

TOWN OF PARKER COUNCIL AGENDA
August 20, 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. **PARKER CHAMBER OF COMMERCE UPDATES**

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

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

5. **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 - August 6, 2018*

B. *RESOLUTION NO. 18-054*

A Resolution to Adopt the Town of Parker Policy Manual

Department: Dannette Robberson, Assistant to the Town Administrator

C. *RESOLUTION NO.18-057*

A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2018 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

*Department: Community Development, Carolyn Washee-Freeland
Community Development, Bryce Matthews*

D. RESOLUTION NO. 18-058

A Resolution to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 1 through 13 through December 31, 2018

Department: Engineering/Public Works, Alex Mestdagh

E. CONTRACTS OVER \$100,000

1. Contract Modification - Sierra Middle School Detention Pond Improvements (CIP 18-017)

Amount: \$11,246.30

Contractor: Iron Woman Construction & Environmental Services, LLC

Department: Engineering/Public Works, Kurt Patrick

6. PUBLIC HEARINGS

A. PARKER POINTE - Annexation and Zoning

Applicant: Parker and Stroh, LLC

Location: Southeast Corner of Parker Road and Stroh Road

Department: Community Development, Paul Workman

TRAKiT Nos.: ANX17-008 and Z17-024

(1) RESOLUTION NO. 18-055

A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Parker Pointe Property for Annexation into the Town of Parker

(2) ORDINANCE NO. 2.262 - Second Reading

A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Pointe Property in Douglas County

(3) ORDINANCE NO. 3.337 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Pointe Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(4) ANNEXATION AGREEMENT

B. KIME RANCH - Annexation (To be Continued to a Date Uncertain)

Applicant: Shannon Robbins, Brookfield Residential
Location: Generally Located at the Northwest of the Sunset Ridge Neighborhood
in the Vicinity of Crestone Needles Drive
Department: Community Development, Paul Workman
TRAKit No.: ANX17-007

(1) ORDINANCE NO. 2.263

**A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous
Unincorporated Territory Known as the Kime Ranch Property in Douglas County**

**C. TAX AND FEE ASSISTANCE PROGRAM AGREEMENT FOR MAINSTREET PIER,
LLC**

Department: Economic Development, Matt Carlson

7. ORDINANCES

A. ORDINANCE NO. 3.147.6 - Second Reading

**A Bill for an Ordinance to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker
Municipal Code Concerning Residential Roadway Buffer Standards**

Department: Community Development, Carolyn Parkinson
Community Development, Bryce Matthews

B. ORDINANCE NO. 5.06.42 - Second Reading

**A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code
Concerning Restrictions on Use of Motorized Vehicles on Public or Private Recreational
Areas**

Department: Town Attorney, Jim Maloney

8. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 20, 2018

“To consider personnel matters, pursuant to C.R.S. § 24-6-402(4)(f).”

1. Town Administrator Evaluation Process

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

2. The terminated Reinstatement of and Fifth Amendment to Agreement for the Sale and Purchase of Land (TAP House Property)

3. Section 13.10.110 of the Parker Municipal Code concerning tree and shrub replacement

"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)."

4. Proposed Third Amended and Restated Establishing Contract for the E-470 Public Highway Authority

**TOWN OF PARKER COUNCIL
MINUTES
AUGUST 6, 2018**

Mayor Mike Waid called the meeting to order at 5:36 p.m. Josh Martin was present via telephone and Amy Holland was not present for Item #2.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were six (6) items; Item 1 was continued to August 20, 2018. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was a request by Twenty Mile Village/Parker Place Hotel for assistance and the second was Stroh Ranch Filing No. 16 – Hunters Chase; under C.R.S. § 24-6-402(4)(b) there were three (3) items, the first was to receive legal advice on specific legal questions on Ordinance No. 3.163.1 Pine Bluffs Development Guide and Plan – Design Standards, the second was to receive legal advice on specific legal questions on Section 15.18 of the Parker Home Rule Charter and the third was to receive legal advice on specific legal questions on Colorado Revised Statutes Section 24-10-109 (Notice of Claim).

EXECUTIVE SESSION

Josh Rivero moved and John Diak seconded to go into Executive Session at 5:38 p.m. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.s. § 24-6-402(4)(b).

The motion was approved unanimously.

To be noted is that Amy Holland returned to the meeting at 5:49 p.m.

Amy Holland moved and Josh Rivero seconded to come out of Executive Session at 7:12 p.m.

The motion was approved unanimously.

REGULAR MEETING

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

The Pledge Allegiance was led by a youth from the audience.

SPECIAL PRESENTATIONS

The Mayor advised that there were two special presentations:

- Happy Birthday to Paul Workman
- Happy Anniversary to John Diak's parents

PARKER CHAMBER OF COMMERCE UPDATES

Dennis Houston provided an update on the Parker Chamber activities. Mr. Houston noted that the Chamber will have a Candidate Forum on October 17, 2018, at the PACE Center. This forum is for local, county and state candidates.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Shelly Mango provided updates for the Downtown Business Alliance.

PUBLIC COMMENTS

- Terry Bosworth, So. Susan Court voiced concerns regarding parking on her street when school is in session.
- Jeff Toborg, as President of the Parker Arts Council asked Town Council to give him a few weeks to find out if he can make the carriage rides a cultural event. He stated he is not looking for Town sponsorship.
Mr. Toborg, as the President of Preston Hills HOA, regarding the apartments on Pine Drive, stated he wanted to make it clear that they have worked with the Planning Department and that they are not in agreement as to the height of the buildings. He stated that they have hired an attorney.
- Warren Katz, So. Season Ct. stated that his opinion regarding parking is to make it permit parking.
- Lisa McClellan, who lives on a different street, stated that the kids are parking at the entrance to the trail and there is not adequate parking for the neighborhood.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

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

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - July 16, 2018*
- B. *DRAINAGE EASEMENT TERMINATION AGREEMENT – CPC Owners Association, Inc., as the successor to PorterCare Adventist Health System*
Department: Engineering/Public Works, Alex Mestdagh
- C. *ORDINANCE NO. 3.147.6 - First Reading*
A Bill for an Ordinance to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffer Standards
Department: Community Development, Carolyn Parkinson
Second Reading: August 20, 2018

- D. *ORDINANCE NO. 5.06.42 - First Reading*
A Bill for an Ordinance to Amend Section 7.03.020 of the Parker Municipal Code Concerning Restrictions on Use of Motorized Vehicles on Public or Private Recreational Areas
- Department: Town Attorney, Jim Maloney*
Second Reading: August 20, 2018
- E. *PARKER POINTE - Annexation and Zoning*
- Applicant: Parker and Stroh, LLC*
Location: Southeast Corner of Parker Road and Stroh Road
Department: Community Development, Paul Workman
TRAKiT Nos.: ANX17-008 and Z17-024
Second Reading: August 20, 2018
- (1) *ORDINANCE NO. 2.262 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Pointe Property in Douglas County
- (2) *ORDINANCE NO. 3.337 - First Reading*
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Pointe Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- F. *RESOLUTION NO. 18-051*
A Resolution Accepting the Conveyance of a Sight Distance Easement From Charlin Holdings LLC for a Portion Of Lot 3, Block 1, Newlin Meadows Filing No. 3
Department: Engineering/Public Works, Tyler Sandt
- G. *RESOLUTION NO. 18-052*
A Resolution Accepting the Conveyance of a Drainage Easement from ENT Credit Union for a Portion of Lot C, Crown Point Filing No. 1, 20th Amendment
Department: Engineering/Public Works, Tyler Sandt
- H. *RESOLUTION NO. 18-053*
A Resolution concerning the Town's Review and Comment Pursuant to Section 10.11.110 of the Parker Municipal Code of the Financial Plan for the Parker Automotive Metropolitan District
Department: Town Attorney, Jim Maloney

Amy Holland moved and Debbie Lewis seconded to approve Consent Agenda Items 7A through 7H.

The motion was approved unanimously.

PUBLIC HEARINGS

A. REATA NORTH FILING 1, TRACTS S and T - WELL HOUSE ACCESS ROAD - Site Plan & Easement Agreement Amendments

Applicant: Lela Perkins, Black and Vetch for Parker Water and Sanitation District
Location: Generally located northwest of the intersection of Hilltop Road and Canterbury Parkway
Department: Community Development, Carolyn Parkinson
TRAKiT No.: SP18-035

- (1) Site Plan Amendment**
- (2) ORDINANCE NO. 1.263.1 - Second 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

8:04 P.M.

Parker Water & Sanitation District (PWSD) owns and operates an existing well house in Tallman Meadow Park near the intersection of Canterbury Parkway and Hilltop Road. Parker Water & Sanitation District proposes a site plan amendment for improvements to the access road that serves the well house which was originally constructed as part of the Reata North (Idyllwilde) residential development. The access road is located on Tracts S and T of Reata North Filing 1. The use of the road for primary access will also require an amendment to the existing access easement agreement.

This was a two track dirt road located on Tracts S and T and has been used for access to the well house since construction was completed in 2008. Parker Water & Sanitation District is now requesting approval of the site plan amendment to establish the two track dirt road as the permanent access to their well house. If approved, they will improve it for permanent use and be responsible for all maintenance costs.

Leila Perkins of Black and Vetch for Parker Water and Sanitation District, gave a brief summary of this project and also stated that they looked at the potential of coming off Hilltop but it was very steep. The intent is to keep the area as natural and native-looking as possible but meeting requirements of South Metro Fire.

PUBLIC COMMENT

Mickey Farrell E. Idyllwilde Drive, stated his concern is that it will impact open land and wondered how this originally was put in the middle of the field.

Stephen Curtis, E. Idyllwilde, stated he is in support of this and stated the well house was done before the neighborhood.

The Public Hearing was closed at 8:17 P.M.

Josh Rivero moved to approve the Reata North Filing 1, Tracts S and T – Well House Access Road – Site Plan Amendment, based on staff findings, with the following conditions:

1.) The site plan amendment exhibit dated November 17, 2017 and submitted to the Community Development Department (via TRAKiT) on April 6, 2018, shall be the approved plans. **ANY ALTERATION, MODIFICATION, SUBSTITUTION, OR REVISION INCLUDING (BUT NOT LIMITED TO) COLORS, MATERIALS, OR PLACEMENT SHALL BE AT THE DISCRETION OF THE COMMUNITY DEVELOPMENT DIRECTOR, WHO RESERVES THE RIGHT TO REQUIRE SAID PROPOSED CHANGES TO BE REVIEWED AND APPROVED BY THE PLANNING COMMISSION.**

2.) This approval has been based upon the review of information submitted to our office as part of your request for an administrative site plan amendment approval and **SHALL REMAIN IN EFFECT FOR TWELVE (12) MONTHS FROM THE DATE OF TOWN COUNCIL APPROVAL.** If a Grading Permit or Building Permit is not issued within the twelve months, this approval becomes null and void. The Community Development Director, upon written request, may grant a ninety (90) day extension.

3.) A Grading Permit is required prior to the start of any work on site.

4.) All conditions of the original Site Plan approval shall remain in effect.

5.) All Public Notice signs posted on the property must be removed with ten (10) business days from the date of approval letter.

Renee Williams seconded the motion.

The motion was approved unanimously.

John Diak moved to approve Ordinance No. 1.263.1 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

B. STONEGATE FILING 27, FIRST AMENDMENT, LOT 1A-1 - Use by Special Review

Applicant: Michelle Lamoureux, Pinnacle Consulting, Inc.
Location: North of E470 between Jordan Road and Chambers Road
Department: Community Development, Ryan McGee
TRAKiT No.: Z17-018

8:17 PM

The applicant, Pinnacle Consulting, Inc., requested a Use by Special Review approval for a free-standing wireless communication facility (WCF) for Sprint Wireless. They also seek approval for the proposed WCF to have a building height of 60-feet, 4-inches which is greater than the 60-foot maximum permitted in the Corporate Park at Stonegate Planned Development (PD). The Land Development Ordinance (LDO) requires that all free-standing WCFs not located in the public right-of-way (RW) are subject to a Use by Special Review and the LDO requires that free-standing WCFs not exceed the maximum building height in the underlying zone district, unless approved through a Use by Special Review application.

The Planning Commission unanimously recommended Town Council approve this request.

The applicant representative gave a short presentation on this item.

PUBLIC COMMENT

Terry Dodd, 11480 Marborough Drive asked if this was within the specified distance from the Performing Arts School.

The Public Hearing was closed at 8:28 p.m.

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

- 1.) 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 nine (9) Use by Special Review criteria and all of the stated conditions of approval.
- 2.) If construction of the wireless communication facility is not commenced within 180 days of issuance of the use by special review approval, the approval shall expire.
- 3.) In the event there is a change in either the owner or operator of a use by special review WCF facility, new use by special review approval shall not be necessary. The new owner or operator shall: notify the Town of the change within 15 days after the date the change becomes effective; register such change with the Planning Department by providing the name and business address of the new owner or operator; verify in writing that the new owner or operator has fully reviewed the terms of the Use by Special Review approval and is familiar with its terms; post a new letter of credit, if applicable; and pay to the Town an inspection fee, as established by resolution. Upon receipt of notification of a change in ownership, the Town may inspect the property to make certain that the new owner or operator is complying with all of the terms and conditions of the use by special review approval.

4.) That the applicant coordinates with Centennial Airport to determine if a Federal Aviation Administration Form (FAA) Form 7460-1 is necessary for the proposed facility and/or for the construction of the facility.

Renee Williams seconded the motion.

The motion was approved unanimously.

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

Applicant: Gene Gregory and Sons
Location: Southeast corner of Solar Circle and Sun Way
Department: Community Development, Ryan McGee
 Community Development, Alex Mestdagh

- (1) **ORDINANCE NO. 3.336- Second 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
- (2) **ORDINANCE NO. 1.514 - Second Reading**
A Bill for an Ordinance Vacating a Portion of Sun Way Located Within the Plat of Parker Square – Tract C-1

8:30 P.M.

The applicant, Gene Gregory and Sons, proposed to rezone Parker Square Tract C-1 from C Commercial to Greater Downtown District/Market Center. The applicant has submitted the rezoning application to align with the adjacent zoning to the north which allows for uses similar to C Commercial with a reduced front-yard setback.

The applicant also requested that the Town vacate a portion of the Sun Way right-of-way (ROW) adjacent to Tract C-1. The ROW vacation is being requested to accommodate an access driveway, circulation aisle and parking for a planned restaurant. If approved, the applicant would purchase the vacated ROW from the Town.

If approved by Town Council, the ordinance to vacate the Sun Way ROW would take effect when the Town receives payment for it from the developer.

On July 12, 2018, the Planning Commission unanimously recommended Town Council approve the rezone request.

The applicant was present but did not comment on this project.

PUBLIC COMMENT – None

The Public Hearing was closed at 8:34 p.m.

Debbie Lewis moved to approve Ordinance No. 1.514 on second reading

Amy Holland seconded the motion.

The motion was approved unanimously.

Debbie Lewis moved to approve Ordinance No. 3.336 on second reading.

Amy Holland seconded the motion.

The motion was approved unanimously.

ORDINANCES

ORDINANCE NO. 8.29 - Second 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

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 that the incentive(s) provided has a public purpose and mutually beneficial outcomes for the Town of Parker and eligible applications.

PUBLIC COMMENT – None

Debbie Lewis moved to approve Ordinance No. 8.29 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

The regular meeting was recessed at 8:54 p.m.

EXECUTIVE SESSION – Continued

Renee Williams moved and Debbie Lewis seconded to continue the Executive Session at 9:23 P.M.

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to come out of Executive Session at 9:56 p.m. at which time the regular meeting was adjourned.

The motion was approved unanimously.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: August 20, 2018

Submitted By: Dannette Robberson, Assistant to the Town Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-054**
A Resolution to Adopt the Town of Parker Policy Manual

Department: **Dannette Robberson, Assistant to the
Town Administrator**

EXECUTIVE SUMMARY

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town Administrator. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

During the February 2018 Town Council retreat, staff brought forward a proposal for a Town Policy Manual. During the discussion, the Mayor and Town Council provided feedback and suggestions of which staff incorporated into the attached draft manual. Included in the manual are two categories: Elected Official Policy Statements and General Policy Statements. Several of the policies were already included in the Town Council Handbook that is provided to each Councilmember upon appointment. Moving these items to a document that will be formally adopted by Council will give them a higher level of significance and provide more structure. The manual is structured to allow for additional policies to be easily added over time or for existing policies to be revised and/or rescinded.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-054

RECOMMENDED MOTION

I move to approve Resolution 18-054 as a part of the consent agenda.

RESOLUTION NO. 18-054, Series of 2018

TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER POLICY MANUAL

WHEREAS, the Town Council is authorized by the Town Charter to promulgate policies to guide various functions of the Town to be administered by the Mayor or Town Administrator;

WHEREAS, the Town Council desires to adopt a policy manual that consolidates applicable Town Council policies that were previously adopted by Town Council or may be adopted by the Town Council in the future into a reference manual that is both accessible and transparent; and

WHEREAS, the Town Council desires to adopt the Town of Parker Policy Manual as the reference manual to consolidate all applicable Town Council policies, as provided herein.

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 adopts the Town of Parker Policy Manual, which is attached hereto as **Exhibit A** and incorporated by this reference.

Section 2. The Town Council hereby repeals Resolution No. 08-029, Series of 2008, Resolution No. 11-009, Series of 2011, and any other resolution adopted by Town Council that conflicts with this Resolution.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A



Town of Parker Policy Manual

Approved by the Parker Town Council

Effective Date: August 20, 2018

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town Administrator. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent.

Table of Contents

General Policy Statements

- 0-1 Establishing the Town of Parker Policy Manual
- 0-2 Mission, Vision, Parker Principles and Core Values
- 0-3 Flag Policy
- 0-4 Community Event In-Kind Contribution Policy

Elected Official Policy Statements

- 1-1 Elected Official Budget Policy
- 1-2 Elected Official Media Policy
- 1-3 Elected Official Purchasing Card Policy
- 1-4 Elected Official Technology Policy
- 1-5 Elected Official Travel Policy
- 1-6 Staff Contact by Elected Officials
- 1-7 Study Session Policy
- 1-8 Town Council Public Hearing Procedure Policy

Town of Parker, Colorado

POLICY STATEMENT

TITLE Establishing the Town of Parker Policy Manual	PAGE 1 of 2	POLICY NUMBER 0-1
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Parker Town Council is authorized under the Town Charter to promulgate policies to guide various functions of the Town, which policies are to be administered by the Mayor or Town Administrator. The purpose of the Town of Parker Policy Manual is to consolidate applicable Town Council policies adopted by Town Council resolution into a reference document that is both accessible and transparent.

POLICY STATEMENT

1. The “Town of Parker Policy Manual” is hereby established, which contains policies adopted by resolution of the Town Council.
2. Town Council policies shall be approved by the Town Council resolution in the form of a policy statement, as described herein. Once approved, statements of policy will be reproduced, distributed, and included in the “Town of Parker Policy Manual.”
3. Each policy statement will include: a) the purpose of the policy, b) the policy statement, and c) other criteria or procedural sections as needed.
4. The Town Administrator shall be responsible for the administration of the Town of Parker Policy Manual.

PROCEDURE

1. Drafts of proposed policy statements and proposed amendments to existing policy statements shall be referred to the Town Administrator for review, evaluation, and recommendation to Town Council.
2. As part of the administrative responsibilities of the Town Administrator, the Town Council delegates to the Town Administrator the following additional administrative duties:
 - Updates to the Table of Contents

TITLE	PAGE	POLICY NUMBER
Establishing the Town of Parker Policy Manual	2 of 2	0-1

- Cleanup/update a policy statement that does not change the substance of the policy statement.
 - Administrative/procedural changes to implement a policy statement that does not change the substance of the policy statement, but results in efficiencies and/or improved customer service
3. Annually, the Town Administrator and Town Attorney will review the Town of Parker Policy Manual for needed additions, changes, and deletions deemed appropriate, subject to approval by the Town Council. However, recommended revisions or new policy statements may be brought forward for Town Council consideration at any other time during the year.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Mission, Vision, Parker Principles and Core Values Policy Statement	PAGE 1 of 3	POLICY NUMBER 0-2
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Town of Parker's Mission, Vision, Core Values and Principles form the foundation of the organization. By adopting them formally, Town Council is conveying their commitment to promoting these defining statements.

POLICY STATEMENT

Vision

The Town of Parker's vision is to be the pre-eminent destination community of the Denver Metro area for innovative services with a hometown feel. We will be an area leader in economic and community development, and be at the forefront for services, civic engagement, and quality of life.

Mission

The mission of the Town of Parker is to enrich the lives of residents by providing exceptional services, engaging community resources, and furthering an authentic hometown feel. We promote transparent governing, support sustainable development, and foster a strong, local economy.

Parker Principles

The Parker Principles are incorporated into the management philosophy and operational protocols of the organization. The principles were developed jointly between Town Council and executive staff. They represent the basic philosophies and guidelines for how the Town Council and Town staff will conduct their business and activities.

To assist Town Council in performing its mission, the following "Parker Principles" have been adopted:

- We carry out our duties to enhance the health, safety and welfare of our community through responsible policy, fiscal decision-making and effective implementation of decisions.

TITLE	PAGE	POLICY NUMBER
Mission, Vision, Parker Principles and Core Values Policy Statement	2 of 3	0-2

- We achieve a hometown feeling by creating a friendly environment that welcomes diverse groups and interests in our community.
- We acknowledge that the roles and expertise of the Town Council and Town staff are mutually dependent on each other for achieving our goals.
- We abide by the Town goals and core values to guide our decisions and activities.
- We treat people equally and fairly, and acknowledge the importance of every person's skills and contributions to our organization.
- We conduct the Town's business with honesty, integrity, transparency and consistency.
- We hold ourselves accountable for making well-informed decisions, based on relevant information and the consideration of short-term and long-term effects.
- We communicate openly and honestly by sharing information, ideas and knowledge in order to do our work effectively.
- We recognize the value of all members of our organization and community by treating them with empathy, respect, professional courtesy, and by considering diverse opinions.

Core Values

We provide the services and information our customers need and expect from a full-service municipality while maintaining a personal, friendly approach one would expect in a small town. We place a premium on teamwork and participation while encouraging creativity and individual initiative. We believe that through collaboration, leadership can occur at all levels. We take our commitments seriously and reach positive solutions.

Teamwork

- Communicate openly, honestly and frequently with all members of our team
- Demonstrate fairness, compassion and consistency in our interactions with others
- Recognize the value of all members of our organization
- Form partnerships with the community
- Listen to and respect the ideas and concerns of others
- Enable team members to strike a healthy work and life balance

Commitment to Quality Service

- Treat each customer with professional courtesy, warmth and friendliness
- Create a hometown feeling in our facilities and our community
- Focus on problem solving by listening empathetically while responding promptly and fairly
- Serve our customers efficiently and knowledgeably
- Meet or exceed the expectations of our customers
- Treat all coworkers as customers

Integrity

- Embrace a culture of honor and trustworthiness
- Exhibit conduct that inspires public confidence

TITLE	PAGE	POLICY NUMBER
Mission, Vision, Parker Principles and Core Values Policy Statement	3 of 3	0-2

- Manage the Town's business honestly and directly
- Honor commitments and promises
- Be reliable, dependable and accountable for our actions
- Learn from our mistakes

Innovation

- Create a proactive, empowering environment
- Embrace the challenge of change
- Encourage and develop creative ideas in all areas of the Town
- Transform innovative ideas into reality

Town of Parker, Colorado

POLICY STATEMENT

TITLE Flag Policy Statement	PAGE 1 of 1	POLICY NUMBER 0-3
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The purpose of the policy statement is to establish a consistent approach to flying flags displayed at Town facilities.

POLICY STATEMENT

It is the policy of the Town of Parker that flags should be displayed in conformance with the protocol in the United States Flag Code ([4 U.S.C. Ch. 1](#)). The Town of Parker adheres to federal law and flag protocol to guide how flags are flown at Town facilities. This policy outlines adherence to federal law and flag protocol based on proclamations by the President of the United States or the Governor of Colorado.

There are four designated days each year that the United States flag is flown at half-staff in accordance with federal laws:

- **Peace Officer Memorial Day** - May 15 (unless it falls on Armed Forces Memorial Day, the third Saturday in May, then it will fly at full-staff)
- **Memorial Day** - last Monday in May (at half-staff until noon and then raised to full-staff)
- **National Day of Service and Remembrance** (formerly Patriot Day) - Sept. 11
- **Pearl Harbor Remembrance Day** - Dec. 7

The President of the United States has the authority to order the flags flown at half-staff for occasions such as the death of public officials or world leaders, on the birthday or anniversary of the death of a public official or following a national tragedy, such as 9/11. The President's orders may state that flags are to be flown half-staff at all public buildings, or only at federal and state buildings.

The Governor of the State of Colorado also has the authority to order the United States flag and the Colorado state flag lowered to half-staff at federal and state buildings in Colorado for occasions deemed appropriate. The Town of Parker recognizes this gubernatorial proclamation and will also display flags at half-staff.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Community Event In-Kind Contribution Policy	PAGE 1 of 3	POLICY NUMBER 0-4
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

BACKGROUND

The Town of Parker acknowledges that community events hosted within the Town by various groups and organizations improve the social, cultural and economic well-being of the community. Parker has a long-standing tradition of supporting community events through various in-kind contributions including staff hours, equipment, security, and municipal facility/park use. The Town Council also recognizes that requests for in-kind contributions should be treated in a consistent, fair and equitable manner subject to local needs, priorities and Council budget approval.

PURPOSE

The purpose of this policy is to enrich the community by providing in-kind contributions through a budget figure deemed appropriate by the Town Council during each annual budget process. The policy will:

- Provide Council and Staff with clear direction in considering and responding to requests for assistance;
- Secure an open and transparent decision-making process for requests for donations;
- Provide an equitable and accessible process for groups and organizations seeking donations;
- Establish an annual calendar for processing requests; and
- Provide a process which allows staff to conduct meaningful comparison of request.

POLICY STATEMENT

In-kind contributions are based on the provision of municipal property/facilities, materials or resources to an applicant, and do not include the cash funds. Although cash funds are not provided, it is recognized that such donations involve a direct expenditure, foregoing revenue for the Town and staff hours. Each community event application will include the estimated value of in-kind contributions for the proposed community event under consideration.

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Staff will consider requests for in-kind community events that benefit the community.

Community Benefit Criteria:

- Promote the cultural, heritage, social or environmental well-being of the community; or
- Provide a public service, or otherwise promote the health, safety or enrichment of the community; or
- Promote the education and training for people within the community

Eligibility – To be considered, must meet the following criteria.

1. Applicants must be located within the Town of Parker or within the 80134 or 80138 ZIP codes.
2. Each request must define a specific benefit for the Parker community.
3. Applicants, with the exception of local elementary and secondary schools, must be non-profit community groups and organizations.
4. Individuals are not eligible.
5. Applications from school teams/clubs are eligible if a teacher, leader or coach sponsors the application.

Types of In-Kind Donations:

- Use of municipally owned park or facility (Cultural Department and Parks, Recreation and Open Space Department policies apply)
- Municipal staff support for an event
- Use of municipally owned equipment
- Use of municipally owned materials

PROCEDURE

1. Applications must be submitted by July 1 for the following calendar/budget year. Applications received outside of the annual process may be considered if the application can demonstrate that they could not have foreseen the need at the time of the annual process.
2. All requests should be directed in writing to the Town Administrator or designee through the completion of a Community Event In-Kind Contribution Application.
3. All requests will be assessed based on availability of the requested resource, potential financial impact to the municipality, contribution to the well-being of members of the community, recognition of a worthwhile program/cause, and overall community impact.
4. Organizations and/or charities whose primary focus is not within the Town of Parker shall not be considered.
5. The in-kind contribution is not intended to be the sole source of funding; the applicant must demonstrate a reasonable effort to raise funds from sources other than the Town of Parker.
6. In-kind contributions made by the Town are not a commitment to continue such contributions in the future.

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7. Any applicant who receives an in-kind contribution is required to submit a post-event report within two months after the event which articulates the success of the event and how the in-kind contributions were utilized. If the report is not submitted, further requests will not be considered.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Budget Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-1
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials regarding compensation, budgeted expenditure approval and reimbursement.

POLICY STATEMENT

Elected Official Compensation:

Elected officials are paid the first regular pay date of each month for that month. A schedule of pay dates for the year will be provided at the beginning of each year. No early payment or “advances” will be allowed.

Approval of Elected Official Compensation:

1. Supplies and general business items under \$100 may be purchased and approved by the Town Administrator for payment.
2. Items over \$100 will be reviewed and approved in advance by the Town Council. Requests for advance approval of an expense item should be submitted in writing and approval will be indicated by the signature of the Mayor, or Mayor Pro Tem in absence of the Mayor, or Acting Mayor in the absence of the Mayor or Mayor Pro Tem.
3. Technology equipment provided for or purchased by an elected official is to be used for a four year-term and will be on a four-year replacement schedule, based on re-election status. Total reimbursement for technology equipment and associated costs shall not exceed \$2,500 over a four-year period. Please see “Elected Official Technology Policy” for more information.
4. Councilmembers should submit items for reimbursement to the Town Administrator’s Office to be compiled into an expense report. The report will be completed and returned to the Mayor or Councilmember for approval and signature. For Councilmember reimbursements, the report will be given to the Mayor to review and approve. For the Mayor, the report will be reviewed and approved by the Finance Director. All completed

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reports will then be sent to the Finance Department to process the reimbursement with payroll.

5. Meals and meeting expenses outside of the Elected Official Travel Policy:
 - a) Expenses limited by the amount of the budget for these line items
 - b) Event attendance: Parker/Douglas County event attendance to be approved in advance and will be appropriate based on the elected official's committee assignment. Fundraising events such as golf tournaments, receptions and dinners are generally not allowable expenses. The Town Council will determine if an event is appropriate based on connection to Town business. Each elected official will be allowed \$100 per year for fundraising events (for the elected official only, not spouse).
 - c) Expense reports are to be submitted to the Town Administrator at least **10 days prior** to Council's designated paydays to be included in that payroll. In no case will expenses incurred in the prior year be reimbursed if submitted later than February 15th.
 - d) Any expenses not approved in advance by the Town Council are subject to review and possible denial.

Budget Reallocations

Reallocations between budget line items in the Elected Official Budget will be reviewed and approved by the Town Council.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Media Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-2
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The Elected Official Media Policy Statement provides a clear and consistent procedure for responding to Town-related media requests in a timely, accurate and coordinated fashion.

POLICY STATEMENT

Designated Elected Official Media Contact

Town Council has designated the Mayor as the official media spokesperson for the Parker Town Council. The Mayor will respond to any media inquiries that require a response from the entire Council. At times, other councilmembers may be contacted on an issue due to their expertise on a particular subject. When media interviews are given, the elected official responding should alert the rest of the Town Council, the Town Administrator, and the Communications Department.

In the Event of Direct Media Contact

Elected official are likely to be contacted by the media on a variety of issues. When possible, please speak to Communications Department staff prior to speaking with the media to coordinate specific messaging on the issue. When speaking to the media prior to speaking with staff, please inform Communications Department staff immediately and provide the name of the media outlet and what the contact was regarding. Staff will then provide any necessary follow-up and track media coverage resulting from the interview.

When responding to the media, only provide information that has been approved for public dissemination. Refrain from responses such as “no comment.” If the contacted elected official does not know an answer to a question, it is acceptable to tell the reporter that staff will find out the answer and get back to them. It is more important to respond accurately than quickly! In addition, if elected officials are uncomfortable working with the media, staff would be happy to respond to the reporter.

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Staff Contact Information

Elise Penington, Communications Director

303.805.3113 – direct line

720.323.2888 - cell phone

epenington@parkeronline.org

ca@parkeronline.org (goes to the entire Communications Department)

General Town and Town Council Media Inquiries

Chris Peters, Professional Standards Commander

303.805.6517 – direct line

303.574.9136 – cell phone

cpeters@parkeronline.org

Police Media Inquiries

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Purchasing Card Policy Statement	PAGE 1 of 4	POLICY NUMBER 1-3
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials for their purchasing card. It is to be used in conjunction with the Elected Officials Budget Policy Statement and Elected Officials Travel Policy Statement.

POLICY STATEMENT

Card Issuance

Town purchasing cards may be issued to an elected official upon request and approval of the Town Council and completion of a Purchasing Card Application Form which will then be signed by the Mayor and the Purchasing Card Program Administrator.

At the time the card is issued, the elected official must have completed Purchasing Card Training and signed a Purchasing Card User Agreement. By signing the agreement, the elected official agrees to adhere to the terms of that agreement and related policies and procedures.

Most importantly, the elected official listed on the card is the only person entitled to use the card and the card is not to be used for personal use.

Upon receipt of the Town purchasing card, the elected official will need to activate the account by calling the toll-free number printed on the card. For verification purposes, the elected official will be asked to provide an identifying piece of information. Although the card will be issued in the elected official's name, their personal credit history will not affect his/her ability to obtain a card. The Town is responsible for payment of all purchases.

Purchasing Card Usage

Elected officials shall use purchasing cards for the acquisition of products and services within their authorized transaction limits from vendors who accept the Town purchasing card.

The Town purchasing card can be used at any merchant, except as the Town otherwise directs. It may be used for in-store purchases as well as phone, fax, mail orders or internet purchases.

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When using the Town purchasing card with merchants, emphasize that the Town is tax exempt and that an invoice must not be sent as this may result in a duplicate payment. For phone, fax and mail orders, instruct the merchant to send a receipt only.

Purchasing Card Limitations and Restrictions

The Town Administrator shall have the authority to assign credit limits for elected officials. There will also be a single transaction limit placed on the purchasing card, which means the card will be declined if an attempt is made to purchase more than this set amount at one time. **Splitting a purchase to avoid the single transaction limit is specifically prohibited.** If the limits set for elected officials will inhibit optimum usage of the Program, this should be discussed with the Town Council and Town Administrator.

The Town's purchasing card program also allows for merchant category blocking. If a particular merchant category is blocked (i.e., jewelry stores), and an elected official attempts to use the card at such a merchant, the purchase will be declined. Management has made an effort to ensure that the vendors/suppliers used during the normal course of business are not restricted. If a card is refused at a merchant where an elected official believes it should have been accepted, the elected official should contact the Purchasing Card Program Administrator.

Lost or Stolen Purchasing Cards

Elected officials are responsible for the security of their purchasing cards and any purchases made on their accounts. **If a purchasing card is lost or stolen, immediately report this information to the Purchasing Card Program Administrator.** It is extremely important to act promptly in the event of a lost or stolen card to avoid Town liability for fraudulent transactions. As with a personal charge card, once the bank has been notified a card is lost or stolen it is no longer usable. A new card should be issued within forty-eight (48) hours of notice to the Town's issuing bank.

Authorized Payments

The Purchasing Card Program is intended for maintenance, repair, operating and other purchases needed during the course of business. These purchases may include:

- Office supplies and forms;
- Books and subscriptions;
- Computer supplies (i.e., software);
- Day timers and calendars;
- Professional membership dues;
- Hardware and tools;
- Hotel registrations; and
- Conference/seminar registrations.

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Unauthorized Purchases

Personal use of the purchasing card is not authorized under any circumstances. This restriction is true regardless of intent to reimburse the Town with personal funds. As with any Town purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for Town funds.

General Purchasing Card Information

Unlike personal credit cards, the Town Purchasing Card Program is handled as a corporate liability. An elected official's personal credit history is not taken into account when a card has been issued in his/her name.

The Accounts Payable Division is responsible for paying the invoice(s). Elected officials are not responsible for payment under their accounts. Elected officials are responsible for retaining all receipts for items purchased and submitting them to the Town Administrator's Office.

Receipts

Elected officials are required to obtain receipts for all goods and services purchased. For all orders, including orders placed via phone, fax or mail, elected officials must request that a receipt, detailing the merchandise, price, freight, etc., be included with the goods mailed/shipped. (Note: a merchant should not reject this request). It is extremely important to request and retain purchase receipts, as this is the only original documentation. Receipts showing only the total of the purchase are not adequate. The receipt must detail the purchase by item, quantity and price.

Business meal receipts shall be itemized to reflect food and beverages that were purchased. The persons in attendance and the purpose of the meeting shall be documented on the receipt as well as verification that no sales tax was paid and no alcohol was purchased. A Business Meal/Town Function Form may also be used to record the purpose of the meeting and persons in attendance.

Reconciliation and Coding Purchases

Upon receipt of the monthly purchasing card statement, the Town Administrator's Office will review the statement, using the banking portal, to ensure all the transactions posted are legitimate transactions made by the elected official.

Using the bank reporting system, the Town Administrator's Office will code each transaction and attach the receipts.

Disputed or Fraudulent Charges

If there is a discrepancy between an elected official's receipts and statement, it is imperative that the issue be addressed immediately. Depending on the type of discrepancy, the elected official will need to contact the Town Administrator's Office to resolve the disputed transaction.

Acceptance of Rebates or Extra Compensation

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Elected Official Purchasing Card Policy Statement	4 of 4	1-3

No person holding an office or position within the Town of Parker shall accept rebates or extra compensation for personal gain or use while using their Town issued Purchasing Card nor will they use a personal credit card and request reimbursement to gain points. This includes, but is not limited to, the use of rewards cards, vendor memberships, and similar rewards, where reward points, rebates, and similar rewards, would be beneficial to the elected official. If it is in the best interest of the Town to open such accounts, submit the paperwork or information to Finance for approval and processing.

The Town appreciates elected officials' willingness to travel and be away from their families for the benefit of the Town; therefore personal frequent flyer accounts may be used when traveling.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Technology Policy Statement	PAGE 1 of 2	POLICY NUMBER 1-4
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The purpose of this policy statement is to establish standards for the Town of Parker elected officials regarding the purchase and use of Information Technology to successfully perform their duties.

POLICY STATEMENT

Information Technology (IT) staff are responsible for assisting with computer needs and purchases and for delivering computer and technology support to the elected officials. IT staff will be available to discuss Town-related computer and software needs that allow elected officials to access the Town's on-line Town Council meeting packets, email and other documents or services required to successfully perform the duties of elected official.

- Technology equipment purchased by an elected official is to be used for a four-year term and will be on a four-year replacement schedule, based on re-election status.
- Total reimbursement for technology equipment and associated costs shall not exceed \$2,500 over a four-year period. This amount includes the following: the initial equipment and accessories purchased, purchased warranties, monthly access fees and all software installed on the equipment.
- An expense report requesting reimbursement for the cost of the equipment and related services must be completed and submitted to the Finance Department. A copy of the receipt(s) and service agreements must be attached to the expense report. The Finance Department will reimburse the elected official via payroll and will be responsible for tracking the total expenditure amount. The responsibility for any service, repairs or warranty issues rests with the owner.
- The equipment will depreciate over the four-year term, on a straight-line basis, to \$0. At the end of the elected official's four-year term, the equipment may be kept for personal use. If the equipment is kept for personal use, any Town-owned software will be uninstalled. In the event the elected official does not serve the entire four-year term, the equipment may be purchased from the Town at the un-depreciated amount or it may be returned to the IT Department as Town property.

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Elected Official Technology Policy Statement	2 of 2	1-4

- The Town only supports software or hardware associated with the successful execution of Town Council duties supporting Town business. IT is unable to support equipment and/or software that is not approved and/or provided by the Town.
- Connectivity to the Town-supplied email and the Internet will be provided by a Wi-Fi connection while in Town facilities and by the elected official's own Internet provider when off Town premises. The Town is not responsible for supporting Internet connectivity in the elected official's home.
- The Town will supply an email account on the Town's email system. Access to this email account is provided using web access from any supported web browser. The Town does not recommend or support email being forwarded to personal email accounts due to the issues this may cause with Open Records Requests.
- IT staff will provide training for the elected official on the use of technology required to successfully complete duties supporting Town business. This will include on-line meeting packets, use of email and use of any necessary software.
- For any support issues, please contact the Town's IT Help Desk at 303.805.3145 or afterhours at 303-805-3232 ext. 3232 or by email sysaid@parkeronline.org. If equipment needs to be left at Town Hall for service, the IT staff will communicate an estimated return time.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Travel Policy Statement	PAGE 1 of 8	POLICY NUMBER 1-5
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This document provides guidance for elected officials and applies to all travel expenses for which Town funds are disbursed, including lodging, transportation, mileage, meals and other travel-related expenses.

POLICY STATEMENT

Travel is defined as a trip in-state or out-of-state, made for Town business that requires air transportation and/or requires or could require an overnight stay. Travel that "could require an overnight stay" means a two-day or longer conference held in a location that is close enough to the Town that the elected official could choose either to stay overnight or to drive to and from the conference each day.

Generally, overnight stays in the Denver Metro area (including Boulder and Golden) or for destinations that are near but outside the Denver metro area (for example, Colorado Springs, Greeley, Brighton, Loveland) are not considered required; however, Town Council may approve the overnight stay given the circumstances (for example, conferences that have activities well into the evening).

Elected officials may contact the Town Administrator's office to request assistance with travel and training plans, including registration, lodging and travel arrangements. If an elected official wishes to make his or her own travel arrangements, he or she may do so with the understanding that payment may only be for the lowest airfare rate available where travel out of state is concerned.

It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of travel and meal privileges does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense should be used when incurring expenses to the Town. All such expenses must be thoroughly documented.

All travel and similar expenses must be reasonable, necessary and for Town business.

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Elected Official Travel Policy Statement	2 of 8	1-5

Authorization for Travel

All out-of-town travel for elected official will be approved in advance by the Town Council. Documentation of expenses will require itemized receipts for all expenditures, except per diem.

A Travel Authorization and Advance Form must be completed and signed by the elected official and the Town Administrator. The approved Travel Authorization and Advance Form must be completed and forwarded with all backup documentation to the Finance Department before travel. Backup documentation includes, but is not limited to:

- Conference registration
- Transportation reservations (airline, bus, or other travel)
- Lodging reservation
- Conference/Training agenda showing meals that may or may not be included
- Proof of mileage driven for reimbursement (Google maps or similar)
- Any other documentation that will support travel expenses

Travel outside of the Continental United States must be approved by the Town Administrator.

Unauthorized Expenses

The following expenses are specifically unauthorized and will not be permitted:

- All expenses of family members or other persons not on business for the Town
- Alcoholic beverages and tobacco products
- Laundry or cleaning
- In-room movies, room service or other personal services
- Sporting and entertainment activities
- Personal clothing
- Prescriptions and over-the-counter medication
- Personal telephone calls except as stated in the “Telephone Calls While Traveling” section of this policy statement
- First class airfare
- Rental of luxury or sports vehicles or insurance for rental vehicles
- Expenses stated in this policy as unauthorized, ineligible or prohibited
- All other personal expenses not for the benefit of the Town

Authorized Expenses: Transportation

Air, Bus and Rail

- Air travel should be purchased at the lowest coach airfare available at the time the reservation is made. First class airfare is specifically prohibited.

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- Travel by bus or rail should be purchased at the lowest coach fare available. Extended travel time costs, such as extra meals and travel time, should be considered when authorization for this type of travel is requested.
- Fares are normally purchased using the elected official's Town purchasing card or Town check.
- When the elected official is accompanied by a nonemployee, the nonemployee ticket(s) must be purchased using personal funds.

Personal Vehicle

During travel, mileage incurred by an elected official using a personal vehicle can be reimbursed at the standard Internal Revenue Service (IRS) mileage rate **subject to a maximum amount as discussed below.**

- Mileage shall be calculated based on actual road distances.
- Mileage incurred using a personal vehicle for assigned meetings outside of the Town, are reimbursed at the standard (IRS) mileage rate.
- Mileage incurred for out-of-state travel, for which commercial airline would normally be used, will be reimbursed for actual road mileage up to the lowest available commercial airfare. A written airfare quote (internet printout acceptable) must be submitted with the Expense Report for reimbursement. Lodging, meals and other travel expenses are only allowed to the extent they would have been incurred had the elected official traveled by air. Extra lodging, meals and other travel expenses incurred as a result of traveling by personal vehicle are not authorized expenses.
- Gasoline purchases are NOT allowed for personal vehicles.

Vehicle Rental

- Vehicle rentals generally are not an allowed travel expense. Public ground transportation should be used instead, if available.
- Circumstances warranting vehicle rentals must be documented by the individual requesting permission and approved by the Town Council for elected official.
- Only mid-sized vehicles or smaller are allowed. Large vehicles, such as mini vans, are allowed if five (5) or more elected official are traveling together. Luxury and sports vehicles are specifically prohibited.
- Insurance should not be purchased from the car rental company. The Town's insurance covers rented vehicles. Elected official must obtain a copy of the Town's insurance card from the Town Administrator's Office. Any additional insurance coverage purchased will be at the elected official's expense.
- The Risk Management division must be notified of accidents immediately.
- Vehicles may be rented using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

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- Gasoline may be purchased using a Town purchasing card with prior notification to the Purchasing Card Program Administrator. The elected official may receive reimbursement provided detailed receipts are submitted.

Public Ground Transportation

A reasonable and economical method of public ground transportation to/from the hotel and the airport, conference facility or restaurant is allowed only when necessary and appropriate to the trip. Ground transportation may be paid using a Town purchasing card. Alternatively, the individual may receive reimbursement; provided a detailed receipt is submitted.

Parking

- Reasonable and economical parking expense is allowed for airport parking. The closest parking to the terminal will usually not be the most reasonable or economical parking and should not be used.
- Hotel or other public parking expense is allowed.
- Valet parking is not allowed unless required.
- Parking may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided a detailed receipt is submitted; however, it may be difficult to obtain a receipt for parking and provision of a detailed receipt may be waived by the Finance Department.

Toll

Toll expenses are allowed and may be paid using a Town purchasing card. Alternatively, the elected official may receive reimbursement provided detailed receipts are submitted.

Authorized Expenses: Lodging

When lodging is necessary, intermediate and moderately priced hotels and single occupancy hotel rooms are the standard.

- When attending a conference, elected official will be expected to stay in the conference hotel at the available specified conference room rates. When a conference offers multiple lodging choices, elected official should select the low to moderately priced hotels.
- Lodging is allowed only for the number of nights necessary to attend the conference or event. Extra nights must be at the elected official's expense.
- If an elected official chooses to stay extra nights, the Town will only pay for lodging through the end time of the conference or event.
- Extra costs in lodging due to an elected official's guests must be at the elected official's expense. These and other personal expenses (personal phone calls, room service, in-room movies and the like) must be paid for separately using personal funds.

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- Lodging that is connected to a sporting or recreation type activity (such as golf), regardless of whether it is related to Town business, is not permitted and must be at the elected official's expense.
- Lodging is normally purchased using a Town purchasing card or Town check. The elected official may receive reimbursement provided detailed receipts are submitted.
- Sharing of rooms by elected officials is not required.

Authorized Expenses: Meals While on Travel

(Note: For non-travel business meals, see Section 3.4)

- Meals while on travel are an allowed expense.
- Town purchasing cards may not be used for meals while on travel.
- Elected official must pay for meals using personal funds and then seek reimbursement under the per diem rate method described below. Alternatively, a travel advance may be requested.
- Oftentimes, the conference or travel-related event will provide some or all of the meals. When this occurs, the elected official must not seek reimbursement for the portion of the per diem rate related to the provided meal. The choice to eat on your own when a meal is provided by the conference or event is not an allowable expense.

Per Diem Rate Method

- The Town will utilize the federal per diem rate method as published by the U.S. General Services Administration. For rates and additional information, view the Finance intranet page, the GSA website, www.gsa.gov/perdiem, or contact the Finance Department.
- **Detailed receipts are not required.**
- The Town allows the use of per diem for meals and incidental expenses only, not lodging.
- Incidental expenses include fees and tips for porters, baggage handlers and other personal service employees. These expenses are part of the "meals and incidental expenses reimbursement" rates provided by the IRS.
- Partial day per diem is distributed as follows: breakfast – 20%, lunch – 30%, dinner – 50%.
- If the elected official chooses to stay extra nights, the Town will only pay for per diem through the end time of the conference or event.
- The amount of partial day per diem should be determined using the following departure and arrival times.

Trip Departure	
Leave Town	Per diem allowed
before 8 a.m.	breakfast, lunch and dinner
between 8 a.m. and 1 p.m.	lunch and dinner
between 1 p.m. and 7 p.m.	dinner
after 7 p.m.	no per diem

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Trip Return	
Arrive in Town	Per diem allowed
before 7 a.m.	no per diem
between 7 a.m. and 11 a.m.	breakfast
between 11 a.m. and 5 p.m.	breakfast and lunch

Telephone Calls While Traveling

Calls for Town Business

Because hotel telephone rates may be extremely expensive, care should be taken to avoid using the hotel's long-distance carrier.

The Town prefers that cell phones be used when making Town business calls. If an elected official does not have a cell phone or if cell phone service is unavailable, then care should be taken when using hotel phone service so as to limit the cost to the Town.

Personal Phone Calls

Personal phone calls charged to the hotel bill must be paid by the elected official at time of check-out and are not to be charged to the Town purchasing card. Elected official may request reimbursement for personal phone calls for up to an average of five dollars (\$5) per day of travel.

Travel Advances

Before Travel

- An elected official may receive a travel advance for mileage, parking, meal per diem or other out-of-pocket travel-related expenses.
- Lodging and transportation are to be paid for by the elected official's Town purchasing card or Town check.
- Travel advances are optional and may be requested through the Town Administrator's Office using the space provided for on the Travel Authorization and Advance Form.
- To ensure that the travel advance is ready, the Town Administrator's Office must receive the request at least two (2) weeks before the date of travel. Requests received later than two (2) weeks before the date of travel may result in the advance not being ready and available prior to the elected official's departure.
- Travel advances will be sent via direct deposit to elected official on the last business day of the week prior to the date of departure.

After Travel

- An Expense Report must be submitted to the Town Administrator's Office if the travel advance included any unsubstantiated expenses. Advances for parking, toll, cab fare, and all related expenses, are examples of unsubstantiated expenses. A

TITLE	PAGE	POLICY NUMBER
Elected Official Travel Policy Statement	7 of 8	1-5

receipt for these types of expenses must be obtained and submitted with the Expense Report.

- An Expense Report is not required if the travel advance was only for mileage and/or meal per diem and there was not an excess advance.
- Any amount of the advance that was in excess of the actual allowed travel expenses ("excess advance") must be returned to the Town. Excess advances include when an elected official cancels or shortens the trip or when an elected official receives an advance for a full day per diem and it turns out that the lunch portion was provided by the conference (*i.e.*, included in the registration fee).

Substantiation and Documentation

All expenses must have detailed and itemized documentation (receipts, invoices, brochures, etc.) that substantiates the business purpose of the expense. *RECEIPTS ARE NOT REQUIRED FOR PER DIEM.*

Approvals

- The elected official must obtain all appropriate approvals before any travel expense occurs.
- The elected official must sign the Expense Report and Travel Authorization and Advance Form.
- Town Council is responsible for verifying and approving all travel expenses for elected official to ensure they are appropriate for Town business, and that they are reasonable and in accordance with this and other Town policies.

Other Business Expenses: Meals (Non-Travel-Related), Mileage and Communication Devices

Meals

This policy refers to business meals. It is important to remember that the Town is accountable to the taxpaying public. Abuse or perceived abuse of this policy does not provide the prudent and frugal management of public funds that the public has the right to expect. Therefore, good judgment and common sense must be used when incurring expenses to the Town. All such expenses must be thoroughly documented. **All meals must be reasonable, necessary and for Town business.**

- Business meals are allowed on Town purchasing cards.
- The business purpose and persons for whom meals are paid must be explained on the reimbursement request or Purchasing Card Statement for all meals. A Business Meal/Town Function Form may also be used to record the purpose of the meeting and persons in attendance.
- Detailed itemized receipts should accompany all Purchasing Card Statements or requests for reimbursement.

TITLE	PAGE	POLICY NUMBER
Elected Official Travel Policy Statement	8 of 8	1-5

- In the event an itemized receipt is not available, the signed credit card slip must be obtained and a Business Meal/Town Function Documentation Form must be completed indicating that no alcoholic beverages were purchased whether the elected official used the Town purchasing card or was using a personal credit card and requesting a reimbursement.
- Only actual costs are allowed, including a tip up to twenty percent (20%).
- The cost allowed per elected official or other persons involved in the meeting must be reasonable based on circumstances and location.
- Meals paid for by elected official with their own funds may be reimbursed upon submission of an Expense Report Form.

Mileage for Use of Personal Vehicle

- An elected official may seek reimbursement via an Expense Report Form, based on the established IRS mileage rate, for the use of their personal vehicle while conducting Town business.
- Mileage shall be calculated based on actual road distances.
- Gasoline purchases are NOT allowed for personal vehicles.

Long Distance Telephone Calls

- Long distance telephone calls are only allowed for Town business.
- Long distance telephone calls for personal business are not allowed.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Staff Contact by Elected Officials	PAGE 1 of 1	POLICY NUMBER 1-6
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This policy statement outlines contacts between elected officials and Town staff, in accordance with Section 2.03.020 of the Parker Municipal Code (the “Town Administrator Ordinance”). The goal of this policy is to ensure compliance with the Administrator Ordinance and maintain the appropriate protocols between elected officials, the Town Administrator and Town staff. It is our desire to have a productive working relationship between all parties.

POLICY STATEMENT

1. This policy statement applies to action requests from elected officials that require a commitment of staff time or other Town resources to complete (such as research, preparation of legislation, reports, operational action, presentations, and related projects).
2. This policy statement does not apply to simple inquiries from elected officials directed to the Town Administrator or a department director regarding the status of on-going operations or projects that can be addressed with a verbal response.
3. All requests requiring an expenditure of staff time or resources will be directed to the Town Administrator, based on agreement and direction provided by at least two councilmembers.
4. It is the policy of the Town Administrator to share the results of all information requests (except simple status inquiries and general discussion) with all elected officials, regardless of which elected official initiated the request.
5. The Town Administrator's Office shall be the main point of contact for all elected official support (questions, clerical, research, and related projects). When in doubt, inquiries or requests should be directed to the Town Administrator's Office.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Study Session Policy Statement	PAGE 1 of 1	POLICY NUMBER 1-7
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

This policy statement outlines that the Town Administrator is responsible for setting Study Session agendas. The goal of this policy is to provide elected officials with a process for adding Study Session items to the agenda and for establishing and limiting the amount of time and information that can reasonably be covered during a Study Session.

POLICY STATEMENT

1. The Town Administrator's office is the primary contact for adding Study Session items to the Study Session Agenda. The Town Administrator will place reports, updates and routine items on the agenda at the Town Administrator's discretion.
2. To place an item on the Study Session Agenda, direction will be provided to the Town Administrator based on the agreement of at least two elected officials.
3. Items pertaining to the Town goals and elected official requests will receive priority.
4. Guests and outside presenters will generally be scheduled first on the agenda.
5. Staff will provide packets to the elected officials through the electronic agenda system by 5 p.m. the Friday before a scheduled Study Session. As much information as possible will be provided to elected officials in advance.

Town of Parker, Colorado

POLICY STATEMENT

TITLE Town Council Public Hearing Procedure Policy	PAGE 1 of 2	POLICY NUMBER 1-8
EFFECTIVE DATE August 20, 2018	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 18-054		

PURPOSE

The purpose of this policy statement is to establish public hearing procedures for public hearings that are held by the Town Council.

POLICY STATEMENT

In order to provide due process for public hearings held before the Town Council, the following procedure will be used:

TOWN COUNCIL PUBLIC HEARING PROCEDURE

ACTOR	ACTION
1. Mayor	Open public hearing and specify time. Brief explanation of: 1) purpose of public hearing; and 2) the order of business, which should be as follows: a) staff presentation; b) applicant presentation; c) public testimony; d) closing comments, applicant; and e) closing comments, staff.
2. Mayor	Request presentation from staff.
3. Mayor/ Councilmembers	Address questions to staff.
4. Mayor	Applicants are requested to come to podium, state their name and address, make presentation, and respond to questions from the Mayor/Councilmembers (30 minutes allocated).
5. Mayor/ Councilmembers	Address questions to Applicant/staff that are directly related to the application(s).

TITLE Town Council Public Hearing Procedure Policy	PAGE 2 of 2	POLICY NUMBER 1-8
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ACTOR	ACTION
6. Mayor	Request members of the public interested in the application to come to the podium, state their name and address, and speak and respond to questions from the Mayor/Councilmembers (3 minutes allocated per speaker).
7. Mayor	May request further information from staff and/or Applicant if needed.
8. Mayor	Closes the hearing to the public (specify the time) and open for debate and discussion of the evidence among Mayor/Councilmembers.
9. Mayor	Closes debate among Councilmembers.
10. Mayor	Requests Town Council motion/decision on the matter.
11. Mayor	States the Town Council's decision or states that the Town Council's decision will be rendered within a specified time or reasonable time, as provided by the applicable ordinance.



Request for Town Council Action

Date: August 20, 2018

Submitted By: Carolyn Washee-Freeland, Associate Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO.18-057**
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2018 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: **Community Development, Carolyn Washee-Freeland**
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

Each year the Town of Parker receives an allocation of the State's Private Activity Bond (PAB) ceiling. In 2018, the Town was assigned \$2,735,513 in PAB capacity from the State. PAB's are tax exempt bonds that are issued for specific private purposes that have a public benefit as described by the IRS tax code. Generally, the Town has three broad options for the PAB capacity:

1. Take no action by the September 15, 2018 deadline and let the capacity revert back to the State;
2. Rollover and assign the capacity to a type of project (if we had an eligible project in mind prior to assigning the capacity); or
3. Assign the capacity to another issuing authority.

Staff recommends assigning the PAB capacity to the Douglas County Housing Partnership consistent with prior years.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Since 2013, Town Council has given staff direction to assign the Town's PAB capacity to the Douglas County Housing Partnership on an annual basis. The Douglas County Housing Partnership uses this allocation to help finance affordable housing for low and moderate income residents throughout Douglas County.

There are three benefits to assigning the Town's PAB capacity to Douglas County Housing Partnership as follows:

1. The funding stays local;
2. The Town has representation on the Douglas County Housing Partnership Board and has a say in how the capacity is used; and
3. The Town's capacity will provide another financing tool to support affordable housing in Douglas County including the Parker area.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 18-057

RECOMMENDED MOTION

I move to approve Resolution No. 18-057, as a part of the consent agenda.

RESOLUTION NO. 18-057, Series of 2018

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2018 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, the Town of Parker, Colorado (the "Town"), is authorized by the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential housing facilities for low- and middle-income persons and families;

WHEREAS, the Town has been awarded on January 1, 2018, approximately \$2,735,513 (the "2018 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

WHEREAS, the Allocation Act provides for the assignment of bond allocations between issuing authorities of the State;

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2018 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2018 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

WHEREAS, the Assignee proposes to issue its housing revenue bonds pursuant to the Act and the Supplemental Act (the "Bonds") to finance "projects" under the Act (the "Project").

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2018 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), dated this ____ day of _____, 2018, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the "Assignor"), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority (the "Assignee");

WITNESSETH:

WHEREAS, the Assignor has been awarded \$2,735,513 (the "2018 Allocation") of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor's 2018 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the "Supplemental Act"), and such bonds will be used only for "projects" as described in the Act;

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's 2018 Allocation. The Assignee agrees to use all of the Assignor's 2018 Allocation only for "projects" as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor's 2018 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2018 Allocation to the statewide balance under the Allocation Act, or to assign such 2018 Allocation or a portion thereof to another Assignee.

Section 2. The Assignor represents that it has received no monetary consideration for the assignment set forth above.

Section 3. The Assignee hereby accepts the assignment of all of the Assignor's 2018 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this

Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2018 Allocation.

Section 5. This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

TOWN OF PARKER, COLORADO, as
Assignor

By: _____
Mike Waid, Mayor

[SEAL]

ATTEST:

Carol Baumgartner, Town Clerk

DOUGLAS COUNTY HOUSING
PARTNERSHIP, as Assignee

By _____
Its: _____

[SEAL]

ATTEST:

By _____
Its: _____

Section 2. The Mayor of the Town is hereby authorized and directed to execute and deliver, and the Town Clerk is hereby authorized and directed to attest and deliver, such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 3. Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the Town within the meaning of the Constitution or statutes of the State of Colorado or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the Town or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: August 20, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-058**
A Resolution to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 1 through 13 through December 31, 2018

Department: **Engineering/Public Works, Alex Mestdagh**

EXECUTIVE SUMMARY

This item accompanies a resolution proposing to extend the approvals for the final plats of Filings No. 1 through No. 13 to December 31, 2018. This extension is being requested by the developer to provide additional time to coordinate the recordation of the final plats and subdivision agreements.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The proposed Trails at Crowfoot development is located in the southwest corner of the Town, between Crowfoot Valley Road and Cherry Creek and south of the existing Richlawn Hills subdivision. The majority of this development is planned as single-family residential units, with smaller areas of mixed-use and commercial areas.

The developer's initial phase of construction has been divided into 13 separate filings. This consists of two filings that propose to construct the major roadway and utility infrastructure serving the development, and 11 filings that will create residential lots and build the local infrastructure to serve them.

All thirteen of these final plats were approved by the Town on May 3, 2018. Town Code requires that a developer record plats and their associated subdivision improvement agreements within 90 days of approval. On August 3, 2018, the Town's Planning Director issued a 30-day

extension of these approvals, as allowed by Town Code. However, the developer has indicated that they will not be ready to record these documents prior to September 3, 2018, and requests an additional extension to these approvals to the end of this year.

If this extension is not granted, these plats will expire and the developer will be required to resubmit final plat applications for this development.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 18-058
2. Vicinity Map

RECOMMENDED MOTION

I move to approve Resolution No. 18-058 as part of the consent agenda.

RESOLUTION NO. 18-058, Series of 2018

TITLE: A RESOLUTION TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR THE TRAILS AT CROWFOOT FILING NOS. 1 THROUGH 13 THROUGH DECEMBER 31, 2018

WHEREAS, the Town Council of the Town of Parker approved the final plats for The Trails at Crowfoot Filing Nos. 1 through 13 on May 3, 2018 (the “Final Plats”);

WHEREAS, Section 13.07.080(h)(1) of the Parker Municipal Code provides that the failure “to submit all required documentation, including applicable security, within ninety (90) days [of approval] shall render approval of the final plat ‘null and void’;”

WHEREAS, Section 13.07.080(h)(2) of the Parker Municipal Code allows the Planning Director to grant “no more than one (1) extension of time, of no more than thirty (30) days . . .;”

WHEREAS, the Planning Director provided a 30-day extension of time on August 3, 2018;

WHEREAS, one hundred twenty (120) days will have passed since the approval of the Final Plats on May 3, 2018, and the property owner has not provided the Town with the “applicable security” required by Section 13.07.080(h) of the Parker Municipal Code;

WHEREAS, the owners of the real property subject to the Final Plats are requesting that the Town Council extend the expiration date of the Final Plats to December 31, 2018;

WHEREAS, the expiration date of the Final Plats can only be granted by Town Council under Section 13.01.090 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

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, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Final Plats through December 31, 2018.

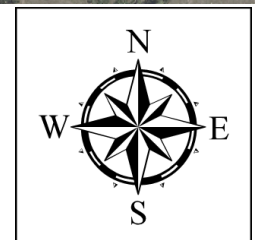
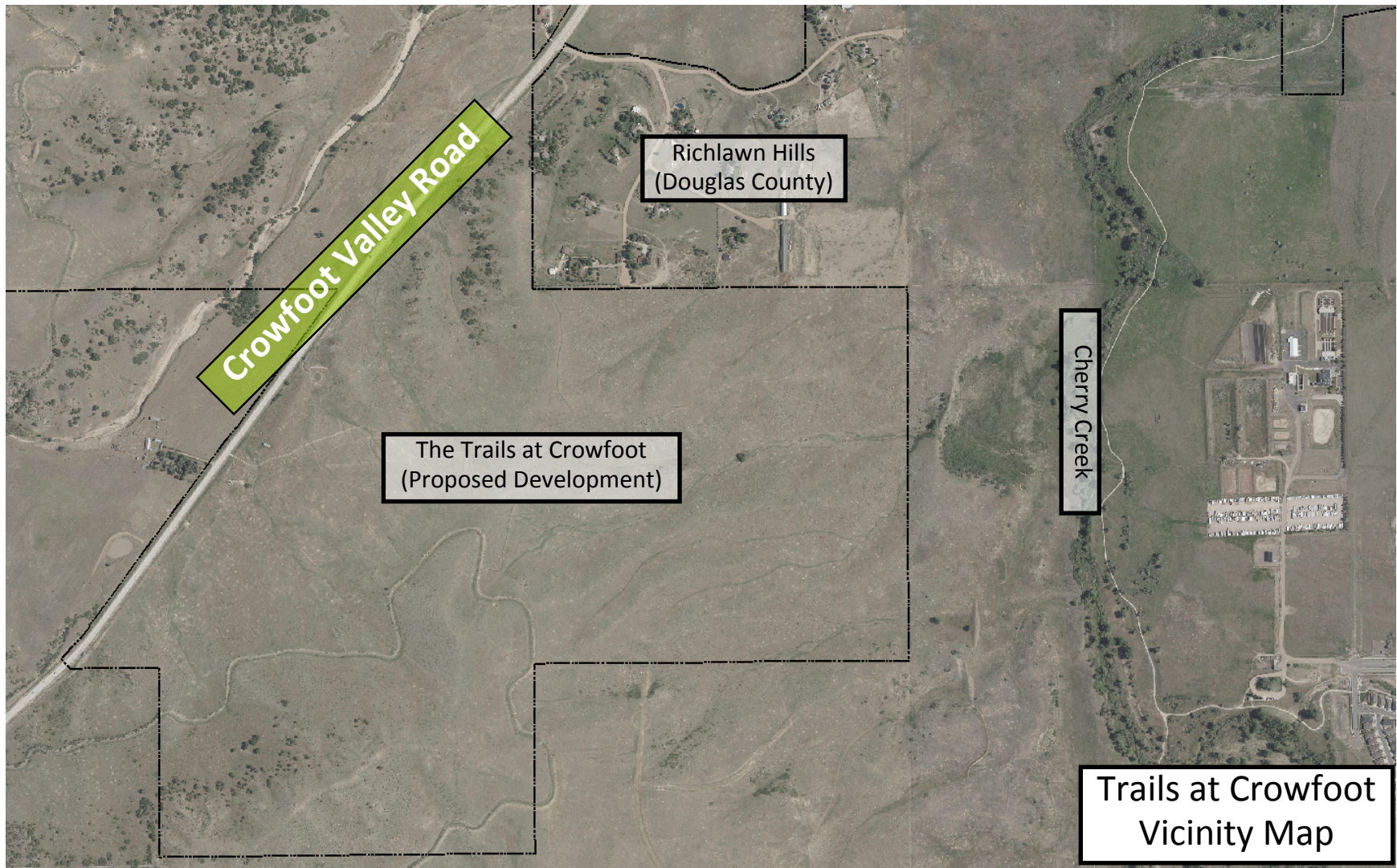
RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk





Request for Town Council Action

Date: August 20, 2018
Submitted By: Kurt Patrick, Stormwater Engineer
Reviewed By: Michelle Kivela, Town Administrator
Title: **Contract Modification - Sierra Middle School Detention Pond Improvements (CIP 18-017)**

Amount: \$11,246.30
Contractor: Iron Woman Construction & Environmental Services, LLC
Department: Engineering/Public Works, Kurt Patrick

EXECUTIVE SUMMARY

This is a contract modification to add two additional days due to weather, and revise the contract amount for additional funds due to weather related rework and additional scope.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Multiple rain events impacted the site after the subgrade had been prepared and approved which resulted in additional muck excavation and re-compaction of the affected areas. Two weather days will also be added to the contract as part of this modification to avoid going beyond the contract completion date due to the weather. The modification also included additional concrete that had to be removed due to the concrete trickle channel being 18 inches thicker rather than the 6 inches that was originally assumed.

FINANCIAL IMPACT

The negotiated contract modification will require an additional \$11,246.30 from account 501-4315-7850.

The approved budget for this project is \$150,000.00. This modification brings the total contract cost to \$126,412.68 which is within budget.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Signed Change Order 1

RECOMMENDED MOTION

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



PARKER
COLORADO

CONTRACT MODIFICATION

☒ CHANGE ORDER

☐ WRITTEN AMENDMENT

MODIFICATION NO: One (1)

TO CONTRACTOR: Iron Woman Construction & Environmental Services, LLC

PROJECT: Sierra Middle School Detention Pond Improvements (CIP18-017)

OWNER: Town of Parker

MANAGER: Kurt Patrick, Stormwater Engineer

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

See additional sheet for pay item changes.

Extend the completion date of the contract to September 1, 2018.

Reason for Modification(s):

Additional pay units due rain events that hit the site requiring rework of the prepared subgrade. Additional concrete removal is necessary due to the trickle channel being 24" thick when it was anticipated to be 6".

Additional contract time added due to weather days.

Attachments (List Supporting Documents):

Contract Amount or Price		Contract Time	
Original	<u>\$115,166.38</u>	Original Completion Time	<u>50</u> Days
Previous Contract		Previous Contract	
Modification(s)		Modification(s)	
(Add/Deduct)	<u>\$0.00</u>	(Add/Deduct)	<u>0</u> Days
This Contract Modification		This Contract Modification	
(Deduct) (add)	<u>\$11,246.30</u>	(Add/Deduct)	<u>2</u> Days
Revised Contract Amount	<u>\$126,412.68</u>	Revised Contract Time	<u>52</u> Days

The Revised Contract Completion Date is:

August 17, 2018

Owner	Contractor	Project Manager Recommendation
By: _____	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Date: _____	Date: <u>8/6/2018</u>	Date: <u>8/7/2018</u>

Revise the existing unit quantites on the following pay items:

Schedule 1								
Item No.	Item Description	Original Quantity	New Quantity	Unit	Unit Cost	Previous Item Total	New Item Total	Difference
14	Unclassified Excavation, Complete in Place	78	332	CY	\$ 2.23	\$ 173.94	\$ 740.36	\$ 566.42
16	Soil Preparation and Fine Grading	1	1.094	AC	\$ 3773.18	\$ 3773.18	\$ 4127.86	\$ 354.68
21	Concrete, Class D, (Miscellaneous), Trickle Channel	341	346	LF	\$ 49.54	\$ 16,893.14	\$ 17,140.84	\$ 247.70

Add new pay items to the contract as follows:

Schedule 1					
Item No.	Item Description	Quantity	Unit	Unit Cost	New Item Cost
31	Muck Excavation	147	CY	\$ 40.00	\$ 5,880.00
32	Concrete Removal and Haul Off	1	LS	\$ 4,197.50	\$ 4,197.50



Request for Town Council Action

Date: August 20, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **PARKER POINTE - Annexation and Zoning**

Applicant: Parker and Stroh, LLC

Location: Southeast Corner of Parker Road and Stroh Road

Department: Community Development, Paul Workman

TRAKiT Nos.: ANX17-008 and Z17-024

- (1) **RESOLUTION NO. 18-055**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Parker Pointe Property for Annexation into the Town of Parker
- (2) **ORDINANCE NO. 2.262 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Parker Pointe Property in Douglas County
- (3) **ORDINANCE NO. 3.337 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Pointe Property to Modified Commercial District and OS-Open Space District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(4) ANNEXATION AGREEMENT

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 applications to annex their property into the Town of Parker and zone it for future commercial use.

According to the Parker 2035 Master Plan, the subject property is located within the Town's Urban Growth Area in a designated Community Center. The Community Center designation is for locations that are planned for mixed commercial development which serves multiple neighborhoods. The applicant's proposal to annex and zone the property for future commercial development and open space is therefore consistent with the Master Plan.

On July 26, 2018, the Planning Commission recommended that Town Council approve the Modified Commercial and open space zoning application and on August 6, 2018, Town Council approved the annexation and zoning ordinances on first reading.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property known as Parker Pointe has a total area of approximately 14 acres and contains a vacant house with 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. In addition, the request to zone the property as Modified Commercial is consistent with the Parker 2035 Master Plan designation of this area as part of a future Community Center.

The applicant has also submitted a Minor Development Plat (MDP) application to subdivide the property into 14 commercial development parcels with access driveways, a tract for drainage and open space. The MDP is still under review and will be scheduled for public hearing once all review comments have been addressed.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map

2. Project Narrative
3. Planning Commission Staff Report
4. Annexation Map
5. Zoning Map
6. Resolution 18-055
7. Annexation Ordinance 2.262
8. Zoning Ordinance 3.337
9. Parker Pointe Annexation Agreement

RECOMMENDED MOTION

- (1) I move to approve Resolution No. 18-055.
- (2) I move to approve Ordinance No. 2.262 on second reading.
- (3) I move to approve Ordinance No. 3.337 on second reading.
- (4) I move to approve the Annexation Agreement.

Vicinity Map





June 13, 2018

Paul Workman
Senior Planner
Community Development
Town of Parker
20120 E. Main Street
Parker, CO 80138

Dear Mr. Workman;

Annexation, Rezone, Site Plan, and Final Plat Description for Parker Pointe

These applications for an **Annexation, Rezone, Site Plans, and Final Plat** are for the commercial development of a 14.66 acres parcel, located on the southeast corner of S. Parker Road and E. Stroh Road.

Town of Parker boundary is adjacent to the west and north. Directly across Parker Road to the west is Walgreens, Chase Bank and Valero gas, zoned (PD) Planned Development, Subdivision Reata West. To the North-west is the King Soopers center and is also zoned (PD) Planned Development, as part of Stroh Ranch. To the north is a commercial corner with residential directly to its east, within the Town of Parker and zoned (PD) and is currently under construction. The properties to the east and south are zoned (PD) Planned Development in unincorporated Douglas County. Property to the east falls inside the Parker UGA Overlay District. Properties to the east and south are vacant, with the Colorado Club further east.

The subject property slopes up, to the east with some elevations as much as 40 feet above Parker Road. This property currently has two zoning designations on it. One zone being (A1) Agricultural One and the second being Residential. A single-family structure is located on the property. The applicant is seeking a Modified Commercial District zone designation within the Town of Parker upon the annexation approval. At this time, two of the fifteen-lots are determined to be retail buildings. Users for these two retail buildings have not been signed but are anticipated to be typical neighborhood retail services. Users that are showing interest in this development are fast-food, hotel, daycare, possibly a convenience store and auto service. This commercial zone request is in keeping with the adjacent uses to the west, north and northwest.

Ireland Dean Designs
Architecture – Planning
425 Wilcox Street, Castle Rock, CO 80104
Direct: 720-258-5042

Parker Pointe – Annexation, Rezone, Site Plans and Final Plat
Mr. Workman
June 13, 2017
Page 2

This development will have a right-in right-out on Parker Road. In addition to the Parker road access a full movement access on Stroh Road is being proposed to align with the development currently under construction, 670 feet to the east of the Parker road intersection. 1200 feet to east is access to Colorado Club golf club. Stroh Rd ends one mile east of Parker Road.

The property has designated 2 Tracts along the south property line to be dedicated to the Town. They contain floodplain and mouse habitat which is not being disturbed. The property will be served by Parker Water & San, IREA, Xcel, Century Link, Comcast and Parker Fire Department.

The landscape architecture design will follow the Town of Parker's standards and development design standards unique to this property. This development will incorporate low water, xeric-scape designs. The mature cottonwood trees on the east and south property lines will remain where possible.

These applications are being submitted concurrently. Additional submittal documents to these applications are being submitted with this initial submittal, such as a material sample board, soils report, traffic report, civil reports and construction plans, landscape plans, Final plat, architectural exterior building elevations, legal description, cost estimates, subdivision agreement, and title commitment.

We thank you for your review and favorable recommendation to the Planning Commission and City Council.

Sincerely,

A handwritten signature in blue ink that reads "Kristin Albers". The signature is fluid and cursive, with the first name "Kristin" and last name "Albers" clearly legible.

Kristin Albers
Ireland Dean Designs, LLC



Planning Commission Staff Report

Planning Commission Date: 7/26/2018

Town Council Date: 8/20/2018

Hearing Type: Public Hearing
PARKER POINTE - Zoning
TRAKiT No.: Z17-024

Location: Southeast corner of Parker Road and Stroh Road

Project Planner: Paul Workman, Senior Planner

Applicant: Parker & Stroh, LLC

Executive Summary: The applicant is requesting the subject property be zoned Modified Commercial and Open Space.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the zoning request."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the zoning request, subject to the following conditions:"

"I move the Planning Commission recommend Town Council deny the zoning request 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 zoning request to a future date."

I. BACKGROUND/DISCUSSION

The request for zoning is being processed concurrently with an application to annex the subject property (ANX17-008) and an application to plat the property (SUB17-058). In accordance with the Town's requirements, the applicant has submitted this zoning application in order to give the property a Town of Parker zoning designation. The applicant is requesting that the subject property be zoned from Douglas County Unincorporated to Modified Commercial with a small portion on the south side of the site to be designated as open space to accommodate existing floodplain and Preble's Jumping Mouse habitat. Currently, the property has an abandoned single-family home and several older structures that are in various levels of disrepair that were once used for farming and/or ranching. The existing structures will be removed as part of the development of the property and the applicant has provided an historic analysis of the structures in accordance with Town regulations. Planning Commission will hear the request to plat the property at a future hearing date.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
N/A	None

III. CURRENT SITE DATA

Existing Zoning	Douglas County A1 – Agricultural One		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Community Center		
Site Acreage	14.66 +/- acres		
Subdivision	Parker Pointe Subdivision Filing No. 1 (proposed)		
Existing Use	Vacant single-family home and accessory structures.		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Community Center	PD - Planned Development	Undeveloped commercial pad sites
South	Douglas County	Douglas County Zoning	Kinney Creek and undeveloped property
East	Douglas County	Douglas County Zoning	Colorado Golf Club
West	Community Center	PD - Planned Development	Parker Road and commercial pad sites

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Community Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Larger than Neighborhood Centers, Community Centers have a greater market area, serving multiple neighborhoods. Typical uses include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Community Center should range from a combined 250,000 to 500,000 square feet.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.G Community Appearance and Design 1.D Jobs and Economic Vitality 2 Natural Resource Protection 1.A Natural Resource Protection 2
Inconsistent Goals/Strategies	None
Staff Analysis	Staff has reviewed the requested zoning against the Town's Master Plan and has determined that the

	property is located within the Town's Parker 2035 Master Plan area and that the proposed commercial uses are consistent with the Community Center designation as well as the identified goals and strategies. Additionally, the request for Open Space zoning is consistent with the existing floodplain and Preble's Jumping Mouse habitat.
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V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	High density residential as part of a mixed-use development is appropriate.	N/A. No residential development is proposed.	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Primarily retail and personal/business services. Additionally, small offices, recreation and restaurants.	Modified Commercial with restrictions on uses at the corner of Parker Road and Stroh Road.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	No height/story recommendations in the Master Plan.	Maximum building height of 35-feet per the "C-Commercial District".	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	Staff has reviewed the request to zone the property as Modified Commercial and Open Space and determined that the request is consistent with the development potential recommended by the Master Plan.		

VI. DESIGN REVIEW

The request is for zoning of the subject property. Therefore, design review is not a part of this request.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property will have one right-in and right-out access from Parker Road near the center of the subject property. Additionally, the site will be served by one right-in and right-out access off Stroh Road and a full-movement access from a lighted intersection to the east of the subject property via an access easement negotiated between the applicant and that property owner. Internal to the site, the applicant will be dedicating an access easement that will serve all future lots within the development. The applicant will be making improvements to both Parker Road and Stroh Road to ensure access meets the Colorado Department of Transportation (CDOT) and Town of Parker requirements, respectively. An eight-foot wide sidewalk will be constructed along Parker Road and a five-foot wide sidewalk will be constructed along Stroh Road as a part of the development of the property.

VIII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response:

There are a limited number of commercial users within the Parker Pointe area. Across the street on Parker Road is a service station (Valero Oil), Chase Bank and Walgreen Drug. On the northwest corner of Parker Road & Stroh Road is a King Soopers shopping center with the typical tenants located within the center and one drive-through hamburger restaurant.

Our development will have ENT Credit Union on the corner of the project with access from all four directions. Our convenience store that sells gas has the same amenities as the Credit Union (access from all four directions and main entrance location). We have no hamburger user. We have a coffee user that will be new to the area and to the State of Colorado. We hope to attract many different users that might have the same kind of product. This is called competition. The buying public likes to have choices. You will notice that many users will go next to each other with the same product. The buying public will go to a location to purchase a product and discover they have a choice of users which they like.

We believe we are not in competition with the major shopping center located at Twenty Mile Rd. and there is little retail at Hess Road. We do not know what is going in at the NEC of Parker and Stroh Rd. There is little if any commercial to the south and east of Parker Pointe (granted there will be additional retail development after our project is built. Decision on those projects will have to be made at that time).

Based on the interest in our site, it is our opinion that there is room for much more retail commercial use in the area. With the area growing at the pace it is now, we believe that it is under-retailed.

Staff Analysis:

The most significant need is that the applicant has petitioned the Town to annex the subject property. Per the Town's requirements, the Town is required to zone all annexed property with a Town of Parker zoning designation.

In order to provide options for the Town of Parker's growing population, additional commercial development opportunities are necessary within the Town. Additionally, it is necessary to preserve the floodplain and Preble's Jumping Mouse habitat. Therefore, the Modified Commercial and Open Space designations are necessary.

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

2. The particular parcel of ground is indeed the correct site for the proposed development.

Applicant's Response:

The configuration of the site dictates the use. The site is long along Parker Road (1,420 feet) and only 453 feet along Stroh Road.

The site does not have the depth for a shopping center such as King Soopers across the street. Industrial use and apartment development is not suited for the site. What we have planned is a well-designed site that gives single users the ability to have good access for in and out traffic. The spacing of buildings on each lot to the west side of our main road down the center of our project will give lot owners to the east of the main road good visibility from Parker Rd. A lot of time and study went into the size and configuration of each lot to accomplish a well-designed project. The use we have proposed is the correct use for this site. It is a development that will not lose its desirability for years to come.

Staff Analysis:

The subject property is located at the intersection of a Colorado State Highway (Parker Road) and an arterial road (Stroh Road). These roadways and intersections are designed to carry large volumes of traffic and lend themselves to having commercial uses adjacent to them. Additionally, the Town Master Plan identifies this intersection as a Commercial Center, which recommends commercial development at this intersection. The floodplain and Preble's Jumping Mouse habitat currently exists, which makes that area appropriate for the Open Space zoning.

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

3. There has been an error in the original zoning; or

Applicant's Response:

N/A

Staff Analysis:

N/A

4. There have been significant changes in the area to warrant a zone change.

Applicant's Response:

This application is in conjunction with annexation. Therefore no Town zoning presently exists on the property. It is a well located parcel of land that different users and users who are looking for a second location to fill the needs of a growing community. With the development of the housing market in the area, and the Colorado Gold Club only 25% built out this is a well situated location for commercial development. The fact that the interest we have from users demonstrates the need for such a development.

Staff Analysis:

The most significant change is that the applicant has petitioned the Town to annex the subject property. Per the Town's requirements, the Town is required to zone all annexed property with a Town of Parker zoning designation.

Furthermore, the population of the Town of Parker and Douglas County to the south of Town has grown significantly and will continue to grow in the future. The ongoing population growth has created a demand for additional commercial services.

The applicant is proposing to develop the subject property, which is a change from the current status of the property and presents an opportunity to dedicate and zone the floodplain and Preble's Jumping Mouse habitat to protect this area.

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

5. Adequate circulation exists and traffic movement would not be impeded by development; and

Applicant's Response:

The site's immediate proximity to Parker Road and Stroh Road provides adequate access and movement to and from the site. Improvements will be made to both Parker Road and Stroh Road to accommodate the new development. A traffic study was conducted for the project and the following infrastructure improvements will be accomplished:

- Deceleration and right turn lane construction on Parker Road along the property frontage.
- Additional left turn bay on Parker Road south bound to Stroh Road east bound.
- Additional lane on Stroh Road with pavement shifted to align with feeding lanes west of Parker Road.
- New right in right out access on Parker Road and Stroh Road.
- New full movement access on Stroh Road east of the subject property.

Staff Analysis:

As detailed in Section VII of this staff report, staff has evaluated the site circulation and traffic movements and determined that this development provides adequate access and circulation.

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

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

Applicant's Response:

Infrastructure improvement costs will be borne by the developer. The costs for new demands on emergency services will be mitigated by sales tax revenues generated from the new businesses. The modified commercial zoning will not impact school, parks, or library demands. Additionally, this property is within the Town's Growth Boundary which means the Town is prepared to meet additional municipal service costs.

Staff Analysis:

There are no additional municipal service costs associated with this request that the Town is not prepared to meet.

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

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant's Response:

There are floodplain and mouse habitat areas along the south portion of the site. This area will be protected from, and excluded from the development area. Permanent tracts will be created and dedicated to the Town for ongoing preservation.

An active raptor nest has been observed in one of the cottonwood trees along the east property line.

The nest has been observed by our environmental consultant and recommendation made to avoid construction activity while the nest is in active use. The developer will comply with this requirement and delay construction until baby birds have left the nest.

An existing stand of large cottonwoods are present along the south property line near Kinney Creek. Approximately half of these trees will be protected and preserved as defined on the tree preservation plan. The removal of these trees is most impactful to the adjacent open space property to the east. To mitigate the adverse effect of the removals, the developer will voluntarily plant 35 Ponderosa Pines between 25' and 35' in height in a location on Open Space property to achieve the best impact for the Open Space. Value of trees removed in excess of the newly planted Ponderosa Pines off site shall be paid fee in-lieu.

Staff Analysis:

Staff has reviewed the request and determined that the environmental impacts have been mitigated to the extent possible. The applicant will be dedicating the floodplain and Preble's Jumping Mouse habitat to the Town and the requested zoning for this area is Open Space. The applicant will be required to perform construction activities in a manner that are consistent with the recommendations of their environmental consultant related to the observed hawk's nest. Finally, the applicant will be preserving the existing cottonwood trees on the south side of the property, which are not impacted by the necessary access easement. In order to off-set the impacts of the trees that will be removed, the applicant is planting significant trees to the east of the subject property and will also be required to pay a tree mitigation fee in accordance with the Town's Land Development Ordinance.

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

8. The proposal is consistent with the Town Master Plan, maps, goals, and policies.

Applicant's Response:

The Parker 2035 Master Plan General Land Use Plan identifies the area as a Community Center. The Community Center is defined as follows:

"Community Centers are areas that are larger than Neighborhood Centers and have a larger market area, serving multiple neighborhoods. Typical uses within Community Centers include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted."

Proposed uses include banks, general retail, restaurant, and other businesses providing services to the public as outlined above.

Staff Analysis:

As detailed in Section IV of this staff report, staff has evaluated the request against the Master Plan and determined that this request is consistent with the Town Master Plan.

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

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant's Response:

The property has been included into the Parker Water and Sanitation District to provide water and sewer services to the property. School, parks and recreation impacts are minimal as commercial zoning is proposed. School and park and recreation facilities are generally required for residential, not commercial uses. Tracts of land are dedicated to the public for future trail system along Kinney Creek as well as to preserve environmentally sensitive areas. The tracts will preserve the floodplain and mouse habitat areas. Connections to the future Kinney Creek trail system may occur along Parker Road right-of-way, dropping down into Kinney Creek near the culvert and / or along the west side of the detention pond thence up into the development site where grades are more gradual. The developer will provide a "fair share" financial contribution to the trail improvements.

Staff Analysis:

During the review of the request, Town staff in coordination with the appropriate review agencies, determined that there are adequate services to accommodate the requested Modified Commercial and Open Space zoning.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Approved
Fire Life Safety	Approved
Parker Water and Sanitation District	Approved
Xcel	Advisory comments
IREA	No comment
CenturyLink	No comment

X. CONCLUSION

Staff and the applicable referral agencies have reviewed the applicant's request to zone the subject property. This review included staff's evaluation of the request against the Town's Master Plan and zoning criteria. After performing this analysis, staff has determined that the request meets the requirements of the Town to zone the property Modified Commercial zoning and an Open Space zoning in coordination with the applicant's request to annex the subject property.

XI. RECOMMENDED CONDITIONS

None

XII. ATTACHMENTS

1. Rezoning Map
2. Applicant Zoning Approval Analysis
3. Project Narrative

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

PARKER POINTE ANNEXATION MAP

TO THE TOWN OF PARKER
A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 2

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

GENERAL NOTES:

- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARING S89°59'29"W AND BOUNDED BY A 3-1/4" ALUMINUM CAP STAMPED PLS 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SECTOIN 3 AND A 3-1/4" ALUMINUM CAP STAMPED PLS 29761 FOUND IN A RANGE BOX AT THE NORTH ONE-QUARTER CORNER OF SECTOIN 3.
- DISTANCES ON THIS SURVEY ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

NOTICE:

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

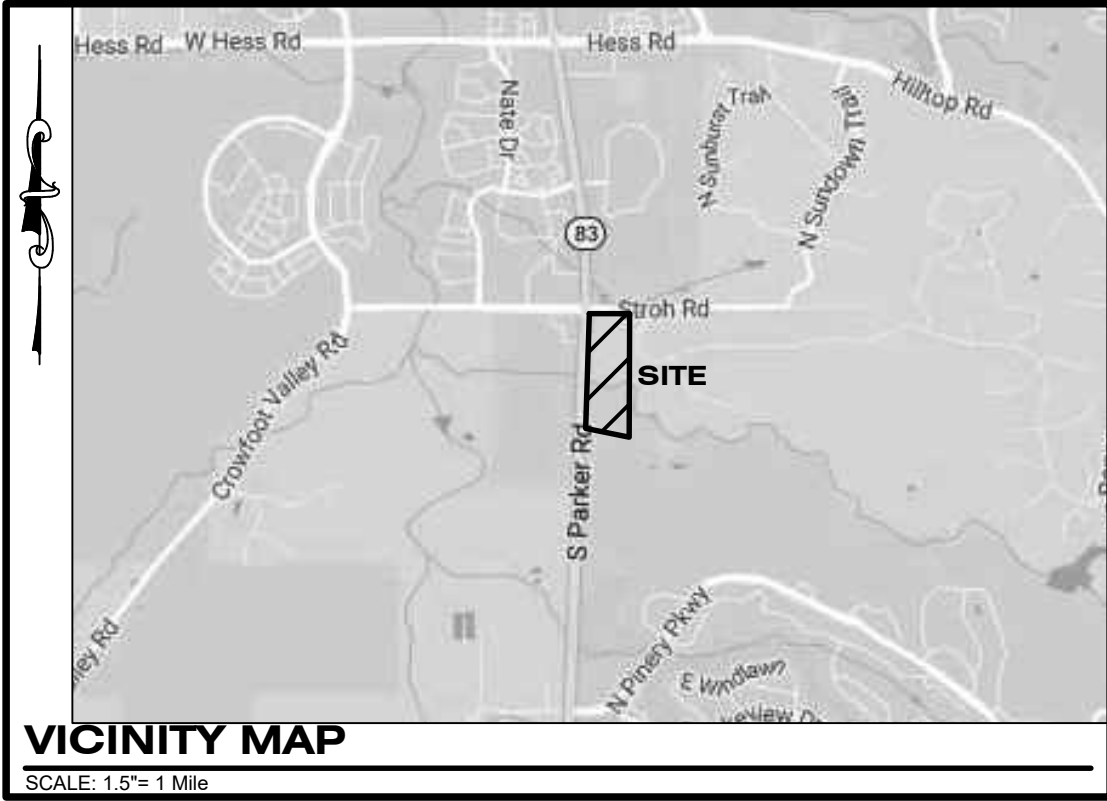
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.

LAND OWNER:
DANIEL YACOVETTA
PARKER & STROH LLC
PO BOX 40326
DENVER, CO 80204

APPLICANT:
DANIEL YACOVETTA
PARKER & STROH LLC
PO BOX 40326
DENVER, CO 80204

PLANNER:
JERRY DAVIDSON
PERCEPTION DESIGN GROUP, INC.
6901 SOUTH PIERCE STREET, SUITE 315,
LITTLETON, CO 80128
303-232-8088

SURVEYOR:
CHARLES N. BECKSTROM, PLS
ENGINEERING SERVICE COMPANY
14190 EAST EVANS AVENUE
AURORA, CO 80014
303-337-1393



SURVEYOR'S CERTIFICATION:

I, CHARLES N. BECKSTROM, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKER POINTE WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE ____ DAY OF ____ 20____ AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, 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. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS ____ DAY OF ____, 20__.

CHARLES N. BECKSTROM, P.L.S. NO. 33202
FOR AND ON BEHALF OF ENGINEERING SERVICE COMPANY.



TITLE VERIFICATION:

I, KELLY ELEFANT, ESQ., ATTORNEY AT LAW, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LAND OWNED BY PARKER AND STROH, LLC PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS ALL THOSE ITEMS SET FORTH IN FIDELITY NATIONAL TITLE COMMITMENT FILE NUMBER _____.

KELLY ELEFANT, ESQ. _____ DATE _____
REGISTRATION NO. 26023

TOWN COUNCIL APPROVAL:

APPROVED BY THE PARKER TOWN COUNCIL ON THIS ____ DAY OF _____
20____

MAYOR _____

ATTEST

TOWN CLERK _____

CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
)ss
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS ANNEXATION MAP WAS FILED IN MY OFFICE ON THIS _____

DAY OF _____ 20____, A.D. AT _____ O'CLOCK, __M, AND WAS

RECORDED WITH RECEPTION NUMBER _____

DOUGLAS COUNTY CLERK AND RECORDER

THE UNDERSIGNED REDSTONE BANK HEREBY CONSENTS TO THE ANNEXATION OF THE PROPERTY DESCRIBED HEREIN INTO THE TOWN OF PARKER.

REDSTONE BANK

BY: _____

STATE OF _____)
)ss.
COUNTY OF _____)

ON _____ BEFORE ME, _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC _____

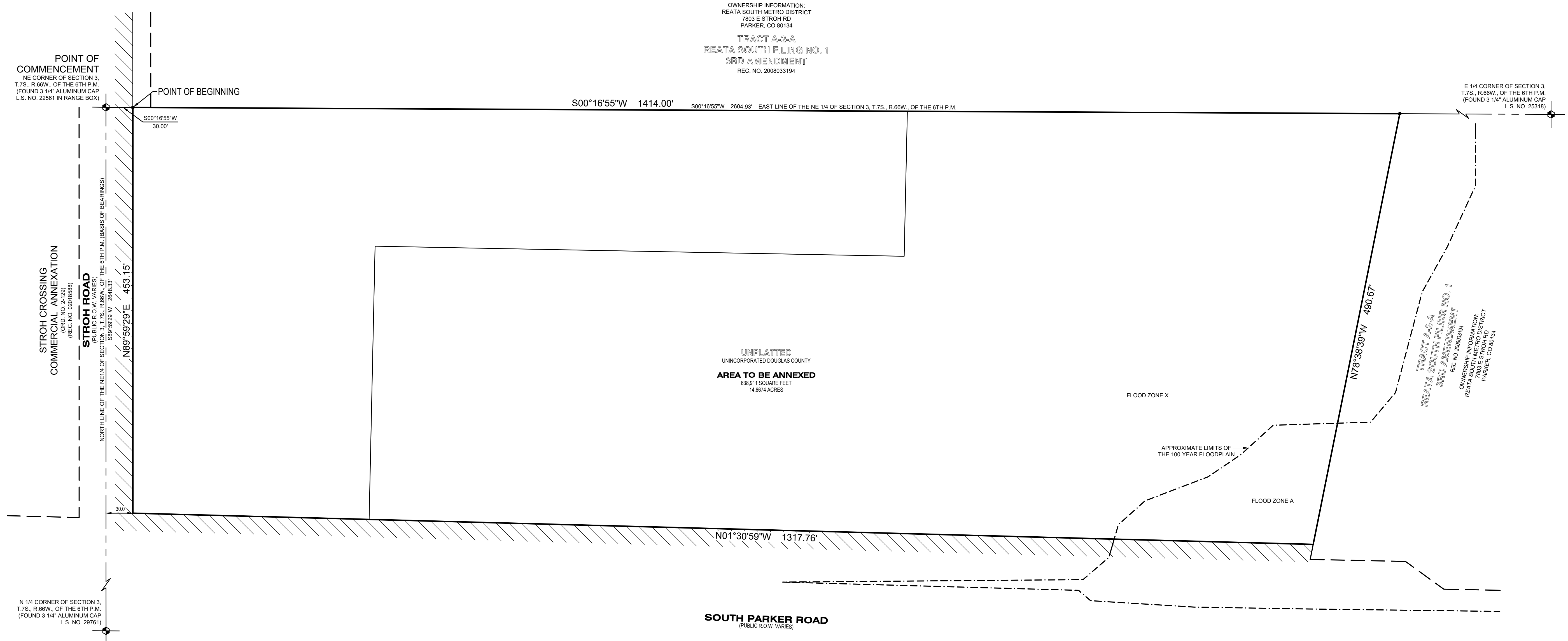
MY COMMISSION EXPIRES _____

PARKER POINTE ANNEXATION MAP SHEET 1 OF 2

	ESC ENGINEERING SERVICE COMPANY	14190 East Evans Avenue Aurora, Colorado 80014 engineeringserviceco.com
	Creative Solutions Since 1954 CIVIL ENGINEERS LAND SURVEYORS	P 303.337.1393 F 303.337.1481 T/F 1.877.273.0659
Survey No. 16025-P	Project No. 144.070	Date: 11/10/2017
		Revised: 07/19/2018

PARKER POINTE ANNEXATION MAP

TO THE TOWN OF PARKER
A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 2



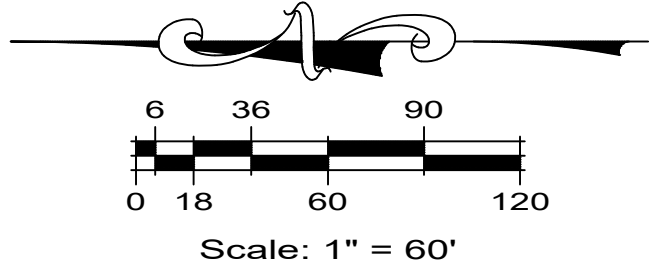
SUMMARY:

TOTAL PERIMETER:
3,675.58 LF

CONTIGUOUS PROPERTY
TO THE TOWN OF PARKER:
1,770.91 LF OR 48.2%

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

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.



LEGEND	
	ANNEX BOUNDARY LINE
	ADJACENT LOT/ROW LINES
	SECTION LINE
	TOWN LIMITS
	R.O.W. RIGHT-OF-WAY
	L.S. NO. LAND SURVEYOR NUMBER
	REC. NO. RECEPTION NUMBER
	SECTION CORNER



PARKER POINTE ANNEXATION MAP
SHEET 2 OF 2

ESC
ENGINEERING
SERVICE
COMPANY
Creative Solutions Since 1954
CIVIL ENGINEERS | LAND SURVEYORS

14190 East Evans Avenue
Aurora, Colorado 80014
engineeringsserviceco.com
P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659

Survey No.	Project No.	Date	Revised
16025-P	144.070	11/10/2017	07/19/2018

NOTE ALL EXISTING STRUCTURES
ARE TO BE REMOVED

LEGAL DESCRIPTION

PLANNING AREA A:
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:

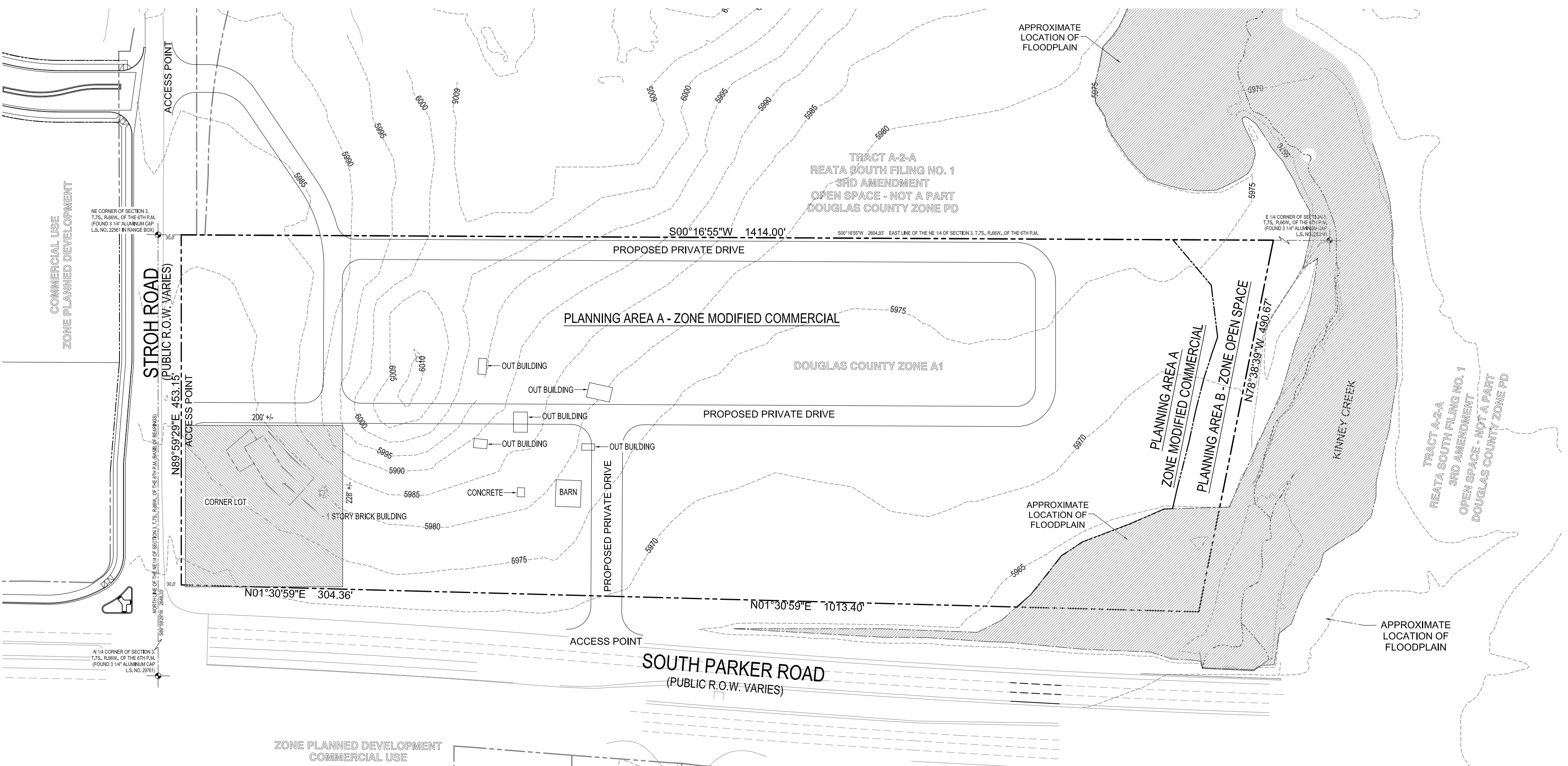
COMMENCING AT THE NE CORNER OF SAID SECTION 3;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET;
THENCE S47°15'02"W A DISTANCE OF 2.11 FEET;
THENCE S49°46'58"W A DISTANCE OF 75.08 FEET;
THENCE S82°59'43"W A DISTANCE OF 67.76 FEET;
THENCE N70°40'19"W A DISTANCE OF 21.67 FEET;
THENCE N72°11'51"W A DISTANCE OF 35.55 FEET;
THENCE N75°42'19"W A DISTANCE OF 42.96 FEET;
THENCE N78°04'43"W A DISTANCE OF 40.00 FEET;
THENCE N75°44'12"W A DISTANCE OF 64.84 FEET;
THENCE N77°21'04"W A DISTANCE OF 24.85 FEET;
THENCE N01°49'26"W A DISTANCE OF 10.84 FEET;
THENCE N23°28'16"W A DISTANCE OF 48.27 FEET;
THENCE N20°50'54"W A DISTANCE OF 66.14 FEET;
THENCE N33°28'15"W A DISTANCE OF 32.17 FEET;
THENCE N51°48'15"W A DISTANCE OF 64.39 FEET;
THENCE N49°53'43"W A DISTANCE OF 24.05 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 1082.06 FEET TO A POINT ON 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 (593,692 SQUARE FEET) 13.6293 ACRES

PLANNING AREA B:
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:

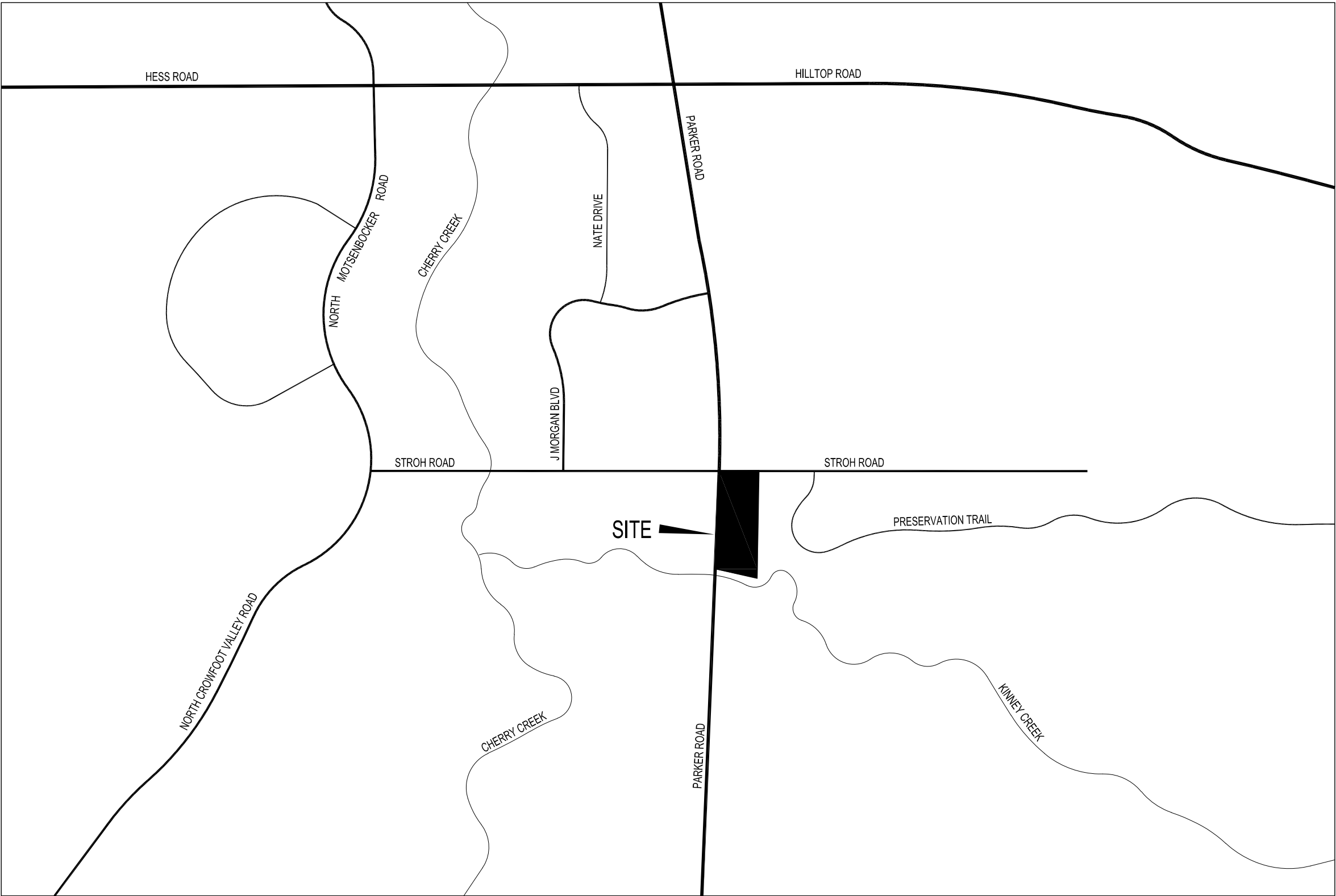
COMMENCING AT THE NE CORNER OF SAID SECTION 3;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET AND THE POINT OF BEGINNING;
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 130.32 FEET;
THENCE N70°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 235.70 FEET;
THENCE S40°53'43"E A DISTANCE OF 24.05 FEET;
THENCE S51°48'15"E A DISTANCE OF 64.39 FEET;
THENCE S33°28'16"E A DISTANCE OF 32.17 FEET;
THENCE S20°50'54"E A DISTANCE OF 66.14 FEET;
THENCE S23°28'16"E A DISTANCE OF 48.27 FEET;
THENCE S01°49'26"E A DISTANCE OF 10.84 FEET;
THENCE S77°21'04"E A DISTANCE OF 24.85 FEET;
THENCE S75°44'12"E A DISTANCE OF 64.84 FEET;
THENCE S78°04'43"E A DISTANCE OF 40.00 FEET;
THENCE S75°42'19"E A DISTANCE OF 42.96 FEET;
THENCE S72°11'51"E A DISTANCE OF 35.55 FEET;
THENCE S70°40'19"E A DISTANCE OF 21.67 FEET;
THENCE N82°59'43"E A DISTANCE OF 67.76 FEET;
THENCE N49°46'58"E A DISTANCE OF 75.08 FEET;
THENCE N47°15'02"E A DISTANCE OF 2.11 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (45,220 SQUARE FEET) 1.0381 ACRES



ZONING MAP EXHIBIT

1 inch = 100 ft.



VICINITY MAP
SCALE: 1" = 500'



SURVEYOR'S CERTIFICATE

I, CHARLES N. BECKSTROM, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY Delineates THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 33202
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

PLANNING COMMISSION CERTIFICATE

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

COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARING S89°59'29"W AND BOUNDED BY A 3-1/4" ALUMINUM CAP STAMPED PLS 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SECTION 3 AND A 3-1/4" ALUMINUM CAP STAMPED PLS 29761 FOUND IN A RANGE BOX AT THE NORTH ONE-QUARTER CORNER OF SECTION 3.

TOWN COUNCIL CERTIFICATE

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THIS ____ DAY OF ____, 2018, FOR THE PROPERTY DESCRIBED HEREON. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. ____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF 2018 A.D., AT ____ AM/PM AND WAS RECORDED AT RECEPTION NO. ____

COUNTY CLERK AND RECORDER

PROPOSED ZONE STANDARDS

DEVELOPMENT SHALL BE SUBJECT TO THE TOWN OF PARKER C-COMMERCIAL DISTRICT (SECTION 13.04.120 OF THE PARKER LAND DEVELOPMENT ORDINANCE AS AMENDED) WITH THE FOLLOWING MODIFICATIONS:

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE ZONE BOUNDARY:
MARIJUANA GROW, PROCESSING, OR SALES
ALL ADULT OR PORNOGRAPHIC BUSINESSES OF ANY TYPE
NEW OR USED AUTO SALES
STANDALONE BARS AS A PRIMARY USE

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE DESIGNATED HATCHED CORNER LOT:
CAR WASHES, GAS STATIONS, AND RESTAURANTS WITH DRIVE-THRU.

ALL C-COMMERCIAL BULK STANDARDS SHALL APPLY WITH THE FOLLOWING ADDITION:
THE MAXIMUM BUILDING SETBACK FROM THE FOUNDATION OF THE PRIMARY STRUCTURE TO THE PROPERTY LINE ADJACENT TO PARKER ROAD SHALL BE 65'.

THE MAXIMUM BUILDING SETBACK FROM THE FOUNDATION OF THE PRIMARY STRUCTURE TO THE PROPERTY LINE ADJACENT TO STROH ROAD SHALL BE 80'.

BUILDING SETBACKS FROM PROPERTY LINES SHARED WITH KINNEY CREEK ARE REQUIRED TO MEET THE C-COMMERCIAL SETBACK REQUIREMENTS.

PROPOSED ZONING

TOWN OF PARKER - MODIFIED COMMERCIAL
TOWN OF PARKER - OS - OPEN SPACE DISTRICT (SECTION 13.04.165 OF THE PARKER LAND DEVELOPMENT ORDINANCE, AS AMENDED)

PROPOSED UTILITIES

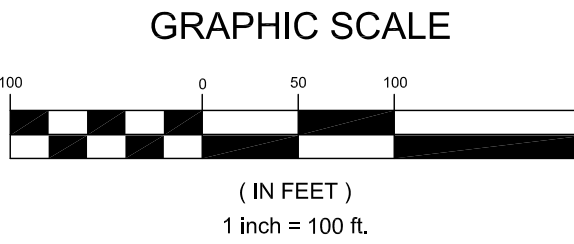
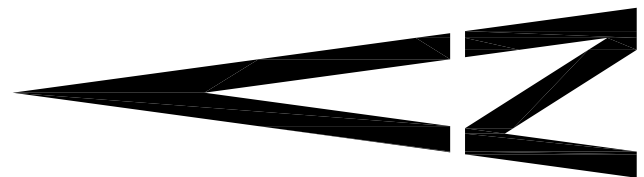
WATER AND SEWER TO BE PROVIDED BY PARKER WATER AND SANITATION DISTRICT

PREPARED BY

PERCEPTION DESIGN GROUP, INC.
6901 S. PIERCE ST., SUITE #315
LITTLETON, CO 80128
(303) 232-8088
CONTACT: JERRY DAVIDSON

OWNER AND APPLICANT

PARKER & STROH, LLC
975 LINCOLN STREET, SUITE 204
DENVER, CO 80203
(303) 699-3368
CONTACT: DAN YACOVETTA



AUGUST 16, 2018

RESOLUTION NO. 18-055, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE PARKER POINTE PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Parker Pointe Property, and hereafter described in **Exhibit A** attached hereto and made a part hereof (the "Property");

WHEREAS, said petition was forwarded by the Town Clerk to the Town Council;

WHEREAS, the Town Council of the Town of Parker, Colorado, found substantial compliance of said petition with Colo. Rev. Stat. § 31-12-107;

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

WHEREAS, public notice of such public hearing was given as required by law;

WHEREAS, the public hearing on the annexation petition was conducted in accordance with the requirements of the law; and

WHEREAS, pursuant to Colo. Rev. Stat. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth its findings of fact and its conclusion as to the eligibility of the Property for annexation to the Town of Parker.

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

Section 1. A service plan for that area encompassing the Property has been adopted by the Town Council, pursuant to Colo. Rev. Stat. § 31-12-105(1)(e).

Section 2. Not less than one-sixth (1/6th) of the perimeter of the Property is contiguous with the existing boundaries of the Town of Parker, as required by law.

Section 3. A community of interest exists between the Property and the Town of Parker, and the Property will be urbanized in the near future.

Section 4. The Property is integrated or is capable of being integrated within the Town of Parker.

Section 5. The limitations of the Municipal Annexation Act and the Constitution of the State of Colorado do not prevent the annexation of the Property or any part thereof since:

a. No land in the territory to be annexed which is held in identical ownership and consists of either a single tract or parcel, or two or more contiguous tracts or parcels, has

been divided or portion thereof excluded from the area to be annexed without the written consent of the owners thereof;

b. No land in the territory to be annexed which is held in identical ownership and comprises twenty (20) or more acres, having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 in the year next preceding the annexation, has been included in the area to be annexed without the written consent of the landowners;

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

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

Section 6. The petition(s) for the annexation of the Property meets the requirements of law and are in proper order for annexation for the Property.

Section 7. No election is required, pursuant to Colo. Rev. Stat. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker, and no additional terms and conditions within the meaning of Colo. Rev. Stat. § 31-12-111 are to be imposed on the annexation of the Property.

Section 8. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town boundary in any one year.

Section 9. The entire width of any street or alley to be annexed is included within the annexation.

Section 10. The Property is eligible for annexation to the Town of Parker and all requirements of law have been met for such annexation, including the requirements of section 30 of article II of the state constitution and the applicable requirements of Colo. Rev. Stat. §§ 31-12-104 and 31-12-105, as amended.

Section 11. The ordinances annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to Colo. Rev. Stat. § 31-12-111.

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.

ORDINANCE NO. 2.262, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE PARKER POINTE PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit 1** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

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

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

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the "Charter").

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit 2**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. 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 10. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

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.

EXHIBIT 2

ANNEXATION AGREEMENT PARKER POINTE PROPERTY

THIS ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this ____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), Parker Water and Sanitation District (the "District") (only as to Paragraph 3), and Parker and Stroh, LLC, its successors and assigns (the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, which is attached hereto and incorporated by this reference.

B. The Property Owner desires to have the Property annexed to the Town.

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

D. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3), and the Property Owner hereby agree as follows:

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

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon the initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Parker Land Development Ordinance and the Parker Municipal Code, as amended.

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

4. Zoning and Development.

a. The Property Owner hereby consents to the Town Council of the Town of Parker adopting Ordinance No. 3.337, Series of 2018, zoning the Property "Modified Commercial" which is attached as **Exhibit B** and incorporated by this reference (the "Development Plan"), contemporaneously with the approval of this Agreement. The Property Owner acknowledges and agrees that the zoning of the Property does not include any approval related to the grading of the Property. The Property Owner further acknowledges and agrees that any grading or development of the Property is subject to the requirements contained within the Parker Municipal Code, as amended.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all impact fees as established by Town ordinance at the time this Agreement is executed and such additional impact fees as may be in effect at the time of development of the Property (as evidenced by plat approval) so long as said additional impact fees are assessed or adopted Townwide, except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires an open space dedication for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to dedicate Open Space. The Property Owner acknowledges and agrees that the Town may require the dedication of Open Space as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

6. School Mitigation Plan. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a contribution to the Douglas County School District No. RE-1 (the "School District") for school mitigation (the "School Mitigation Fee") for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to pay a School Mitigation Fee to the School District. The Property Owner acknowledges and agrees that the Town may require the payment of a School Mitigation Fee, as determined by the School District, as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

7. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a payment of a "Deficit Reduction Fee" to the Town to off-set the impact to the Town's General Fund as the result of the annexation. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be fiscally neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time such change in zoning is initiated by the Property Owner, as described herein.

8. Community Identification Sign. The Property Owner and the Town agree that discussions related to a sign easement, free and clear of all liens and encumbrances, adjacent to Tract B of the Parker Pointe Subdivision Filing No. 1, will continue as a part of the Minor Development Plat. The Property Owner acknowledges that should the Town request a sign easement in the general location identified in this Paragraph 8, the Property Owner agrees to grant a sign easement and agrees that the Town may use the sign easement area to install a sign for community identification purposes. The Town will allow the easement area to be credited toward the landscape areas required by Section 13.06.070 of the Parker Municipal Code.

9. Roads Improvements to be Designed, Constructed and/or Paid for by the Property Owner. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph:

a. Stroh Road. The Property Owner shall design and construct, at its sole expense, the south half of Stroh Road adjacent to the Property, as a four-lane arterial section, as defined in the Town of Parker Roadway Design and Construction Manual ("Roadway Manual"), including curb, gutter, streetscape, drainage improvements, a detached eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual and the Town approved Traffic Study for the Property, prior to any certificates of occupancy for the Property, temporary or otherwise,. In the event that the Town determines to build south half of Stroh Road adjacent to the property prior to the first final plat for the Property, then in that event the Property Owner shall pay to the Town one hundred percent (100%) of the actual cost to design and construct these improvements, as determined by the Town (which amount shall increase annually commencing on the date on which the improvements are completed and open for use by the public, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index), at the time of such first final plat the Property.

b. Parker Road. The Property Owner shall design and construct, at its sole expense, as determined by the Town, all necessary auxiliary lanes on Parker Road necessary to serve the Property, in accordance with Colorado Department of Transportation criteria and the Roadway Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise, for the Property.

10. Parker Road Reimbursement. The Property Owner shall pay to Reata Ridge Realty Partners LLC, a Colorado limited liability company, the developer of the Stroh Crossing property, One Hundred Twenty-Seven Thousand and 96/100 Dollars (\$127,000.96) prior to the recordation of the first final plat for the Property, which payment is reimburse Reata Ridge Realty Partners LLC, for its cost to design and construct the northbound deceleration lane on Parker Road adjacent to the Property.

11. Traffic Signals. The Property Owner shall design and construct all modifications to the existing traffic signals and other traffic control improvements necessitated by the development of the Property, prior to the Town's probationary acceptance of the public improvements to be constructed as a part of the first final plat for the Property.

12. The Property Owner shall design and construct all necessary improvements to Kinney Creek, as determined by Douglas County and the Urban Drainage and Flood Control District ("UDFCD"), in accordance with Douglas County and UDFCD criteria. The Property Owner shall obtain design approval from UDFCD prior to the recordation of the first final plat for the Property, and shall construct and cause the improvements to be accepted into the UDFCD's maintenance assistance program prior to the issuance of certificates of occupancy, temporary or otherwise for the Property.

13. Undergrounding IREA Power Lines. The Property Owner shall remove the existing overhead Intermountain Rural Electric Associations ("IREA") power lines located on the Property adjacent to Stroh Road and Parker Road and shall underground those power lines on the Property according to the rules, regulations and standards of IREA, prior to the Town's probationary acceptance of the public improvements to be constructed on the Property as a part of the first final plat for the Property.

14. Tree Preservation. The Property Owner shall preserve the trees on the Property described in **Exhibit C** of this Agreement, which is attached hereto and incorporated by this reference. The Property Owner acknowledges and agrees that any removal of significant trees and vegetation is subject to the Property Owner's compliance with Section 13.10.110 of the Parker Municipal Code, as amended.

15. Land Dedication. The Property Owner, shall either dedicate on a plat or otherwise convey to the Town, as applicable, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Stroh Road. The real property to construct the south half of Stroh Road adjacent to the Property, as a four-lane arterial section, as defined in the Roadway Manual, including curb, gutter, streetscape, drainage improvements, a detached eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual and the Town approved Traffic Study for the Property, at the time of the first final plat the Property.

b. Parker Road. The real property to construct all necessary auxiliary lanes on Parker Road necessary to serve the Property, in accordance with Colorado Department

of Transportation criteria and the Roadway Manual, at the time of the first final plat for the Property.

c. Flood Plain/Preble's Jumping Mouse Habitat Dedication. The real property described in **Exhibit D**, which is attached hereto and incorporated by this reference, which is comprised of flood plain and Preble's jumping mouse habitat, at the time of the first final plat for the Property.

16. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations. The Property Owner shall cause to be created, at the time of the first final plat, a mandatory property owners' association for the purpose of maintaining those areas described in this Agreement.

17. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of the ordinance described in Paragraph 4.a. of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in Paragraph 4.a. of this Agreement. If the Town fails to adopt the ordinance described in Paragraph 4.a. of this Agreement, then this Agreement shall not go into effect and the Original Annexation Agreement shall remain in full force and effect.

18. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town. The Property Owner acknowledges and agrees that the vesting of property rights in the Town is governed by Section 13.01.110 of the Parker Municipal Code, as amended.

19. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

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.

d. Any other remedy available at law.

20. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and

general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

21. Termination. If Ordinance No. 3.337, Series of 2018, is not approved as provided by Paragraph 4.a. of this Agreement, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

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

23. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the effective date of Ordinance No. 3.337 Series of 2018, as described in Paragraph 4.a. of this Agreement.

24. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

26. 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.

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

To the Town: Director of Engineering/Public Works
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To the Property Owner: Parker and Stroh, LLC
Attn: Dan Yacovetta
975 Lincoln Street, Suite 204
Denver, CO 80203

28. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of Ordinance No. 3.337, Series of 2018, as described in Paragraph 4.a. of this Agreement.

29. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

**PROPERTY OWNER: PARKER AND
STROH, LLC**

Dan Yacovetta, _____ (title)

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2018, by Dan Yacovetta, as _____, of the Parker and Stroh, LLC.

My commission expires: _____.

SEAL

Notary Public

**PARKER WATER AND SANITATION
DISTRICT**
(AS TO PARAGRAPH #3 ONLY)

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

ATTEST:

Maleia Good

CONSENT AND SUBORDINATION OF LENDER

Redstone Bank, as the beneficiary of a deed of trust that is secured against the real property described in Exhibit A (the "Property") and recorded on September 12, 2017, at Reception No. 2017061898 of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby consents to this Annexation Agreement, and agrees and confirms for itself and its successors and assigns that the lien of the Deed of Trust and other rights and interests of the Lender in the Property are subject to and subordinate to this Annexation Agreement. In the event of a foreclosure of the Deed of Trust and the sale of the Property that is the subject to the Deed of Trust pursuant to such foreclosure, the rights of the Town of Parker acquired by virtue of this Annexation Agreement shall not be affected thereby.

REDSTONE BANK

By: _____

[Please print name and title on line↑]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Redstone Bank.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Modified Commercial Zoning for the Property
Exhibit C	Tree Preservation Plan
Exhibit D	Flood Plain/Preble's Jumping Mouse Habitat Dedication Legal Description

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:

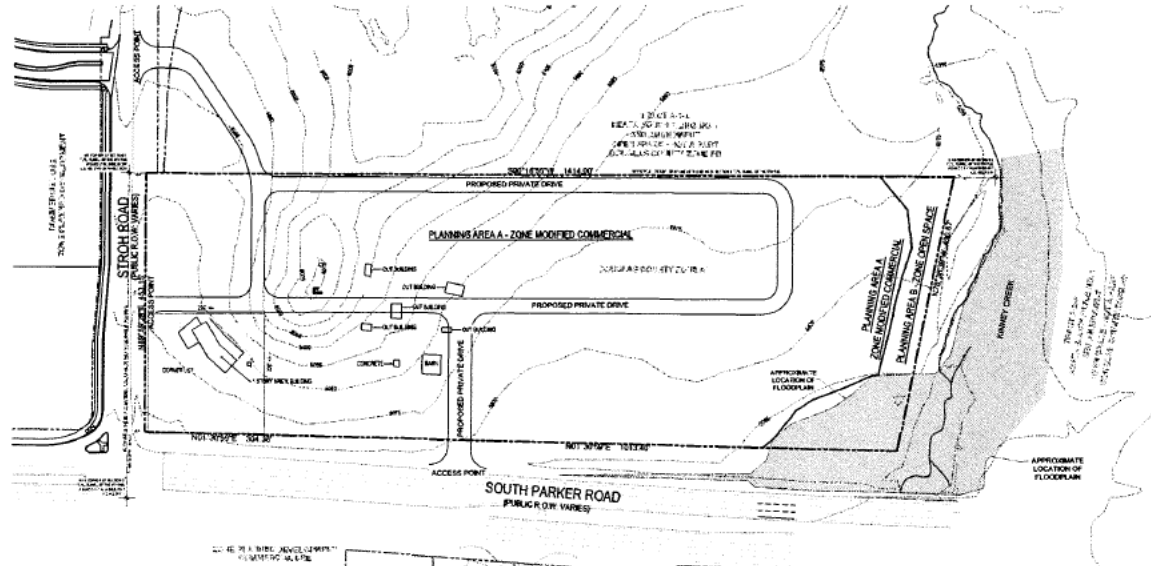
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUNNING WEST, 486 FEET; THENCE SOUTH 2°20' WEST, 1330 FEET; THENCE SOUTH 78°30' EAST, 535 FEET; THENCE NORTH, 1444 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN EAST STROH ROAD AND EXCEPT THAT PORTION THEREOF TAKEN 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

Exhibit B

PARKER POINT

LOTS 1 - 14, PARKER POINT FILING NO. 1
A PART SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



PROPOSED ZONE STANDARDS

DEVELOPMENT AREA SHALL BE SUBJECT TO THE TOWN OF PARKER ZONE C-COMMERCIAL STANDARDS WITH THE FOLLOWING MODIFICATIONS:

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE ZONE BOUNDARY:
WRECKING, DEMOLITION, OR SALES
ALL ADULT OR PORNOGRAPHIC BUSINESSES OF ANY TYPE
NEW OR USED AUTO SALES
STANDARD ONE-BUS AS A PRIMARY USE

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE DESIGNATED INTERCHANGING LOTS:
CAR WASHES, GAS STATIONS, AND RESTAURANTS WITH DRIVE-THRU

ALL C-COMMERCIAL BUILDING STANDARDS SHALL APPLY WITH THE FOLLOWING EXCEPTIONS:
THE MAXIMUM BUILDING SETBACK FROM THE FOUNDATION OF THE PRIMARY STRUCTURE TO THE PROPERTY LINE ADJACENT TO PARKER ROAD AND STATION ROAD SHALL BE 10'.
BUILDING SETBACKS FROM PROPERTY LINES ADJACENT TO KINNEY CREEK ARE REQUIRED TO MEET THE C-COMMERCIAL SETBACK REQUIREMENTS.

PROPOSED ZONING

TOWN OF PARKER - MODIFIED COMMERCIAL
TOWN OF PARKER - OPEN SPACE

PROPOSED UTILITIES

WATER AND SEWER TO BE PROVIDED BY
PARKER WATER AND SANITATION DISTRICT

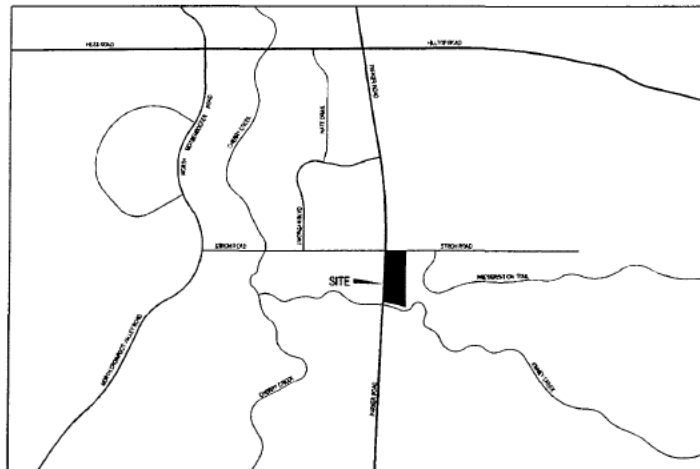
PREPARED BY

PERCEPTION DESIGN GROUP, INC.
6801 S. PARKER ST., SUITE #315
LITTLETON, CO 80120
PH: 303-944-0000
CONTACT: JERRY DAVIDSON

OWNER AND APPLICANT

PARKER & STATION, LLC
975 LINCOLN STREET, SUITE 204
DENVER, CO 80202
PH: 303-733-8888
CONTACT: DAN YACOVETTA

ZONING MAP EXHIBIT



VICINITY MAP
SCALE: 1" = 600'

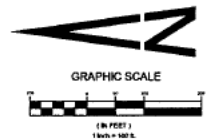
NOTE ALL EXISTING STRUCTURES ARE TO BE REMOVED

LEGAL DESCRIPTION

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 1, T27N, R66W, OF THE 6TH TOWNSHIP OF PARKER COUNTY, COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 1; THENCE S89°10'00"E ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 1, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE, LINE OF SECTION 1 AND THE TOWN OF PARKER; THENCE S89°10'00"E ALONG SAID SOUTH LINE, LINE OF SECTION 1 AND THE TOWN OF PARKER, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE S89°10'00"E ALONG SAID EAST LINE, LINE OF SECTION 1 AND THE TOWN OF PARKER, A DISTANCE OF 100.00 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 1 AND THE SOUTH LINE, LINE OF SECTION 1 AND THE TOWN OF PARKER; THENCE S89°10'00"E ALONG SAID SOUTH LINE, LINE OF SECTION 1 AND THE TOWN OF PARKER, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS APPROXIMATELY 10.00 ACRES, MORE OR LESS.



MAY 25, 2018

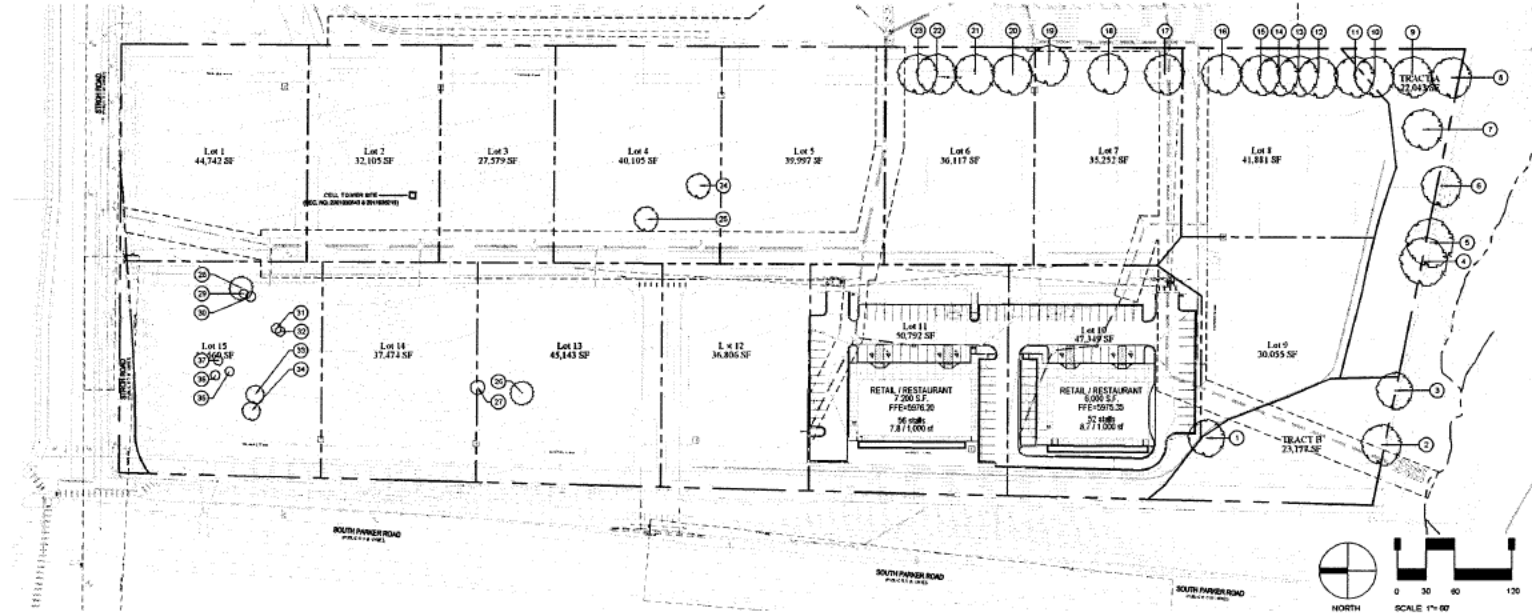


Perception
Design Group, Inc.

Consulting Civil Engineers

4401 South Pierce Street, Suite 3150 Littleton, Colorado 80120
303-232-8888

Exhibit C



TREE INVENTORY DATA AND VALUATION

TREE #	SPECIES	CONDITION	SIZE-DBH"	MITIGATION	TFM VALUATION \$	COMMENTS
1	Silver Maple/Acer platanoides	Good	36	Remove	\$4,360	Phone
2	Cottonwood/Populus sargentii	Good	73	Preserve	\$11,000	
3	Cottonwood/Populus sargentii	Good	67	Preserve	\$10,000	
4	Cottonwood/Populus sargentii	Fair	72	Preserve	\$9,000	
5	Cottonwood/Populus sargentii	Good	46	Preserve	\$4,640	
6	Cottonwood/Populus sargentii	Good	74	Preserve	\$12,200	Low trunk fork
7	Cottonwood/Populus sargentii	Fair	81	Preserve	\$6,700	
8	Cottonwood/Populus sargentii	Very Good	118	Preserve	\$37,400	
9	Cottonwood/Populus sargentii	Good	66	Preserve	\$10,200	
10	Cottonwood/Populus sargentii	Fair	64	Preserve	\$7,800	
11	Cottonwood/Populus sargentii	Good	68	Preserve	\$9,000	
12	Cottonwood/Populus sargentii	Good	62	Preserve	\$5,700	
13	Cottonwood/Populus sargentii	Fair	51	Preserve	\$3,040	Low trunk fork
14	Cottonwood/Populus sargentii	Good	64	Preserve	\$9,000	
15	Cottonwood/Populus sargentii	Good	54	Preserve	\$6,100	
16	Cottonwood/Populus sargentii	Good	96	Remove	\$14,300	
17	Cottonwood/Populus sargentii	Good	106	Remove	\$16,700	
18	Cottonwood/Populus sargentii	Good	112	Remove	\$16,700	
19	Cottonwood/Populus sargentii	Good	49	Remove	\$3,300	
20	Cottonwood/Populus sargentii	Good	108	Remove	\$17,400	
21	Cottonwood/Populus sargentii	Good	84	Remove	\$10,200	
22	Cottonwood/Populus sargentii	Good	72	Remove	\$9,700	Low trunk fork
23	Cottonwood/Populus sargentii	Good	70	Remove	\$7,200	
24	American Elm/Ulmus Americana	Fair/Good	25	Remove	\$500	Phone
25	American Elm/Ulmus Americana	Good	22	Remove	\$400	Phone
26	Ponderosa Pine/Pinus ponderosa	Very Good	24	Remove	\$4,700	
27	Austrian Pine/Pinus nigra	Good	16	Remove	\$150	Phone
28	Blue Spruce/Prunus pungens	Post/Fair	17	Remove	\$150	Yakutat
29	Mugo Pine/Pinus mugo	Post/Fair	17 / 21	Remove	\$0	Mis-shapen
30	Blue Spruce/Prunus pungens	Very Good	25	Remove	\$870	
31	Ponderosa Pine/Pinus ponderosa	Very Good	19	Remove	\$230	
32	Ponderosa Pine/Pinus ponderosa	Very Good	26	Remove	\$360	
33	Norway Maple/Acer platanoides	Very Good	52	Remove	\$4,540	
34	Catalpa/Banyan tree	Very Good	74	Remove	\$3,360	Phone
35	Gray Juniper/Juniperus sp., variety unknown	Good/Very Good	25	Remove	\$980	
36	Gray Juniper/Juniperus sp., variety unknown	Fair	14	Remove	\$230	Storm damage
37	Gray Juniper/Juniperus sp., variety unknown	Fair	10	Remove	\$60	Storm damage
...	(35) Ponderosa Pine, 25'-30' H, on Colorado Golf Club Property as Chisel	...	12 Average	Transplant	\$28,750	...

*DBH - DIAMETER (FOR CALIPER) MEASURED INCHES AT STANDARD HEIGHT, 4.5 FEET ABOVE THE SOIL GRADE.

\$11,660 TOTAL TO BE REMOVED

TREE INVENTORY NOTES

1. VALUATION: WE USED THE WIDELY ACCEPTED FORMULA METHOD (TFM) TO CALCULATE THESE TREE VALUATIONS BASED ON THE GUIDE FOR PLANT APPRAISAL, 8TH EDITION AND ISA ROCKY MOUNTAIN SPECIES RATING AND APPRAISAL FACTORS GUIDE.
2. FOR THE JUMPED VALUATION, WE APPLIED THE SPECIES RATING VALUES AND PRICING FOR WHITE FIR, ABIES CONCOLOR - SINCE THESE ARE BOTH NATIVE COLORADO TREES THAT HAVE SOMEWHAT SIMILAR GROWING REQUIREMENTS. TREE VALUATIONS WERE BASED ON BOTH BALLED AND UNBALLED (B&U) - SPECIAL ORDER OR SPREAD PRICING.
3. A SEPARATE FORM CONVEYING TFM VALUES AND COST HAS BEEN SUBMITTED TO THE TOWN.

LEGEND

- EX EVERGREEN TREE
- EX DECIDUOUS TREE

ADDITIONAL COLORADO GOLF CLUB TREE MITIGATION VALUATIONS NOTES

1. THE TOWN OF PARKER HAS AGREED TO COUNT THE TREES PROVIDED BY PARKER POINTE OWNER WITHIN THE COLORADO GOLF CLUB PROPERTY AS CREDIT TO THE OVERALL TFM VALUATION FEE.
2. THE FOLLOWING VALUATION COSTS WAS PROVIDED BY, IN ACCORDANCE WITH THE TOWN OF PARKER MUNICIPAL CODE, BOB HOWEY ISA CERTIFIED ARBORIST AND ASCA CONSULTING ARBORIST, WORKING FOR TREES ANALYSIS GROUP LLC.
3. THE FOLLOWING COST FOR TRANSPLANTED (35) PONDEROSA PINES, 25'-30' HEIGHT SHALL BE BASED ON THE TRUNK FORMULA METHOD FOR AN AVERAGE 12" DIAMETER 92.6 AT BREAST HEIGHT, VALUED AT \$2,850 PER TREE. TOTAL COST: \$98,750.

TREE PRESERVATION NOTES

1. THIS TREE PRESERVATION PLAN WAS DONE IN ACCORDANCE WITH THE TOWN OF PARKER MUNICIPAL CODE, BOB HOWEY, ISA CERTIFIED ARBORIST AND ASCA CONSULTING ARBORIST, WORKING FOR TREES ANALYSIS GROUP LLC (TAG) IS PROVIDING THIS TREE ASSESSMENT AND VALUATION FOR THE 37 TREES AS INDICATED ON THE PROVIDED SITE PLAN AND BASED ON THE INSPECTION ON 10/20/2017. SOME OF THESE TREES ARE INTENDED TO REMAIN WITH THE PLANNED NEW DEVELOPMENT AND SOME ARE TO BE REMOVED FROM THE DEVELOPMENT. SITE LOCATED AT THE SOUTHEAST CORNER OF STROH ROAD AND PARKER ROAD, PARKER, CO.
2. ENFORCEMENT OF THE TREE PRESERVATION SHALL BE IN ACCORDANCE WITH THE TOWN'S MUNICIPAL CODE.
3. THE REMOVAL OR DESTRUCTION OF EACH TREE AND SHRUB IN VIOLATION OF THE PROVISIONS OF THIS SECTION FOR EACH DAY THE VIOLATION HAS OCCURRED IN VIOLATION OF AN APPROVED TREE CONSERVATION PLAN BY THE TOWN SHALL BE CONSIDERED A SEPARATE OFFENSE.
4. IN ADDITION TO THE REMEDIES DESCRIBED IN THIS SECTION, THE TOWN MAY REFUSE TO ISSUE ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY UNTIL THE VIOLATION IS CURED.
5. TREES AND SHRUBS DESIGNATED AS "PRESERVE" ON THE CONSERVATION PLAN SHALL BE PROTECTED FROM DAMAGE CAUSED BY CONSTRUCTION RELATED ACTIVITIES IN ACCORDANCE WITH SPECIFICATIONS SET FORTH BY THE ISA OR THE TOWN.
6. SEE LANDSCAPE PLAN FOR LOCATION, SIZE, AND SPECIES OF PROPOSED PLANTING MATERIAL.

Sterling Design Associates, Inc.
 CIVIL ENGINEERS - LANDSCAPE ARCHITECTS
 2809 W. Larimer Blvd #300
 Lakewood, CO 80226
 303.794.4717
 www.sterlingdesignassociates.com

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. KILGUS, C.E., P.E., COLORADO REGISTRATION NO. 394 FOR THE CITY OF PARKER, COLORADO, ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC.

Perception Design Group, Inc.
 Consulting Civil Engineers
 6801 South New Street, Suite 215
 Fort Collins, CO 80526
 970.223.0888

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. KILGUS, C.E., P.E., COLORADO REGISTRATION NO. 394 FOR THE CITY OF PARKER, COLORADO, ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC.

SW/DATE: TREE PRESERVATION PLAN REVIEW
 DW/DATE: 2ND SUBMITTAL
 DATE: DESCRIPTION
 REVISIONS

TREE PRESERVATION PLAN

PARKER POINTE
 LOTS 1 THRU 14 AND TRACT A, PARKER POINTE ESTATES
 SOUTHEAST CORNER OF STROH ROAD AND PARKER ROAD
 PARKER, COLORADO

designed by: J.W.
 approved by: J.W.
 project no.: 2015-015
 date: 10/20/17

SHEET
 L100

Exhibit D

Floodplain and Preble's Jumping Mouse Legal Description

TRACTS A AND B OF THE PARKER POINTE SUBDIVISION FILING NO. 1

ORDINANCE NO. 3.337, Series of 2018

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PARKER POINTE PROPERTY TO MODIFIED COMMERCIAL DISTRICT AND OS-OPEN SPACE DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit A**, within the Town of Parker, Colorado, as Modified Commercial District, pursuant to the Town of Parker Land Development Ordinance, and zoning certain property described in attached **Exhibit B**, within the Town of Parker, Colorado, as OS-Open Space District, pursuant to the Town of Parker Land Development Ordinance (collectively described as the “Property”).

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 Property, at least fifteen (15) days prior to the public hearing.

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

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to Modified Commercial District and OS-Open Space District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned Modified Commercial District and OS-Open Space District, as described in **Exhibit C**, which is attached hereto and incorporated by this reference.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

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 Modified Commercial

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 the East Line of said NE 1/4 of Section 3, a distance of 1283.68 feet;

Thence S47°15'02"W a distance of 2.11 feet;

Thence S49°46'58"W a distance of 75.08 feet;

Thence S82°59'43"W a distance of 67.76 feet;

Thence N70°40'19"W a distance of 21.67 feet;

Thence N72°11'51"W a distance of 35.55 feet;

Thence N75°42'19"W a distance of 42.96 feet;

Thence N78°04'43"W a distance of 40.00 feet;

Thence N75°44'12"W a distance of 64.84 feet;

Thence N77°21'04"W a distance of 24.85 feet;

Thence N01°49'26"W a distance of 10.84 feet;

Thence N23°26'16"W a distance of 48.27 feet;

Thence N20°50'54"W a distance of 66.14 feet;

Thence N33°28'15"W a distance of 32.17 feet;

Thence N51°48'15"W a distance of 64.39 feet;

Thence N40°53'43"W a distance of 24.05 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 1082.06 feet to a point on 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 (593,692 Square Feet) 13.6293 Acres

EXHIBIT B

Legal Description OS – Open Space

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;

Thence S00°16'55"W along the East Line of said NE 1/4 of Section 3, a distance of 1283.68 feet and the **Point of Beginning**;

Thence S00°16'55"W along said East Line, a distance of 130.32 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 235.70 feet;

Thence S40°53'43"E a distance of 24.05 feet;

Thence S51°48'15"E a distance of 64.39 feet;

Thence S33°28'15"E a distance of 32.17 feet;

Thence S20°50'54"E a distance of 66.14 feet;

Thence S23°26'16"E a distance of 48.27 feet;

Thence S01°49'26"E a distance of 10.84 feet;

Thence S77°21'04"E a distance of 24.85 feet;

Thence S75°44'12"E a distance of 64.84 feet;

Thence S78°04'43"E a distance of 40.00 feet;

Thence S75°42'19"E a distance of 42.96 feet;

Thence S72°11'51"E a distance of 35.55 feet;

Thence S70°40'19"E a distance of 21.67 feet;

Thence N82°59'43"E a distance of 67.76 feet;

Thence N49°46'58"E a distance of 75.08 feet;

Thence N47°15'02"E a distance of 2.11 feet to the **Point of Beginning**.

Parcel Contains (45,220 Square Feet) 1.0381 Acres

EXHIBIT C

PARKER POINTE

LOTS 1 - 14, PARKER POINTE FILING NO. 1

A PART OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

NOTE ALL EXISTING STRUCTURES
ARE TO BE REMOVED

LEGAL DESCRIPTION

PLANNING AREA A:

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 THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET;
THENCE S47°15'02"W A DISTANCE OF 2.11 FEET;
THENCE S49°46'58"W A DISTANCE OF 75.08 FEET;
THENCE S82°59'43"W A DISTANCE OF 67.76 FEET;
THENCE N70°40'19"W A DISTANCE OF 21.67 FEET;
THENCE N72°11'51"W A DISTANCE OF 35.55 FEET;
THENCE N75°42'19"W A DISTANCE OF 42.96 FEET;
THENCE N78°04'43"W A DISTANCE OF 40.00 FEET;
THENCE N75°44'12"W A DISTANCE OF 64.84 FEET;
THENCE N77°21'04"W A DISTANCE OF 24.85 FEET;
THENCE N01°49'26"W A DISTANCE OF 10.84 FEET;
THENCE N23°26'16"W A DISTANCE OF 48.27 FEET;
THENCE N20°50'54"W A DISTANCE OF 66.14 FEET;
THENCE N33°28'15"W A DISTANCE OF 32.17 FEET;
THENCE N51°48'15"W A DISTANCE OF 64.39 FEET;
THENCE N49°53'43"W A DISTANCE OF 24.05 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 1082.06 FEET TO A POINT ON 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.

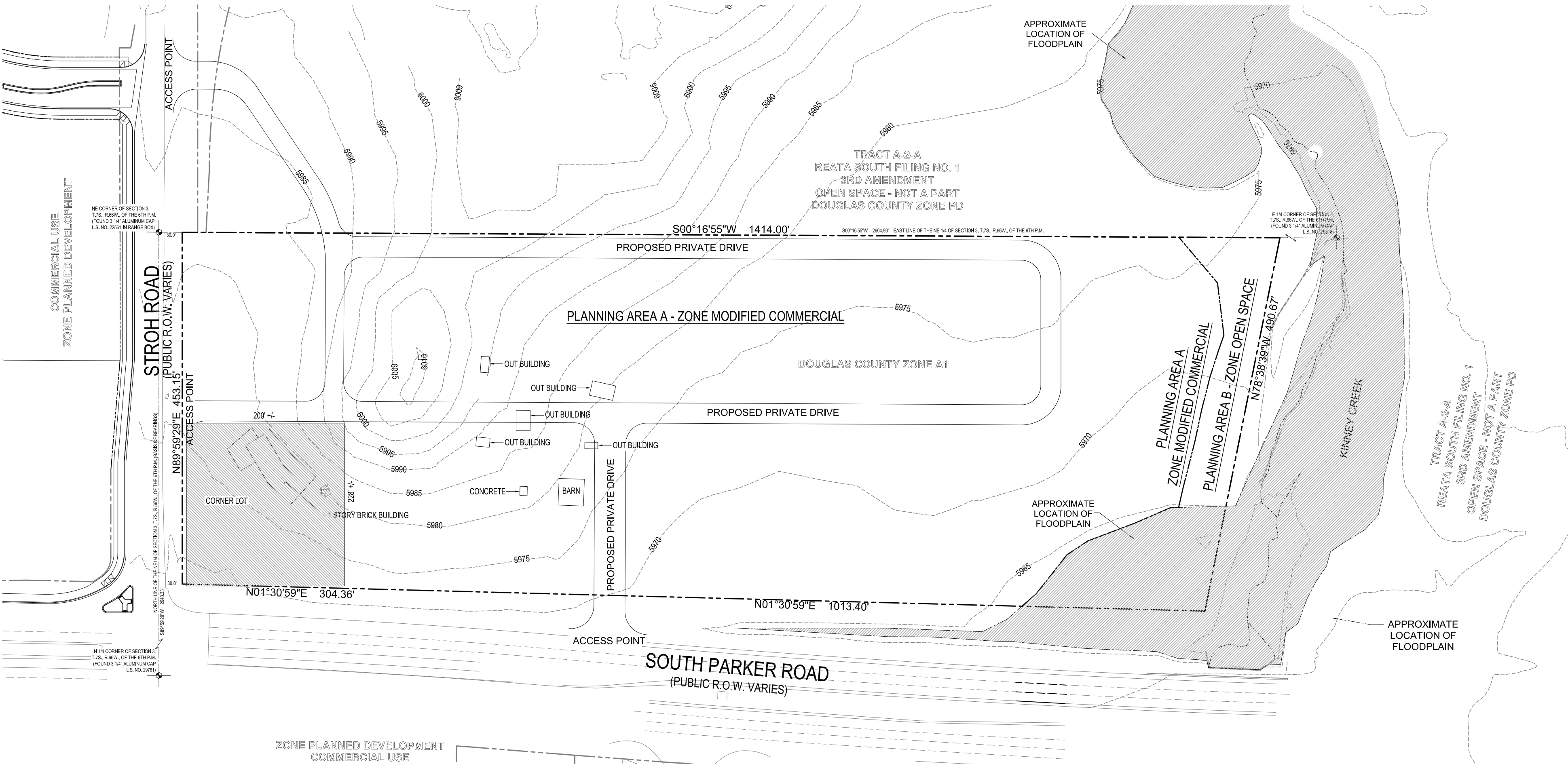
PARCEL CONTAINS (593,692 SQUARE FEET) 13.6293 ACRES

PLANNING AREA B:

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:

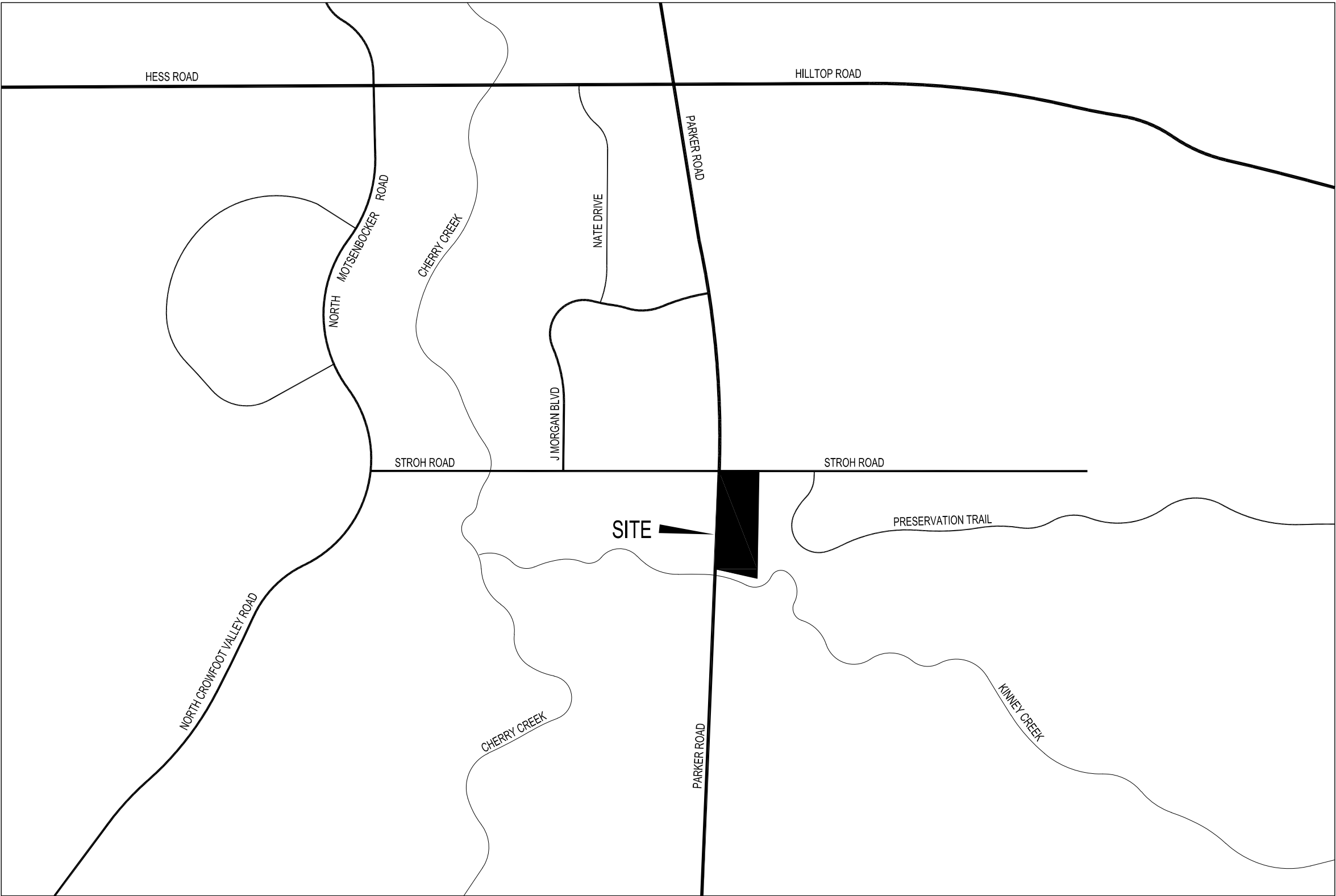
COMMENCING AT THE NE CORNER OF SAID SECTION 3;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD;
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 1283.68 FEET AND THE POINT OF BEGINNING;
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 130.32 FEET;
THENCE N70°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 235.70 FEET;
THENCE S40°53'43"E A DISTANCE OF 24.05 FEET;
THENCE S51°48'15"E A DISTANCE OF 64.39 FEET;
THENCE S33°28'15"E A DISTANCE OF 32.17 FEET;
THENCE S20°50'54"E A DISTANCE OF 66.14 FEET;
THENCE S23°26'16"E A DISTANCE OF 48.27 FEET;
THENCE S01°49'26"E A DISTANCE OF 10.84 FEET;
THENCE S77°21'04"E A DISTANCE OF 24.85 FEET;
THENCE S75°44'12"E A DISTANCE OF 64.84 FEET;
THENCE S78°04'43"E A DISTANCE OF 40.00 FEET;
THENCE S75°42'19"E A DISTANCE OF 42.96 FEET;
THENCE S72°11'51"E A DISTANCE OF 35.55 FEET;
THENCE S70°40'19"E A DISTANCE OF 21.67 FEET;
THENCE N82°59'43"E A DISTANCE OF 67.76 FEET;
THENCE N49°46'58"E A DISTANCE OF 75.08 FEET;
THENCE N47°15'02"E A DISTANCE OF 2.11 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (45,220 SQUARE FEET) 1.0381 ACRES



ZONING MAP EXHIBIT

1 inch = 100 ft.



VICINITY MAP

SCALE: 1" = 500'



SURVEYOR'S CERTIFICATE

I, CHARLES N. BECKSTROM, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY Delineates THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

COLORADO LICENSED PROFESSIONAL
LAND SURVEYOR NO. 33202
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

PLANNING COMMISSION CERTIFICATE

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

COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

BASIS OF BEARING

BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARING S89°59'29"W AND BOUNDED BY A 3-1/4" ALUMINUM CAP STAMPED PLS 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SECTION 3 AND A 3-1/4" ALUMINUM CAP STAMPED PLS 29761 FOUND IN A RANGE BOX AT THE NORTH ONE-QUARTER CORNER OF SECTION 3.

TOWN COUNCIL CERTIFICATE

THIS ZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THIS ____ DAY OF ____, 2018, FOR THE PROPERTY DESCRIBED HEREON. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS ____ DAY OF 2018 A.D., AT ____ AM/PM AND WAS RECORDED AT RECEPTION NO. _____

COUNTY CLERK AND RECORDER

PROPOSED ZONE STANDARDS

DEVELOPMENT SHALL BE SUBJECT TO THE TOWN OF PARKER C-COMMERCIAL DISTRICT (SECTION 13.04.120 OF THE PARKER LAND DEVELOPMENT ORDINANCE AS AMENDED) WITH THE FOLLOWING MODIFICATIONS:

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE ZONE BOUNDARY:
MARIJUANA GROW, PROCESSING, OR SALES
ALL ADULT OR PORNOGRAPHIC BUSINESSES OF ANY TYPE
NEW OR USED AUTO SALES
STANDALONE BARS AS A PRIMARY USE

THE FOLLOWING USES ARE NOT PERMITTED WITHIN THE DESIGNATED HATCHED CORNER LOT:
CAR WASHES, GAS STATIONS, AND RESTAURANTS WITH DRIVE-THRU.

ALL C-COMMERCIAL BULK STANDARDS SHALL APPLY WITH THE FOLLOWING ADDITION:
THE MAXIMUM BUILDING SETBACK FROM THE FOUNDATION OF THE PRIMARY STRUCTURE TO THE PROPERTY LINE ADJACENT TO PARKER ROAD SHALL BE 65'.

THE MAXIMUM BUILDING SETBACK FROM THE FOUNDATION OF THE PRIMARY STRUCTURE TO THE PROPERTY LINE ADJACENT TO STROH ROAD SHALL BE 80'.

BUILDING SETBACKS FROM PROPERTY LINES SHARED WITH KINNEY CREEK ARE REQUIRED TO MEET THE C-COMMERCIAL SETBACK REQUIREMENTS.

PROPOSED ZONING

TOWN OF PARKER - MODIFIED COMMERCIAL
TOWN OF PARKER - OS - OPEN SPACE DISTRICT (SECTION 13.04.165 OF THE PARKER LAND DEVELOPMENT ORDINANCE, AS AMENDED)

PROPOSED UTILITIES

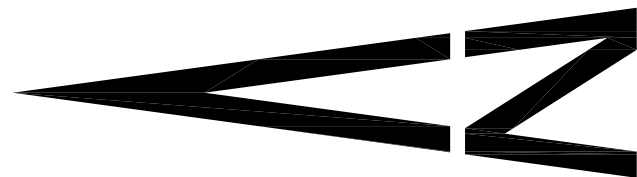
WATER AND SEWER TO BE PROVIDED BY PARKER WATER AND SANITATION DISTRICT

PREPARED BY

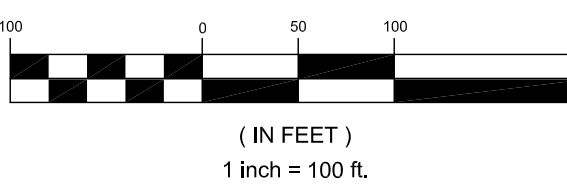
PERCEPTION DESIGN GROUP, INC.
6901 S. PIERCE ST., SUITE #315
LITTLETON, CO 80128
(303) 232-8088
CONTACT: JERRY DAVIDSON

OWNER AND APPLICANT

PARKER & STROH, LLC
975 LINCOLN STREET, SUITE 204
DENVER, CO 80203
(303) 699-3368
CONTACT: DAN YACOVETTA



GRAPHIC SCALE



AUGUST 16, 2018



ANNEXATION AGREEMENT PARKER POINTE PROPERTY

THIS ANNEXATION AGREEMENT (the "Agreement") is voluntarily made and entered into this 20 day of August, 2018, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), Parker Water and Sanitation District (the "District") (only as to Paragraph 3), and Parker and Stroh, LLC, its successors and assigns (the "Property Owner").

RECITALS:

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Douglas, State of Colorado, which Property is described in **Exhibit A**, which is attached hereto and incorporated by this reference.

B. The Property Owner desires to have the Property annexed to the Town.

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

D. Section 110(2) of the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, *et seq.*, authorizes the Town to impose terms and conditions upon the annexation of the Property, which terms and conditions are set forth in their entirety herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town, the District (only as to Paragraph 3), and the Property Owner hereby agree as follows:

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

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon the initial development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements of the Parker Land Development Ordinance and the Parker Municipal Code, as amended.

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

4. Zoning and Development.

a. The Property Owner hereby consents to the Town Council of the Town of Parker adopting Ordinance No. 3.337, Series of 2018, zoning the Property "Modified Commercial" which is attached as **Exhibit B** and incorporated by this reference (the "Development Plan"), contemporaneously with the approval of this Agreement. The Property Owner acknowledges and agrees that the zoning of the Property does not include any approval related to the grading of the Property. The Property Owner further acknowledges and agrees that any grading or development of the Property is subject to the requirements contained within the Parker Municipal Code, as amended.

b. Town Fees. The Property Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property, which cost shall be determined by the Town Planning Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the County Clerk and Recorder. The Property Owner further agrees to pay all impact fees as established by Town ordinance at the time this Agreement is executed and such additional impact fees as may be in effect at the time of development of the Property (as evidenced by plat approval) so long as said additional impact fees are assessed or adopted Townwide, except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any amendment is Townwide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires an open space dedication for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to dedicate Open Space. The Property Owner acknowledges and agrees that the Town may require the dedication of Open Space as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

6. School Mitigation Plan. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a contribution to the Douglas County School District No. RE-1 (the "School District") for school mitigation (the "School Mitigation Fee") for any residential development. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, which does not include any residential uses, then the Property Owner will have no obligation to pay a School Mitigation Fee to the School District. The Property Owner acknowledges and agrees that the Town may require the payment of a School Mitigation Fee, as determined by the School District, as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property.

7. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to annexation, requires a payment of a "Deficit Reduction Fee" to the Town to off-set the impact to the Town's General Fund as the result of the annexation. The Town acknowledges and agrees that if the Property is zoned in the manner described in Paragraph 4 of this Agreement, then the financial impact to the Town will be fiscally neutral, and the Property Owner will not have to pay a Deficit Reduction Fee. The Property Owner further acknowledges and agrees that the Town may impose a deficit reduction fee as a condition to any change in the zoning initiated by the Property Owner, which results in any residential uses on the Property, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time such change in zoning is initiated by the Property Owner, as described herein.

8. Community Identification Sign. The Property Owner and the Town agree that discussions related to a sign easement, free and clear of all liens and encumbrances, adjacent to Tract B of the Parker Pointe Subdivision Filing No. 1, will continue as a part of the Minor Development Plat. The Property Owner acknowledges that should the Town request a sign easement in the general location identified in this Paragraph 8, the Property Owner agrees to grant a sign easement and agrees that the Town may use the sign easement area to install a sign for community identification purposes. The Town will allow the easement area to be credited toward the landscape areas required by Section 13.06.070 of the Parker Municipal Code.

9. Roads Improvements to be Designed, Constructed and/or Paid for by the Property Owner. The Property Owner shall design and construct, at its sole expense, the following road improvements, in accordance with Town standards, except as otherwise provided in this Paragraph:

a. Stroh Road. The Property Owner shall design and construct, at its sole expense, the south half of Stroh Road adjacent to the Property, as a four-lane arterial section, as defined in the Town of Parker Roadway Design and Construction Manual ("Roadway Manual"), including curb, gutter, streetscape, drainage improvements, a detached eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual and the Town approved Traffic Study for the Property, prior to any certificates of occupancy for the Property, temporary or otherwise,. In the event that the Town determines to build south half of Stroh Road adjacent to the property prior to the first final plat for the Property, then in that event the Property Owner shall pay to the Town one hundred percent (100%) of the actual cost to design and construct these improvements, as determined by the Town (which amount shall increase annually commencing on the date on which the improvements are completed and open for use by the public, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index), at the time of such first final plat the Property.

b. Parker Road. The Property Owner shall design and construct, at its sole expense, as determined by the Town, all necessary auxiliary lanes on Parker Road necessary to serve the Property, in accordance with Colorado Department of Transportation criteria and the Roadway Manual, prior to the issuance of any certificates of occupancy for the Property, temporary or otherwise, for the Property.

10. Parker Road Reimbursement. The Property Owner shall pay to Reata Ridge Realty Partners LLC, a Colorado limited liability company, the developer of the Stroh Crossing property, One Hundred Twenty-Seven Thousand and 96/100 Dollars (\$127,000.96) prior to the recordation of the first final plat for the Property, which payment is reimburse Reata Ridge Realty Partners LLC, for its cost to design and construct the northbound deceleration lane on Parker Road adjacent to the Property.

11. Traffic Signals. The Property Owner shall design and construct all modifications to the existing traffic signals and other traffic control improvements necessitated by the development of the Property, prior to the Town's probationary acceptance of the public improvements to be constructed as a part of the first final plat for the Property.

12. The Property Owner shall design and construct all necessary improvements to Kinney Creek, as determined by Douglas County and the Urban Drainage and Flood Control District ("UDFCD"), in accordance with Douglas County and UDFCD criteria. The Property Owner shall obtain design approval from UDFCD prior to the recordation of the first final plat for the Property, and shall construct and cause the improvements to be accepted into the UDFCD's maintenance assistance program prior to the issuance of certificates of occupancy, temporary or otherwise for the Property.

13. Undergrounding IREA Power Lines. The Property Owner shall remove the existing overhead Intermountain Rural Electric Associations ("IREA") power lines located on the Property adjacent to Stroh Road and Parker Road and shall underground those power lines on the Property according to the rules, regulations and standards of IREA, prior to the Town's probationary acceptance of the public improvements to be constructed on the Property as a part of the first final plat for the Property.

14. Tree Preservation. The Property Owner shall preserve the trees on the Property described in **Exhibit C** of this Agreement, which is attached hereto and incorporated by this reference. The Property Owner acknowledges and agrees that any removal of significant trees and vegetation is subject to the Property Owner's compliance with Section 13.10.110 of the Parker Municipal Code, as amended.

15. Land Dedication. The Property Owner, shall either dedicate on a plat or otherwise convey to the Town, as applicable, by special warranty deed, free and clear of all liens and encumbrances, the following real property:

a. Stroh Road. The real property to construct the south half of Stroh Road adjacent to the Property, as a four-lane arterial section, as defined in the Roadway Manual, including curb, gutter, streetscape, drainage improvements, a detached eight-foot (8') sidewalk, and all auxiliary, acceleration, or deceleration lanes, and intersection improvements in accordance with the Roadway Manual and the Town approved Traffic Study for the Property, at the time of the first final plat the Property.

b. Parker Road. The real property to construct all necessary auxiliary lanes on Parker Road necessary to serve the Property, in accordance with Colorado Department

of Transportation criteria and the Roadway Manual, at the time of the first final plat for the Property.

c. Flood Plain/Preble's Jumping Mouse Habitat Dedication. The real property described in **Exhibit D**, which is attached hereto and incorporated by this reference, which is comprised of flood plain and Preble's jumping mouse habitat, at the time of the first final plat for the Property.

16. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by Town ordinances and regulations. The Property Owner shall cause to be created, at the time of the first final plat, a mandatory property owners' association for the purpose of maintaining those areas described in this Agreement.

17. Property Owner. The Property Owner is entering into this Agreement and is undertaking the obligations imposed upon the Property Owner herein in reliance upon the Town's concurrent adoption of the ordinance described in Paragraph 4.a. of this Agreement. Performance of the Property Owner's obligations hereunder is expressly conditioned upon the Town's adoption of the ordinance described in Paragraph 4.a. of this Agreement. If the Town fails to adopt the ordinance described in Paragraph 4.a. of this Agreement, then this Agreement shall not go into effect and the Original Annexation Agreement shall remain in full force and effect.

18. Waiver of Prior Vested Rights. The Property Owner waives any prior vested property rights acquired in Douglas County so long as the Property remains annexed into the Town. The Property Owner acknowledges and agrees that the vesting of property rights in the Town is governed by Section 13.01.110 of the Parker Municipal Code, as amended.

19. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. The Town's remedies under this Agreement include, but are not limited to, the following:

- 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.
- d. Any other remedy available at law.

20. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and

general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

21. Termination. If Ordinance No. 3.337, Series of 2018, is not approved as provided by Paragraph 4.a. of this Agreement, or this Agreement is not approved by the Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to the Property Owner.

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

23. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the effective date of Ordinance No. 3.337 Series of 2018, as described in Paragraph 4.a. of this Agreement.

24. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, their successors and assigns, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person under this Agreement. It is the express intention of the parties that any person other than the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

26. 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.

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

To the Town: Director of Engineering/Public Works
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

To the Property Owner: Parker and Stroh, LLC
Attn: Dan Yacovetta
975 Lincoln Street, Suite 204
Denver, CO 80203

28. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of Ordinance No. 3.337, Series of 2018, as described in Paragraph 4.a. of this Agreement.

29. Recitals. The recitals to this Agreement are incorporated herein by this reference.

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

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

PROPERTY OWNER: PARKER AND
STROH, LLC

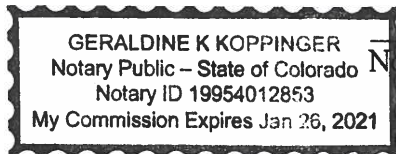
Dan Yacovetta Manager (title)

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 10th day of August, 2018, by Dan Yacovetta, as Manager, of the Parker and Stroh, LLC.

My commission expires: 1/26/2021.

SEAL



Geraldine K. Koppinger
Notary Public

PARKER WATER AND SANITATION
DISTRICT
(AS TO PARAGRAPH #3 ONLY)

By:

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

ATTEST:

Maleia Good
Maleia Good

CONSENT AND SUBORDINATION OF LENDER

Redstone Bank, as the beneficiary of a deed of trust that is secured against the real property described in Exhibit A (the "Property") and recorded on September 12, 2017, at Reception No. 2017061898 of the Douglas County Clerk and Recorder's Office (the "Deed of Trust"), hereby consents to this Annexation Agreement, and agrees and confirms for itself and its successors and assigns that the lien of the Deed of Trust and other rights and interests of the Lender in the Property are subject to and subordinate to this Annexation Agreement. In the event of a foreclosure of the Deed of Trust and the sale of the Property that is the subject to the Deed of Trust pursuant to such foreclosure, the rights of the Town of Parker acquired by virtue of this Annexation Agreement shall not be affected thereby.

REDSTONE BANK

By: _____

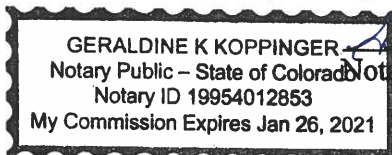
Ryan Johnson, President

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 9th day of August, 2018, by Ryan Johnson, President of Redstone Bank.

My commission expires: 1/26/2021.

SEAL



Geraldine K. Koppinger
Notary Public

EXHIBIT LIST

- Exhibit A Legal Description of the Property
- Exhibit B Modified Commercial Zoning for the Property
- Exhibit C Tree Preservation Plan
- Exhibit D Flood Plain/Preble's Jumping Mouse Habitat Dedication Legal Description

Exhibit A
Legal Description

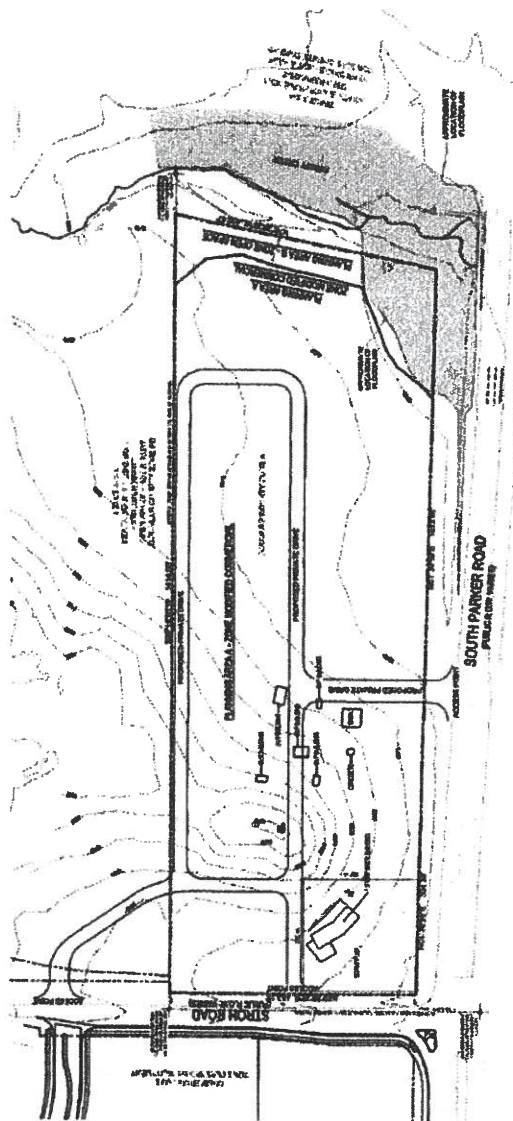
A TRACT OF LAND LOCATED IN SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

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.

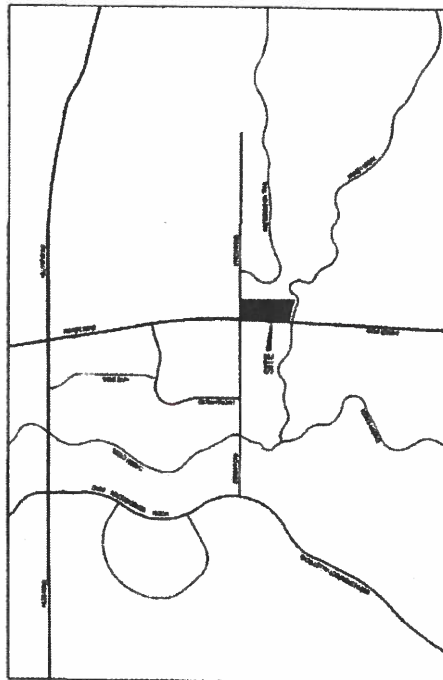
PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES MORE OR LESS

PARKER POINTE

LOTS 1 - 14, PARKER POINTE FILING NO. 1
A PART SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



ZONING MAP EXHIBIT


VICINITY MAP

**NOTE ALL EXISTING STRUCTURES
ARE TO BE REMOVED**

LEGAL DESCRIPTION

[illegible]

PROPOSED ZONE STANDARDS

THE UNIVERSITY OF CHICAGO PRESS
530 N. Dearborn St., Chicago, IL 60610
Tel: 773/707-3000 Fax: 773/707-0838
www.uchicago.edu

THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
OF GREAT BRITAIN AND IRELAND
VOLUME 100, PART 1, 2000

IN CONNECTION WITH THE INVESTIGATION, THE FBI HAS BEEN ADVISED THAT THE INDIVIDUALS WHOSE NAMES ARE LISTED ABOVE ARE CURRENTLY UNDER THE CLOSE PERSONAL SUPERVISION OF THE FBI. THE FBI IS CURRENTLY CONDUCTING AN INVESTIGATION OF THE ACTS OF VIOLENCE COMMITTED BY THESE INDIVIDUALS AND IS CURRENTLY CONSIDERING THE APPROPRIATE ACTION TO BE TAKEN.

PROPOSED ZONING

**HOUSE OF SALES - SECURED CREDIT
HOUSE OF PARENTS - OPEN SPACE**

PROPOSED UTILITIES

For more information, call 1-800-368-2746.

PREPARED BY

WILLIS TOWERS WATSON GROUP, INC.
ONE S. PINCH ST., SUITE 1010
ATLANTA, GA 30334
(404) 522-4000
CONTACT: GARY CHAPMAN

OWNER AND APPLICANT

FRANCIS & STEVEN LLC
1000 LOCKER STREET, SUITE 800
CHICAGO, IL 60603
312 467-2000
CONTACT@FRANCISSTEVEN.COM



MAY 25, 2018



Perception
Design Group, Inc.

Consulting Civil Engineers
10000 15th Avenue, Colorado 80121
303-751-1000

Exhibit D

Floodplain and Preble's Jumping Mouse Legal Description

TRACTS A AND B OF THE PARKER POINTE SUBDIVISION FILING NO. 1



Request for Town Council Action

Date: August 20, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **KIME RANCH - Annexation (To be Continued to a Date Uncertain)**

Applicant: Shannon Robbins, Brookfield
Residential

Location: Generally Located at the Northwest of
the Sunset Ridge Neighborhood in the
Vicinity of Crestone Needles Drive

Department: Community Development, Paul
Workman

TRAKit No.: ANX17-007

- (1) **ORDINANCE NO. 2.263**
**A Bill for an Ordinance Approving and Accomplishing
the Annexation of Contiguous Unincorporated
Territory Known as the Kime Ranch Property in
Douglas County**

EXECUTIVE SUMMARY

The owners of the subject property, the Elisabeth M. L. Kime Living Trust and the Reibolt Family Trust, submitted an Annexation Petition to annex their land into the Town of Parker. On December 11, 2017, Town Council approved Resolution 17-059 which set the public hearing date to determine the subject property's eligibility for annexation. On February 5, 2018, Town Council, following a public hearing, approved Resolution 18-013 which determined that the subject property met the eligibility requirements for annexation and set a public hearing date of August 20, 2018 in order to hear and decide the annexation request.

Since Town Council's action in February of 2018 the applicant has worked with Town staff to address items that have been identified during the development review process. The applicant and Town staff continue to work on these items, but additional review is necessary before the public hearing can be held.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The proposed annexation is part of a larger residential development proposal that incorporates all of the Kime Ranch property that is within the Town of Parker located north of the intersection of East Mainstreet and Willow Park Drive. Overall, the proposed residential development would consist of 52 acres and 160 lots for detached single-family homes with parks and open space.

The subject property is currently located in unincorporated Douglas County but is contiguous to the Town of Parker within the Town's Urban Growth Boundary. The site is approximately 17 acres in size and is planned for medium density single-family residential use according to the Parker 2035 Master Plan. The proposal is therefore consistent with the Master Plan.

The applicant has requested a continuance of the public hearing to a date uncertain in order to complete the development review process.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

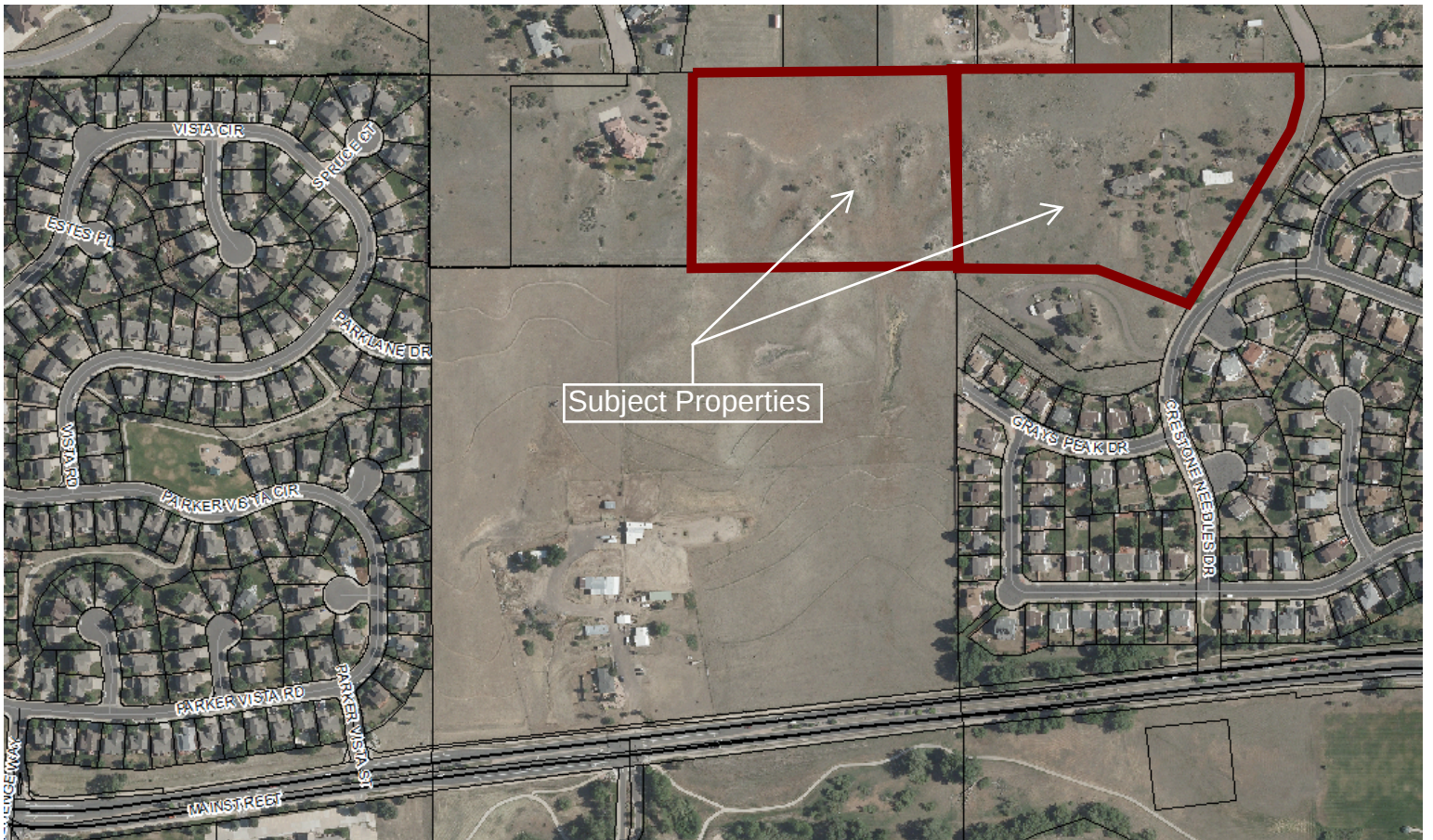
ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 2.263

RECOMMENDED MOTION

I move to continue Ordinance No. 2.263, to a date uncertain.

Vicinity Map



ORDINANCE NO. 2.263, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE KIME RANCH PROPERTY IN DOUGLAS COUNTY

WHEREAS, pursuant to the laws of the State of Colorado, there was presented to and filed with the Town Council of the Town of Parker, Colorado, written petition(s) for annexation to and by the Town of Parker, Colorado, of that property described in attached **Exhibit A** (the "Property"), being contiguous unincorporated territory situated, lying, and being in the County of Douglas, State of Colorado;

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

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

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

Section 1. The annexation by and to the Town of Parker, State of Colorado, of the Property, situated, lying, and being in the County of Douglas, State of Colorado, meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved.

Section 2. More than fifty percent (50%) of the owner(s) of more than fifty percent (50%) of the Property have petitioned for annexation.

Section 3. Rezoning of the Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker (the "Charter").

Section 4. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker, except general taxation, which shall be effective on and after January 1 of the next succeeding year following the passage of this Annexation Ordinance.

Section 5. The Town Council hereby approves the Annexation Agreement that is attached hereto as **Exhibit B**, and incorporated by this reference, and authorizes the execution of the Annexation Agreement by the Mayor and Town Clerk.

Section 6. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Property, the Property is hereby annexed to the Town of Parker, Colorado.

Section 7. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 8. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 9. The Town Clerk shall file two certified copies of the Annexation Ordinance and two certified copies of the Annexation Map for the Property with the Clerk and Recorder of the County of Douglas, State of Colorado, for such Clerk and Recorder's filing with the Division of Local Governments of the Department of Local Affairs and the Department of Revenue.

Section 10. 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 11. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: August 20, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR MAINSTREET PIER, LLC**

Department: **Economic Development, Matt Carlson**

EXECUTIVE SUMMARY

The owners of Twenty Mile Village Hotel, Mainstreet Pier, L.L.C. have filed an application with the Town to participate in the Town of Parker Tax and Fee Assistance Program (TAP), pursuant to Parker Municipal Code 4.02. The planned development will consist of a four-story and 51,000-squarefoot independent boutique hotel with ground floor retail for 4 to 6 retail tenants on 1.7 acres.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Mainstreet Pier L.L.C., is a Parker based hospitality company that is proposing the development of a 4-story and 51,000-square foot commercial building that will incorporate a 51 room independent boutique hotel. The planned development is located on a 1.7 acre site facing Mainstreet between Parker Road and Twenty Mile Road in front of (south) the existing AMC movie theater. The hotel will also provide for approximately 14,000 square feet of commercial space including four restaurants and several retailers.

The planned hotel represents a significant investment in the Town of Parker and our Downtown area. The hotel involves a total capital investment of approximately \$19 million with an estimated core and shell valuation of approximately \$14 million. The annual sales are projected to be \$10 million per year and generate \$3.7 million in retail sales and lodging tax over 10 years. The business estimates employment of approximately 50 full-time positions with salaries that range from \$36,000 to \$120,000 when fully operational. The planned restaurant and retail operations will result in approximately 150 additional part-time and full-time jobs.

The Twenty Mile Village Hotel project meets the following goals of the Town's TAP Program:

- Creates new jobs
- Creates new sales tax
- Contributes to the diversity of jobs and employment opportunities
- Increases retail diversity
- Development (redevelopment) within a defined Urban Renewal Area
- The enhancement of a vibrant and unique downtown

The applicant has started initial construction activities with project completion in 2019.

FINANCIAL IMPACT

The planned hotel is expected to be revenue positive to the Town of Parker.

A proposed TAP agreement with Mainstreet Pier, LLC would include:

1. a rebate of 50% of building permit fees and construction use taxes;
2. a rebate of 50% of sales tax generated from all sources within the development excluding the parks and recreation component of the retail sales tax and lodging taxes for a term not to exceed 5 years; and
3. the maximum rebate of fees and taxes shall not exceed \$400,000

The combined annual sales projections for year one is estimated to be \$9.2 million and should rise to \$10.3 million by the end of year five upon stabilization.

The project financial information may be summarized as follows:

- Total Project Cost: \$18,950,000
- Core and Shell Estimate: \$14,400,000
- Combined Revenues (five years stabilized): \$49,300,000

The anticipated Town revenues over the life of the Agreement are:

- Parker Sales Tax (Parks & Recreation): \$246,000
- Parker Sales Tax (General Fund): \$1,200,000
- Parker Lodging Tax: \$400,000

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Tax and Fee Assistance Program Agreement - Mainstreet Pier, LLC

RECOMMENDED MOTION

I move to approve the Tax and Fee Program Assistance Agreement for Mainstreet Pier, LLC.

**TAX AND FEE ASSISTANCE PROGRAM AGREEMENT
FOR MAINSTREET PIER, LLC**

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, by and between Mainstreet Pier, LLC, a Colorado limited liability company (the "Owner"), and the Town of Parker, Colorado (the "Town").

RECITALS:

A. The Town adopted Chapter 4.2 of the Parker Municipal Code, entitled TAX AND FEE ASSISTANCE PROGRAM (collectively referred to as the "Ordinance" or the "TAP Program"), to encourage recruitment, retention, establishment and/or expansion of retail sales tax-generating businesses within the Town, thereby stimulating the economy of and 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, thus further increasing the sales taxes and fees collected by the Town.

B. The Owner desires to participate in the TAP Program and to share in the enhanced sales tax derived from the new business described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "New Business"), which is generally located at the vacant parcel in the center of Twenty Mile Village on Mainstreet between Dransfeldt and Twenty Mile Roads and more particularly described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "Property"), for the installation of the public or public-related improvements described in **Exhibit C**, which is attached hereto and incorporated by this referenced (the "Improvements"), to the extent allowed in this Agreement.

C. The Owner shall be deemed the record owner of the real property upon which the New Business is operated and is solely entitled to reimbursement provided for herein for purposes of this Agreement, whether or not the Owner owns all or any portion of the real property upon which the New Business is operated at the relevant time, since the Owner is responsible for the installation of the Improvements.

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:

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 September 1, 2020 (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 **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.

b. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the issuance of the Town's written authorization for the New Business to operate on the Property and shall terminate one (1) year from the date in which the Town issues the written authorization for the New Business to operate on the Property; provided, however, that, subject to the terms of the next succeeding sentence, this Agreement shall automatically renew for additional one-year terms. The term of this Agreement may be renewed by up to four (4) one-year terms. This Agreement shall automatically renew for each additional one-year term, provided, however, amounts shall not be paid to the Owner in any year for which the Town has not appropriated sufficient funds for payment in such year, or the Town has disbursed the maximum amount, as provided in Paragraph 2.d. of this Agreement.

2. Qualification of Property for the TAP Program. The Town agrees that the New Business qualifies for the TAP Program and the Improvements are improvements for public and/or public-related purposes that will enhance the competitive position of the Town within the Denver metropolitan area market place. The following provisions shall apply for each year in which this Agreement is in effect for the New Business located on the Property:

a. Fifty percent (50%) of the "Enhanced Sales Taxes," as defined in the Ordinance, collected by the Town and derived from the New Business located on the Property, excluding the half percent (0.5%) Town sales tax described in Section 4.02.080(b) of the Parker Municipal Code ("Parks and Recreation Sales Tax"), shall be segregated by the Town Finance Director to be utilized for this Agreement.

b. In determining the amount of "Enhanced Sales Taxes," the "base amount" as defined in the Ordinance and agreed to by the Town and the Owner shall be Six Thousand Six Hundred Dollars (\$6,600.00) in the first year and Sixteen Thousand Eight Hundred Dollars (\$16,800.00) in the four (4) remaining one-year terms (excluding the Parks and Recreation Sales Tax), which amount represents the good faith determination by the Owner and the Town of the amount of sales tax that would be generated without assistance from the Town.

c. The Owner shall share in the Enhanced Sales Taxes derived from the New Business located on the Property in the amount of fifty percent (50%) of the Enhanced Sales Taxes, excluding the Parks and Recreation Sales Tax, for the five (5) one-year terms of the Agreement. The Owner shall also share in building permit fees, which include plan check fees, and construction use taxes collected by the Town (the "Fee Repayment") during the construction permitting process for the initial construction of the New Business on the Property. The amount of the Fee Repayment shall be fifty percent (50%) of the building permit fees, which include plan check fees, and construction use taxes collected by the Town, excluding the Douglas County use tax and the half percent (0.5%) Town use tax described in Section 4.02.080(b) of the Parker Municipal Code. The Fee Repayment shall be used for reimbursement of the Improvements, as described herein. The Fee Repayment shall, together with the Enhanced Sales Tax, be used for reimbursement of the Improvements, as described in Paragraph 2.d. of this Agreement.

d. The Enhanced Sales Taxes from the New Business located on the Property shall be shared and the Owner's share thereof shall be disbursed on a quarterly basis commencing on the date specified in Paragraph 1.b. of this Agreement for reimbursement of the cost of Improvements described in Exhibit C. The Fee Repayment will be paid to the Owner upon the construction and

installation of the Improvements or the issuance of the certificate of occupancy for the New Business, whichever occurs last. The maximum period of time that this Agreement shall be in effect is five (5) years (commencing on the issuance of the Town's written authorization for the New Business to operate on the Property as described in Paragraph 1.b.) or until the maximum sum of Four Hundred Thousand Dollars (\$400,000.00) derived from (i) Enhanced Sales Taxes defined herein and (ii) the Fee Repayment defined herein have been paid to Owner for reimbursement for the Improvements, whichever occurs first, at which time this Agreement shall terminate. It is expressly understood by the parties that this Agreement will terminate as provided in Paragraph 1.b. of this Agreement or upon the occurrence of the earlier to be reached of the maximum time as provided in the preceding sentence (whether or not the maximum amount to be shared has been reached) or disbursement of the maximum amount to be shared as provided in the preceding sentence (whether or not the maximum time set forth has expired).

e. The base amount for Enhanced Sales Taxes is divided into twelve (12) monthly increments by agreement of the Owner and the Town as shown on **Exhibit E**, which is attached hereto and incorporated by this reference. In the event the sales taxes received from the Property do not at least equal the monthly base amount for any month, there shall be no sharing of funds for that month and no increment shall be shared until the cumulative sales taxes received from the Property for the applicable twelve-month cycle exceed the cumulative base amount for such period.

f. This Agreement is a personal agreement between the Town and the Owner which does not run with the land and shall not be recorded against the Property. Further, this Agreement shall never constitute a debt or obligation of the Town within any constitutional or statutory provision.

g. Any Enhanced Sales Taxes subject to this Agreement shall be escrowed in the event there is a legal challenge to the TAP Program or the approval of this Agreement.

h. The obligations, benefits and/or the provisions of this Agreement may not be assigned in whole or in part without the express authorization of the Parker Town Council and no third party shall be entitled to rely upon or enforce any provisions hereon.

i. At the end of the term of this Agreement as provided for herein, any monies segregated by the Town Finance Director which have not been expended as hereunder provided may be transferred to another account of the Town or used in any manner determined by the Town in its sole discretion, excluding any amounts escrowed pursuant to Paragraph 2.g. of this Agreement.

j. From the Enhanced Sales Taxes proceeds segregated by the Town Finance Director, the Town shall pay the Owner upon satisfaction of the obligations related to the Improvements, as described in Exhibit C of this Agreement. The Owner shall provide documentation acceptable to the Town to establish that the obligations described in Exhibit C have been satisfied.

3. Nonappropriations/Multi-Fiscal Year Obligations. Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of

sufficient funds to pay Enhanced Sales Taxes as provided by this Agreement. In the event that appropriation of sufficient funds is not made in any year, resulting in the inability of the Town to pay Enhanced Sales Taxes hereunder, the Town shall not be obligated to make payment of the nonappropriated amounts in such year.

4. Subordination. Notwithstanding anything in this Agreement to the contrary, the Owner shall have no right, claim, lien, or priority in or to the Town's sales tax or use tax revenue superior to or on parity with the rights, claims, or liens of the holders of any sales tax or use tax revenue bonds, notes, certificates, or debentures payable from or secured by any sales taxes or use taxes, existing or hereafter issued by the Town, and that all rights of the Owner are, and at all times shall be, subordinate and inferior to the rights, claims, and liens of the holders of any and all such sales tax or use tax revenue bonds, certificates of participation, notes, certificates, or debentures, issued by the Town and payable from or secured by any sales taxes.

5. Condition Precedent to be Satisfied. The Condition Precedent to be satisfied on or before the Condition Deadline is the issuance of the Town's written authorization for the New Business to operate on the Property, on or before September 1, 2020. In the event that the Condition Precedent has not been satisfied and the Certificate of Compliance has not been executed by the parties on or before the Condition Deadline, then this Agreement shall automatically terminate and any action or approval undertaken by either party to this Agreement to satisfy any Condition Precedent shall be null and void and of no force or effect. Upon the execution of the Certificate of Compliance by the parties hereto, the Town and Owner shall satisfy the terms and conditions contained in this Agreement.

6. Remedies. The Owner waives any constitutional claims against the Town arising out of a breach of this Agreement. The Owner's remedies against the Town under this Agreement are limited to breach of contract claims.

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

9. 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.

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

Notice to the Town: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, Colorado 80138

Notice to the Owner: Mainstreet Pier, LLC
19284 Cottonwood Drive
Suite 203
Parker, Colorado 80138

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

12. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the day and year first above written.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

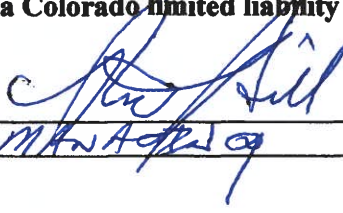
ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

PROPERTY OWNER: MAINSTREET PIER,
LLC, a Colorado limited liability company

By: , Manager

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 13 day of August, 2018, by Rick Allen Hill, as Manager of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: February 24, 2022

SEAL


Notary Public

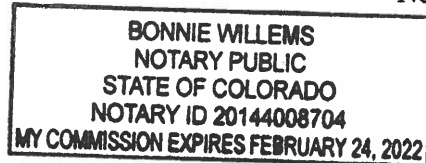


EXHIBIT LIST

- | | |
|-----------|-----------------------------------|
| Exhibit A | New Business Defined |
| Exhibit B | Legal Description of the Property |
| Exhibit C | Improvements |
| Exhibit D | Certificate of Compliance |
| Exhibit E | Base Amount |

EXHIBIT A

NEW BUSINESS DEFINED

Mainstreet Pier, LLC, will construct a four-story boutique hotel consisting of approximately 50,000 sq. ft. The hotel will have 50 rooms and there will be approximately 11,000 sq. ft. of retail/restaurant space. The total project cost for this project exceeds \$19 Million Dollars. Construction efforts are anticipated to begin in 2018.

The combined hotel/restaurant operations will employ more than 100 individuals when fully operational.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Lot 31A, Block 1, Twenty Mile Village Filing No. 2, 11th Amendment, Town of Parker, County of Douglas, State of Colorado

EXHIBIT C

IMPROVEMENTS

The Improvements, which are public or public-related and eligible under the "Tax and Fee Assistance Program Agreement," include:

- Enhancement of a vibrant and unique downtown
- Creation of new sales tax
- Contribution to the diversity of jobs and employment opportunities
- Representation of retail diversity

EXHIBIT D

CERTIFICATE OF COMPLIANCE

IT IS HEREBY CERTIFIED by the undersigned authorized representatives of the Town of Parker and Mainstreet Pier, LLC, in connection with that certain Tax and Fee Assistance Program Agreement for the Twenty Mile Village Hotel, dated _____, 2018 (the "Agreement"), that:

The Condition Precedent described in Paragraph 5 of the Agreement was fully satisfied on or before September 1, 2020.

IN WITNESS WHEREOF, the parties sign this Certificate of Compliance this ____ day of _____, 20__.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

**PROPERTY OWNER: MAINSTREET PIER,
LLC, a Colorado limited liability company**

By: _____
_____, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as Manager of Mainstreet Pier, LLC, a Colorado limited liability company.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT E

BASE AMOUNT

YEAR 1

Month #1	\$ 550.00
Month #2	\$ 550.00
Month #3	\$ 550.00
Month #4	\$ 550.00
Month #5	\$ 550.00
Month #6	\$ 550.00
Month #7	\$ 550.00
Month #8	\$ 550.00
Month #9	\$ 550.00
Month #10	\$ 550.00
Month #11	\$ 550.00
Month #12	<u>\$ 550.00</u>
Total Annual Base	\$ 6,600.00

YEARS 2 THROUGH 5

Month #1	\$ 1,400.00
Month #2	\$ 1,400.00
Month #3	\$ 1,400.00
Month #4	\$ 1,400.00
Month #5	\$ 1,400.00
Month #6	\$ 1,400.00
Month #7	\$ 1,400.00
Month #8	\$ 1,400.00
Month #9	\$ 1,400.00
Month #10	\$ 1,400.00
Month #11	\$ 1,400.00
Month #12	<u>\$ 1,400.00</u>
Total Annual Base	\$ 16,800.00



Request for Town Council Action

Date: August 20, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.147.6 - Second Reading**
A Bill for an Ordinance to Amend Sections 13.02.010,
13.06.070 and 13.07.030 of the Parker Municipal Code
Concerning Residential Roadway Buffer Standards

Department: **Community Development, Carolyn Parkinson**
Community Development, Bryce Matthews

EXECUTIVE SUMMARY

The Town of Parker has experienced substantial growth and development over the past few years including single-family housing. Much of this residential development has occurred on challenging in-fill sites, with remaining filings located within larger master planned neighborhoods. The design quality of these projects has become a concern because new residential development is being squeezed onto smaller lots and pushed closer to major roads in response to economic pressures such as increased land and construction costs.

In response, the Town has identified the problem of inadequate residential roadway buffers or adequate space between residential lots and major roads as an issue to be addressed. The Town's Land Development Ordinance (LDO) currently lacks any standards that address the requirement for and design of residential buffers with new housing development. The Community Development Department has spent the past two years analyzing the issue, consulting with residential developers, preparing standards and testing them to ensure technical feasibility.

In summary, the proposed LDO amendment would establish a standard for residential roadway buffers where none currently exists. The amendment will require applicants for new single-family detached and attached residential development to incorporate a landscaped buffer

between the back of residential lots and adjacent major roads designed as arterials and collectors. This new standard will respond to the Town's concerns about the quality of new residential development, ensure an appropriate buffer between major roads and residential lots, mitigate nuisance impacts such as noise, promote a desirable visual environment along public rights-of-way and preserve community character including quality of life.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The LDO currently lacks a standard to address the problem of new single-family residential development being pushed closer to major roads through the subdivision design process. The proposed LDO amendment will establish a new residential roadway buffer standard for the area between new single-family residential lots and major roads by requiring a transitional area of certain dimension with landscaping and provision for water efficient xeriscaping. The proposal will have the following public benefits:

1. Improve the design quality of new residential development;
2. Create a consistent standard for residential roadway buffers that promotes a predictable development review process;
3. Balance public and private comments through consultation with the Town Council and outreach to residential developers;
4. Preserve residential quality of life through mitigation of nuisance impacts such as noise and glare;
5. Promote a desirable visual environment along public rights-of-way and prevent "fence canyons" along arterial and collector roads; and
6. Preserve community character through appropriate buffers between new residential development and major roads.

The Community Development Department drafted the original residential roadway buffer standards in 2017 with a required minimum buffer equal to one-half of right-of-way width on each side of a major road. This draft standard was tabled after consultation with the Town Council and discussion with residential developers. Their concerns included potential impacts upon total lot yield, increased water costs, maintenance obligations for landscaping and the need for flexibility in subdivision design. Staff agreed that these were important issues and committed to further analysis and discussion.

During the past year, Community Development staff has done additional research, consulted with the Parker Water and Sanitation District, obtained input from an irrigation specialist and utilized our on-call landscape architect to further review design issues. Staff also conducted three additional meetings with the Developer Liaison Committee (DLC) to seek input from local residential developers and better understand their concerns. The effort has been productive and has resulted in an improved proposal for residential roadway buffer standards that is more flexible and balances the public purpose with private development concerns.

As a result of the above-referenced effort, the proposed residential roadway buffer standards have been revised as follows:

1. The proposed buffer standards have been revised to reduce the minimum buffer width on each side of a major road to better reflect the built condition in Town including established residential neighborhoods such as Canterbury Crossing, Clarke Farms and Stroh Ranch.
2. The landscape requirements in the buffer area have been revised to encourage a balance of ornamental and native landscaping with increased opportunity for the use of inorganic, native and xeriscape design. This would enable residential developers to reduce water tap fees, increase water conservation and better manage future maintenance costs while still providing a visually attractive buffer.
3. The buffer standards have been revised to permit the limited reallocation of the required buffer area if there are topographic constraints and/or it promotes an improved design. This provision allow for flexibility in subdivision design which staff and residential developers believe is important.

The proposed residential buffer widths are shown below:

Schedule 13.07.030A

Residential Roadway Buffer Standards

<u>Road Classification (Curb to Curb); extent of full ROW</u>	<u>Minimum Residential Roadway Buffer</u>
Six Lane roadway, Principal Arterial and Parker Road	35-feet minimum
Four Lane Roadway, Arterial and Major Collector	30-feet minimum
Two Lane Roadway, All other Collectors	25-feet minimum

The proposed residential roadway buffer standards are consistent with the Parker 2035 Master Plan. At Chapter 7, Community Appearance and Design, the Master Plan states that "Our community will continue to enhance its sense of place and pride through the refinement, development and support of programs and policies which result in the highest possible standards of design in the built environment." The specific goals in this Chapter include an emphasis on well-planned streets and walkways that maintain a safe and attractive public space.

The proposed LDO amendment was unanimously recommended for approval by the Planning Commission at a public hearing on July 26, 2018.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Planning Commission Staff Report
2. Ordinance No. 3.147.6
3. Residential Roadway Buffer Comparison slides

RECOMMENDED MOTION

I move to approve Ordinance No. 3.147.6 on second reading.



Planning Commission Staff Report

Planning Commission Date: 7/26/2018

Town Council Date: 8/20/2018

Hearing Type: **Public Hearing**
ORDINANCE NO. 3.147.6 - A Bill for an Ordinance to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards

Location: **Townwide**

Project Planner: **Carolyn Parkinson, Planner**

Applicant: **Town of Parker**

Executive Summary: The proposed Land Development Ordinance (LDO) amendment would require new single-family and duplex residential development to provide a landscaped buffer between the back of residential lots and the adjacent right-of-way (ROW) for all arterial and collector roadways.

Staff Recommendation: **Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve Ordinance No. 3.147.6 to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards."

ALTERNATIVE MOTIONS

"I move that the Planning Commission recommend that Town Council approve Ordinance No. 3.147.6 to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards, subject to the following conditions:"

-List conditions (either by staff or Planning Commission)

"I move that the Planning Commission recommend that Town Council deny Ordinance No. 3.147.6 to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards as the request does not meet the following approval criteria:"

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

“I move that the Planning Commission vote to continue Ordinance No. 3.147.6 to Amend Sections 13.02.010, 13.06.070 and 13.07.030 of the Parker Municipal Code Concerning Residential Roadway Buffering Standards to a future date.

I. BACKGROUND/DISCUSSION

The Parker Land Development Ordinance (LDO) currently lacks a requirement for new single-family and duplex residential development to incorporate landscaped buffers between residential lots and arterial and collector roadways. This proposed LDO amendment for residential roadway buffers was developed in order to:

- Prevent the creation of ‘fence canyons’ along arterial and collector roadways;
- Reduce nuisance impacts such as noise, dust and vibration from major roadways;
- Preserve our community character, and
- Promote high-quality subdivision design.

The original amendment was scheduled for public hearing in February of 2017. The development community had concerns regarding potential impacts on total lot yield, water costs and ongoing landscaping maintenance for homeowners’ associations. This prompted the Town to continue the hearing to a date uncertain to allow for additional input and analysis.

During the intervening time frame, staff has conducted three meetings with the Development Liaison Committee (DLC) to coordinate and better understand concerns from the development community. The DLC is comprised of property owners, professional developers and developer representatives, engineers and consulting planner representatives that have been invited to provide expertise and advice regarding the possible impacts of development code changes to future development. Town staff also consulted with a landscape architecture and planning firm and an irrigation specialist to analyze the concerns and revise the proposed amendment to better address these concerns.

As a result of the analysis and conversations with the DLC the Town has structured the proposed residential roadway buffers amendment as follows:

- Residential roadway buffer standards are based on a staff analysis of existing buffer widths in Town.
- Landscape requirements in the buffer area have been revised to encourage a linear design that can reduce water tap fees, increase water conservation and lower on-going maintenance costs for the Homeowners’ Association while still providing screening and a visual buffer between homes and the roadway.
- The proposed amendment allows for the limited reallocation of the required residential roadway buffer area subject to the approval of the Planning Director. This reallocation allows for flexibility in design to respond to existing topography and other site specific constraints. Reallocation can also result in an improved subdivision design.

The recommended buffer widths are shown in Schedule 13.7.030A below:

Schedule 13.07.030A

Residential Roadway Buffer Standards

Road Classification (Curb to Curb); extent of full ROW	Minimum Residential Roadway Buffer *Measured from ROW (Existing or proposed) to nearest rear residential lot line * Minimum buffer does not include ROW
Six Lane Roadway, Principal Arterial and Parker Road	35-feet minimum
Four Lane Roadway, Arterial and Major Collector	30-feet minimum
Two Lane Roadway, All other Collectors	25-feet minimum

II. PRIOR ACTIONS

Date	Action
	None

III. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
2035 Master Plan	Choose an item. ☒ Consistent ☐ Inconsistent
Consistent Goals/Strategies	<u>Community Appearance and Design 1</u> <u>Community Appearance and Design 1.C</u>
Inconsistent Goals/Strategies	None
Staff Analysis	The Town of Parker 2035 Master Plan, Chapter 7 (Community Appearance and Design) states that ‘Our community will continue to enhance its sense of place and pride through the refinement, development and support of programs and policies which result in the highest possible standards of design in the built environment’. Specific goals in this chapter include an emphasis on well planned streets and walkways that maintain a safe and attractive public space. The proposed residential roadway buffer standards are consistent with these goals and the Town 2035 Master Plan.

IV. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
On November 22, 2017 the proposed amendments were presented at the bi-monthly Parker Coordinating Team Meeting. This meeting included Town departments, utility and other service providers. Staff invited comments from all agencies and departments. Below are the condensed versions of referral responses received from affected agencies:	
Parker Engineering	Engineering provided several comments to improve the clarity of the document. These comments have been incorporated into the proposed amendment.

V. CONCLUSION

The proposed amendment to the LDO will:

- Require buffer widths that are reflective of the existing high quality subdivisions in our community;
- Continue to allow for flexibility in subdivision design to respond to topography, parcel shape and other constraints; and
- Update landscaping regulations to allow for flexibility in design within these buffer areas that may reduce water and long term maintenance related costs for the development while still providing screening and visual buffering.

These proposed roadway buffer design standards will ensure quality and consistency in the design of our residential subdivisions and maintain a safe and attractive public space as provided for in the Towns Master Plan. Staff recommends approval of the proposed LDO amendment.

VI. ATTACHMENTS

1. Ordinance No. 3.147.6

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

ORDINANCE NO. 3.147.6, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.02.010, 13.06.070 AND 13.07.030 OF THE PARKER MUNICIPAL CODE CONCERNING RESIDENTIAL ROADWAY BUFFER STANDARDS

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

Section 1. Section 13.02.010 of the Parker Municipal Code is amended by the addition of the definition for *residential roadway buffer* to read as follows:

Buffer, residential roadway means a strip of land to separate the rear or side property line of residential lots from the adjacent right-of-way for arterial and collector roadways and to screen from objectionable noise, smoke or visual impact.

Section 2. Section 13.06.070, Subsections (c) and (l)(5), of the Parker Municipal Code are amended, and Section 13.06.070 is also amended by the addition thereto of a new Subsection (n), to read as follows:

13.06.070 Landscape regulations.

* * *

(c) Types of landscaping required. ~~Five (5)~~ **Six (6)** types of landscaping may be required for each developed parcel:

- (1) Streetscape landscaping;
- (2) Parking lot perimeter landscaping;
- (3) Parking lot interior landscaping;
- (4) Site perimeter landscaping; and
- (5) Additional areas to be landscaped.

(6) Residential roadway buffer for single-family and duplexes, according to Paragraph 13.07.030(3) of this Code.

* * *

- (l) Minimum site landscaping standards.

* * *

(5) In all required landscaped areas, except within public rights-of-way **and residential roadway buffers**, one (1) tree and five (5) shrubs shall be planted for each one thousand five hundred (1,500) square feet of lot area not covered by a building or required parking.

* * *

(n) Residential roadway buffer landscaping.

(1) These standards shall apply to all residential subdivisions adjacent to highway, arterial and collector roadways. For additional information on residential buffer standards, see Section 13.07.030 of this Code.

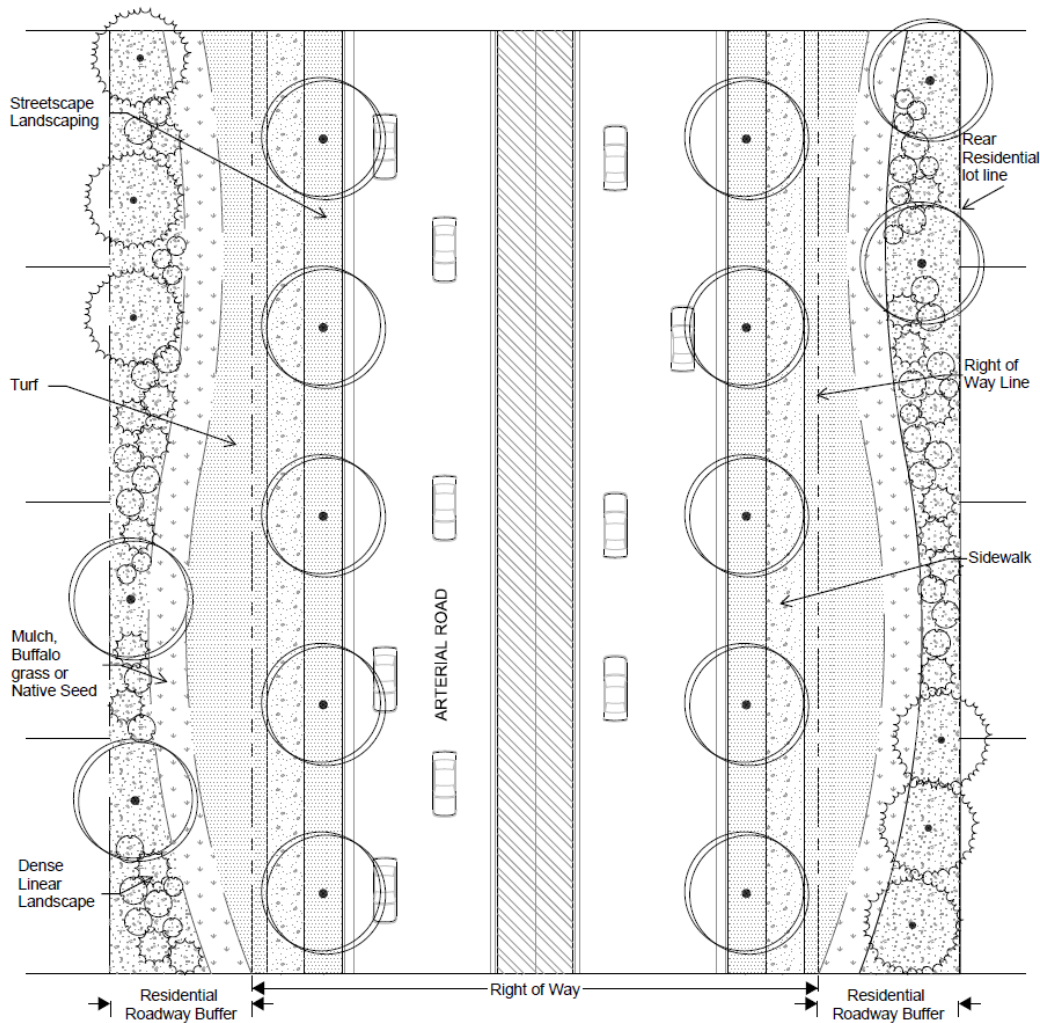
(2) Landscape design.

a. Residential development that is adjacent to highway, arterial and collector roadways shall provide for minimum residential roadway buffer widths per Schedule 13.07.030A located in Section 13.07.030 of this Code.

b. Streetscape landscaping may not be used to meet residential roadway buffer landscaping requirements.

c. To conserve water, a dense linear landscape layout is encouraged. See Schedule 13.06.070A below. Extensive use of traditional turf is discouraged.

SCHEDULE 13.06.070A



d. Native seed mixtures may be used in residential roadway buffers but may not be used directly adjacent to public sidewalks or within two hundred (200) feet of corners, intersections and subdivision entrances.

e. Residential roadway buffers may include trees, shrubs, other plant materials, earthen berms, landscape walls and fences, or other hardscape elements.

f. At a minimum, the residential roadway buffer shall provide for one (1) tree and five (5) shrubs for every thirty (30) linear feet of required buffer length. All minimum plant material standards required by Paragraph (g)(2) above apply with the following exception: Sixty percent (60%) of required shrubs must have a minimum mature height and spread of forty-eight inches (48") and shall meet this standard within three (3) years.

g. If the residential roadway buffer widths that are less than the minimum required by Schedule 13.07.030A, because of buffer reallocation, as provided by Subsection 13.07.030(4), then enhanced landscaping in those areas is required as follows:

1. Minimum buffer widths that fall below the minimum width by five (5) feet or less shall provide for one (1) tree and seven (7) shrubs for every 30-linear-foot section of the residential roadway buffer length that falls below the minimum; and

2. Minimum buffer widths that fall below the minimum width by six (6) feet or more shall provide for one (1) tree and ten (10) shrubs for every 30-linear-foot section of the residential roadway buffer length that falls below the minimum.

h. A minimum of fifty percent (50%) of required trees must be evergreen to provide year-round screening and color. Trees may be spaced irregularly in informal groupings or be uniformly spaced, as consistent with larger overall planting patterns and organization. No trees or groups of trees may be farther apart than thirty-five (35) feet.

Section 3. Subsections 13.06.070(n) through (q) are renumbered as (o) through (r).

Section 4. Section 13.07.030 of the Parker Municipal Code is amended by renumbering Paragraph (3) to (5), and the addition thereto of a new Paragraphs (3) and (4) to read as follows:

13.07.030 Development standards.

* * *

(3) Residential roadway buffer standards.

a. New single-family and duplex residential development shall ensure adequate residential roadway buffering between the edge of right-of-way for all highway, arterial and collector roadways and the adjacent or nearest residential lot(s). For the purpose of this requirement, major roads shall mean all highway, arterial and collector roadways, as described in the Roadway Design and Construction Criteria Manual.

b. The residential roadway buffer width shall be determined according to Schedule 13.07.030A.

c. Residential roadway buffers shall be landscaped according to the standards in Subsection 13.06.070(n) of this Code.

Schedule 13.07.030A

Residential Roadway Buffer Standards

<u>Road Classification (curb to curb); extent of full right-of-way</u>	<u>Minimum Residential Roadway Buffer^{1, 2}</u>
<u>Six-lane roadway, principal arterial and Parker Road</u>	<u>35' minimum</u>
<u>Four-lane roadway, arterial and major collector</u>	<u>30' minimum</u>
<u>Two-lane roadway, all other collectors</u>	<u>25' minimum</u>

¹Measured from right-of-way (existing or proposed) to nearest rear and side residential lot lines

²Minimum buffer does not include right-of-way

(4) Buffer reallocation.

a. Reallocated buffer area is intended to encourage varied and creative edge design and to provide a remedy for site-specific hardship or design constraints, subject to a reallocation plan approved by the Town (Schedule 13.07.030B).

b. Approval of a reallocation plan is subject to the following criteria:

1. There is no decrease in the total required residential roadway buffer area for a single block.

2. Relocated residential roadway buffer area remains within the originating block. Where blocks are less than five hundred (500) feet, the residential roadway buffer area may be reallocated to adjoining blocks, when approved by the Planning Director.

3. In no instance may the residential roadway buffer measure less than fifty percent (50%) of the required buffer width.

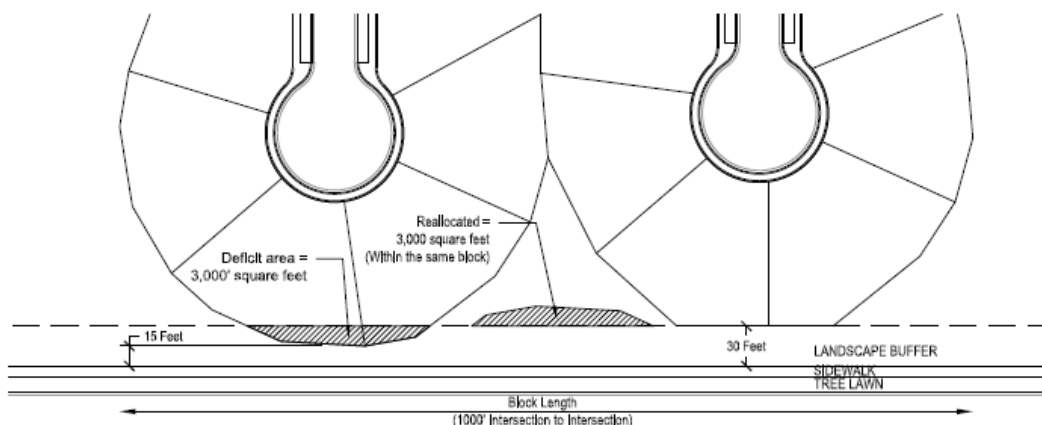
4. When reallocation results in a residential roadway buffer width that is less than the minimum, enhanced landscaping is required, as required by Subparagraph 13.06.070(n)(2)g of this Code. The proposed design shall mitigate the visual and noise impacts resulting from the decreased buffer area and shall conform to Section 13.06.070 (n)(2)g. of this Code.

5. Reallocation square footage is limited to twenty-five percent (25%) of the total required residential roadway buffer square footage for any given block. (intersection to intersection).

The twenty-five percent (25%) limit may be increased for blocks of less than five hundred (500) feet, when approved by the Planning Director.

6. Residential roadway buffer design shall be sensitive to existing topography and provide improved and attractive buffering for residential lots adjacent to arterial and collector roadways.

SCHEDULE 13.07.030B



Reallocation calculations:

Required buffer 1,000' x 30' = 30,000 square feet

Maximum reallocation 25% = 7,500 square feet

Proposed reallocated area = 3,000 square feet

Proposed reallocation is compliant

* Note: All reallocation must be approved by the Planning Director

Section 5. Renumbered Subsection 13.06.070(q), Paragraphs (2) and (3), and Schedule 13.06.070A of the Parker Municipal Code is amended as follows:

13.06.070 Landscape regulations.

* * *

(q) Site perimeter landscaping requirements.

* * *

(2) Site perimeters shall be landscaped according to the standards shown in Schedule 13.06.070**AB** below.

(3) Of the amount of trees required by Schedule 13.06.070**AB** below, a minimum of forty percent (40%) and a maximum of sixty percent (60%) of the

trees shall be evergreen to be consistent with the local ecology and provide year-round color.

SCHEDULE 13.06.070AB
Site Perimeter Landscaping Standards

* * *

Section 6. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. **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 8. 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



Arterial
Jordan Rd and
Stonegate Pkwy



Not this →



Jordan Rd and
Cottonwood Dr



Approximately 28

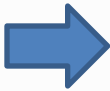
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Residential Collector Canterberry Parkway and Hidden Trail



This

Not this



Canterberry Blvd and
Canterberry Trail

COMMUNITY DEVELOPMENT
DEPARTMENT



PARKER
COLORADO



Request for Town Council Action

Date: August 20, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.06.42 - Second Reading**
A Bill for an Ordinance to Amend Section 7.03.020 of the
Parker Municipal Code Concerning Restrictions on Use of
Motorized Vehicles on Public or Private Recreational Areas

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of this amendment is to allow the operation of vehicles on public property, if authorized by the Town Administrator or designee, as a part of a community event, and to allow the operation of vehicles on privately owned recreational areas by employees or agents of the owner of such property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 7.03.020 of the Parker Municipal Code regulates the operation of vehicles on publicly or privately owned recreational areas. The proposed amendment to Section 7.03.020(a)(1) would authorize the Town Administrator or designee, as a part of a community event, to operate vehicles on public property. The proposed amendment to Section 7.03.020(a)(7) would also allow the operation of vehicles on privately owned recreational areas by employees or agents of the owner of such property for the purpose of maintaining, repairing or patrolling such property.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 5.06.42

RECOMMENDED MOTION

I move to approve Ordinance No. 5.06.42 on second reading.

ORDINANCE NO. 5.06.42, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 7.03.020 OF THE PARKER MUNICIPAL CODE CONCERNING RESTRICTIONS ON USE OF MOTORIZED VEHICLES ON PUBLIC OR PRIVATE RECREATIONAL AREAS

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

Section 1. Section 7.03.020 of the Parker Municipal Code is amended to read as follows:

7.03.020 Restrictions on use.

(a) It is unlawful for any person to operate any licensed or unlicensed motor vehicle or recreational vehicle, whether registered or unregistered, in any of the following places, unless the property is posted for the specific use of motor vehicles and recreational vehicles as a recreational area:

(1) On any public property within the corporate limits of the Town, unless such operation is specifically authorized by the ~~Mayor~~ **Town Administrator** or ~~the Mayor's~~ **designee, as part of a community event under Chapter 10.08 of this Code.** This provision is not intended to prevent the operation of motorized vehicles on these properties by a public employee or agent for the purpose of maintaining, repairing or patrolling the properties;

* * *

(7) On any other publicly or privately owned parks, ball fields, recreation areas, bike trails, horse trails, lake areas, easements, sidewalks or areas dedicated to or commonly used for pedestrian traffic; provided, however, that a children's play vehicle may be operated on any sidewalk adjacent to private property or sidewalks adjacent to any public street that is not a state highway. **This provision is not intended to prevent the operation of motorized vehicles on these properties by an employee or agent of the owner for the purpose of maintaining, repairing or patrolling the properties;**

* * *

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