019 season.
- On June 26, we held our Season Announcement Party where we shared the acts that will be performing in 2018/2019.

Ticket Revenue - as of June 30

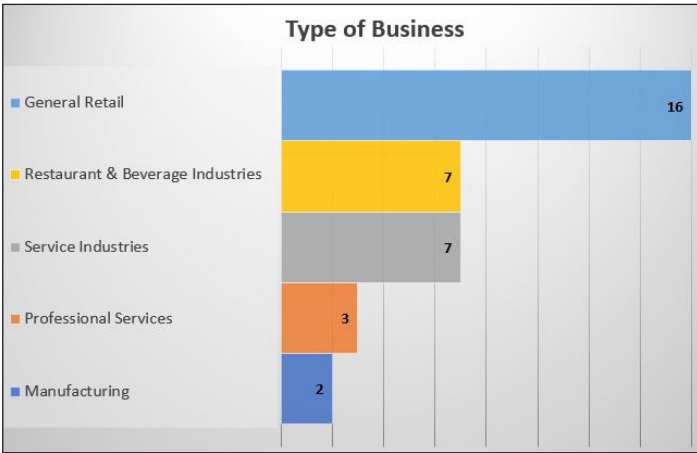




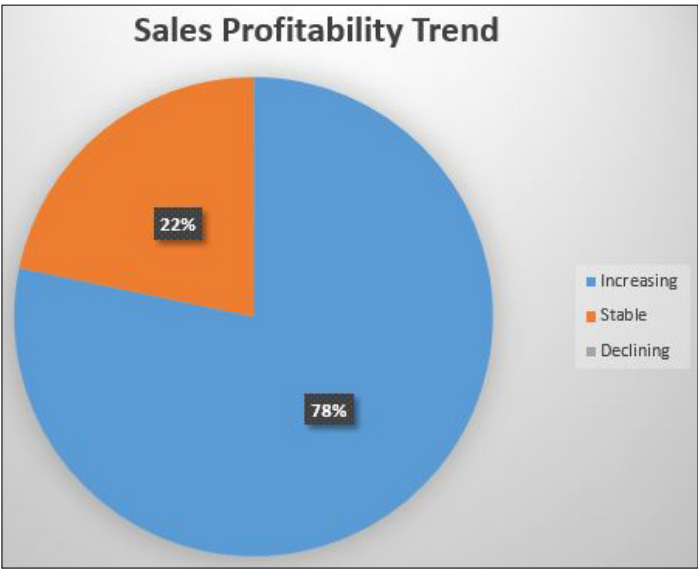
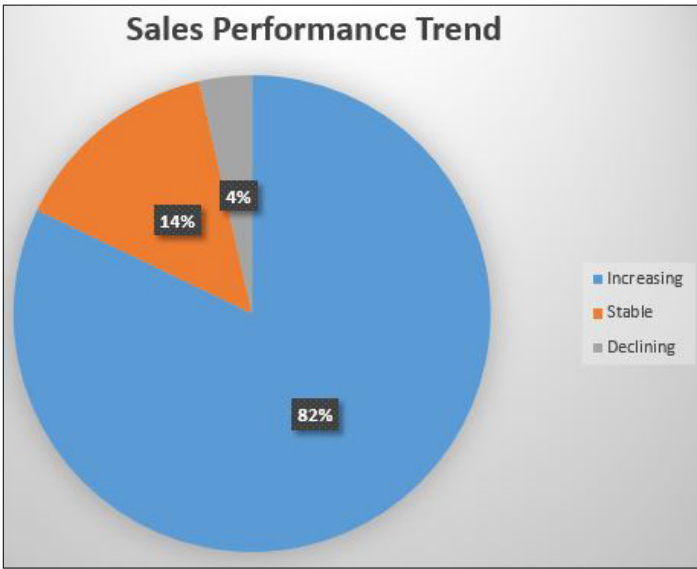
Economic Development

Business Retention Visits

Retention efforts continue at a vigorous pace—38 visits have been completed thus far.



Geographical Areas Visited	# of Visits
Cottonwood Retail Area	2
Crown Point Retail Area	3
Lincoln Ave & Jordan Rd	1
Parker Rd & Lincoln Ave	4
Mainstreet & Parker Rd	10
Flatacres Retail Area	8
Dransfeldt Light Industrial Area	8
Stroh Ranch Retail Area	1
Other Areas	1
Total	38



Economic Development - cont'd

Economic Indicators - 1st Quarter 2018

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2018 - Q1	2017 - Q1	2018 - Q1	2017 - Q1	2018 - Q1	2017 - Q1
Total Existing Office Square Footage	1,166,980	1,166,980	25,386,706	24,791,362	170,381,225	167,196,087
Office Vacancy Rate	4.40%	7.90%	11.40%	12.50%	10.50%	9.90%
Office Rental Rate - median	\$21.02	\$19.40	\$22.37	\$22.30	\$22.65	\$21.50
Total Existing Retail Square Footage	4,345,710	4,338,306	14,953,383	14,896,093	153,243,401	152,096,866
Retail Vacancy Rate	4.60%	3.90%	4.30%	4.10%	4.40%	4.40%
Retail Rental Rate - median	\$19.78	\$17.90	\$20.71	\$19.54	\$17.97	\$16.65
Total Existing Industrial/ Flex Square Footage	816,537	816,537	14,691,936	14,473,936	236,137,009	231,270,131
Industrial/ Flex Vacancy Rate	2.80%	2.70%	5.30%	7.70%	4.30%	4.40%
Industrial/Flex Rental Rate - median	\$14.19	\$9.69	\$10.06	\$10.38	\$8.13	\$7.79

Residential and Labor Force				
	Parker		Metro Denver	
	2018 - Q1	2017 - Q1	2018 - Q1	2017 - Q1
Residential Building Permits:	105	107	6,720	4,430
- Single Family	89	103	3,023	2,722
- Multi Family	16	4	3,697	1,708
Median Home Price	\$485,500	\$464,900	\$440,875	\$406,000
Median Condo/Townhome Price	\$285,000	\$255,000	\$295,000	\$260,000
Labor Force	30,136	28,988	1,625,313	1,566,152
Unemployment Rate	2.70%	2.40%	2.80%	2.70%

Bricks and Mortar Remain Heartbeat of Retail

Representatives of the Town and Chamber of Commerce participated, for the ninth year, in the International Council of Shopping Centers RECon Conference in Las Vegas. Each year more than 35,000 shopping center executives, retailers, developers, tenant representatives, financial companies, and suppliers utilize the three-day conference to facilitate meetings between developers and end users, explore new concepts and showcase specific project opportunities. Parker's delegation met over three days with tenant representatives, development partners, and brokers to promote the Town of Parker and discuss a large number

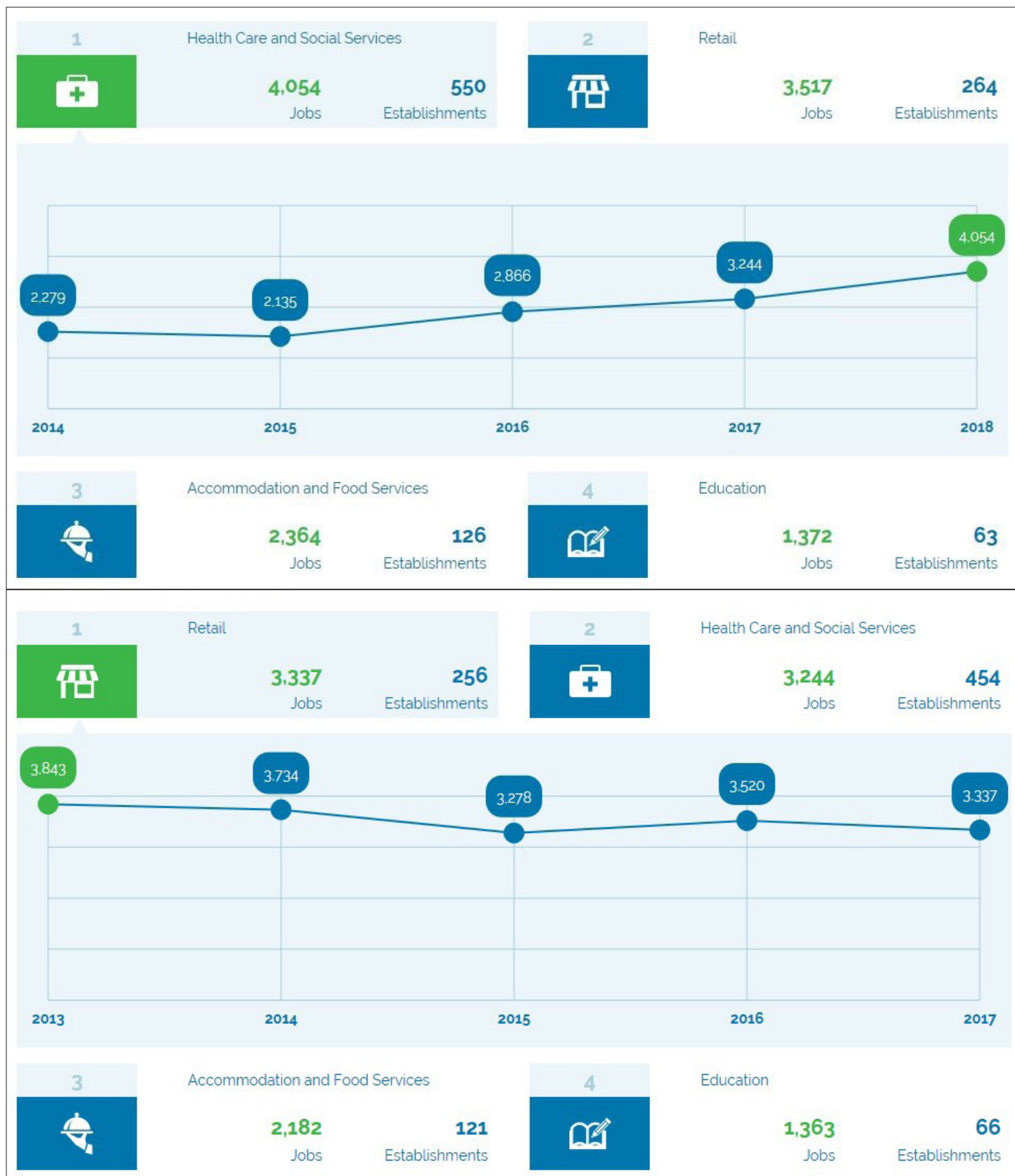


of retail development projects happening throughout the Town. Past participation in ICSC has resulted in numerous projects such as Culvers; Kneaders; King Soopers; Wendy's; Advanced Auto Parts; and Brakes Plus.

Economic Development - cont'd

Diversifying Our Economy

Jobs in the Health Care and Social Services industry in Parker now outnumber jobs in Retail. Health Care and Social Service jobs have grown from 3,244 to 4,054 over the last year.





Annual Roadway Maintenance Projects

Townwide Concrete Repair

- Work consists of miscellaneous sidewalk, concrete pavement and curb and gutter repairs

The project was awarded by Town Council in April. Repairs are anticipated to begin in August and be completed this fall.



Roadway Reconstruction

- Street repairs to various locations in Town

The 2018 reconstruction project includes J. Morgan Boulevard (pictured above) between Stroth Road to just north of Cody Avenue, where the 2017 project ended, plus reconstruction of a retaining wall on Parkglenn Way. The J. Morgan reconstruction will remove the 30-plus-year-old concrete pavement and replace it with an asphalt/aggregate base course pavement section. Reconstruction of the J. Morgan portion of the project is underway and will conclude in late July. Reconstruction of the Parkglenn Way retaining wall is anticipated for the second half of 2018 following competitive bidding.

Roadway Resurfacing

- Thin overlays, chip seal and slurry seal (pavement preservation) work in various locations in Town

The 2018 projects have been competitively bid. Concrete work associated with the overlay contract is complete. The asphalt overlay and pavement preservation work on the project are currently underway and will be completed during the summer.

Engineering and Public Works

Roadway Capital Improvement Projects

Jordan Road Widening

- Hess Road to Bradbury Parkway

Roadway widening construction on began in the summer of 2018 and is anticipated to be completed in July. Median landscaping is anticipated to be completed in the second half of 2018 following competitive bidding of this work.

Parker Road Sidewalk Project

- Installation of sidewalk on the east side of Parker Road between the Sulphur Gulch Trail (south of Mainstreet) to north of Plaza Drive

Construction of this partially federally funded project (pictured below) began in April and was substantially completed in late June. The remaining work will be completed in July and the project closed out this summer.



Motsenbocker Road Widening

- Clarke Farms subdivision to Todd Drive intersection

Final design for this widening project was completed in spring 2018. Funding for construction is dependent on adjacent development providing their portion of the project funding and easements per their respective development agreements. The construction timetable has not been established at this time due to this variable, but it is currently anticipated that construction could begin in the second half of 2018.

Cottonwood Drive Widening

- Jordan Road to Cottonwood Way

Design work has begun, and it is anticipated that the design will be completed in 2018. Due to budget constraints, the funding for the widening construction is not anticipated to be available until 2019. Construction is currently anticipated for 2019, pending approval of the 2019 budget in late 2018.

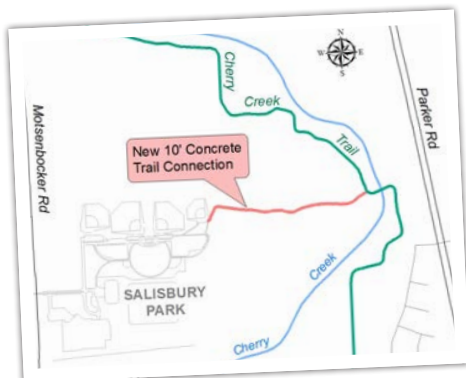
Kings Point Way

- Cottonwood Drive to Aurora Parkway

Town staff has engaged a consultant to complete the design of the project. Kings Point Way is a proposed collector roadway on the east side of Parker Road between Cottonwood Drive and the proposed Aurora Parkway. Construction is anticipated to begin in the second half of 2018.

Engineering and Public Works - cont'd

Recreation Improvements



Salisbury Park Connection Trail

- Construction of a concrete trail to connect Salisbury Park ballfields with the Cherry Creek Trail

This project (pictured above) was substantially completed in late May with minor remaining work completed in June.



Harvie Open Space Park

- Redevelopment of the 70-plus acres located north of Canterbury Parkway and Mainstreet into a passive open space use area

Design for the project (property pictured above) is complete with remaining entitlement efforts (Site Plan Submittal) tentatively scheduled for summer 2019. Competitive bidding through a prequalification process is tentatively scheduled for late 2019 and construction is tentatively scheduled for early 2020, pending approval of the 2020 budget by Town Council.

Harvie Open Space Access Project

- Addition of a left turn lane to eastbound Mainstreet at Canterbury Parkway and associated traffic signal modifications

Design for the project is complete with construction delayed due to budget constraints.

Facility CIP Projects

Schoolhouse Plaza and Parking Lot Renovation

- Renovation of the parking lot area between the Schoolhouse and Ruth Chapel into an interactive plaza and reconfiguration and reconstruction of the south parking lot

Competitive bidding of the project is complete and two bids were received. All bids exceeded the approved 2018 budget appropriation for this project. The project will be rebid in late 2018 with an anticipated construction start in early spring 2019.

Pine Curve Property Building Demolition

- Demolition of two unoccupied residences just east of the Pine Drive and Mainstreet intersection

Competitive bidding of the project is complete and asbestos abatement is anticipated to start mid-July. Structure demolition and site restoration will commence after asbestos abatement. The project (pictured at right) is scheduled for completion by the end of September.



Stormwater CIP Projects

Newlin Gulch at Heirloom Parkway

- Channel and bank stabilization between Chambers Road and the East/West Trail crossing

This project is currently awaiting construction permits and is anticipated to be completed in the third quarter of 2018.

Cherry Creek at KOA

- Channel and bank stabilization between McCabe Meadows trailhead parking lot and Twenty Mile Road extended

This project is currently in the design phase with permitting and construction projected for the second quarter of 2018.

19801 East Mainstreet Building Demolition

- Demolition of the former Parker Water & Sanitation District building located at 19801 East Mainstreet

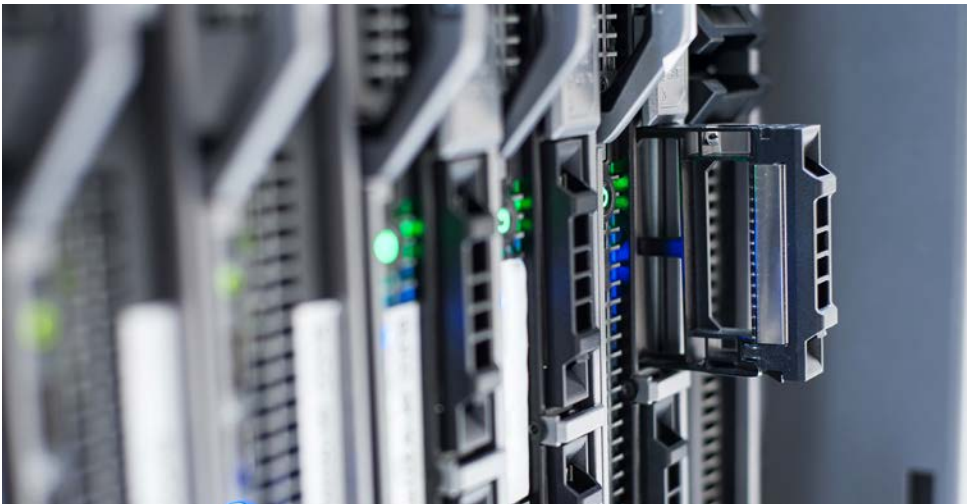
This project is currently in the documentation phase with competitive bidding tentatively scheduled for August and demolition for November/December 2018.

McCabe Meadows Detention Pond Retrofit

- Retrofit of existing detention pond to current Town criteria and standards

This project (pictured below) is currently in the design phase with permitting and construction projected for fall 2018.





TRAKiT Statistics 2018 Second Quarter

- **1,469** permit applications were submitted with 95 percent received via eTRAKiT. Permit types included: Commercial; Single-Family Dwelling; Electrical; Plumbing; Mechanical; Residential Over-the-Counter; Permanent and Temporary Signs; Right-of-Way; and Community Event.
- **67** project applications were submitted with 49 percent received via eTRAKiT. Project types included Capital Improvement, Site Plan, Subdivision and Zoning.
- **151** license applications were submitted with 79 percent received via eTRAKiT. License types included Contractor, Special Event, Liquor and Peddler/Solicitor.
- **277** CRM issues were submitted with 55 percent received via eTRAKiT. Issues included potholes, graffiti, ice, traffic signals, trash/debris, concrete issues and street signs.

Information Technology/GIS

IT Department Projects

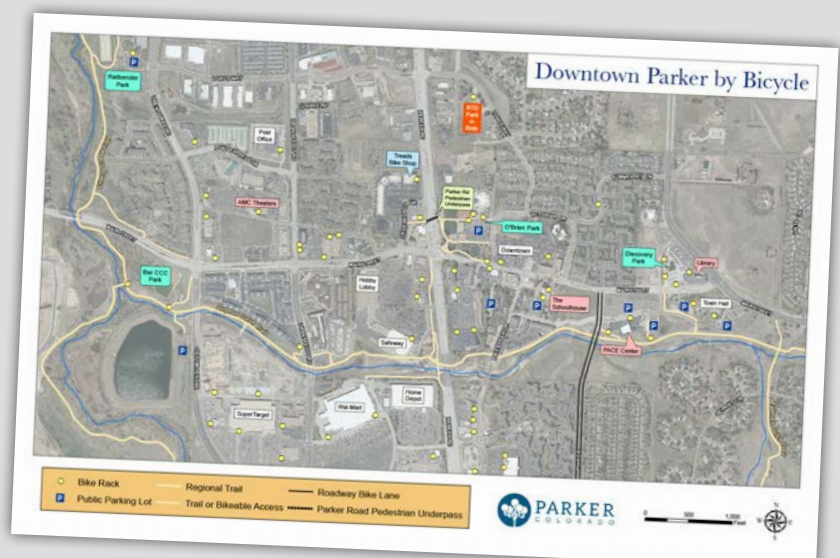
- Switch replacement project for Town Hall and the Police Department
- New virtual server cluster replacement in secondary datacenter at Town Hall
- New Backup and DR/BC design and implementation in secondary datacenter
- WAN redesign project using Software Defined Networking for further redundancy
- TRAKiT servers and software upgrade
- Network and server monitoring system replacement

Technology Projects for Town Departments

- The IT staff is working on the next steps for the Records Management System replacement project for the Police Department
- Computer Aided Dispatch re-host for the Police Communications Department
- A/V system update for the Police Department Briefing/Training room.
- 911 System Replacement for the Police Department
- IA interview room technology upgrade (A/V and servers) for the Police Department
- Laserfiche to TRAKiT interface for the Community Development Department

GIS Projects Update

- Mapped Patron Locations for Cultural Department to Aid Marketing Strategies
- Created "Visit Downtown Parker by Bicycle" Map (pictured at right)
- Created Maps Detailing Proposed Access to Future Kings Point Development
- Created "CAD-type" Drawings for Town-owned Destinations to Assist with Event Planning
- Created Maps Detailing Future High Plains Regional Trail Connection
- Created Map Highlighting the Location of all Historic/Interpretive Signage Maintained by the Community Development Department





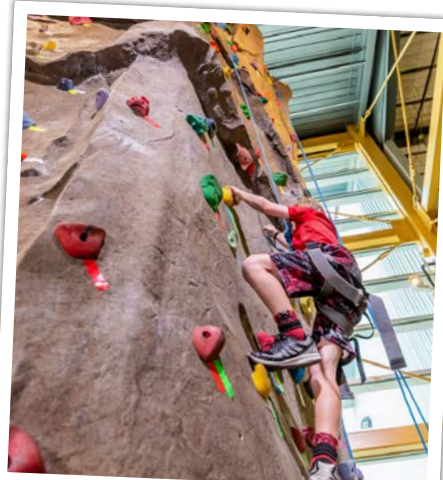
Parks and Recreation

Fitness and Wellness

A second summer session of Get FIT (Focus on Interval Training) was added due to the increased popularity and demand of the last several sessions. The additional session has 18 participants. The class consists of two workouts per week over the course of six weeks and incorporates weights, cardio, core work and balance to achieve a full body workout over the course of each hour. The exercises are done in interval/circuit format and remain the same for the duration of the six weeks to allow the participant mastery of the program and tangible fitness gains.

Recreation Facilities

Bob Wiater has been the Lead Climbing Wall Instructor at the Parker Fieldhouse since it opened in 2007 and has made the decision to move on to full retirement. In his time with the Town, he helped numerous families and individuals learn how to rock climb and develop a genuine interest in the sport of climbing. Bob worked to find innovative ways to keep participants coming back through programming such as the Mt. Everest Challenge. Bob's leadership and dedication will be greatly missed. Wes McClain, who learned under Bob's tutelage, is the new Lead Climbing Wall Instructor.



Therapeutic Recreation

An Adaptive Climbing Wall Class was added to the Therapeutic Recreation programming. This program allows participants with disabilities to use the Fieldhouse Climbing Wall (pictured above) to build confidence and work to reach new goals in a safe and comfortable learning environment. The class has been held twice this summer with a total of 12 participants.

Youth Sports

The Rockies Skills Challenge Local Event was held on June 14 at Bar CCC Park. A record number of participants attended this free event to compete in throwing, batting and base running for a chance to move on to the Sectional and State Competitions to be held later this summer at Coca-Cola Park in Lakewood.

By the Numbers

61%

YTD revenue mark for Specialty Fitness, tracking well ahead of projections for the year.

29%

Increase in H2O'Brien Pool Season Passes. 76 passes have been purchased in 2018 in comparison to 59 passes this time last year.

\$3,500

Scholarship funds available annually for Therapeutic Recreation participants.

19%

Increase in participation for the Cattle Crossing 5K/Family Fun Trek (pictured below) in only its second year.



0

The instances of incorrect entry or mistakes with the Fall 2018 Youth Sports Registration.



Police Department

Education

Citizen's Police Academy

Thirty-five Parker citizens graduated the spring Citizen's Police Academy in May. For 10 weeks they dedicated three hours every Thursday night to learn about the men and women who serve and protect them. In addition, they learned about the many programs and services we offer residents. Topics covered included criminal law, mounted patrol, evidence, dispatch, traffic laws, accident reconstruction, DUI laws, K-9, youth education programs and many more.

Scout Night

More than 100 Boy and Girl Scouts toured the Parker Police Department to earn merit badges during our latest Scout Night (pictured at right). We had 19 Boy Scout Troops and 8 different Girl Scout Troops learn about Emergency Preparedness, Crime Prevention, Crime Scene Investigations and take a tour of a police car. We will hold a second Scout Night in the fall.



Weather Spotter Classes

We hosted two Become a Weather Spotter classes in the spring. Weather reports from spotters will help save lives and property during the years to come. The volunteer spotter team is an essential part of the warning decision process of the National Weather Service. Ground truth reports from spotters are used in conjunction with Doppler radar, satellite, and other sources to determine the need for weather warnings and advisories. Due to the heavy demand, we added a second class and more than 70 Parker residents were able to take the class.

One Mind Pledge

In response to the increasing need to assist individuals with mental illnesses and improve our response to those suffering from mental illness, the Parker Police Department has completed the One Mind Pledge. The pledge is part of an initiative called the One Mind Campaign started by the International Association of Chiefs of Police. In order to complete the One Mind Campaign pledge, a department must train and certify 100 percent of its officers in Mental Health First Aid and at least 20 percent of its sworn officers in Crisis Intervention Training. We have exceeded these requirements; 85 percent of our officers have completed Crisis Intervention Training, while all have taken Mental Health First Aid. This pledge, along with our In-House Clinician program, shows our dedication and desire to properly assist those suffering from mental illness. We recognize this is an important issue throughout the country and know the importance of a well-trained staff. We are committed to serving all residents in need.

Ensuring Victims' Rights

Commander Doreen Jokerst and Crime Scene and Evidence Manager Maria Pettolina wrote an article for End the Backlog titled Property and Evidence Warehouses: Ensuring Victim's Rights from the Back Room. Their article focused on ways property and evidence room managers can help improve the rape kit handling process. End the Backlog is part of the Joyful Heart Foundation, a national non-profit with the mission to transform society's response to sexual assault, domestic violence, and child abuse, support survivors' healing, and end this violence forever. END THE BACKLOG focuses on shining a light on the rape kit backlog in the United States.

Police Department - cont'd

Community Outreach

Dodge Ball

Several Parker Police Officers joined members of the Parker Teen Court for a fun night of dodge ball at the Parker Rec Center (pictured below). It was such a great opportunity for us to bond with these great young kids who are helping us change lives in Parker.



Coffee with a Cop

Our second quarter Coffee with a Cop event (pictured below) was a huge success at the new Dunkin' Donuts. More than 50 residents stopped to talk to officers about the issues that were important to them or just say thank you.



Mounted Patrol Keeping Busy

In May, our Mounted Patrol had a busy Saturday afternoon. In the morning, they participated in the Greenwood Village Police Department Safety Fair. This event gave kids the opportunity to see the different law enforcement agencies and learn important safety information. Later that evening, the Denver Outlaws hosted a Hometown Heroes night at Mile High Stadium in Denver (pictured above). It was a great opportunity for Lacrosse fans to meet our Mounted Patrol unit.

Police Officer Story Time

In April we hosted our first ever Police Officer Story Time. Officer Brienzo read a story to more than 100 children and their parents. The amazing morning concluded with tours of a patrol vehicle, trying on Officer Brienzo's ballistic vest and turning on the vehicle lights and sirens. This event was a huge success and we plan on doing a few of these each year.

Blood Mobile

The Police Department hosted the Children's Hospital Colorado Blood mobile (pictured below), and more than 20 people performed this life-saving act. Their donations will be able to help more than 100 children. Way to Go! We hosted this event to help Meghan Bigelow and her sons thank the community following them being shot in a road rage incident on June 14. Meghan's oldest son was killed in the altercation, while she and her youngest son remain in critical condition after being shot in the head and abdomen. In response to their extensive injuries, Meghan and her son each received numerous blood transfusions.



Cops and Bobbers

More than 150 Parker kids and their families turned out for our third annual Cops and Bobbers event (pictured at right). There was a big change in this year's event...the fish were biting! They started late, but our amateur anglers that stuck around until 11 a.m. were rewarded as the fish began flying out of the pond at Meridian. While there wasn't an official count, it was estimated that more than 100 fish were caught throughout the morning. This great event allows Parker children to experience fishing and form an early bond with our officers as they show them how to cast a line and bait a hook.





Town Clerk's Office

Statistics – 2018 Second Quarter

Community Event Permits

- 2015 Total – 55
- 2016 Total – 63
- 2017 Total – 68
- YTD 2018 – 47

Special Events Permits Processed (Events with Liquor)

- 2015 Total – 5
- 2016 Total – 17
- 2017 Total – 33
- YTD 2018 – 15

Active Liquor Licenses

- 2015 – 92
- 2016 – 96
- 2017 – 97
- 2018 – 99

Open Records Request

- 2015 Total – 146
- 2016 Total – 170
- 2017 Total – 120
- YTD 2018 – 50

Peddlers and Solicitors Permits

- 2015 Total – 25
- 2016 Total – 19
- 2017 Total – 30
- YTD 2018 – 12



Request for Town Council Action

Date: July 16, 2018

Submitted By: Carolyn Parkinson, Planner I
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **COTTONWOOD HIGHLANDS FILING 6 - Minor Development Plat**

Applicant: Land Development Consultants
Location: Northeast Corner of Parkerhouse Road and Jordan Road
Department: Community Development, Carolyn Parkinson
TRAKiT No.: SUB16-055

- (1) PLAT
- (2) SUBDIVISION AGREEMENT

EXECUTIVE SUMMARY

The subject property is located at the northeast corner of the intersection of Jordan Road and Parkerhouse Road in the Cottonwood Highlands Planned Development (PD). The applicant, Land Development Consultants, proposes a Minor Development Plat (MDP) to subdivide an existing 8.3-acre parcel into three lots and one tract. The lots are zoned for commercial use and will be developed with neighborhood retail and services to support the growing residential community in the surrounding area. The tract will contain an on-site detention basin to serve the planned commercial development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was annexed into the Town of Parker in 2006 with the Cottonwood Highlands PD. The property was previously the site of Lot 2 in the Cottonwood South

Subdivision that was approved by Douglas County a number of years ago. It is vacant and has been undeveloped since annexation into the Town.

The land use and zoning for the subject property is governed by the Cottonwood Highlands PD Guide and Plan. The PD zoning permits a broad range of convenience commercial uses. Proposed Lot 2-1 at the intersection of Jordan Road and Parkerhouse Road is planned for a gasoline service station with convenience store.

To provide adequate drainage, an on-site detention pond is required and will be located on Tract A. The Department of Engineering/Public Works has approved the drainage for compliance with Town standards and the Master Drainage Report for Cottonwood Highlands. The proposed drainage improvements will serve the entire site.

The applicant will also be required to improve the existing sidewalk along Jordan Road with a new, detached sidewalk and landscaping.

All required public improvements associated with the application have been addressed in the Subdivision Improvement Agreement (SIA) for Cottonwood Highlands F6 which is attached to this report.

The Planning Commission held a public hearing for the MDP on June 28, 2018, and recommended that the Town Council approve the application.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. VicinityMap
2. Cottonwood Highlands Filing 6 - Minor Development Plat
3. Cottonwood Highlands Filing 6 - Subdivision Improvement Agreement
4. PC Staff report and referral comments

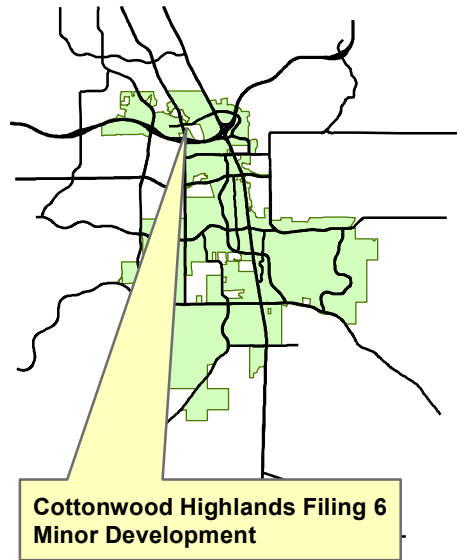
RECOMMENDED MOTION

(1) I move to approve, based on staff findings, the Cottonwood Highlands Filing 6 - Minor Development Plat.

(2) I move to approve, based on staff findings, the Cottonwood Highlands Filing 6 - Subdivision Improvement Agreement.

Cottonwood Highlands Filing 6

Minor Development Plat
Case No. SUB16-055



Legend

- Town Boundary
- Property Boundary

Narrative:
Applicant seeks approval of a Minor Development Plat that will create 3 commercial lots and one platted tract (Tract A). The tract will contain an on-site regional detention basin.

Planner: Carolyn Parkinson

Hearing Schedules:

Planning Commission:
June 28, 2018

Town Council:
July 16, 2018



COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 1 OF 3

LEGAL DESCRIPTION:

LOT 2, COTTONWOOD SOUTH, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 5, 2003 UNDER RECEPTION NO. 2003029540, EXCEPT THAT PORTION OF SAID LOT 2 DESCRIBED AND RECORDED UNDER RECEPTION NO. 2004034457, COUNTY OF DOUGLAS, STATE OF COLORADO.

PURPOSE STATEMENT:

THE PURPOSE OF THIS MINOR DEVELOPMENT PLAT IS TO DIVIDE ONE LOT INTO 4 LOTS AND ONE TRACT.

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 "COTTONWOOD HIGHLANDS FILING NO. 6". 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).

(SEE SHEET 2 FOR NOTARIZED SIGNATURES)

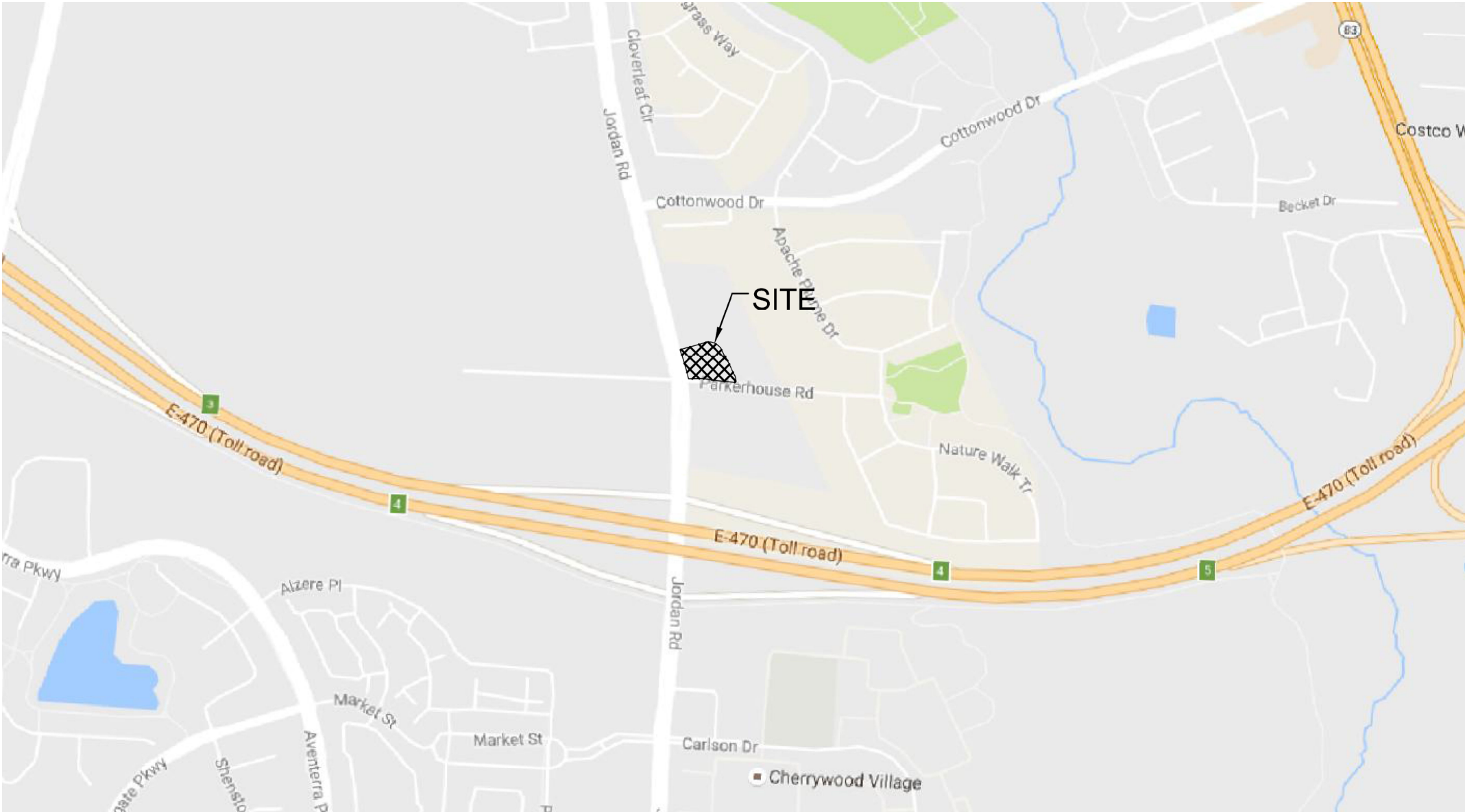
ACKNOWLEDGMENT:

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 OBIVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U.S.C. 1§ 531, ET SEQ., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

(SEE SHEET 2 FOR NOTARIZED SIGNATURES)

NOTES:

- 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 THEN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.5
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, RUBINO SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABC70494034-3 WITH AN EFFECTIVE DATE OF AUGUST 4, 2016. FACILITIES."



VICINITY MAP
SCALE 1"=1000'

NOTES (CONTINUED):

- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- THE BEARINGS ARE BASED ON THE WEST LINE OF LOT 2 ASSUMED TO BEAR S17°13'05"E BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- ACCORDING TO FEMA'S FIRM MAP NO. 08035C0066G, DATED MARCH 16, 2016, THE SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING AREAS:

"OTHER FLOOD AREAS, ZONE X", DESCRIBED IN THE LEGEND OF THE ABOVE MENTIONED MAP AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD;
- "OTHER AREAS, ZONE X", DESCRIBED IN THE LEGEND OF THE ABOVE MENTIONED MAP AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- WITHIN THE SIGHT TRIANGLES, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OF TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLES SHALL BE BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- EASEMENTS LABELED "DRY UTILITY EASEMENT" SERVICING ALL LOTS ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AS SHOWN HEREON.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.

- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A MULTI-USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.

- THE SIGHT TRIANGLES SHOWN HEREON ARE NOT LOCATED ON SUBJECT PROPERTY AND ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY.

(SEE SHEET 2 FOR ADDITIONAL NOTES)

SURVEYOR'S CERTIFICATE:

I, ROBERT J. RUBINO, A DULY REGISTERED 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 6/20/2016, 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 PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS

I ATTEST THE ABOVE ON THIS _____ DAY OF _____ 2016.

ROBERT J. RUBINO, PLS 14142
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR

TITLE VERIFICATION:

I _____, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY, A TITLE INSURANCE COMPANY, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR 2016 AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, ENCUMBRANCES, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70494034-5, EFFECTIVE DATE OCTOBER 04,, 2016.

BY: _____

TITLE: _____

STATE OF COLORADO)
COUNTY OF _____) SS

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION:

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

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 SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, 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 OF THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK & RECORDER'S CERTIFICATE:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS

____ DAY OF _____, 20____ AT _____ O'CLOCK ____M.

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

PREPARATION DATE:	6/02/17
DRAWING NO.	16139PLAT.DWG
SHEET 1 OF 3	
DEVELOPER:	CIRCLE K STORES INC. TIM PETERS 1199 BELTLINE ROAD #160 COPPELL, TX 750191
APPLICANT:	LAND DEVELOPMENT CONSULTANTS, LLC MICHAEL SCARBROUGH 11811 N. TATUM BLVD, SUITE 1051 PHOENIX, AZ 85208
PREPARED BY:	RUBINO SURVEYING 3312 AIRPORT ROAD BOULDER, COLORADO 80301 (303) 464-9515

COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 2 OF 3

NOTES (CONTINUED):

15. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.

16. NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.

17. PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.

18. THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITHIN THE PROPERTY SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.

OWNER:

C&J LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF C&J LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

S&L LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF S&L LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

K&H LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF K&H LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

COLORADO VENTURE III, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF COLORADO VENTURE III, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

COLORADO VENTURE I, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF COLORADO VENTURE I, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

PARKWOOD EAST, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF PARKWOOD EAST, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

CLAY CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY CLAY CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

KENT CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY KENT CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

SCOTT CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY SCOTT CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

PREPARATION DATE:	6/02/17
DRAWING NO.	16139PLAT.DWG
SHEET	2 OF 3
DEVELOPER:	CIRCLE K STORES INC. TIM PETERS 1199 BELTLINE ROAD #160 COPPELL, TX 750191
APPLICANT:	LAND DEVELOPMENT CONSULTANTS, LLC MICHAEL SCARBROUGH 11811 N. TATUM BLVD, SUITE 1051 PHOENIX, AZ 85208
PREPARED BY:	RUBINO SURVEYING 3312 AIRPORT ROAD BOULDER, COLORADO 80301 (303) 464-9515

COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 3 OF 3

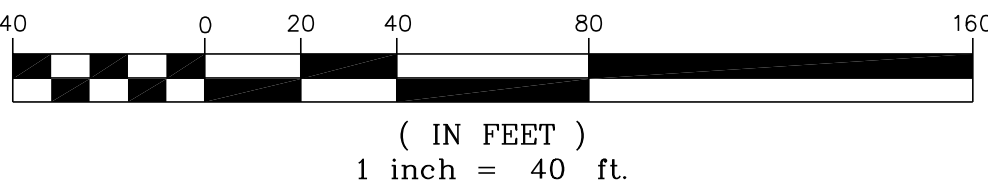
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	6.03	18.74	18°26'50"	N84°28'42"E	6.01
C2	93.43	50.00	107°03'42"	N53°57'31"W	80.42
C3	20.51	70.00	16°47'25"	S08°49'23"E	20.44
C4	15.51	20.00	44°25'37"	S39°25'54"E	15.12
C5	29.30	100.00	16°47'25"	S08°49'23"E	29.20
C6	43.27	25.70	96°27'58"	N50°19'27"W	38.34
C7	5.99	18.68	18°22'53"	S61°17'19"W	5.97

LINE LEGEND

	SUBDIVISION BOUNDARY LINE
	30' PUBLIC ACCESS EASEMENT LINE
	50' MULTI USE EASEMENT LINE
	DRY UTILITY EASEMENT (HATCHED AREA)
	30' PUBLIC ACCESS EASEMENT (HATCHED AREA)
	NEW LOT LINE
	SECTION LINE
	25' DRAINAGE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.46	S72°46'48"W
L2	6.00	N17°13'04"W
L3	5.02	S72°30'38"W
L4	39.77	N00°25'40"W
L5	146.50	N17°13'05"W
L6	196.50	S17°13'05"E
L7	27.77	S00°25'40"E
L8	5.99	N17°13'05"W
L9	5.50	N72°46'55"E
L10	170.55	N17°13'05"W
L11	63.80	N62°32'18"E
L12	159.50	N89°46'29"E
L13	25.00	N00°13'31"W
L14	149.96	S89°46'29"W
L15	10.39	N00°05'50"E
L16	25.00	N89°45'54"W
L17	15.45	S00°05'50"W
L18	59.25	S62°32'18"W
L19	139.55	N17°13'05"W
L20	34.17	N72°46'55"E
L21	24.55	S17°13'05"E
L22	9.17	S72°46'55"W
L23	115.01	S17°13'05"E
L24	25.13	S66°59'54"W
L25	25.13	S17°13'05"E
L26	29.61	N66°59'54"E

GRAPHIC SCALE



PREPARATION DATE: 6/02/17

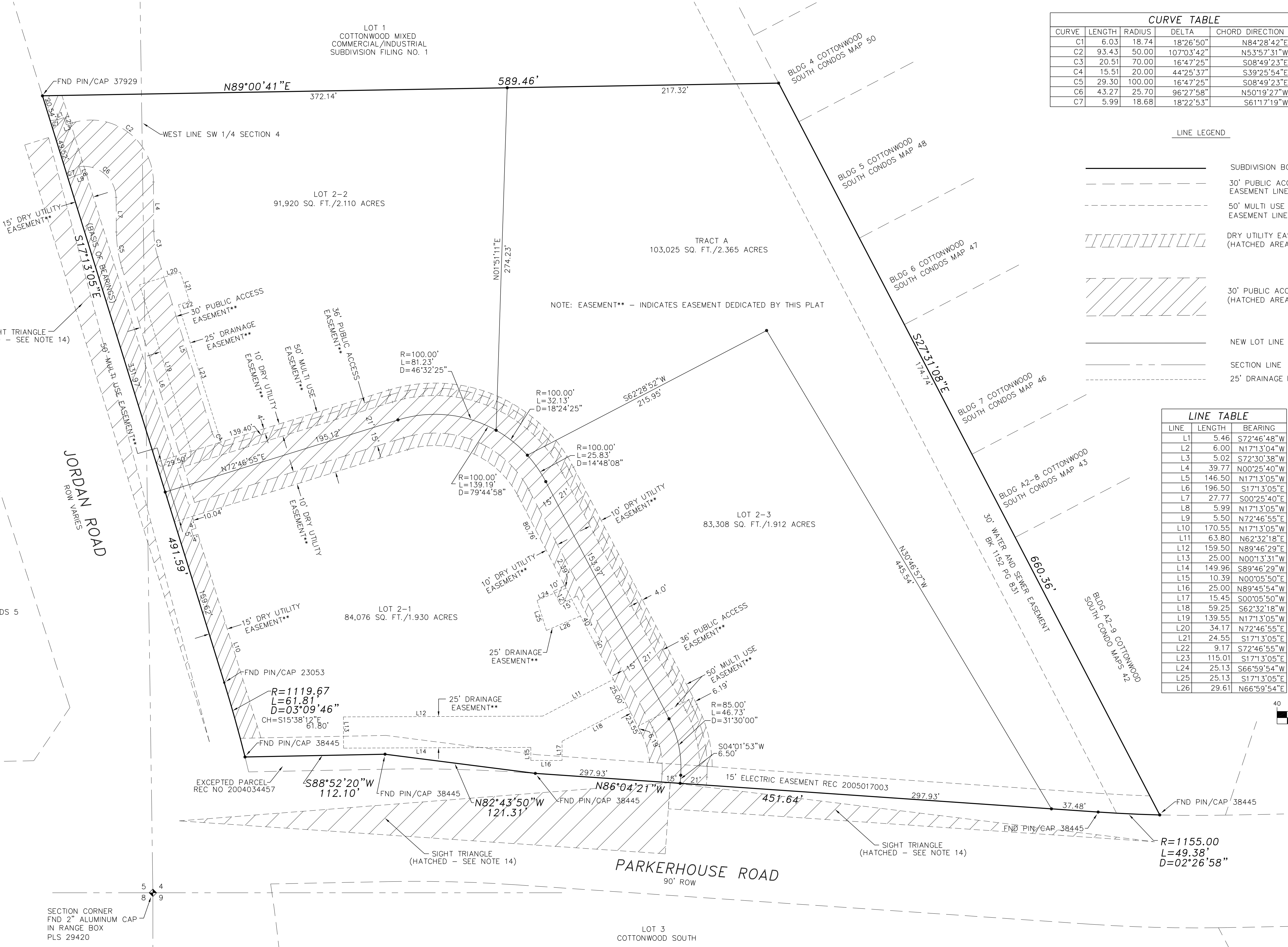
DRAWING NO. 16139PLAT.DWG

SHEET 3 OF 3

DEVELOPER:
CIRCLE K STORES INC.
TIM PETERS
1199 BELTLINE ROAD #160
COPPELL, TX 750191

APPLICANT:
LAND DEVELOPMENT CONSULTANTS, LLC
MICHAEL SCARBROUGH
11811 N. TATUM BLVD, SUITE 1051
PHOENIX, AZ 85208

PREPARED BY:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515



SECTION CORNER
FND 2" ALUMINUM CAP
IN RANGE BOX
PLS 29420

SUBDIVISION AGREEMENT
Cottonwood Highlands Filing No. 6

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), C & J Land Investments, LLC, a Colorado limited liability company, S & L Land Investments, LLC, a Colorado limited liability company, K & H Land Investments, LLC, a Colorado limited liability company, Parkwood East, LLC, a Colorado limited liability company, Scott Carlson, Kent Carlson, Clay Carlson, Colorado Ventures I, LLC, a Florida limited liability company, and Colorado Ventures III, LLC, a Florida limited liability company (collectively referred to as "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Cottonwood Highlands Filing No. 6, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. The Town Council and the Planning Commission of the Town of Parker held all necessary public hearings concerning the plat for the Property. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

C. The approvals cited above are contingent upon the express condition that all duties created by this Agreement are faithfully performed by the Developer.

AGREEMENT

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

1. Purpose. The purpose of this Agreement is to set forth the terms, conditions and fees to be paid by the Developer, upon subdivision of the Property. All conditions contained herein are in addition to any and all requirements of the Town of Parker Subdivision Ordinance and Zoning Ordinance, the Town of Parker Charter, any and all state statutes, and any other sections of the Parker Municipal Code, and are not intended to supersede any requirements contained therein.

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Amended and Restated Annexation Agreement entered into between the Town and the Developer on April 7, 2014, which was recorded on April 11, 2014, at Reception No. 2014017825, and amended on November 3, 2014, and recorded on November 7, 2014, at Reception No. 2014065019, and amended on January 19, 2016, which was recorded on June 5, 2017, at Reception No. 2017037065, and amended on August 21, 2017, which was recorded on August 28, 2017, at Reception No. 2017058580, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

3. Fees. The following fees shall be paid to the Town by the Developer.

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public improvements, and for legal services (the "actual costs") rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

b. The Developer shall pay the impact fees, as established by Town ordinances, in effect at the time this Agreement is executed. The Developer shall pay the foregoing impact fees in effect at the time specified by such ordinances.

c. The Developer acknowledges and agrees that the Town, pursuant to this Agreement, shall be granted construction easement(s) that are reasonably sufficient to complete the public improvements.

4. Specific Conditions. The Developer hereby agrees that:

a. Any approval obtained from the Town of Parker does not obviate the Developer's need to comply with the requirements of Sections 7 and 9 of the Endangered Species Act of 1973, 16 U.S.C. 1531, *et seq.*, as amended, or with any other applicable federal, state or local laws and regulations.

b. Prior to the recordation of the minor development plat, the Developer shall pay to the Town Sixty-Two Thousand Five Hundred Dollars (\$62,500.00), which payment is twenty-five percent (25%) of the cost to design and construct a traffic signal at the intersection of Jordan Road and Parkerhouse Road.

e. Prior to the issuance of any building permit on the Property, the Developer shall pay to the Town Fifty Cents (\$0.50) per square foot of nonresidential building, which payment will be used to reimburse the Town for the cost to remove the existing Intermountain Rural Electric Associations ("IREA") power lines and place underground for that portion of IREA line which is located on the Property.

5. Title Commitment. A title commitment for the Property shall be provided to the Town. The title commitment shall show that all property to be dedicated to the Town is or shall be, subsequent to the execution and recording of the final plat, free and clear of all liens and encumbrances (other than real estate taxes which are not yet due and payable), which would make the dedications unacceptable as the Town, in its sole discretion, determines.

6. Breach by the Developer; the Town's Remedies. In the event of a breach of any of the terms and conditions of this Agreement by the Developer, the Town Council shall be notified immediately and the Town may take such action, as permitted and/or authorized by law, this Agreement or the ordinances and Charter of the Town, as the Town deems necessary to protect the public health, safety and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship and undue risk. The remedies include, but are not limited to:

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;

b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and

c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by Paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before June 30, 2019, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be cash, in which the Town is designated as a beneficiary, in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of cash to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide cash to the Town, in the manner provided herein, shall negate the Town's approval of the final plat. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received the cash payment.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended performance guarantee in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended performance guarantee, the Town may exercise the remedies provided for in paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually

agreed upon by the parties to this Agreement, the Town may draw on the performance guarantee to complete the Public Improvements called for in this Agreement.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall provide to the Town an irrevocable letter of credit or cash performance guarantee in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Homeowners' Association. A homeowners' association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing homeowners' association, if possible. The homeowners' association must be lawfully established before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to insure that they have met the Town's requirements and the articles provide that the homeowners' association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. 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.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

24. 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 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.

Notice to the Town: Town of Parker
 Attn: Director of Engineering/Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138

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

Notice to Developer: Scott L. Carlson
 12460 1st Street
 P.O. Box 247
 Eastlake, Colorado 80614

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no transfer or assignment of any of the rights or obligations of the Developer under this Agreement, without the prior written approval of the Town. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the transfer or assignment of any of the rights and obligations of the Developer under this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

DEVELOPER:

C & J LAND INVESTMENTS, LLC

Clay Carlson, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Clay Carlson, as Manager, of C & J Land Investments, LLC.

My commission expires: _____.

SEAL

Notary Public

S & L LAND INVESTMENTS, LLC

Scott L. Carlson, Manager

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Scott L. Carlson, as Manager, of S & L Land Investments, LLC.

My commission expires: _____.

SEAL

Notary Public

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

Kent D. Carlson, Manager

My commission expires: _____.

Notary Public

Clay Carlson, Manager

My commission expires: _____.

Notary Public

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

SCOTT CARLSON

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by Scott Carlson.

My commission expires: _____.

SEAL

Notary Public

KENT CARLSON

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by Kent Carlson.

My commission expires: _____.

SEAL

Notary Public

CLAY CARLSON

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by Clay Carlson.

My commission expires: _____.

SEAL

Notary Public

**COLORADO VENTURES I, LLC, a Florida
limited liability company**

Donna J. Fudge, Managing Member

STATE OF FLORIDA)
)ss.
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donna J. Fudge, as Managing Member, of Colorado Ventures I, LLC, a Florida limited liability company.

My commission expires: _____.

SEAL

Notary Public

**COLORADO VENTURES III, LLC, a Florida
limited liability company**

Donna J. Fudge, Managing Member

STATE OF FLORIDA)
)ss.
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donna J. Fudge, as Managing Member, of Colorado Ventures III, LLC, a Florida limited liability company.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements

Exhibit A

LEGAL DESCRIPTION:

A PORTION OF LOT 2, COTTONWOOD SOUTH, ACCORDING TO THE PLAT THEREOF, RECORDED
MARCH 5, 2003 UNDER RECEPTION NO. 2003025940, COUNTY OF DOUGLAS, STATE OF COLORADO
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE S17°13'05"E ALONG THE
WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 331.97 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N72°46'55"E, A DISTANCE OF 195.12 FEET;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST (SAID CURVE HAVING A
RADIUS OF 100.00 FEET, A DELTA ANGLE OF 79°44'58"), AN ARC LENGTH OF 139.19 FEET;

THENCE S27°28'07"E, A DISTANCE OF 213.89 FEET;

THENCE SOUTHERLY ALONG A CURVE CONCAVE TO THE WEST (SAID CURVE HAVING A RADIUS OF 85.00
FEET, A DELTA ANGLE OF 31°30'00"), AN ARC LENGTH OF 46.73 FEET;

THENCE S04°01'53"W, A DISTANCE OF 6.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 2;

THENCE N86°04'21"W ALONG SAID SOUTHERLY LINE, A DISTANCE OF 116.23 FEET TO THE MOST
EASTERLY CORNER OF THAT PORTION OF LOT 2 CONVEYED TO THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS IN DEED RECORDED APRIL 7, 2004 UNDER RECEPTION
NO. 2004034457;

THENCE N82°43'50"W ALONG THE NORTHERLY LINE OF SAID PORTION OF LOT 2 CONVEYED TO THE
BOARD OF COUNTY COMMISSIONERS, A DISTANCE OF 121.31 FEET;

THENCE S88°52'20"W ALONG SAID NORTHERLY LINE, A DISTANCE OF 112.10 FEET TO THE WESTERLY
LINE OF SAID LOT 2;

THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ALONG A CURVE CONCAVE TO THE WEST (SAID
CURVE HAVING A RADIUS OF 1119.67 FEET, A DELTA ANGLE 03°09'46", A CHORD BEARING
N15°38'12"W 61.80 FEET), AN ARC LENGTH OF 61.81 FEET;

THENCE N17°13'05"W ALONG SAID WESTERLY LINE, A DISTANCE 159.62 FEET TO THE TRUE POINT OF
BEGINNING.

THE DESCRIBED PARCEL CONTAINS 84,076 SQUARE FEET OR 1.930 ACRES, MORE OR LESS.

COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 1 OF 3

LEGAL DESCRIPTION:

LOT 2, COTTONWOOD SOUTH, ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 5, 2003 UNDER RECEPTION NO. 2003029540, EXCEPT THAT PORTION OF SAID LOT 2 DESCRIBED AND RECORDED UNDER RECEPTION NO. 2004034457, COUNTY OF DOUGLAS, STATE OF COLORADO.

PURPOSE STATEMENT:

THE PURPOSE OF THIS MINOR DEVELOPMENT PLAT IS TO DIVIDE ONE LOT INTO 4 LOTS AND ONE TRACT.

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 "COTTONWOOD HIGHLANDS FILING NO. 6". 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).

(SEE SHEET 2 FOR NOTARIZED SIGNATURES)

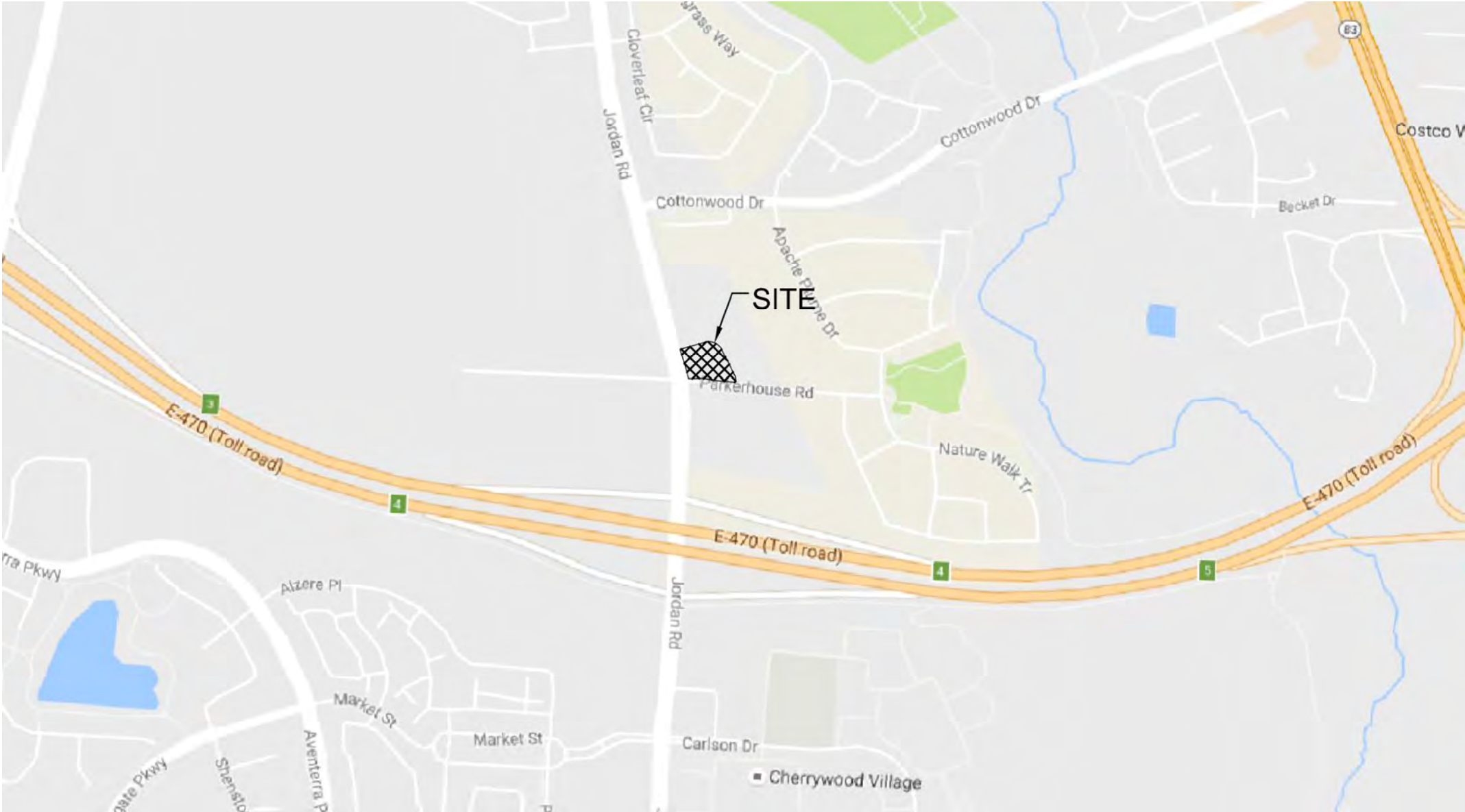
ACKNOWLEDGMENT:

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 OBIVATE SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16U.S.C. 1§ 531, ET SEQ., AS AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

(SEE SHEET 2 FOR NOTARIZED SIGNATURES)

NOTES:

- 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 THEN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.5
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY RUBINO SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, RUBINO SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABC70494034-3 WITH AN EFFECTIVE DATE OF AUGUST 4, 2016. FACILITIES."



VICINITY MAP
SCALE 1"=1000'

NOTES (CONTINUED):

- THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY(S) NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON(S) OR ENTITY(S) WITHOUT AN EXPRESS RECTIFICATION BY THE SURVEYOR NAMING SAID PERSON(S) OR ENTITY(S).
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- THE BEARINGS ARE BASED ON THE WEST LINE OF LOT 2 ASSUMED TO BEAR S17°13'05"E BETWEEN MONUMENTS FOUND AND DESCRIBED HEREON.
- ACCORDING TO FEMA'S FIRM MAP NO. 08035C0066G, DATED MARCH 16, 2016, THE SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING AREAS:

"OTHER FLOOD AREAS, ZONE X", DESCRIBED IN THE LEGEND OF THE ABOVE MENTIONED MAP AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD;

"OTHER AREAS, ZONE X", DESCRIBED IN THE LEGEND OF THE ABOVE MENTIONED MAP AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
- WITHIN THE SIGHT TRIANGLES, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OF TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLES SHALL BE BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- EASEMENTS LABELED "DRY UTILITY EASEMENT" SERVICING ALL LOTS ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AS SHOWN HEREON.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THIS DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THIS PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THIS PROPERTY BE SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- A BLANKET DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACT A FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICROPOOLS, AND WATER QUALITY FACILITIES IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- A MULTI-USE UTILITY EASEMENT IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORMWATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.
- THE SIGHT TRIANGLES SHOWN HEREON ARE NOT LOCATED ON SUBJECT PROPERTY AND ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY.

SURVEYOR'S CERTIFICATE:

I, ROBERT J. RUBINO, A DULY REGISTERED 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 6/20/2016, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAT 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 PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS

I ATTEST THE ABOVE ON THIS _____ DAY OF _____ 2016.

ROBERT J. RUBINO, PLS 14142
COLORADO REGISTERED PROFESSIONAL
LAND SURVEYOR

TITLE VERIFICATION:

I _____, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY, A TITLE INSURANCE COMPANY, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT FOR TAXES FOR THE YEAR 2016 AND SUBSEQUENT YEARS, EXCEPT FOR ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, ENCUMBRANCES, EASEMENTS AND RIGHTS OF WAY OF RECORD, AS SHOWN ON LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70494034-5, EFFECTIVE DATE OCTOBER 04,, 2016.

BY: _____

TITLE: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____ OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC _____ ADDRESS _____

PLANNING COMMISSION:

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON _____

PLANNING DIRECTOR, ON BEHALF OF THE PLANNING COMMISSION

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 SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, 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 OF THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: _____
TOWN CLERK

CLERK & RECORDER'S CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE OF ON THIS

____ DAY OF _____, 20____ AT _____ O'CLOCK ____M.

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

PREPARATION DATE:	6/02/17
DRAWING NO.	16139PLAT.DWG
SHEET 1 OF 3	
DEVELOPER:	CIRCLE K STORES INC. TIM PETERS 1199 BELTLINE ROAD #160 COPPELL, TX 750191
APPLICANT:	LAND DEVELOPMENT CONSULTANTS, LLC MICHAEL SCARBROUGH 11811 N. TATUM BLVD, SUITE 1051 PHOENIX, AZ 85208
PREPARED BY:	RUBINO SURVEYING 3312 AIRPORT ROAD BOULDER, COLORADO 80301 (303) 464-9515

COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 2 OF 3

OWNER:

C&J LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF C&J LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

S&L LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF S&L LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

K&H LAND INVESTMENTS, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF K&H LAND INVESTMENTS, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

COLORADO VENTURE III, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF COLORADO VENTURE III, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

COLORADO VENTURE I, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF COLORADO VENTURE I, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

PARKWOOD EAST, LLC

BY: _____
NAME:
TITLE:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY _____ AS AN AUTHORIZED SIGNATORY OF PARKWOOD EAST, LLC.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

CLAY CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY CLAY CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

KENT CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY KENT CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

OWNER:

SCOTT CARLSON

BY: _____

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____,
20__, BY SCOTT CARLSON AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

NOTARY PUBLIC ADDRESS

PREPARATION DATE:	6/02/17
DRAWING NO.	16139PLAT.DWG
SHEET 2 OF 3	
DEVELOPER: CIRCLE K STORES INC. TIM PETERS 1199 BELTLINE ROAD #160 COPPELL, TX 750191	
APPLICANT: LAND DEVELOPMENT CONSULTANTS, LLC MICHAEL SCARBROUGH 11811 N. TATUM BLVD, SUITE 1051 PHOENIX, AZ 85208	
PREPARED BY: RUBINO SURVEYING 3312 AIRPORT ROAD BOULDER, COLORADO 80301 (303) 464-9515	

COTTONWOOD HIGHLANDS FILING NO. 6

A REPLAT OF LOT 2, COTTONWOOD SOUTH
LOCATED IN THE SW 1/4 OF SECTION 4 AND THE SE 1/4
OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 66 WEST
OF THE 6TH P.M., COUNTY OF DOUGLAS,
STATE OF COLORADO

MINOR DEVELOPMENT PLAT
8.318 ACRES, 3 LOTS, 1 TRACT
SHEET 3 OF 3

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C1	6.03	18.74	18°26'50"	N84°28'42"E	6.01
C2	93.43	50.00	107°03'42"	N53°57'31"W	80.42
C3	20.51	70.00	16°47'25"	S08°49'23"E	20.44
C4	15.51	20.00	44°25'37"	S39°25'54"E	15.12
C5	29.30	100.00	16°47'25"	S08°49'23"E	29.20
C6	43.27	25.70	96°27'58"	N50°19'27"W	38.34
C7	5.99	18.68	18°22'53"	S61°17'19"W	5.97

LINE LEGEND

	SUBDIVISION BOUNDARY LINE
	30' PUBLIC ACCESS EASEMENT LINE
	50' MULTI USE EASEMENT LINE
	DRY UTILITY EASEMENT (HATCHED AREA)
	30' PUBLIC ACCESS EASEMENT (HATCHED AREA)
	NEW LOT LINE
	SECTION LINE
	25' DRAINAGE EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.46	S72°46'48"W
L2	6.00	N17°13'04"W
L3	5.02	S72°30'38"W
L4	39.77	N00°25'40"W
L5	146.50	N17°13'05"W
L6	196.50	S17°13'05"E
L7	27.77	S00°25'40"E
L8	5.99	N17°13'05"W
L9	5.50	N72°46'55"E
L10	170.55	N17°13'05"W
L11	63.80	N62°32'18"E
L12	159.50	N89°46'29"E
L13	25.00	N00°13'31"W
L14	149.96	S89°46'29"W
L15	10.39	N00°05'50"E
L16	25.00	N89°45'54"W
L17	15.45	S00°05'50"W
L18	59.25	S62°32'18"W
L19	139.55	N17°13'05"W
L20	34.17	N72°46'55"E
L21	24.55	S17°13'05"E
L22	9.17	S72°46'55"W
L23	115.01	S17°13'05"E
L24	25.13	S66°59'54"W
L25	25.13	S17°13'05"E
L26	29.61	N66°59'54"E

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

PREPARATION DATE: 6/02/17

DRAWING NO. 16139PLAT.DWG

SHEET 3 OF 3

DEVELOPER:
CIRCLE K STORES INC.
TIM PETERS
1199 BELTLINE ROAD #160
COPPELL, TX 750191

APPLICANT:
LAND DEVELOPMENT CONSULTANTS, LLC
MICHAEL SCARBROUGH
11811 N. TATUM BLVD, SUITE 1051
PHOENIX, AZ 85208

PREPARED BY:
RUBINO SURVEYING
3312 AIRPORT ROAD
BOULDER, COLORADO 80301
(303) 464-9515

LOT 1
COTTONWOOD MIXED
COMMERCIAL/INDUSTRIAL
SUBDIVISION FILING NO. 1

WEST LINE SW 1/4 SECTION 4
LOT 2-2
91,920 SQ. FT./2.110 ACRES

LOT 2-1
84,076 SQ. FT./1.930 ACRES

LOT 2-3
83,308 SQ. FT./1.912 ACRES

TRACT A
103,025 SQ. FT./2.365 ACRES

LOT 3
COTTONWOOD SOUTH

LOT 4
COTTONWOOD SOUTH

LOT 5
COTTONWOOD SOUTH

LOT 6
COTTONWOOD SOUTH

LOT 7
COTTONWOOD SOUTH

LOT 8
COTTONWOOD SOUTH

LOT 9
COTTONWOOD SOUTH

LOT 10
COTTONWOOD SOUTH

LOT 11
COTTONWOOD SOUTH

LOT 12
COTTONWOOD SOUTH

LOT 13
COTTONWOOD SOUTH

LOT 14
COTTONWOOD SOUTH

LOT 15
COTTONWOOD SOUTH

LOT 16
COTTONWOOD SOUTH

LOT 17
COTTONWOOD SOUTH

LOT 18
COTTONWOOD SOUTH

LOT 19
COTTONWOOD SOUTH

LOT 20
COTTONWOOD SOUTH

LOT 21
COTTONWOOD SOUTH

LOT 22
COTTONWOOD SOUTH

LOT 23
COTTONWOOD SOUTH

LOT 24
COTTONWOOD SOUTH

LOT 25
COTTONWOOD SOUTH

LOT 26
COTTONWOOD SOUTH

LOT 27
COTTONWOOD SOUTH

LOT 28
COTTONWOOD SOUTH

LOT 29
COTTONWOOD SOUTH

LOT 30
COTTONWOOD SOUTH

LOT 31
COTTONWOOD SOUTH

LOT 32
COTTONWOOD SOUTH

LOT 33
COTTONWOOD SOUTH

LOT 34
COTTONWOOD SOUTH

LOT 35
COTTONWOOD SOUTH

LOT 36
COTTONWOOD SOUTH

LOT 37
COTTONWOOD SOUTH

LOT 38
COTTONWOOD SOUTH

LOT 39
COTTONWOOD SOUTH

LOT 40
COTTONWOOD SOUTH

LOT 41
COTTONWOOD SOUTH

LOT 42
COTTONWOOD SOUTH

LOT 43
COTTONWOOD SOUTH

LOT 44
COTTONWOOD SOUTH

LOT 45
COTTONWOOD SOUTH

LOT 46
COTTONWOOD SOUTH

LOT 47
COTTONWOOD SOUTH

LOT 48
COTTONWOOD SOUTH

LOT 49
COTTONWOOD SOUTH

LOT 50
COTTONWOOD SOUTH

LOT 51
COTTONWOOD SOUTH

LOT 52
COTTONWOOD SOUTH

LOT 53
COTTONWOOD SOUTH

LOT 54
COTTONWOOD SOUTH

LOT 55
COTTONWOOD SOUTH

LOT 56
COTTONWOOD SOUTH

LOT 57
COTTONWOOD SOUTH

LOT 58
COTTONWOOD SOUTH

LOT 59
COTTONWOOD SOUTH

LOT 60
COTTONWOOD SOUTH

LOT 61
COTTONWOOD SOUTH

LOT 62
COTTONWOOD SOUTH

LOT 63
COTTONWOOD SOUTH

LOT 64
COTTONWOOD SOUTH

LOT 65
COTTONWOOD SOUTH

LOT 66
COTTONWOOD SOUTH

LOT 67
COTTONWOOD SOUTH

LOT 68
COTTONWOOD SOUTH

LOT 69
COTTONWOOD SOUTH

LOT 70
COTTONWOOD SOUTH

LOT 71
COTTONWOOD SOUTH

LOT 72
COTTONWOOD SOUTH

LOT 73
COTTONWOOD SOUTH

LOT 74
COTTONWOOD SOUTH

LOT 75
COTTONWOOD SOUTH

LOT 76
COTTONWOOD SOUTH

LOT 77
COTTONWOOD SOUTH

LOT 78
COTTONWOOD SOUTH

LOT 79
COTTONWOOD SOUTH

LOT 80
COTTONWOOD SOUTH

LOT 81
COTTONWOOD SOUTH

LOT 82
COTTONWOOD SOUTH

LOT 83
COTTONWOOD SOUTH

LOT 84
COTTONWOOD SOUTH

LOT 85
COTTONWOOD SOUTH

LOT 86
COTTONWOOD SOUTH

LOT 87
COTTONWOOD SOUTH

LOT 88
COTTONWOOD SOUTH

LOT 89
COTTONWOOD SOUTH

LOT 90
COTTONWOOD SOUTH

LOT 91
COTTONWOOD SOUTH

LOT 92
COTTONWOOD SOUTH

LOT 93
COTTONWOOD SOUTH

LOT 94
COTTONWOOD SOUTH

LOT 95
COTTONWOOD SOUTH

LOT 96
COTTONWOOD SOUTH

LOT 97
COTTONWOOD SOUTH

LOT 98
COTTONWOOD SOUTH

LOT 99
COTTONWOOD SOUTH

LOT 100
COTTONWOOD SOUTH

LOT 101
COTTONWOOD SOUTH

LOT 102
COTTONWOOD SOUTH

LOT 103
COTTONWOOD SOUTH

LOT 104
COTTONWOOD SOUTH

LOT 105
COTTONWOOD SOUTH

LOT 106
COTTONWOOD SOUTH

LOT 107
COTTONWOOD SOUTH

LOT 108
COTTONWOOD SOUTH

LOT 109
COTTONWOOD SOUTH

LOT 110
COTTONWOOD SOUTH

LOT 111
COTTONWOOD SOUTH

LOT 112
COTTONWOOD SOUTH

LOT 113
COTTONWOOD SOUTH

LOT 114
COTTONWOOD SOUTH

LOT 115
COTTONWOOD SOUTH

LOT 116
COTTONWOOD SOUTH

LOT 117
COTTONWOOD SOUTH

LOT 118
COTTONWOOD SOUTH

LOT 119
COTTONWOOD SOUTH

LOT 120
COTTONWOOD SOUTH

LOT 121
COTTONWOOD SOUTH

LOT 122
COTTONWOOD SOUTH

LOT 123
COTTONWOOD SOUTH

LOT 124
COTTONWOOD SOUTH

LOT 125
COTTONWOOD SOUTH

LOT 126
COTTONWOOD SOUTH

LOT 127
COTTONWOOD SOUTH

LOT 128
COTTONWOOD SOUTH

LOT 129
COTTONWOOD SOUTH

LOT 130
COTTONWOOD SOUTH

LOT 131
COTTONWOOD SOUTH

LOT 132
COTTONWOOD SOUTH

LOT 133
COTTONWOOD SOUTH

LOT 134
COTTONWOOD SOUTH

LOT 135
COTTONWOOD SOUTH

LOT 136
COTTONWOOD SOUTH

LOT 137
COTTONWOOD SOUTH

LOT 138
COTTONWOOD SOUTH

LOT 139
COTTONWOOD SOUTH

LOT 140
COTTONWOOD SOUTH

LOT 141
COTTONWOOD SOUTH

LOT 142
COTTONWOOD SOUTH

LOT 143
COTTONWOOD SOUTH

LOT 144
COTTONWOOD SOUTH

LOT 145
COTTONWOOD SOUTH

LOT 146
COTTONWOOD SOUTH

LOT 147
COTTONWOOD SOUTH

LOT 148
COTTONWOOD SOUTH

LOT 149
COTTONWOOD SOUTH

LOT 150
COTTONWOOD SOUTH

LOT 151
COTTONWOOD SOUTH

LOT 152
COTTONWOOD SOUTH

LOT 153
COTTONWOOD SOUTH

LOT 154
COTTONWOOD SOUTH

LOT 155
COTTONWOOD SOUTH

LOT 156
COTTONWOOD SOUTH

LOT 157
COTTONWOOD SOUTH

LOT 158
COTTONWOOD SOUTH

LOT 159
COTTONWOOD SOUTH

LOT 160
COTTONWOOD SOUTH

LOT 161
COTTONWOOD SOUTH

LOT 162
COTTONWOOD SOUTH

LOT 163
COTTONWOOD SOUTH

LOT 164
COTTONWOOD SOUTH

LOT 165
COTTONWOOD SOUTH

LOT 166
COTTONWOOD SOUTH

LOT 167
COTTONWOOD SOUTH

LOT 168
COTTONWOOD SOUTH

LOT 169
COTTONWOOD SOUTH

LOT 170
COTTONWOOD SOUTH

LOT 171
COTTONWOOD SOUTH

LOT 172
COTTONWOOD SOUTH

LOT 173
COTTONWOOD SOUTH

LOT 174
COTTONWOOD SOUTH

LOT 175
COTTONWOOD SOUTH

LOT 176
COTTONWOOD SOUTH

LOT 177
COTTONWOOD SOUTH

LOT 178
COTTONWOOD SOUTH

LOT 179
COTTONWOOD SOUTH

LOT 180
COTTONWOOD SOUTH

LOT 181
COTTONWOOD SOUTH

LOT 182
COTTONWOOD SOUTH

LOT 183
COTTONWOOD SOUTH

LOT 184
COTTONWOOD SOUTH

LOT 185
COTTONWOOD SOUTH

LOT 186
COTTONWOOD SOUTH

LOT 187
COTTONWOOD SOUTH

LOT 188
COTTONWOOD SOUTH

LOT 189
COTTONWOOD SOUTH

LOT 190
COTTONWOOD SOUTH

LOT 191
COTTONWOOD SOUTH

LOT 192
COTTONWOOD SOUTH

LOT 193
COTTONWOOD SOUTH

LOT 194
COTTONWOOD SOUTH

LOT 195
COTTONWOOD SOUTH

LOT 196
COTTONWOOD SOUTH

LOT 197
COTTONWOOD SOUTH

LOT 198
COTTONWOOD SOUTH

LOT 199
COTTONWOOD SOUTH

LOT 200
COTTONWOOD SOUTH

LOT 201
COTTONWOOD SOUTH

LOT 202
COTTONWOOD SOUTH

LOT 203
COTTONWOOD SOUTH

LOT 204
COTTONWOOD SOUTH

LOT 205
COTTONWOOD SOUTH

LOT 206
COTTONWOOD SOUTH

Exhibit C



6162 S. Willow Drive, Suite 320
Greenwood Village, CO 80111
(303) 770-8884 (Phone)
(303) 770-3636 (Fax)

Date: 14-Jul-17
Project: Circle K - Parker, CO
Location: Jordan Rd. & Parkerhouse Rd.
By: M. Shaw

1. Estimate based on 4th Submittal Construction Plans prepared by Galloway & Company, Inc. on 6/29/2017.
2. Estimate includes ROW improvements up to the Lot 2-1 property line (Circle K project site).
3. Estimate does not include demolition or permit costs.

Preliminary Opinion of Probable Cost (Circle K Project)

1	OFF-SITE IMPROVEMENTS (JORDAN & PARKERHOUSE ROW)	Quantity	Unit	Unit Cost	Total
2	Demolition				
3	Concrete Sidewalk (5')	300	SY	\$18.00	\$5,400.00
4	Curb and Gutter	160	L.F.	\$8.00	\$1,280.00
5	Paving				
6	Curb and Gutter	160	L.F.	\$15.00	\$2,400.00
7	Standard Duty Asphalt (6" Full Depth)	840	S.F.	\$3.00	\$2,520.00
8	Concrete Sidewalk (5')	280	S.Y.	\$39.87	\$11,163.60
9	Concrete Handicap Ramp	4	E.A.	\$750.00	\$3,000.00
10	Concrete Cross Pan	36	S.Y.	\$39.87	\$1,435.32
11	Concrete Island (Pork-Chop)	15	S.Y.	\$39.87	\$598.05
12	Striping and Signage				
13	Crosswalk Striping	70	L.F.	\$1.50	\$105.00
14	Stop Sign	2	EA.	\$250.00	\$500.00
15	Sub-Total - Off-Site Improvements (Jordan & Parkerhouse ROW)				\$28,401.97
16	PUBLIC DETENTION BASIN (TRACT A)				
17	Drainage and Stormwater Improvements				
18	30" FES (At Forebay)	1	EA.	\$1,500.00	\$1,500.00
19	Concrete Forebay	460	SY	\$20.00	\$9,200.00
20	Concrete Trickle Channel (4.5' Wide Including 6" Curbs)	125	L.F.	\$30.00	\$3,750.00
21	Outlet Structure with Micropool	1	EA.	\$15,000.00	\$15,000.00
22	24" RCP Pipe (From Outlet Structure to Existing Stub)	32	L.F.	\$70.00	\$2,240.00
23	Manhole - 4' Diameter (At Existing Stub)	1	EA.	\$3,000.00	\$3,000.00
24	Overflow Weir Soil Rip-Rap	330	S.Y.	\$40.00	\$13,200.00
25	Overflow Weir Concrete Cutoff Wall (3'-4.6' Depth)	280	SF	\$25.00	\$7,000.00
26	Pond Access Path (12" Min Depth)	890	S.Y.	\$40.00	\$35,600.00
27	Sub-Total - Public Detention Basin (Tract A)				\$90,490.00
28	SUB-TOTAL				\$118,891.97
29	Construction Contingency	10.0%			\$11,889.20
27	Mobilization	5.0%			\$5,944.60
28	Surveying	3.0%			\$3,566.76
29	Construction Management & Testing	12.0%			\$14,267.04
30	TOTAL OFF-SITE IMPROVEMENTS				\$154,559.56
	SECURITY AT 110%				\$170,015.52



Planning Commission Staff Report

Planning Commission Date: 6/28/2018

Town Council Date: 7/16/2018

Hearing Type: Public Hearing
Cottonwood Highlands Filing 6 – Minor Development Plat
SUB16-055

Location: Northeast corner of Parkerhouse Road and Jordan Road

Project Planner: Carolyn Parkinson, Planner

Applicant: Land Development Consultants – Sophia Hernandez

Executive Summary: A Minor Development Plat application to subdivide an existing 8.3 acre parcel into three commercial lots and 1 tract.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Cottonwood Highland Filing 6 Minor Development Plat."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Cottonwood Highland Filing 6 Minor Development Plat, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the Cottonwood Highland Filing 6 Minor Development Plat as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the Cottonwood Highland Filing 6 Minor Development Plat to a future date."

I. BACKGROUND/DISCUSSION

Previously, this site was Lot 2 of the Cottonwood South Subdivision which was platted in Douglas County prior to annexation to the Town. This site was annexed in February of 2006. The name of the subdivision does not change at annexation; however, when parcels are platted within the Town the subdivision name does change to align with the Town's platting nomenclature. The Cottonwood Highlands Planned Development (PD) Guide identifies the zoning for this parcel as Commercial. There is no regional storm water infrastructure currently for the site.

This proposal will subdivide the parcel into three commercial lots and one tract. These commercial lots will serve a growing residential community with neighborhood services that are currently lacking in the area. The tract will contain an on-site detention basin.

The existing site is vacant and is vegetated with natural grasses. Drainage flows generally northeast to an existing storm pipe and discharges through an off-site detention pond. To maintain historic drainage flows for the new development, an on-site detention pond is required and will be located on Tract A. There is no 100-year floodplain present on this site.



II. PRIOR ACTIONS

Date	Action
February 2006	Annexation and zoning to Cottonwood Highlands Planned Development

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Cottonwood Highlands 4 th Amendment		
Master Plan Area	Mixed Use		
Site Acreage	8.3 acres		
Subdivision	Cottonwood South		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Douglas County	Douglas County Zoning	Storage
South	E-470	C - Commercial District	Vacant
East	Douglas County	Douglas County Zoning	Multifamily Residential
West	E-470	C - Commercial District	Vacant

IV. PARKER 2035 MASTER PLAN **[Parker 2035 Master Plan | Town of Parker - Official Website](#)**

MASTER PLAN CONSISTENCY	
Master Plan Designation	Choose an item. ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	This property is located within the E-470 Mixed Use Character Area which recommends a mix of land uses that will allow residents to walk and bicycle to their daily needs including retail, employment and recreation through a blend of compatible land uses, public amenities and an integrated multimodal transportation system. Land uses appropriate within this Character Area include a variety of higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the overall development pattern within this Character Area. Single family detached residential uses and residential at less than 10 dwelling units per acre are not appropriate in this area. Densities may be reduced as a transition to adjacent residential development.
Consistent Goals/Strategies	Land Use 1.H Jobs and Economic Vitality 2.E
Inconsistent Goals/Strategies	None
Staff Analysis	There is significant existing and planned residential development in the area and neighborhood oriented commercial services are currently lacking. The

	commercial uses that are anticipated for this site will benefit the traveling public, provide services that local residents can walk and bike to and are consistent with commercial uses as described in the 2035 Master Plan.
--	--

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Site Plan/UBSR/Sketch/Prelim Plan/MDP)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	40' when adjacent to an arterial roadway 20' when adjacent to a local roadway 50' when adjacent to residential 0' when adjacent to commercial area		☐ Consistent ☐ Inconsistent ☒ N/A
Density	Commercial Uses		☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	60 feet		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	No minimum lot area when development is designed as a project		☐ Consistent ☐ Inconsistent ☒ N/A
Lot Coverage	No maximum or minimum		☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070		☒ Consistent ☐ Inconsistent ☒ N/A
Off-Street Parking	Title 13.06.050		☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	Land Use and development on this site is regulated by the Cottonwood Highlands Planned Development (PD) Guide and Plan. The lots proposed with this		

	subdivision are adequate in size and shape to allow for reasonable commercial development that meets the zoning standards set forth in the PD. A site plan has been conditionally approved for Lot 2-1 to permit a convenience store with gas station. Only one site plan proposal has been submitted for this development. Site Plan approval will not take effect until the Minor Development Plat has been approved and recorded. The anticipated and proposed uses are allowed in all commercial areas within the PD.		
--	---	--	--

VI. ACCESS, CIRCULATION

The development will have two points of access. The first is from Jordan Road near the northwest corner of the site. The second is via Parkerhouse Road at the approximate midpoint of the southern parcel boundary. Internal circulation will be provided by a private access drive.

The Construction Specifications and Design Considerations for Parks, Trails and Streetscapes Manual require a detached sidewalk for all arterial roadways. Jordan Road is an arterial roadway. The existing attached sidewalk along Jordan Road will be replaced with a detached sidewalk to conform with the manual's streetscape requirements.

VII. UTILITIES, DRAINAGE/GRADING AND EROSION CONTROL

This property is within the Cottonwood Water and Sanitation District's service area. Electrical service will be provided by IREA and natural gas will be provided by Xcel Energy. All three have indicated they can provide the subject property with utility service.

The proposed storm water detention basin is located on Tract A. The proposed drainage infrastructure improvements for Tract A include both the current developed condition and the three additional lots. Engineering has reviewed and approved the construction drawings for compliance with the Town of Parker Storm Drainage and Environmental Criteria manual and the Master Drainage Report for Cottonwood Highlands.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
South Metro Fire & Rescue Authority	No Comment
Town of Parker Building Department	No Comment
Cottonwood Water & Sanitation District	Approved
Centennial Airport	No Comment
Comcast	No comment
Xcel	Approved
IREA	Approved
CenturyLink	No Comment
E470 Highway Authority	Completed
Douglas County Planning	Approved
Cottonwood South Home Owners Association	No Comment

IX. CONCLUSION

This proposal is consistent with the 2035 Master Plan and supports commercial growth in the Town. The uses that are anticipated are allowed within the Cottonwood Highlands Planned Development and will provide neighborhood services that are lacking in the area. Staff recommends that the Planning Commission recommend that Town Council approve the Minor Development Plat for Cottonwood Highlands Filing 6 subject to the Town of Parker Municipal Code.

X. ATTACHMENTS

1. Referral Agency Comments
2. Minor Development Plat

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

REVIEWS

Carolyn Parkinson

COMPLETENESS REVIEW

I have had the opportunity to review for completeness the replat application submitted for Cottonwood South, Lot 2. There are some items that need correction before the application can be accepted for completeness.

- The charge back form and process has been revised. I have attached the correct charge back agreement and have deleted the one previously submitted to eTRAKIT. Please have the property owner sign, have a witness sign, and upload the agreement to eTRAKIT. Please do not date the agreement. Once the agreement has been executed in house, we will date it and send a copy back to you.
- The application needs some revisions. Both Minor Development and Site Plan have been checked. Please revise by checking replat only. In the space where a description of the request can be summarized, "see narrative" has been provide. This will not suffice. Please summarize briefly, "this is a replat of lot 2 into 5 lot", for instance.
- The agreement with Cottonwood Water and Sanitation has not been fully executed. I will accept as submitted for the purpose of review, but please note that a fully executed agreement will be needed prior to approval.
- The will serve letter from Cottonwood Water and Sanitation cites the wrong property description, as does the title of the submitted plat. Both include "Filing 5, Block 1". Douglas County assessors list this property as Cottonwood South, Lot 2. Please correct both documents or provide clarification for this property description.

Please correct these items, provide the signed charge back agreement, and pay the assessed fees in eTRAKIT. Once these items have been completed, the application can be sent out for referral.

12/28/2016 3:00:35 PM

Carolyn Parkinson

COMPLETENESS REVIEW

The applicant uploaded the chargeback, but it is required to be witnessed. It is not. Once that is completed and the fees are paid the application can go out to referral.

1/18/2017 4:48:49 PM

Peggy Davenport

E-470 Public Highway Authority 20

All new development within one and one-half mile on either side of the E-470 centerline is subject to highway expansion fees.

1/23/2017 11:19:17 AM

Dylan Heberlein

Centennial Airport 20

Re: SUB16-055; COTTONWOOD HIGHLANDS F6 REPLAT OF COTTONWOOD SOUTH

Dear Ms. Parkinson,

Thank you for the opportunity to review the Replat SUB16-055. Please forward a copy of the recorded easement to our office and include the book and page number of the easement on all plats and plans. Also, any permanent or temporary obstructions to air navigation (including cranes used during construction) that penetrate the 100:1 slope will require the filing and approval of FAA Form 7460-1.

Please feel free to call me if you have any questions.

Sincerely,

Dylan Heberlein
Noise & Environmental Specialist
1/23/2017 3:29:03 PM

Donna George

**Public Service Company of
Colorado 20**

Please see attached letter with mark-up drawing for requested easements.

1/27/2017 2:44:44 PM

Randy Capra

**FIRE LIFE
SAFETY
20**

The applicant shall visit the comments specific to the site plan with regard to the overall utility plans; four fire hydrants will be required for this site... at the entry off of Parker House Road (either side of street), each entry to the Circle K, and the north entry off of Jordan. Additionally, the plans do not have the correct signature block and the submittal documents did not include an auto turn analysis.

Refer to SP16-093 for all comments specific to this site.

2/9/2017 6:52:37 AM

Brooks Kaufman

**IREA
20**

The Association has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:

The Association has existing underground/overhead electric facilities on the subject property. The Association will maintain these existing utility easements and facilities unless otherwise requested by the applicant to modify them under the Association's current extension policies. The Association will require a fifteen-foot (15') wide utility easement along Jordan Road. The Association will require a ten-foot (10') wide utility easements along the front, common side lot and rear lot of Lots 2A, 2B, 2C, 2D and 2E. (attached IREA markup)

2/14/2017 7:43:36 AM

Chris Boyd

**Douglas County
Planning Services
Division 20**

Addressing Comments:

Please be aware that the plat exhibit is titled Cottonwood South Filing 5, however the project is titled Cottonwood Highlands Filing 6.

Engineering Comments:

Please include a description and analysis of the downstream (northern) storm water infrastructure.

Planner Comments:

Site is within the incorporated Parker Municipal Planning Area, which supports urban level development. Planning Services has no comment on the application.

2/14/2017 4:57:47 PM

Kurt Patrick

DRAINAGE REPORT - STORMWATER

See comments on SP16-093.

2/16/2017 4:09:51 PM

Kurt Patrick

PLAT - STORMWATER

Defer to civil review.

2/16/2017 4:10:51 PM

Marian Woodward

**Douglas County
Assessor's Office
20**

1) Legal description on sheet one needs to note that a portion of Lot 2 is excepted per 2004034457. While it is noted on the exhibit, the legal description must exclude it as well. Also, reception # listed for sub is wrong. It should be 2003029540.

2) Approval of town council paragraph is not populated with subdivision or reception # information.

3) Owner names on sheet 2 have typos (all company names with "Investments" were spelled wrong, including in the notary line). Please correct.

2/16/2017 4:34:59 PM

Carolyn Parkinson

REPLAT 20

Please see Development Review memo and redlines attached.

2/19/2017 3:33:53 PM

Alex Mestdagh

**PLAT -
CIVIL**

Show dedicate an access easement over the internal roadway to ensure that all lots created in this plat have access to public roadways.

Please add the following plat note:

"Access easements are hereby granted over all private entrances and internal roadways within this development for the benefit of all current and future property owners of this property for ingress, egress and traffic circulation. Should this property be subdivided into additional lots, all such lots shall have the right to use all such entrances and roadways for public access purposes."

Show and dedicate all necessary drainage and utility easements to accommodate the proposed infrastructure on the site.

Please further describe Tract C, it appears this may have been part of a previous plat.

If necessary, please dedicate to the Town a sidewalk easement for any sidewalk on Parkerhouse Road that is located outside of right-of-way.

2/22/2017 10:19:19 AM

Alex Mestdagh

TRAFFIC IMPACT STUDY - CIVIL

Reviewed with SP.

2/22/2017 10:20:08 AM

Alex Mestdagh

DRAINAGE REPORT - CIVIL

Reviewed with SP.

2/22/2017 10:22:16 AM

Donna George

**Public Service
Company of
Colorado 15**

PSCo/Xcel Energy acknowledges all dry utility easements on this plat. The comment response indicated a note was added "Permanent structures...", however, it is unable to be located on the plat.

5/3/2017 9:32:32 AM

Dylan Heberlein

**Centennial Airport
15**

Re: SUB16-055; COTTONWOOD HIGHLANDS F6 REPLAT-COTTONWOOD SOUTH L2

Dear Ms. Parkinson,

We have no further comments to make regarding this project.

Please feel free to call me if you have any questions.

Sincerely,

Dylan Heberlein
Noise & Environmental Specialist

5/4/2017 9:21:15 AM

Randy Capra

**FIRE LIFE
SAFETY 15**

The applicant has provided the hydrants noted at the two Jordan Road entrances; the applicant shall add an additional hydrant off of Parker House Road and the south entry to the private road. Ensure that the correct signature block is used on the cover sheet of the utility drawings and the overall utility page (I did not see a utility plan... just the site plan).

5/19/2017 12:41:19 PM

Brooks Kaufman

IREA 15

The applicant has addressed the Association's request and comments.

5/19/2017 4:10:22 PM

Randy Capra

**FIRE LIFE
SAFETY 15**

I have been in contacts with Galloway; Galloway will be updating Utility drawings to address the fire hydrant on the south side of the site.

5/22/2017 2:48:04 PM

Marian Woodward

**Douglas County Assessor's
Office 15**

Dedication statement has wrong filing number in plat name. Please update from Filing 5 to Filing 6.

5/22/2017 5:00:51 PM

Tyler Sandt

**PLAT -
CIVIL**

1. Please add the following notes to the plat:

"Access easements are hereby granted over all private entrances and internal roadways within this development for the benefit of all current and future owners of this property for ingress, egress and traffic circulation. Should this property be subdivided into additional lots, all such lots shall have the right to use all such entrances and roadways for public access purposes."

"A blanket drainage easement is hereby dedicated to the Town of Parker over and across Tract A for the purpose of accessing, maintaining, and repairing stormwater management improvements including, but not limited to, inlets, pipes, culverts, channels, ditches, hydraulic structures, riprap, detention basins, forebays, micropools, and water quality facilities in the event that the property owner fails to satisfactorily maintain or repair said facilities."

"A Multi-Use Utility Easement is hereby dedicated as shown for the use of all utilities. The Town of Parker is granted access over and across the easement for the purpose of accessing, maintaining, and repairing stormwater management improvements in the event that the property owner fails to satisfactorily maintain or repair said facilities."

2. Show sight triangles at the site's accesses.

3. Dedicate 25' drainage easements over all on-site storm sewer not covered by the multi-use easement (RCP only).

5/22/2017 5:30:27 PM

Tyler Sandt

**CONSTRUCTION
PLANS - CIVIL**

1. Include the Town's engineering signature block on all sheets containing non-standard details.

2. The WQCV Plate calls out both 10" and 17" spacing for the orifice holes; the drainage report calls out 16" spacing. The UD Detention calculations show the spacing being 15.6". Please verify that all pond details correspond with the drainage report calculations.

3. The orifice holes are shown as 5.3 sq. inches on the detail and 5.44 sq. inches on the UD detention calculations.

4. Add reinforcement callouts to the outlet structure, forebay, and trickle channel.

5. Clarify the Forebay Rectangular Weir detail. What is the 2" elevation difference between the invert of the weir and the top of forebay base elevation?

6. Add concrete in the overflow chamber base of the outlet structure up to the invert of the outlet pipe.

7. Add a detail for the 100-yr restrictor plate on the outlet pipe.

8. A well screen is not required when the water quality plate orifice sizes are 2.5" diameter or greater.

9. Add steps to access the micropool section of the outlet structure.

10. Show HGL's on the storm sewer profile.

11. Remove the portion of the access road adjacent to the trickle channel. Please also show the maintenance access tying into the forebay wall as shown in figure 7.1 in the SDECM. Note that the internal ramp does not have a slope requirement.

12. Show the concrete overflow spillway wall with dimensions on the plan set.

13. Please also provide a cross-sectional view of the emergency spillway. Ensure all relevant callouts are made per Figure 7.6.

14. Revise the trickle channel to show a flat bottom to assist with maintenance operations.

15. Provide a maintenance road detail per Figure 7.4.

16. The Town will need to have an access path around the pond to manhole MH B1-1.

17. Please provide a detail for the riprap being installed at the FES near Parkerhouse Rd that adheres to UDFCD specifications.

18. Include all Town CBMP details, not just the ones being used on this project.

19. Show landscaping plan for south access.

20. Remove the Town's engineering signature block from any landscape or irrigation plan sheets.

21. Please show elevations for the storm sewer under Parkerhouse Rd and ensure the system is not being surcharged by the proposed pond.

5/22/2017 5:31:17 PM

Tyler Sandt

**DRAINAGE
REPORT -
CIVIL**

1. It is staff's understand that the applicant is coordinating with the adjacent property owner as well as Douglas County regarding the conveyance of emergency flows north of the property. This issue will need to be addressed prior to any approvals.

2. On future submittals, include UD inlet calculations.

3. Please note, that the Circle K site plan will need to submit a drainage conformance letter. This letter will need to demonstrate that the Circle K conforms to all assumptions made in the master study as well as provide calculations for any storm infrastructure being installed with the Circle K site plan.

4. Ensure the calculations for the 100-year restrictor plate are shown on the UD detention sheets.

5/22/2017 5:32:00 PM

Carolyn Parkinson

MINOR DEVELOPMENT PLAT 15

Please correct Town Council Certification

5/23/2017 8:40:24 AM

Carolyn Parkinson

MINOR DEVELOPMENT PLAT 15

Please see redline and 2nd development review memo

5/23/2017 8:40:57 AM

Carolyn Parkinson

**Douglas County
Planning Services
Division 20**

Per email from Chuck Smith at DC engineering dated 5.25.17 10:41 am, they have no concerns with approval of this project. They will continue to work with the project engineer to ensure their previous comment is addressed.

5/25/2017 12:44:11 PM

Donna George

**Public Service Company of
Colorado 15**

PSCo/Xcel Energy acknowledges the requested paragraph that was added to the plat.

5/31/2017 9:03:28 AM

Donna George

Public Service Company of Colorado 15

see notes above

5/31/2017 9:11:49 AM

Carolyn Parkinson

**Douglas
County
Assessor's
Office 15**

This plat used to be Cottonwood South, and now appears to be renamed to Cottonwood Highlands. The dedication says Cottonwood South, not Cottonwood Highlands. The plat title and dedication should match exactly. In cases of mismatch, the dedication statement name overrides the plat title. If recorded as is, the plat and all corresponding legal descriptions will be Cottonwood South Filing 6.

5/31/2017 9:54:47 AM

Carolyn Parkinson

**Douglas County Assessor's
Office 15**

Ok to change status to approved per email from Brooke Decker on 6.2.17

6/5/2017 10:51:27 AM

Carolyn Parkinson

**Douglas County Planning
Services Division 20**

Please see comment letter attached and submitted via email from Matt Jakubowski on 6.6.17

6/7/2017 8:37:19 AM

Tyler Sandt

**CONSTRUCTION
PLANS - CIVIL**

1. Per discussions with the applicant, the Town will need to review the

signed TCE prior to any approvals.

2. Please revise the outlet structure's unit cost to be \$15,000 on the cost estimate.

3. Please add reinforcing steel callouts on outlet structure profile.

4. Add a note to the outlet structure plan view stating that 'no gap shall be present at the top of the structure between the orifice plate and the well screen'.

5. Replace Type L riprap with Type M. The Type M riprap in the spillway needs to be at least 24 inches thick.

6. The forebay only needs an internal ramp on the side of the maintenance access.

7. Please add a well screen per UDFCD updated criteria. Ensure the well screen extends to the bottom of the micropool and that there is no concrete in between the well screen and the orifice plate.

7/13/2017 2:11:33 PM

Carolyn Parkinson

Cottonwood Water & Sanitation District 20

Approved per email dated 7.14.17 from Lisa Schwein

7/19/2017 8:06:19 AM



Request for Town Council Action

Date: July 16, 2018

Submitted By: John Fussa, Community Development Director
Matt Carlson, Business Recruitment Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **First Amendment to Tax and Fee Assistance Program Agreement with 2 Combs Enterprises, Inc. (Springhill Suites by Marriott)**

Department: **Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

The Town Council approved a Tax and Fee Assistance Program (TAP) incentive agreement for a Springhill Suites by Marriott hotel to be developed by 2 Combs Enterprises, Inc. in April, 2017. The developer's construction schedule has been extended due to their delay in addressing site plan review comments and problems with the construction of foundations and footings. As a result, they require an amendment to the original TAP incentive agreement to revise the condition precedent date included in the original agreement.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

2 Combs Enterprises, Inc., is developing a Springhill Suites by Marriott limited service hotel in the Westcreek Planned Development (PD). The hotel consists of a four story and 69,000 square foot building with a total of 108 guest rooms. The business projects employment of approximately 45 individuals with an average annual salary of \$30,000 to \$35,000. The project constitutes an approximately \$20 million investment and was originally scheduled to open in 2018.

The Town Council previously approved a TAP incentive agreement on April 17, 2017 which consisted of:

- 1) a rebate of 50% of building permit fees and construction use taxes, and;
- 2) a rebate of 50% of sales tax (excluding lodging taxes) for a period not to exceed 5 years, and;
- 3) a combined maximum rebate of all fees/taxes not to exceed \$275,000.

The incentive agreement also contained a requirement that a condition precedent for the completion of construction be accomplished prior to June 30, 2018.

The applicant's delays in addressing site plan review comments and obtaining site plan approval as well as problems with their foundation and footings have had an impact on the completion date of the project. However, construction is underway and completion is now scheduled for the spring of 2019.

Staff believes that the project still offers the benefits outlined in the original TAP incentive agreement and will achieve the vision of the Town Council for the site. For this reason, staff requests that Town Council approve the TAP incentive agreement amendment with a new condition precedent date of December 31, 2019.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. 2 Combs Enterprises First Amendment to TAP Agreement

RECOMMENDED MOTION

I move to approve the First Amendment to the Tax and Fee Program Assistance Agreement for 2 Combs Enterprises, Inc.

**FIRST AMENDMENT TO TAX AND FEE ASSISTANCE
PROGRAM AGREEMENT FOR 2 COMBS ENTERPRISES, INC.**

THIS FIRST AMENDMENT, made and entered into this ____ day of _____, 2018, by and between 2 Combs Enterprises, Inc., a Missouri corporation (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town and the Owner entered into the Tax and Fee Assistance Program Agreement for 2 Combs Enterprises, Inc., on April 3, 2017 (the "Agreement").

B. The Owner desires to amend the Agreement to extend the "Condition Deadline" to December 31, 2019.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises, and agreements of each of the parties hereto, to be kept and performed by each of them, the parties agree as follows:

Section 1. Paragraph 1, Term and Condition Precedent, of the Agreement is amended to read as follows:

1. Term and Condition Precedent.

a. The Town and the Owner acknowledge and agree that this Agreement describes a certain condition precedent, which is contained in Paragraph 5 of this Agreement (the "Condition Precedent"), that must be performed on or before December 31, 2019 (the "Condition Deadline"). In the event that the Condition Precedent described in Paragraph 5 of this Agreement is fully satisfied on or before the Condition Deadline, Town and the Owner each agree to promptly execute the Certificate of Compliance attached as **Replacement Exhibit D** and incorporated by this reference, which establishes that the terms and conditions contained in Paragraph 5 of this Agreement have been satisfied. In the event the Condition Precedent is not satisfied by the Condition Deadline, then this Agreement will automatically terminate, and any action or approval made or undertaken by either party to this Agreement shall be null and void and of no force or effect.

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**OWNER: 2 COMBS ENTERPRISES, INC., a
Missouri corporation**

Christopher Combs, Owner

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Christopher Combs, as Owner of 2 Combs Enterprises, Inc., a Missouri corporation.

My commission expires: _____.

SEAL

Notary Public

REPLACEMENT EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and 2 Combs Enterprises, Inc., in connection with that certain Tax and Fee Assistance Program Agreement for SpringHill Suites by Marriott Hotel, dated April 3, 2017 (the "Agreement"), that:

The Condition Precedent described in Paragraph 5. of the Agreement was fully satisfied on or before December 31, 2019.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this ____ day of _____, 201_.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

**OWNER: 2 COMBS ENTERPRISES, INC., a
Missouri corporation**

Christopher Combs, Owner

STATE OF MISSOURI)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by Christopher Combs, as Owner of 2 Combs Enterprises, Inc., a Missouri corporation.

My commission expires: _____.

SEAL

Notary Public



Request for Town Council Action

Date: July 16, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.507.3 – 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

Sales tax revenue during the first four months of 2018 has continued to decline. The last two months have been close to a year-to-date 0% growth rate. In early May, Town Council approved a set of General Fund 2018 budget adjustments that reduced the budgeted sales tax revenue by \$2.7 million to reflect the decline that occurred during 2017. An additional \$2.0 million in General Fund sales tax revenue and expense reductions now needs to occur to reflect the new projected 2018 budgeted sales tax revenue.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town sales tax revenue growth rate began to decline following the first quarter of 2017. Year-to-date growth at that point in time was approximately 14%; the full-year 2017 growth rate was 5.9%.

The 2018 General Fund budget adjustments approved at the May 7, 2018 Town Council meeting formally adjusted the General Fund 2018 budget down to an anticipated growth rate of 4% which equated to a \$2.7 million adjustment to both revenue and expense.

Based on sales tax projections made in April, revenue has now been estimated at \$33.4 million which is an additional \$2.0 million reduction. The budgeted growth rate for 2018 will decline to 1.9%.

FINANCIAL IMPACT

The 2018 budgeted General Fund sales tax revenue and total expense will both be reduced by \$2.0 million. Details of the expense reduction may be found in Exhibit A.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.507.3

RECOMMENDED MOTION

I move to approve Ordinance No. 1.507.3 second reading.

ORDINANCE NO. 1.507.3, 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
July 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 17,498,022
Revenue		52,805,736
Revenue revision	<u>(2,176,126)</u>	<u>(2,176,126)</u>
Total revised revenue		50,629,610
Total available		<u>68,127,632</u>
Expenditures		55,656,945
Supplemental appropriation	<u>(2,183,573)</u>	<u>(2,183,573)</u>
Total expenditure revision		<u>(2,183,573)</u>
Total revised expenditures		<u>53,473,372</u>
Ending fund balance		<u><u>\$ 14,654,260</u></u>
<u>Parks and Recreation Fund</u>		
Beginning fund balance		\$ 7,665,982
Revenue		10,553,000
Revenue revision	<u>-</u>	<u>-</u>
Total revised revenue		10,553,000
Total available		<u>18,218,982</u>
Expenditures		11,184,065
Supplemental appropriation	<u>126</u>	<u>126</u>
Total expenditure revision		<u>126</u>
Total revised expenditures		<u>11,184,191</u>
Ending fund balance		<u><u>\$ 7,034,791</u></u>

Town of Parker

2018 Revised Budget

July 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Law Enforcement Assistance Fund</u>		
Beginning fund balance		\$ 112,200
Revenue		124,050
Revenue revision		-
Total revised revenue		124,050
Total available		236,250
Expenditures		145,390
Supplemental appropriation	63	
Total expenditure revisions		63
Total revised expenditures		145,453
Ending fund balance		\$ 90,797
<u>Cultural Fund</u>		
Beginning fund balance		\$ 1,085,196
Revenue		5,815,235
Revenue revision	(452,600)	(452,600)
Total revised revenue		5,362,635
Total available		6,447,831
Expenditures		6,420,580
Supplemental appropriation	(137,682)	
Total expenditure revisions		(137,682)
Total revised expenditures		6,282,898
Ending fund balance		\$ 164,933

Town of Parker
2018 Revised Budget
July 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Recreation Fund</u>		
Beginning fund balance		\$ 2,001,448
Revenue		8,223,420
Revenue revision	-	-
Total revised revenue		<u>8,223,420</u>
Total available		<u>10,224,868</u>
Expenditures		9,002,913
Supplemental appropriation	(12,087)	
Total expenditure revisions		<u>(12,087)</u>
Total revised expenditures		<u>8,990,826</u>
Ending fund balance		<u><u>\$ 1,234,042</u></u>
<u>Public Improvements Fund</u>		
Beginning fund balance		\$ 13,945,954
Revenue		10,378,300
Revenue revision	-	-
Total revised revenue		<u>10,378,300</u>
Total available		<u>24,324,254</u>
Expenditures		16,202,638
Supplemental appropriation	21,000	
Total expenditure revisions		<u>21,000</u>
Total revised expenditures		<u>16,223,638</u>
Ending fund balance		<u><u>\$ 8,100,616</u></u>

Town of Parker
2018 Revised Budget
July 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Stormwater Utility Fund</u>		
Beginning fund balance		\$ 4,531,059
Revenue		3,743,360
Revenue revision	-	-
Total revised revenue		<u>3,743,360</u>
Total available		<u>8,274,419</u>
Expenditures		4,069,342
Supplemental appropriation	(4,609)	
Total expenditure revisions		<u>(4,609)</u>
Total revised expenditures		<u>4,064,733</u>
Ending fund balance		<u><u>\$ 4,209,686</u></u>
<u>Fleet Services Fund</u>		
Beginning fund balance		\$ 306,686
Revenue		2,309,117
Revenue revision	-	-
Total revised revenue		<u>2,309,117</u>
Total available		<u>2,615,803</u>
Expenditures		2,299,216
Supplemental appropriation	(4,394)	
Total expenditure revisions		<u>(4,394)</u>
Total revised expenditures		<u>2,294,822</u>
Ending fund balance		<u><u>\$ 320,981</u></u>

Town of Parker

2018 Revised Budget

July 16, 2018

Exhibit A

	<u>Revision</u>	<u>2018 Revised Budget</u>
<u>Information Technology Fund</u>		
Beginning fund balance		\$ 2,079,141
Revenue		4,149,002
Revenue revision	(306,273)	(306,273)
Total revised revenue		<u>3,842,729</u>
Total available		<u>5,921,870</u>
Expenditures		4,584,012
Supplemental appropriation	(205,517)	
Total expenditure revisions		<u>(205,517)</u>
Total revised expenditures		<u>4,378,495</u>
Ending fund balance		<u><u>\$ 1,543,375</u></u>
<u>Facility Services Fund</u>		
Beginning fund balance		\$ 42,789
Revenue		987,800
Revenue revision	-	-
Total revised revenue		<u>987,800</u>
Total available		<u>1,030,589</u>
Expenditures		981,921
Supplemental appropriation	(5,145)	
Total expenditure revisions		<u>(5,145)</u>
Total revised expenditures		<u>976,776</u>
Ending fund balance		<u><u>\$ 53,813</u></u>

Town of Parker**Exhibit A****Summary of Revisions to 2018 Budget**

7/16/2018

	Supplemental Expenditures	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ (2,012,447)	\$ (2,012,447)	\$ (2,005,000)	\$ (7,447)
Parks and Recreation Fund	126	126	-	126
Law Enforcement Assistance Fund	63	63	-	63
Cultural Fund	(137,682)	(137,682)	(452,600)	314,918
Recreation Fund	(12,087)	(12,087)	-	(12,087)
Stormwater Fund	(4,609)	(4,609)	-	(4,609)
Fleet Services Fund	(4,394)	(4,394)	-	(4,394)
Information Technology Fund	(205,517)	(205,517)	(306,273)	100,756
Facility Services Fund	(5,145)	(5,145)	-	(5,145)
Total all funds	<u>\$ (2,381,692)</u>	<u>\$ (2,381,692)</u>	<u>\$ (2,763,873)</u>	<u>\$ 382,181</u>

Additional budget adjustments

	Supplemental Expenditures	Total Expenditures	Supplemental Revenue	Net Revision
General Fund	\$ (171,126)	\$ (171,126)	\$ (171,126)	\$ -
Capital Improvement Fund	21,000	21,000	-	21,000
Total all funds	<u>\$ (150,126)</u>	<u>\$ (150,126)</u>	<u>\$ (171,126)</u>	<u>\$ 21,000</u>

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

7/16/2018

Expenditures**General Fund**

General Supplies reduction in various departments-centralized supply ordering will be implemented - reduced by 50% of remaining unspent budget	(36,180)
Program Supplies-police administration - reduction of programs and meals offered in the Citizen Academy	(10,000)
Town Flag program 2018 budget reduced 100%	(4,840)
Small Tools reduction in various departments based on historical and year to date expenditures	(6,250)
Furniture and Fixtures reduction in various departments - 2018 budget reduced 100%	(37,980)
Computer and Software reduction based on historical and year to date expenditures	(1,000)
Books and Periodicals reduction based on historical and year to date expenditures	(1,025)
Clothing and Uniforms reduction based on historical expenditures	(775)
Firearm Supplies 2018 budget reduced 100%	(1,300)
Meetings and Meals reduction of 50% budget	(20,492)
Civic Academy reduction in expenditures for the program	(7,000)
Other Professional Services	
Town Clerk's office scanning project delayed	(10,000)
Town Administrator's office reduced planned spending	(10,000)
Deferral of Town marketing contract	(50,000)
Allocation of timekeeping software to other funds	(42,570)
Parks reduction of planned spending	(500)
Deferral of economic development retail study	(32,594)
Street sweeping reduction based on historical and year to date expenditures	(5,000)
Town parking lot repairs and maintenance reduction based on historical expenditures	(50,000)
Parks repairs and maintenance reduction based on historical and year to date expenditures	(20,000)
Rental of Land & Buildings reduction based on historical and year to date expenditures	(1,880)
Scholarship Expense from the Town Administrator's office - correction of duplication of expenditure in other department	(2,500)
Telephone and Radio reduction based on historical and year to date expenditures	(2,500)
Employee Mileage reduction of 50% budgeted amount	(7,250)
Travel in various departments 50% reduction based on reduction of planned travel and historical and year to date expenditures	(62,800)
Education, Training and Development in various departments reduced to 50% budgeted amounts	(49,425)
In House training and seminars reduction based on historical and year to date expenditures	(15,000)
Membership and Dues in various departments reduced to historical expenditures	(9,900)

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

7/16/2018

Citizen Survey will be reduced to every 3 years instead of every 2	(15,000)
Other Purchased Services in various departments reduced to historical expenditures	(1,000)
Special Events	
Town is not entered in Parker Days Parade	(750)
Elimination of holiday carriage rides	(18,000)
Elimination of 2018 Town Services Fair and Connect with Council events	(2,000)
Employee Recognition reduced to historical and year to date expenditures	(26,000)
Human Resources employee feedback program eliminated in 2018	(15,000)
Employee Events reduction of employee events	(5,400)
Disposal Services for Parks building reduced to historical expenditures	(10,000)
Transfer to Cultural reduction of Cultural fund balance year end 2017	(450,000)
Transfer to Cultural reduction of Cultural expenditures resulting in reduction of General Fund support	(237,000)
Personnel reduction in various departments	
Deputy Town Administrator position remain vacant through 2018	(99,008)
Accounting technician changed to part time	(10,000)
Assistant Town Attorney position vacant through June 2018	(42,840)
Associate Planner position terminated	(72,717)
Community Services Officer position terminated	(82,341)
Economic Development Business Development Officer position terminated	(107,169)
Economic Development Coordinator position terminated	(84,306)
Information Technology reduction in various funds to reflect IT internal service fund decrease of expenditures and reduction of IT fund balance	(235,155)

Total General Fund expenditure supplemental revision

(2,012,447)**Parks & Recreation Fund**

Allocation of timekeeping software from General Fund 126

Total Parks & Recreation Fund expenditure supplemental revision

126**Law Enforcement Assistance Fund**

Allocation of timekeeping software from General Fund 63

Total Parks & Recreation Fund expenditure supplemental revision

63

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

7/16/2018

Cultural Fund

Professional Services

Local Touring increase	69,030
Increase in rentals creates increase of paying ticket fees to third parties	83,000
Increase in marketing	9,300
Allocation of timekeeping software from General Fund	5,179

Personnel reduction

Cultural Development Manager position eliminated	(74,661)
Decrease in part time wages due to reduction of stage hand and custodian	(15,000)

Supplies in various divisions due to programming changes and central supply ordering for general supplies

(61,828)

Furniture and Fixtures reduced budget 100%

(20,656)

Public Art reduction

(9,900)

Professional Services

Education programming changes	(16,028)
National touring reductions	(26,793)
Rentals	(1,305)
Cultural outreach programming changes	(1,650)
Reduction of advertising and printing and binding	(37,160)
Reduction in mileage reimbursement, travel, training and meals	(11,971)
Grounds maintenance reduced	(2,163)
Repairs and maintenance in machinery and equipment reduced	(4,000)

Schoolhouse concessions reduction

(5,000)

Information Technology reduction in various funds to reflect IT internal service fund decrease of expenditures and reduction of IT fund balance

(16,076)

Total Cultural Fund expenditure supplemental revision

(137,682)**Recreation Fund**

Allocation of timekeeping software from General Fund 35,053

Information Technology reduction in various funds to reflect IT internal service fund decrease of expenditures and reduction of IT fund balance

(47,140)

Total Recreation Fund expenditure supplemental revision

(12,087)**Stormwater Utility Fund**

Allocation of timekeeping software from General Fund 568

Information Technology reduction in various funds to reflect IT internal service fund decrease of expenditures and reduction of IT fund balance

(5,177)

Total Stormwater Utility Fund expenditure supplemental revision

(4,609)

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

7/16/2018

Fleet Service Fund

Allocation of timekeeping software from General Fund	316
General supplies reduction due to central ordering	(1,185)
Reduction in travel, training and meals	(800)
Information Technology reduction in various funds to reflect IT internal service fund decrease of expenditures and reduction of IT fund balance	(2,725)

<i>Total Fleet Services Fund expenditure supplemental revision</i>	<u>(4,394)</u>
---	-----------------------

Technology Services Fund

Allocation of timekeeping software from General Fund	758
Reduction in mileage reimbursement, training, and meals	(6,275)
Computer equipment reduction due to change in scope of switch replacement project	(200,000)

<i>Total Technology Services Fund expenditure supplemental revision</i>	<u>(205,517)</u>
--	-------------------------

Facility Service Fund

Allocation of timekeeping software from General Fund	505
General supplies reduction due to central ordering	(2,000)
Reduction in training and meals	(3,650)

<i>Total Facility Services Fund expenditure supplemental revision</i>	<u>(5,145)</u>
--	-----------------------

<i>Total expenditure supplemental revision</i>	<u><u>(2,381,692)</u></u>
---	----------------------------------

Town of Parker**Exhibit A**

Detail of Supplemental Revisions to 2018 Budget

7/16/2018

Revenues**General Fund**

Event Sponsorship-Communications - correction of duplicate budget adjustment (5,000)

Sales Tax - estimate of 0% growth rate for 2018 (2,000,000)

Total General Fund revenue supplemental revision

(2,005,000)**Cultural Fund**

Increase revenue projections due to year to date actuals 249,800

Education ticket revenue reduction due to program changes (12,000)

Decrease in fundraising and contributions (3,400)

Decrease in transfer from General Fund due to expenditure reductions and reduction of Cultural fund balance (687,000)

Total Cultural Fund revenue supplemental revision

(452,600)**Technology Services Fund**

Information Technology reduction in various funds to reflect decrease of expenditures and reduction of IT fund balance (306,273)

Total Technology Services Fund revenue supplemental revision

(306,273)***Total revenue supplemental revision***

(2,763,873)

Town of Parker**Exhibit A**

Detail of Additional Adjustments to 2018 Budget

7/16/2018

Expenditures**General Fund**

Viper system - budgeted incorrectly by Town - removing expenditure and Douglas County Emergency Telephone Service Authority reimbursement	(183,000)
Police uniform medical kit - paid with DOJ Seizure Fund revenue	7,014
Douglas County Impact Unit fees - paid with DOJ Seizure Fund revenue	2,520
SWAT rappelling kits - paid with DOJ Seizure Fund revenue	2,340

<i>Total General Fund expenditure supplemental revision</i>	(171,126)
--	------------------

Public Improvement Fund

Parker Keystone Economic Incentive for use tax reimbursement	21,000
--	--------

<i>Total Public Improvement Fund expenditure supplemental revision</i>	21,000
---	---------------

<i>Total expenditure supplemental revision</i>	(150,126)
---	------------------

Revenues**General Fund**

Viper system - budgeted incorrectly by Town - removing expenditure and Douglas County Emergency Telephone Service Authority reimbursement	(183,000)
DOJ Seizure Fund revenue - Police uniform medical kit	7,014
DOJ Seizure Fund revenue - Douglas County Impact Unit fees	2,520
DOJ Seizure Fund revenue - SWAT rappelling kits	2,340

<i>Total General Fund revenue supplemental revision</i>	(171,126)
--	------------------

<i>Total revenue supplemental revision</i>	(171,126)
---	------------------



Request for Town Council Action

Date: July 16, 2018

Submitted By: Randy Sale, Chief Building Official
Jason Rogers, Deputy Community Development Director
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.513 - Second Reading**
A Bill for an Ordinance to Approve the Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, and the Town of Parker

Department: Community Development, Randy Sale

EXECUTIVE SUMMARY

The Building Division of the Community Development Department is responsible for elevator inspections in new construction projects and existing buildings by Memorandum of Agreement (MOA) with the State of Colorado. The MOA with the State will expire soon and the Building Division proposes to enter into another five-year agreement to enable the Town to offer this service to the public.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Building Division of the Community Development Department contracts for elevator inspections because of the specialized nature of this service. The Building Division will continue to contract with Colorado Code Consulting for elevator inspections. The cost of providing this service is covered by the application and permit fees charged to building owners and developers who require inspections.

The Elevator and Escalator Certification Act (the Act), Title 9, Article 5.5, Sections 101 through 120 of the Colorado Revised Statutes (C.R.S.) declares that “in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern.”

The Act states that "A qualified local Authority Having Jurisdiction (AHJ) may elect to enter into a Memorandum of Agreement (MOA) with the Colorado Division of Oil and Public Safety (OPS) to regulate conveyances that are located within their jurisdictional territory. Following OPS approval of the AHJ’s conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ."

The Town of Parker and Colorado Department of Labor and Employment, Division of Oil and Public Safety entered into the original MOA on July 2, 2013. The MOA is valid for a period of five years and expired on June 30, 2018. The State has granted an extension until July 26, 2018 to enter into a new MOA. The new agreement will be valid for five years and expire on June 30, 2023 unless renewed.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance NO. 1.513

RECOMMENDED MOTION

I move to approve Ordinance No. 1.513 on second reading.

ORDINANCE NO. 1.513, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE MEMORANDUM OF AGREEMENT-CMS #14-56516 FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES PURSUANT TO THE ELEVATOR AND ESCALATOR CERTIFICATION ACT, TITLE 9 ARTICLE 5.5, COLORADO REVISED STATUTES BETWEEN THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, DIVISION OF OIL AND PUBLIC SAFETY, 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 Memorandum of Agreement-CMS #14-56516 for Local Jurisdiction Regulation of Conveyances Pursuant to the Elevator and Escalator Certification Act, Title 9 Article 5.5, Colorado Revised Statutes, between the Colorado Department of Labor and Employment, Division of Oil and Public Safety, 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 _____, 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



**MEMORANDUM OF AGREEMENT-CMS #14-56516
FOR LOCAL JURISDICTION REGULATION OF CONVEYANCES
Pursuant to the Elevator and Escalator Certification Act
Title 9 Article 5.5, Colorado Revised Statutes**

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by the Colorado Department of Labor and Employment, Division of Oil and Public Safety ("OPS"), 633 17th Street, Suite 500, Denver, Colorado 80202-3610 and The Town of Parker ("Authority Having Jurisdiction" or "AHJ"), located at 20120 E Mainstreet Parker, Colorado 80138 (collectively referred to as the "Parties").

I. BACKGROUND

The Elevator and Escalator Certification Act (the 'Act'), Title 9, Article 5.5, Sections 101 through 120, Colorado Revised Statutes (C.R.S.), declares that "in order to ensure minimum safety standards throughout Colorado, the regulation of conveyances is a matter of statewide concern". Conveyance Regulations, 7 Colorado Code of Regulations [CCR] 1101-8, have been promulgated to implement the requirements in the Act, and associated policies and guidance have been developed to further clarify requirements in regulations.

The Act allows a local authority having jurisdiction (AHJ) to enter into an MOA with OPS to regulate conveyances that are located within its territory (city, county or city and county) of authority. Following OPS's approval of the AHJ's conveyance standards and execution of this MOA, the AHJ will be considered an Approved AHJ.

Any reference in this MOA to a statute, regulation, or other authority shall be interpreted to refer to such authority then current, or as may have been changed or amended since the execution of this MOA. Documents incorporated herein and by reference to this MOA may be viewed on the OPS website at www.colorado.gov/ops.

II. AUTHORITY AND PURPOSE

The principle authority for this MOA is contained in §9-5.5-112 (2), C.R.S. The Parties have entered into this MOA to:

- Identify the responsibilities of each party for ensuring the safety of conveyances within the State of Colorado through compliance with the Act, regulations, and associated policies and guidance;
- Formalize the cooperative working relationships between the Parties; and
- To provide procedures for communications, exchange of information, and resolution of problems as necessary to carry out the provisions of the Act and regulations.

III. EFFECTIVE DATE AND TERM

This MOA shall be effective on July 26, 2018 upon the satisfaction of OPS that the AHJ has developed a program that can adequately regulate conveyances within its territory. This MOA will terminate on June 30, 2023, unless terminated sooner as specified herein.

IV. RESPONSIBILITIES OF OPS

- A. OPS shall approve the AHJ entering into this MOA.
- B. OPS shall adopt nationally recognized conveyance safety standards.
- C. OPS shall require that all newly installed and existing conveyances in the State of Colorado are registered with OPS. This process will include the collection of a one-time registration fee from the conveyance owner.
- D. OPS shall require that all conveyance contractors, mechanics, temporary mechanics and inspectors conducting work in the State of Colorado are licensed through OPS.

V. RESPONSIBILITIES OF THE AHJ

- A. The AHJ shall operate and enforce a conveyance regulation program within its territory of authority with standards equal to or more stringent than those within current OPS statute and regulation.
- B. The AHJ shall relay information regarding conveyances within its territory to the OPS on an annual frequency. This information shall be submitted to OPS no later than February 28th of each calendar year and shall include information from the previous calendar year. The information and information format shall be determined by the OPS and shall be incorporated by reference herein to this MOA.

- C. The AHJ shall, in cooperation with OPS, establish a schedule for the AHJ to initially adopt standards listed in §9-5.5-112 (1), C.R.S. Following this initial adoption, the AHJ shall remain current in adoption of future standard versions within 12 months from the date at which OPS adopts the standard.
- D. The AHJ shall ensure that all new and existing conveyances regulated by OPS within the territory of the AHJ are registered with OPS prior to issuing a Certificate of Operation for those conveyances.
- E. The AHJ shall be responsible for ensuring that all conveyances within the AHJ territory are operating under a current Certificate of Operation.
- F. The AHJ shall ensure that all entities described in IV. D. above are licensed with OPS prior to conducting work in its territory. Information regarding unlicensed entities shall be reported to OPS immediately in order that OPS enforcement be initiated.
- G. Within 24 hours of notification received by the AHJ, the AHJ shall notify OPS of any accident resulting in injury to an individual.
- H. If the AHJ utilizes a subcontractor in the performance of its responsibilities under this MOA, the AHJ shall ensure that the subcontractor holds all required licenses and/or certification to perform their responsibilities, and maintains adequate insurance coverage at all times while performing their responsibilities.
- I. The AHJ shall issue a construction permit to the conveyance owner or conveyance contractor prior to the installation or alteration of a regulated conveyance.
- J. If allowed per AHJ regulations, the AHJ shall review and make determination of approval or denial for all Alternate Materials and Methods Requests (AMMR - code variances) submitted by conveyance owners or contractors. The AHJ must notify the OPS on all AMMR determinations.

VI. ACCESS TO INFORMATION

- A. To the extent allowed by law, each party shall make available to each to the other party, at no cost, information regarding conveyances within its territory. Requests for information shall not impose an unreasonable resource burden on the other party.
- B. Upon reasonable notice to the AHJ during the term of this MOA, OPS may inspect and review AHJ's records with regard to this MOA.

VII. TERMINATION

The Parties may terminate this MOA for their convenience by notifying the other party in writing, as described in Section VIII C of this MOA, of their intent to terminate this MOA. Such termination shall be effective thirty (30) calendar days following notice. Notwithstanding the above, OPS may terminate this MOA immediately if the AHJ fails to satisfactorily perform its responsibilities hereunder during the term of this MOA.

VIII. GENERAL PROVISIONS

A. Legal Authority

The parties warrant that each possesses actual, legal authority to enter into this MOA. The parties further warrant that each has taken all actions required by its applicable law, procedures, rules, or by-laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this MOA and bind that party to its terms. The person or persons signing this MOA, or any attachments or amendments hereto, also warrant(s) that such person(s) possesses actual, legal authority to execute this MOA, and any attachments or amendments hereto, on behalf of that party.

B. Notice of Pending Litigation

Unless otherwise provided for in this MOA, the AHJ shall notify the OPS individuals, as listed below in C, within five (5) working days after being served with a summons, complaint, or other pleading in a case which involves any services provided under this MOA and which has been filed in any federal or state court or administrative agency.

C. Notice Procedure

All notices required to be given under this MOA shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements. If sent by facsimile, notice shall be deemed given at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

For the AHJ:

Name & Title:	Town of Parker Attn: Randy Sale, Chief Building Official
---------------	---

Address:	20120 E Mainstreet Parker, Colorado 80138-7335
Phone/Fax:	303.841.1970/303.840.8592

For OPS:

Name & Title:	Lisa Eze, Purchasing Director
Address:	Colorado Department of Labor & Employment 633 17 th Street, Suite 1100, Denver CO 80202
Phone/Fax:	303-318-8054, 303-318-8068

With a copy to:

Name & Title:	Greg Johnson, Conveyance Section Manager
Address:	Colorado Department of Labor & Employment Oil & Public Safety Division 633 17 th Street, Suite 500, Denver CO 80202
Phone/Fax:	303-318-8536, 303-318-8534

D. Independent Contractor

Neither AHJ nor any agent or employee of AHJ shall be or shall be deemed to be an agent or employee of OPS.

E. Third-Party Claims

Only to the extent that indemnification is consistent with any constitutional or statutory limitations on the AHJ's ability to indemnify others, to the extent permitted by law, the AHJ shall indemnify and hold OPS harmless against any third party claims that may arise under this MOA as a direct result of the AHJ's performance or non-performance of its responsibilities hereunder.

F. Adherence To Applicable Laws.

At all times during the term of this MOA, both parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, as these provisions currently exist or may hereafter be amended, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOA.

G. Venue.

The Parties agree that exclusive venue for any action related to this MOA shall be filed in the City and County of Denver, Colorado.

H. Governmental Immunity Act

No term or condition of this MOA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

I. Entire Understanding

This MOA is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written contract executed and approved by the Parties.

IX. APPROVALS

The Parties hereto have executed this MOA.

Town of Parker, Colorado By: _____ Mike Waid, Mayor Date: _____ ATTEST: _____ Carol Baumgartner, Town Clerk APPROVED AS TO FORM AND SUFFICIENCY: _____ James S. Maloney, Town Attorney	Colorado Department of Labor and Employment Division of Oil and Public Safety By: _____ Mahesh Albuquerque, Director Date: _____
--	--



Request for Town Council Action

Date: July 16, 2018

Submitted By: Doreen Jokerst, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.41 - Second Reading**
A Bill for an Ordinance to Amend Various Sections of Title 9
of the Parker Municipal Code Concerning Animals

Department: Police Department, Doreen Jokerst

EXECUTIVE SUMMARY

The purpose of this ordinance is to amend various sections of Title 9 of the Parker Municipal Code concerning animals. The amendment would:

1. Eliminate the requirement to register dogs that are intact.
2. Allow the sale or transfer of a dog to be completed at eight (8) weeks versus 10 weeks, consistent with state law.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Currently, the Town of Parker does not have a system in place to complete the registration process for an “intact” dog, nor has it been enforced in the past. The ordinance would remove this requirement from the Town’s Code.

Regarding the requirement that a sale or transfer of a dog not take place until the age of ten (10) weeks is inconsistent with the state’s law. The language between the current Code and the state’s law has caused confusion for residents who are trying to be compliant. The ordinance would amend the Code to allow the sale or transfer of a dog to be completed at eight (8) weeks of age instead of ten (10) weeks to be consistent with the state’s law.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

**ATTACHMENTS**

1. Ordinance No. 5.06.41

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.41 on second reading.

ORDINANCE NO. 5.06.41, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND VARIOUS SECTIONS OF TITLE 9 OF THE PARKER MUNICIPAL CODE CONCERNING ANIMALS

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

Section 1. Section 9.05.020, subsection (a) of the Parker Municipal Code is amended to read as follows:

9.05.020 Dog litter maintenance.

(a) No dog owner or keeper shall permanently remove any healthy pup under the age of ~~ten (10)~~ **eight (8)** weeks from its mother. Pups under ~~ten (10)~~ **eight (8)** weeks of age shall only be separated from their mother temporarily for feeding or other care, or if they show symptoms of serious illness or injury and require veterinary treatment.

Section 2. Section 9.06.090 of the Parker Municipal Code is amended by the deletion in its entirety of subsection (b)(4).

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

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

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

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



Request for Town Council Action

Date: July 16, 2018

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.267.1 - Second Reading**
A Bill for an Ordinance Approving the Amendment to
Agreement Regarding Design and Construction of Drainage
and Flood Control Improvements for Cherry Creek at the
KOA Property Town of Parker Agreement No. 17-059.19A
Project No. 106722 by and between Urban Drainage and
Flood Control District and the Town of Parker

Department: **Engineering/Public Works, Jacob James**

EXECUTIVE SUMMARY

The Town of Parker and Urban Drainage and Flood Control District previously executed an intergovernmental agreement to fund the design of improvements to Cherry Creek from the McCabe Meadows trailhead to the vicinity of Flat Acres Farm. This segment of Cherry Creek is generally adjacent to the KOA property. The Town and District would like to amend the agreement to include additional funding to finalize the design and plan for construction.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and Urban Drainage and Flood Control District have partnered to design and construct several major drainageway projects along Cherry Creek in an effort to stabilize the creek throughout Town. This reach has been identified as unstable with various locations of bank and channel invert erosion. This reach is also in the vicinity of a potential roadway crossing (Dransfeldt Road) and will need to be stabilized to improve the bridge approach and flow paths. The previous agreement funded engineering design which is currently underway and anticipated to be completed in the fall of 2018. This amendment will allow for additional funding to complete final design of the improvements and partially fund construction in 2019. This agreement is anticipated to be modified one additional time in 2019 to include

funds from the Cherry Creek Basin Water Quality Authority, Urban Drainage and the Town.

FINANCIAL IMPACT

This project is identified in the 2018 Stormwater Capital Improvements Projects budget that has been approved by Town Council. The approved budget amount for 2018 is \$250,000 and included an assumption of a complete match of funds by Urban Drainage. A breakdown of funding including this amendment is shown below:

2017 Design:

Town of Parker	\$65,000
Urban Drainage:	\$65,000

2018 Design/Construction:

Town of Parker:	\$250,000
Urban Drainage:	\$250,000

Total Budget:	\$630,000
---------------	-----------

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.267.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.267.1 on second reading.

ORDINANCE NO. 9.267.1, 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 CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER AGREEMENT NO. 17-05.19S PROJECT NO. 106722 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 Cherry Creek at the KOA Property Town of Parker Agreement No. 17-05.19A Project No. 106722 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 _____, 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

AMENDMENT TO AGREEMENT REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR CHERRY CREEK AT THE KOA PROPERTY TOWN OF PARKER

Agreement No. 17-05.19A
Project No. 106722

THIS AGREEMENT, 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 Cherry Creek at the KOA Property, Town of Parker" (Agreement No. 17-05.19) dated August 7, 2017; and

WHEREAS, PARTIES now desire to proceed to final design and construction of drainage and flood control improvements for Cherry Creek at the KOA Property, Town of Parker, as shown on Exhibit A; and

WHEREAS, PARTIES desire to increase the level of funding by \$500,000; 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.

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 \$630,000 without amendment to this Agreement.

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

<u>ITEM</u>		<u>AS</u>	<u>ORIGINAL</u>
		<u>AMENDED</u>	
1.	Final Design	\$ 400,000	\$ 130,000
2.	Construction	\$ 170,000	\$ -0-
3.	Contingency	\$ 60,000	\$ -0-
	Grand Total	\$ 630,000	\$ 130,000

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	50.00%	\$ 65,000	\$250,000	\$315,000
TOWN	50.00%	\$ 65,000	\$250,000	\$315,000
TOTAL	100.00%	\$130,000	\$500,000	\$630,000

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 - \$315,000; DISTRICT - \$315,000) 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. 17-05.19 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 written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Name_____

Title_____

Date_____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
CHERRY CREEK AT THE KOA PROPERTY
TOWN OF PARKER

Agreement No. 17-05.19A
Project No. 106722

Exhibit A

