

TOWN OF PARKER COUNCIL AGENDA
December 3, 2018

Notes:

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

- A. 5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
- B. Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
- C. Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**

2. SPECIAL PRESENTATIONS

- **Cities and Towns Week - Poster Contest Winners**
 - 1st Place: Isabella Hartley - Gold Rush Elementary**
 - 2nd Place: Jaden Rains - Prairie Crossing Elementary**
 - 3rd Place: Kara Kang - Legacy Point Elementary**

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

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

6. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

7. CONSENT AGENDA

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

- A. *RESOLUTION NO. 18-058.1*
A Resolution to Allow a Partial Waiver of Section 13.07.080(h)(2) of the Parker Municipal Code to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 9 Through 13 Through December 31, 2019
Department: Engineering/Public Works, Alex Mestdagh
- B. *RESOLUTION NO. 18-093*
A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for Stroh Ranch Filing No. 1, Amendment 2, Lot 5, through December 31, 2019
Department: Community Development, Stacey Nerger
- C. *RESOLUTION NO. 18-089*
A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson
Department: Town Council
- D. *CONTRACTS OVER \$100,000*
1. *Fourth Amendment to Agreement for Professional Services (for advertising purchased for the Town of Parker's Cultural Department)*
Amount: \$240,000.00
Contractor: Evolution Communications Agency
Department: Cultural, Elaine Mariner
Cultural, Carrie Glassburn
2. *Lincoln Avenue Median Improvement Concrete Project (CIP18-021)*
Amount: \$524,194.50
Contractor: Villalobos Concrete, Inc.
Department: Engineering and Public Works, Tom Gill
3. *Janitorial Service Agreement*
Amount: \$491,700
Contractor: The Key People Inc
Department: Engineering and Public Works, Jim Gilbert

4. *Intermountain Rural Electric Association - Parker Road at Robinson Ranch Overhead to Underground Electrical Conversion*

Amount: \$209,000

Contractor: Intermountain Rural Electric Association

Department: Engineering and Public Works, Chris Hudson

5. *Parker Road Corridor Plan - First Amendment to Agreement*

Amount: \$137,640.00

Contractor: Kimley-Horn and Associates, Inc.

Department: Community Development, Mary Munekata

6. *Canterberry Parkway and Idyllwilde Drive Traffic Signal Contract Modification (CIP 18-010)*

Amount: \$36,900

Contractor: Paonia, Inc.

Department: Engineering and Public Works, Chris Hudson

E. *PROCLAMATION - Colorado Gives Day in Douglas County*

Department: Town Council

8. **PUBLIC HEARINGS**

A. NORTON PROPERTY - Annexation and Zoning

Applicant: Robert and Meredith Norton
Location: Northeast Corner of Pine Drive and Summerset Lane
Department: Community Development, Stacey Nerger
Community Development, Carolyn Parkinson
TRAKiT No.: Z17-005

(1) RESOLUTION NO. 18-090

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

(2) ORDINANCE NO. 2.265 - Second Reading

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

(3) ORDINANCE NO. 3.339 - Second Reading

A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Norton Property to Modified Commercial District and Modified Multiple-Family District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

(4) ANNEXATION AGREEMENT

B. RESOLUTION NO. 18-088

A Resolution to Adopt an Update of the Parker 2035 Master Plan

Department: Community Development, Carolyn Washee-Freeland

9. ORDINANCES

A. COMPARK VILLAGE SOUTH

Department: Engineering/Public Works, Alex Mestdagh

(1) ORDINANCE NO. 9.252.3 - Second Reading

A Bill for an Ordinance to Approve the Third Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project

(2) RESOLUTION NO. 18-091

A Resolution to Amend Resolution No. 17-020.2, Series of 2017, to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through December 31, 2019, and Approve the Subdivision Agreement for Compark Village South Filing No. 1

(3) RESOLUTION NO. 18-092

A Resolution to Amend Resolution No. 17-064, Series of 2017, to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 Through December 31, 2019

B. ORDINANCE NO. 9.280 - Second Reading

A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Dispatch Services Agreement

**Department: Finance, Mary Lou Brown
Police, David King**

C. ORDINANCE NO. 9.281 - Second Reading

A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement By and Between the Town of Parker and the City of Lone Tree Concerning Certain Services and Evidence Storage

**Department: Finance, Mary Lou Brown
Police, David King**

D. ORDINANCE NO. 9.282 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the City of Lone Tree Concerning Vehicle Fleet Maintenance Services

**Department: Finance, Mary Lou Brown
Engineering/Public Works, Jim Gilbert**

E. ORDINANCE NO. 9.283 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail By and Between the Town of Parker and the Arapahoe County Board of County Commissioners

Department: Parks & Recreation, Dennis Trapp

- F. ORDINANCE NO. 5.82 - Second Reading**
A Bill for an Ordinance to Repeal in its Entirety and Readopt Section 7.02.100 of the Parker Municipal Code Concerning Residential On-Street Parking Permits and Fees

Department: Engineering and Public Works, Tom Williams
Engineering and Public Works, Tyler Sandt

- G. ORDINANCE NO. 1.525 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2018 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2019 Budget Year

Department: Finance, Mary Lou Brown

10. ADJOURNMENT

Parker Town Council

Executive Session Agenda

December 3, 2018

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

1. *Ironstone Condominium at Stroh Ranch Association, et al., v. Town of Parker, et al.*, Douglas County District Court, Case No. 2018CV30050
2. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354



Request for Town Council Action

Date: December 3, 2018

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-058.1**
A Resolution to Allow a Partial Waiver of Section 13.07.080(h)(2) of the Parker Municipal Code to Extend the Expiration Date of the Final Plats for the Trails at Crowfoot Filing Nos. 9 Through 13 Through December 31, 2019

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. 9 through No. 13 to December 31, 2019. This extension is being requested by the developer to provide additional time to finalize these developments with the prospective builders.

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 approval, as allowed by Town Code, and on August 20, 2018, the Town Council extended these approvals to December 31, 2018. The Developer has recorded the plats for Filing No. 1 through Filing No. 8; however, the developer has indicated that they will not be ready to record the plats for Filing No. 9 through Filing No. 13 prior to December 31, 2018, and requests an additional extension to these approvals. This resolution extends the expiration of these plats to December 31, 2019.

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)



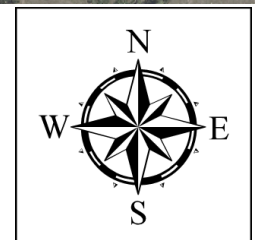
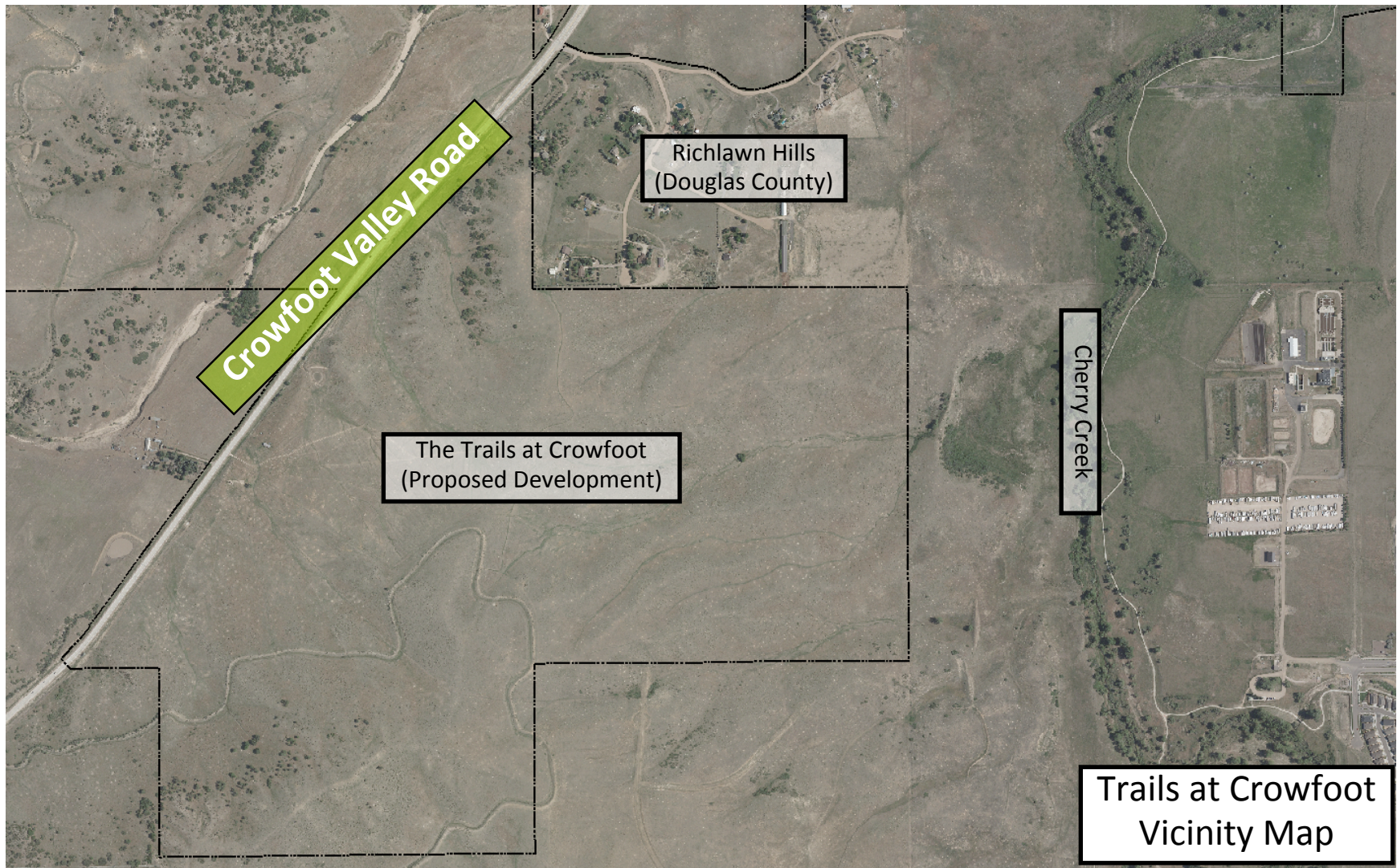
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. Resolution No. 18-058.1

RECOMMENDED MOTION

I move to approve Resolution No. 18-058.1, as part of the Consent Agenda.



RESOLUTION NO. 18-058.1, Series of 2018

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.07.080(h)(2) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR THE TRAILS AT CROWFOOT FILING NOS. 9 THROUGH 13 THROUGH DECEMBER 31, 2019

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, the Town Council approved Resolution No. 18-058, Series of 2018, to extend the expiration date of the Final Plats for Filing Nos. 1 through 13 to December 31, 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 for Filing Nos. 9 through 13 requested that the Town Council partially waive Section 13.07.080(h)(2) of the Parker Municipal Code and extend the expiration date of the Final Plats to December 31, 2019; and

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.

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 for Filing Nos. 9 through 13 through December 31, 2019.

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: December 3, 2018

Submitted By: Stacey Nerger, Associate Planner
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-093**
A Resolution to Allow a Partial Waiver of Section 13.01.140(b) of the Parker Municipal Code to Extend the Expiration Date of the Site Plan for Stroh Ranch Filing No. 1, Amendment 2, Lot 5, through December 31, 2019

Department: Community Development, Stacey Nerger

EXECUTIVE SUMMARY

The Planning Commission approved a site plan amendment for a 204 unit multi-family residential development on December 14, 2017 that will be located on J Morgan Boulevard in Stroh Ranch. The applicant is requesting an extension of the approved site plan from December 14, 2018 to December 31, 2019. They are requesting this extension because of litigation involving their project and to provide additional time before closing on the purchase of the property and obtaining the required grading permit to perfect their approval.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The approved multi-family residential development is located in Stroh Ranch on a vacant property at the southwest corner of J Morgan Boulevard and Ironstone Way. In 1997, the Town approved a site plan to develop 576 multi-family residential units on 30.4 acres to be constructed in three phases. Two of the phases were constructed for a total of 372 multi-family residential units. The third phase consisting of 204 multi-family residential units was not constructed.

The applicant submitted a site plan amendment proposal to construct the remaining 204 multi-

family residential units in 2016. The Planning Commission held a public hearing on December 14, 2017 for the proposed development. After substantial public comment, the Planning Commission approved the application by a vote of 5 to 2.

The Land Development Ordinance Section 13.01.140 (b) provides that “Approval by the Planning Commission of any site plan shall remain in effect for a period of twelve (12) months. Any approval of an application for which a grading permit or building permit has not been issued within twelve (12) months after approval of the site plan or use by special review shall be null and void.” After Planning Commission approval, opponents of the project filed a law suit in Douglas County District Court challenging this approval. The applicant has not closed on the purchase of the property or obtained the required grading and building permit because of the pending lawsuit.

The requested extension will preserve the site plan approval until the end of 2019. If the resolution is not approved, the site plan approval will expire. The Community Development Director has the authority to extend the expiration date for up to 90 additional days for good cause.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 18-093

RECOMMENDED MOTION

I move to approve Resolution No. 18-093.

RESOLUTION NO. 18-093, Series of 2018

TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTION 13.01.140(b) OF THE PARKER MUNICIPAL CODE TO EXTEND THE EXPIRATION DATE OF THE SITE PLAN FOR STROH RANCH FILING NO. 1 AMENDMENT 2 LOT 5 THROUGH DECEMBER 31, 2019

WHEREAS, the Planning Commission of the Town of Parker approved the site plan for Stroh Ranch Filing No. 1, Amendment 2, Lot 5, on December 14, 2017 (the “Site Plan”);

WHEREAS, Ironstone Condominiums at Stroh Ranch Owners Association, Inc., and Stroh Ranch Community Association, Inc., filed a complaint in Douglas County District Court on January 11, 2018, against the Property Owner challenging the Planning Commission’s approval of the Site Plan (the “Civil Action”);

WHEREAS, the Civil Action is currently pending in Douglas County District Court;

WHEREAS, Section 13.01.140(b) of the Parker Municipal Code provides that “[a]pproval by the Planning Commission of any site plan shall remain in effect for a period of twelve (12) months. Any approval of an application for which a grading permit or building permit has not been issued within twelve (12) months after approval of the site plan shall be null and void;”

WHEREAS, twelve (12) months will have passed since the approval of the Site Plan on December 14, 2018, and a grading permit or building permit has not been issued;

WHEREAS, the owner of the real property subject to the Site Plan has not obtained a grading permit or building permit due to the Civil Action;

WHEREAS, the owner of the real property subject to the Site Plan requested that the Town Council partially waive Section 13.01.140(b) of the Parker Municipal Code and extend the expiration date of the Site Plan to December 31, 2019;

WHEREAS, the Town Council may authorize waivers from the provisions of the Parker Land Development Ordinance if the request is not for a self-inflated hardship, is in the public interest and does not impair the intent and purposes of the Parker Land Development Ordinance;

WHEREAS, the waiver request is not the result of a self-inflated hardship for the reason that the Civil Action was filed against the Property Owner;

WHEREAS, the approval of the requested extension is in the public interest and will not impair the intent and purposes of the Parker Land Development Ordinance for the reason that the Planning Commission approval was made following notice and public hearing.

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 Site Plan through December 31, 2019.

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: December 3, 2018

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 18-089**
A Resolution to Appoint New Members and Alternates on the Town of Parker Special Licensing Authority and to Appoint the Chairperson and Vice Chairperson

Department: Town Council

EXECUTIVE SUMMARY

The Town Council appoints the chairperson, vice chairperson, regular members and alternate members for the Special Licensing Authority, as provided by the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 5.08.050 of the Parker Municipal Code provides that the term of Authority members is two years and alternates is one year. The term of three members of the Authority and the term of the two alternates ended on December 31, 2018. Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint a Chairperson and Vice Chairperson. The purpose of this resolution is to appoint three regular members, two alternates, a Chairperson and a Vice Chairperson.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 18-089

RECOMMENDED MOTION

I move to approve Resolution No. 18-089 as part of the Consent Agenda.

RESOLUTION NO. 18-089, Series of 2018

**TITLE: A RESOLUTION TO APPOINT NEW MEMBERS AND ALTERNATES
ON THE TOWN OF PARKER SPECIAL LICENSING AUTHORITY AND
TO APPOINT THE CHAIRPERSON AND VICE CHAIRPERSON**

WHEREAS, the terms of three (3) members of the Authority expired on December 31, 2018;

WHEREAS, the terms of the two (2) alternates of the Authority expired on December 31, 2018;

WHEREAS, the Town Council of the Town of Parker desires to appoint new members and alternates, as described herein;

WHEREAS, Section 5.08.060 of the Parker Municipal Code provides that the Town Council shall appoint one member of the Authority to be Chairperson and one member to be Vice Chairperson of the Authority; and

WHEREAS, the Town Council desires to appoint a new Chair and Vice Chair for the Authority.

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 appoints three (3) members to the Authority for the term ending December 31, 2020, and appoints two (2) alternates to the Authority for the term ending December 31, 2019, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby appoints Alyssa R. Kuenning Konya as the Chairperson for the Authority.

Section 3. The Town Council of the Town of Parker hereby appoints David Chung as the Vice Chairperson for the Authority.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

1. Appointment of two (2) regular Special Licensing Authority members for a term up to and including December 31, 2019.

- a. Mike Appleby
- b. Alyssa R. Kuenning Konya

2. Appointment of three (3) regular Special Licensing Authority members for a term up to and including December 31, 2020.

- a. David Chang
- b. Stephen Conner
- c. Kelli Narde

3. Appointment of two (2) alternate Special Licensing Authority members for a term up to and including December 31, 2019.

- a. Jon Brusco
- b. Bryan Campbell



Request for Town Council Action

Date: December 3, 2018

Submitted By: Carrie Glassburn, Assistant Cultural Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **Fourth Amendment to Agreement for Professional Services
(for advertising purchased for the Town of Parker's Cultural
Department)**

Amount: \$240,000.00

Contractor: Evolution Communications Agency

Department: Cultural, Elaine Mariner
Cultural, Carrie Glassburn

EXECUTIVE SUMMARY

This agenda item is to approve the Fourth Amendment to the Agreement for Professional Services with Evolution Communications agency, which is the media agency of record for Parker Arts. This will be the fourth full year that they are assisting with buying and placing our media. The total budget impact for 2019 will not exceed \$240,000, which is \$23,000 lower than the 2018 media expenses. This fee will be split among digital, print, broadcast, and out-of-home media. The budget also includes a 15% agency fee, which is standard for the industry.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Evolution has been placing media for the Cultural Department since 2016. As the Town and surrounding areas continue to grow, keeping top of mind awareness is key, so we are recommending renewing the media contract with Evolution again in 2019 via an amendment. In an effort to streamline our expenses, the overall media budget has been decreased by \$23,000 from 2018.

FINANCIAL IMPACT

Digital Advertising	\$107,943.65
Print Publications	29,840.00
Broadcast	38,037.00
Out of Home	6,215.00
Contingency	<u>26,660.00</u>
Subtotal	\$182,035.65
15% agency fee	<u>31,304.35</u>
TOTAL (not to exceed)	\$240,000.00

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: December 3, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **Lincoln Avenue Median Improvement Concrete Project
(CIP18-021)**

Amount: **\$524,194.50**

Contractor: **Villalobos Concrete, Inc.**

Department: **Engineering and Public Works, Tom Gill**

EXECUTIVE SUMMARY

Award of a trade contractor agreement with Villalobos Concrete, Inc., for the Lincoln Avenue Median Improvement Concrete Project (CIP 18-021).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town publicly opened competitive bids on November 14, 2018, for the Lincoln Avenue Median Improvement Concrete Project (CIP18-021). Work includes concrete flatwork improvements needed for the future landscaping of the median island on Lincoln Avenue between Jordan Road and Keystone Boulevard. The concrete improvements will additionally address planned circulation improvements and install future-use conduit needed for the planned future median landscaping.

Eleven (11) contractors bid on the project, with Villalobos Concrete, Inc., being the lowest responsible bidder. The contractor provided references and all responded with positive feedback in regards to schedule and budget management. Therefore, Town staff recommends moving forward with the contract award. The bids were as follows:

- 1) Villalobos Concrete, Inc. - \$524,194.50
- 2) T&M Construction - \$589,057.00

- 3) Jalisco International - \$596,447.00
- 4) Concrete Works of Colorado - \$644,029.20
- 5) Keene Concrete - \$662,699.50
- 6) Silva Construction - \$692,397.30
- 7) Concrete Express - \$696,504.90
- 8) Noraa Concrete - \$714,726.00
- 9) Goodland Construction - \$778,342.50
- 10) Technology Constructors - \$860,924.00
- 11) Chato's Concrete - \$916,325.00

Engineer's Estimate - \$544,000.00

FINANCIAL IMPACT

Funding for this project's construction has been appropriated in the Highway and Streets Capital Projects fund (301-4310).

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: December 3, 2018
Submitted By: Jim Gilbert, Fleet/Facilities Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Janitorial Service Agreement**

Amount: \$491,700
Contractor: The Key People Inc
Department: Engineering and Public Works, Jim Gilbert

EXECUTIVE SUMMARY

The Town of Parker contracts out the custodial services at Town operated facilities. This contract is a one year contract with four additional renewal years. The existing contract with The Key People is due to expire in January 2019. The Town is entering into a new contract with The Key People through the use of a competitively bid contract conducted by another municipality and will retain The Key People to perform these services.

Town staff concluded that this is in the best interest of the Town based on several factors including: current level of service provided to the Town by the existing vendor is established and appropriate for the multiple facilities; the contracted dollar amount is deemed reasonable for continuance of the services being provided; and the issuance of the contract is established based on a competitive bid process ensuring that the Town is obtaining these services in concurrence with our policies.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker previously operated custodial services as an in-house function for several facilities while it was also a contracted service for others. In 2013 the Town moved to a complete outsource of these services. It is a well established position to contract these services out as they are typically not a core mission and can be performed more efficiently by a service provider.

The Town entered into a multi-year capable contract with The Key People to perform custodial services at all Town operated facilities in 2013. The Facilities Maintenance Division currently acts as the primary point of contact between the Town and The Key People. This arrangement provides oversight on a consistent measure for all Town operated facilities and ensures proper contract management.

FINANCIAL IMPACT

The anticipated contract amount is \$491,700 for the first year with the opportunity to negotiate each year. The base contract is set at \$467,700 with an additional \$24,000 allocated for incidental cleaning. Incidental cleaning includes coverage for services such as window cleaning and other special requested cleaning not specifically covered in the scope of work as recurring on a schedule. This amount is in line with the current contract and services being provided to the Town.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: December 3, 2018
Submitted By: Chris Hudson, Public Works Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Intermountain Rural Electric Association - Parker Road at Robinson Ranch Overhead to Underground Electrical Conversion**

Amount: \$209,000
Contractor: Intermountain Rural Electric Association
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

Approval of a contract with Intermountain Rural Electric Association (IREA) to complete the conversion of the existing overhead power line adjacent to the east side of Parker Road (State Highway 83) at the Robinson Ranch residential subdivision to an underground power line configuration.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Intermountain Rural Electric Association (IREA) completed the developer funded conversion of the existing overhead power line adjacent to the east side of Parker Road at the Stroh Crossing development in 2017. Due to the project to the south, IREA reached out to Town staff about continuing the underground power line conversion process to the north adjacent to the Robinson Ranch residential subdivision. On December 4, 2017, Town Council approved a \$641,674 contract with IREA to convert the approximate southern 80% of the Robinson Ranch residential subdivision frontage along Parker Road. That Town Council item contemplated the completion of the Robinson Ranch residential frontage in 2018 as funding became available.

The Robinson Ranch HOA Board has granted the needed IREA easement to complete this work. Earlier this year, Town staff worked with IREA to estimate the cost of completing this remaining overhead to underground power line conversion section at \$209,000. In order to fund this project, Town Council approved a supplemental budget request on November 26, 2018 for this work.

FINANCIAL IMPACT

Funding is generated through the Town of Parker's excise tax. A portion of the excise tax is set aside to convert existing overhead power lines to an underground configuration. A mid-year supplemental budget appropriation is set to be approved by Town Council on November 26, 2018, for this project.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map-Robinson Ranch Underground-11-2018

RECOMMENDED MOTION

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

Robinson Ranch - IREA Power Line Conversion Vicinity Map





Request for Town Council Action

Date: December 3, 2018

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **Parker Road Corridor Plan - First Amendment to Agreement**

Amount: \$137,640.00
Contractor: Kimley-Horn and Associates, Inc.
Department: Community Development, Mary Munekata

EXECUTIVE SUMMARY

The Community Development Department is requesting an amendment to the Parker Road Corridor Plan Professional Services Agreement (Agreement) with the consultant Kimley-Horn and Associates, Inc. The consultant is successfully building off of previous planning efforts, developing new and innovative ideas/solutions for the corridor and has obtained significant participation from stakeholders especially the Colorado Department of Transportation (CDOT).

The proposed Agreement amendment is necessary to respond to CDOT participation and allow for additional coordination as well as technical analysis. Specifically, this amendment includes additional tasks related to transportation planning, engineering design, land use analysis, CDOT meetings and graphics necessary to complete the Parker Road Corridor Plan (Plan).

The additional tasks will increase the Contract amount by \$19,520 and will be funded through the Community Development Department budget.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council awarded Kimley-Horn an agreement in the amount of \$118,120 on July 16,

2018, to complete the Plan. This Plan is a major land use and transportation planning project that was started with another consultant. Community Development staff and Kimley-Horn are currently in the process of examining key land use and transportation issues in the corridor. These include existing development patterns, changing land uses, multi-modal transportation needs, traffic congestion and redevelopment opportunities in the Corridor.

The staff and Kimley-Horn team are successfully building off of previous planning efforts, developing new and innovative ideas/solutions for the Corridor and have effectively brought our partners into the planning process. These partners include CDOT, E-470 Highway Authority, Douglas County and the City of Aurora who are working with the Town to evaluate issues of mutual interest. This cooperative process is vital to the success of the Plan but the level of engagement is greater than anticipated. To capitalize upon their engagement, it is necessary to increase coordination, schedule additional meetings and complete new technical analysis that was not part of the initial scope of work.

The proposed agreement amendment for \$19,520 will cover the additional activities and tasks arising from greater engagement by CDOT and other governmental partners.

FINANCIAL IMPACT

None. The agreement amendment is funded through the 2018 Community Development budget.

STRATEGIC GOAL(S)



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: December 3, 2018
Submitted By: Chris Hudson, Public Works Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Canterberry Parkway and Idyllwilde Drive Traffic Signal Contract Modification (CIP 18-010)**

Amount: \$36,900
Contractor: Paonia, Inc.
Department: Engineering and Public Works, Chris Hudson

EXECUTIVE SUMMARY

This item is to award the contract modification with Paonia, Inc. for the Canterbury Parkway and Idyllwilde Drive traffic signal (CIP 18-010) for \$36,900 which results in a revised contract amount of \$282,313.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved the award for the Canterbury Parkway and Idyllwilde Drive traffic signal (CIP 18-010) on June 18, 2018 for \$245,413 with Paonia, Inc.. The project consists of the installation of a mast arm traffic signal at the Canterbury Parkway and Idyllwilde Drive intersection.

The original bid included two (2) bid alternates for upgraded traffic signal interconnect work. Schedule B was for the traffic signal interconnect consisting conduit and pull boxes to connect the new traffic signal with the Town's existing traffic signal interconnect system. This additional work was not included in contract amount that Town Council originally awarded but due to project savings, is now being proposed to be included in the contract via a contract modification. The original bid for Schedule B was for \$36,900 and the revised contract amount would be \$282,313.

FINANCIAL IMPACT

Funding for this project is part of the approved 2018 Capital Improvement Fund. The Town will assume the long-term maintenance of this additional work for the traffic signal being proposed as part of this contract modification. The long-term maintenance of this additional work is minor and can be absorbed with the current Traffic Services staff and maintenance budget.

STRATEGIC GOAL(S)

**ATTACHMENTS**

None

RECOMMENDED MOTION

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

PROCLAMATION

WHEREAS, the Town of Parker is dedicated to inspiring generosity, supporting local nonprofits, and champions awareness of hidden, local needs; and

WHEREAS, Colorado Gives Day is an annual statewide movement to celebrate philanthropy and increase online giving; and

WHEREAS, Colorado Gives Day is the largest day of philanthropic giving in the state; and

WHEREAS, Colorado Gives Day promotes a 24-hour period to **give where you live**; and

WHEREAS, Coloradans are encouraged to participate in Colorado Gives Day because all donations make a difference to nonprofits working to improve the quality of life in our communities;

NOW THEREFORE, BE IT RESOLVED, that the Town of Parker, supports local philanthropic giving and proclaims December 4, 2018, as **Douglas County Gives Day** in the Town of Parker.

In witness whereof, I have hereunto set my hand this 3rd day of December 2018.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: December 3, 2018

Submitted By: Stacey Nerger, Associate Planner
Carolyn Parkinson, Planner I
Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **NORTON PROPERTY - Annexation and Zoning**

Applicant: Robert and Meredith Norton

Location: Northeast Corner of Pine Drive and
Summerset Lane

Department: Community Development, Stacey
Nerger
Community Development, Carolyn
Parkinson

TRAKiT No.: Z17-005

- (1) **RESOLUTION NO. 18-090**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Norton Property Annexation into the Town of Parker
- (2) **ORDINANCE NO. 2.265 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Norton Property in Douglas County
- (3) **ORDINANCE NO. 3.339 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Norton Property to Modified Commercial District and Modified Multiple-Family 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 applicant, Robert and Meredith Norton, propose to annex approximately 9.5 acres of land currently located in unincorporated Douglas County into the Town of Parker. The subject property is located at the northeast corner of Pine Drive and the recently constructed Summerset Lane extension. It currently contains several homes, a garage and accessory buildings.

The applicant also proposes to zone the subject property for future commercial and residential development. The westernmost property adjacent to Pine Drive is approximately 3.2 acres and will be zoned for commercial use as a Modified Commercial District. The easternmost property is approximately 6.3 acres and will be zoned for residential use as a Modified Multiple Family District. The applicant, in consultation with Town staff, has prepared the proposed zoning to balance the market demand for commercial use fronting Pine Drive with residential uses that provide a transition to the adjacent Parker Vista neighborhood.

The Town Council approved Resolution No. 18-063 on October 15, 2018, determining that the Annexation Petition substantially complies with the requirements of the Municipal Annexation Act of 1965, C.R.S. § 31-12-107(1)(a) ("the Act"). The Council also set a public hearing for December 3, 2018, on the eligibility of the subject property to be annexed into the Town as provided by the Act. The Town, with the adoption of Resolution No. 18-063, has also initiated the procedure for zoning the subject property as described herein.

Planning Commission held a public hearing regarding the proposed zoning on November 8, 2018 and recommended approval subject to the following conditions:

1. Reduce the building height plane to zero feet above the centerline of Pikeview Lane and allow a maximum building height of 15 feet above Pikeview Lane as a Use by Special Review; and
2. Revise the free-standing gas canopy, with or without gas station and convenience store, as a use-by-right and make them allowed as a Use by Special Review.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Norton Property is located at the eastern edge of Downtown on the northeast corner of Pine Drive and Summerset Lane. This property consists of two (2) parcels which currently have existing houses, a large garage and several accessory buildings. The properties are proposed to be annexed and zoned into the Town of Parker as provided by the Possession and Use

Agreement for the construction of the Summerset Lane extension dating to August, 2016.

The subject property is contiguous with the Town and is identified in the Parker 2035 Master Plan as being located in the Town's Urban Growth Area. Specifically, the property is located within the East Downtown Gateway as designated by the General Land Use Plan of the Master Plan. The East Downtown Gateway is intended to provide a transition from the Downtown Core west of the property to the existing suburban residential uses to the east. According to the Master Plan, this area is an entry point into the Downtown Core and should include a mix of commercial and higher-density residential uses.

The current Douglas County zoning for the subject property is Rural Residential. The westernmost parcel located adjacent to Pine Drive will be zoned as a Modified Commercial District and is intended to provide the opportunity for retail and service development. The easternmost property located closer to the Parker Vista neighborhood will be zoned as a Modified Multiple Family District and is intended to permit a range of single-family residential development. This includes horizontally attached residences ranging from a minimum density of five (5) units per acre to a maximum density of 20 units per acre.

The requested zoning is consistent with several Goals and Strategies of the Parker 2035 Master Plan as follows:

- Will encourage a variety of housing densities in close proximity to employment centers within and around the Downtown Core;
- Will continue commercial uses within and adjacent to the Downtown Core;
- Will support new businesses by providing additional land for commercial development.

On November 8, 2018, the Planning Commission recommended by a vote of 6 to 1 that Town Council approve the zoning request subject to the following conditions:

1. Reduce the building height plane to zero feet above the centerline of Pikeview Lane and allow a maximum building height of 15 feet above Pikeview Lane as a Use by Special Review; and
2. Revise the free-standing gas canopy, with or without gas station and convenience store, as a use-by-right and make them allowed as a Use by Special Review.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)





ATTACHMENTS

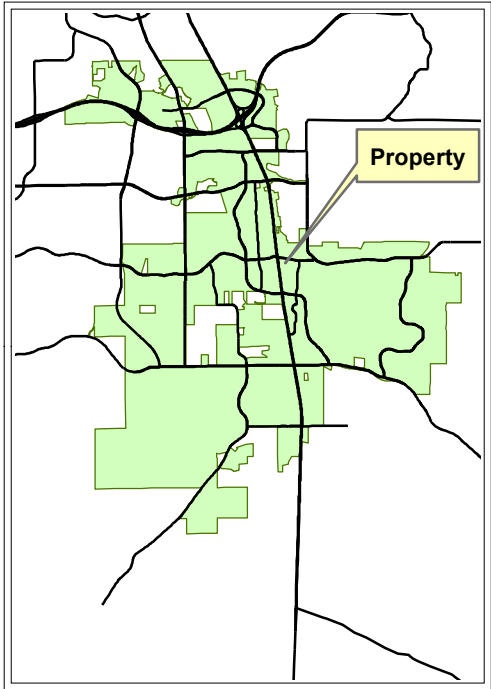
1. VicinityMap
2. Resolution No. 18-090
3. Ordinance No. 2.265
4. Annexation Map
5. Ordinance No. 3.339
6. Planning Commission Staff Report

RECOMMENDED MOTION

- (1) I move to approve Resolution No. 18-090.
- (2) I move to approve Ordinance No. 2.265 on second reading.
- (3) I move to approve Ordinance No. 3.339 on second reading.
- (4) I move to approve the Norton Annexation Agreement.

Norton Property Annexation and Zoning

Annexation and Zoning
Case No. ANX17-002 & Z18-005



Legend

-  Site
-  Roads

Narrative:
Proposed annexation of approximately 9.5 acres from Dougals County into the Town of Parker. 3.16 acres will be zoned Modified Commercial and 6.3 acres will be zoned Modified Multifamily.

Planner: Stacey Nerger
Hearing Schedules:

Planning Commission:
November 8, 2018

Town Council:
November 19, 2018 (1st Reading)
December 3, 2018 (2nd Reading)



RESOLUTION NO. 18-090, Series of 2018

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE NORTON 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 Norton Property, and hereafter described in **Exhibit 1** 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 1

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 1255.31 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 1270.09 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.474 ACRES, (412,693 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



ORDINANCE NO. 2.265, Series of 2018

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE NORTON 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 PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 1255.31 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 1270.09 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
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CONTAINING AN AREA OF 9.474 ACRES, (412,693 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



EXHIBIT 2

NORTON PROPERTY ANNEXATION AGREEMENT

THIS NORTON 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 (hereinafter referred to as the "Town"), the Parker Water and Sanitation District (hereinafter referred to as the "District") (only as to Paragraph 3), and, Robert M. Norton and Meredith J. Norton, its successors and assigns (hereinafter referred to as 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** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town and zoned as provided herein.

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.

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 Paragraphs 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.

a. Conditions Precedent. Annexation of the Property shall not become effective, and neither the Property Owner nor the Town shall record or cause to be recorded the items described in § 31-12-113(2)(a)(II)(A), C.R.S. or this Agreement, until all of the following conditions have been satisfied (it being acknowledged that the Town shall cause recordation of the requisite documents to effect annexation of the Property upon satisfaction of the conditions precedent):

i. The Property Owner and the Town have mutually executed and delivered this Agreement.

ii. The Consent and Subordination of Lenders contained in this Agreement have been fully executed.

iii. The Property has been fully included within the boundaries of the District by virtue of an Order of Inclusion having been signed by the Douglas County

District Court and recorded in the real estate records of Douglas County, Colorado (the "Records").

iv. The District signs this Agreement.

v. The transfer of ownership to the Town has occurred in accordance with Paragraph 14.f. of this Agreement.

vi. The ordinance approving the annexation of the Property has become effective in accordance with the provisions of the Town Charter.

b. Failure of Conditions. Until the conditions precedent set forth in subparagraph 1.a have been satisfied, this document shall constitute an offer by the Property Owner and the Town to enter into this Agreement (notwithstanding the parties' mutual execution and delivery of this document), and the annexation of the Property to the Town shall not become effective. In such case, neither the Property Owner nor the Town shall record or cause to be recorded this Agreement or the items described in § 31-12-113(2)(a)(II)(A), C.R.S.

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 other sections of 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 zoning the Property Modified Commercial/Residential as adopted by Ordinance No. 3.339, Series of 2018, zoning the Property, 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 reasonable 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 Community Development 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 when due all building fees, use taxes, impact fees and excise taxes that are in effect by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval), 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 and taxes, 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 Town-wide. Any amendment to the fees shall be incorporated into this Agreement as if originally set forth herein.

5. Open Space. The Property Owner shall provide a minimum of one and a quarter (1.25) acres of open space on the Property which shall be conveyed to a property owners association approved by the Town. The Property Owner shall dedicate the Open Space Property to the property owners association at the time of the first final plat for that portion of the Property zoned modified residential ("Planning Area No. 2). The Property Owner shall implement and complete a plan using best management practices as approved by the Town to eradicate the noxious weeds on the Open Space Property prior to conveyance to the property owners association.

6. Buffer Area. The Property Owner shall create a sixty-five-foot-wide buffer area along the entire eastern boundary of the Property (the "Buffer Area"), which may be adjusted as provided by the Development Plan at the time of the first site plan or preliminary plan approval for Planning Area 2. The Buffer Area shall not contain any structures or parking spaces, and shall be landscaped by the Property Owner with trees and shrubs according to a landscape plan approved by the Town. The Buffer Area shall be described in the first final plat for Planning Area No. 2, and the final plat shall contain a plat note that "The Buffer Area shall not contain any structures or parking spaces and shall be landscaped with trees and shrubs along the entire eastern boundary of the Property." The Buffer Area improvements described here in shall be constructed prior to the issuance of the first building permit for Planning Area No. 2.

7. Trail and Trail Connections. The Property Owner shall hereby design and construct and cause to be owned and maintained by the HOA, trail connections throughout the Property, connecting, in accordance with approved final subdivision plat(s), to existing trails. The Property Owner shall also design and construct, according to Town standards contained in the Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended (the "Trail Standards"), the trails and sidewalk connections described in the Development Plan, in accordance with approved subdivision plat(s). The width of the trails and sidewalk connections described in the Development Plan and the materials used to construct such trails and sidewalk connections shall be determined by the Town at the time of the first preliminary plan for the Property.

8. Parks. The Property Owner shall develop parks sites within Planning Area 2 in accordance with the minimum collective acreage that is calculated based upon 0.0139 acres of developed parks for each multifamily residential dwelling unit. The park sites shall be owned and

maintained by a property owners association) ("the Park Sites"). The Park Sites shall be developed according to the standards contained in the Town's Parks and Open Space Master Plan and the Town of Parker Construction Specifications and Design Considerations for Parks, Trails and Streetscapes, as amended. The Property Owner shall construct the Park Sites prior to the issuance of the first (1st) certificate of occupancy (temporary or otherwise) for a final platted area (including a replat) for Planning Area No. 2 as described in the Development Plan. In the event that the Property Owner is not able to install or complete the landscaping improvements within any Park Site due to extreme weather conditions, as generally described in Section 13.10.180 of the Parker Municipal Code, the Property Owner may continue to obtain building permits for residential dwelling units after the deadline described herein; provided the Property Owner deposits with the Town one hundred and ten percent (110%) of the cost to install the remaining landscaping improvements, in the form of cash or letter of credit, to secure the Property Owner's obligation to install such landscaping improvements on or before the following June 1st.

9. Limitation on Number of Units. The total number of units allowed on the Property shall not exceed one hundred twenty-four (124) residential dwelling units, as provided in the Development Plan.

10. School Mitigation Plan. The Property Owner desires and has agreed to contribute to the Douglas County School District No. RE-1 (the "School District") the sum of Two Thousand Eight Hundred Three Dollars (\$2,803.00) for each residential unit constructed on Planning Area No. 2 for school mitigation (the "School Mitigation Fee"). The School Mitigation Fee for each residential dwelling unit shall be paid by the Property Owner to the School District prior to the issuance of the building permit for each residential dwelling unit on Planning Area No. 2.

A fee in lieu of up to a 0.660-acre land dedication for school sites as determined in accordance with the School District cash in-lieu calculation for student generation (the "In-Lieu Fee"), which fees are for the benefit of the School District and its students. The amount of the In-Lieu Fee shall be determined by an appraisal provided by the Property Owner prior to the recording of the first final residential subdivision plat for the Property. The In-Lieu Fee shall be paid by the Property Owner in one (1) installment to the School District for all lots in each final residential subdivision plat within 45 days following final plat approval by the Parker Town Council. The In-Lieu Fee for each final residential subdivision plat shall be calculated, as a proportionate share of the total In-Lieu Fee for Planning Area No. 2, based upon the number of residential units contemplated in such final residential subdivision plat or site plan. Any outstanding balance of the In-Lieu Fee shall be paid to the School District in its entirety concurrently with recording of the last residential subdivision plat for the Property.

11. Construction of Roads. The Property Owner shall pay to the Town Four Hundred Twenty-Two Thousand Seven Hundred Twenty-Eight and 90/100 Dollars (\$422,728.90), prior to the issuance of any building permits on the Property, which is twenty-five percent (25%) of the cost to design and construct the Summerset Lane improvements, including the proposed traffic signal, adjacent to the Property (the "Right-of-Way Property"), prior to the issuance of any building permits on the Property, which amounts shall increase annually commencing on the date on that Ordinance No. 2.265, Series of 2018, goes into effect, by the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index. This will fully

satisfy the Property Owner's obligation relating to the design, construction and installation of the Right-of-Way Improvements; provided, however, the Property Owner shall design and construct at its sole cost any auxiliary turn lanes on Summerset Lane necessitated by the development of the Property, as determined by the Town in accordance with the Roadway Manual.

12. Major Drainageway Improvements. The Property Owner shall design and construct all of the regional drainage improvements in accordance with the Urban Drainage and Flood Control District Criteria (UDFCD), for all major drainageways on the Property as identified in the Pine Gulch Watershed Outfall Systems Plan, October 2011. All eligible drainage improvements must be designed, constructed, and accepted into the UDFCD's maintenance eligibility program prior to the release of any certificates of occupancy (temporary or otherwise) for the Property.

13. Deficit Reduction Fee. The Property Owner acknowledges and agrees that the Town, as a condition to adoption of the ordinance described in Paragraph 4.a. of this Agreement, requires a payment to the Town in the form of a "Deficit Reduction Fee" to off-set the impact to the Town's General Fund as the result of the amendment to the Development Plan to allow residential development. The Town acknowledges and agrees that, if the Property is zoned in the manner described in Paragraph 4.a. of this Agreement, the financial impact to the Town will be fiscally neutral. The Town agrees not to impose a deficit reduction fee on the development of the Property, if the Property is zoned in the manner described in Paragraph 4 of this Agreement. The Property Owner 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 an increase in the number of residential units described in Paragraph 9 of this Agreement, based upon the method used by the Town for calculating the "Deficit Reduction Fee" at the time any change in zoning is initiated by the Property Owner, as described herein.

14. Land Dedication. The Property Owner shall convey, free and clear of all liens and encumbrances (except utility easements and similar encumbrances that exist as of the Effective Date, which are not inconsistent with the use intended for the real property described herein or are otherwise acceptable to the Town), the real property interests described below.

a. The Property Owner shall convey to the HOA the Open Space Property, as provided in Paragraph 5 of this Agreement.

b. The Property Owner shall convey to the HOA the Buffer Area Easement, as provided in Paragraph 6 of this Agreement.

c. The Property Owner shall convey to the HOA the trail and trail connections, as provided in Paragraph 7 of this Agreement.

d. The Property Owner shall convey to the HOA the Park Sites, as provided in Paragraph 8 of this Agreement.

e. The Property Owner shall convey to the Town right-of-way for auxiliary turn lanes on Summerset Lane, as provided in Paragraph 11 of this Agreement.

f. The Property Owner has dedicated to the Town the Subject Property described in Paragraph 5 of the that certain Agreement for Possession and Use dated August 31, 2016, between the Property Owner and the Town, recorded with the Douglas County Clerk and Recorder's Office at Reception No. 2016072391, free and clear of all liens and encumbrances.

15. 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 the Town ordinances and regulations. The Property Owner shall cause to be created, at the time of the first final plat, the HOA for the purpose of maintaining the Open Space, Buffer Area Easement, Trail and Trail Connections and Park Sites described in Paragraphs 5, 6, 8 and 9 of this Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. Termination. If the ordinance described in Paragraph 4.a. of this Agreement is not approved 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.

21. 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.

22. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Douglas County, Colorado, upon the effective date of Ordinance No. 3.339, as described in Paragraph 4.a. of this Agreement.

23. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of Ordinance No. 3.339, as described in Paragraph 4.a. of this Agreement.

24. 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.

25. 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.

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

To the Town: Town Administrator
 Town of Parker
 20120 E. Mainstreet
 Parker, Colorado 80138

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

To the Property Owner: Robert M. Norton
Meredith J. Norton
10980 Pine Drive
Parker, Colorado 80138

27. Special Districts. The Town will allow the formation of a special district on the Property to finance the construction of public improvements, subject to Chapter 10.11 of the Parker Municipal Code, as amended.

28. Waiver. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

29. Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement, in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.

30. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

31. 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.

32. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

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

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

PROPERTY OWNER:

ROBERT M. NORTON

By: _____

MEREDITH J. NORTON

By: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert M. Norton and Meredith J. Norton.

My commission expires: _____.

SEAL

Notary Public

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

**PARKER WATER AND SANITATION
DISTRICT**

(AS TO PARAGRAPH #3 ONLY)

By: _____
Ron Redd, District Manager

ATTEST:

Maleia Good, Engineering Secretary

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

CONSENT AND SUBORDINATION OF LENDER

Seacoast Commerce Bank, as the beneficiary of a deed of trust that is secured against the real property described in Addendum No. 1 to this Consent and Subordination of Lender (the "Deed of Trust Property") and recorded on October 1, 2013, at Reception No. 2013080434 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 Deed of Trust 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 Deed of Trust Property, but only to the extent that the Deed of Trust Property is contained within the real property described in Exhibit A to this Annexation Agreement, pursuant to such foreclosure, the rights of the Town of Parker acquired by virtue of this Annexation Agreement shall not be affected thereby.

SEACOAST COMMERCE BANK

By: _____

[Please print name/title]

STATE OF _____)
)ss.
COUNTY OF _____)

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

My commission expires: _____.

SEAL

Notary Public

ADDENDUM NO. 1
Property Being Released

The east 435.6 feet of the west 505.6 feet of the north 300 feet of Section 23, Township 6 South, Range 66 West of the 6th Principal Meridian, except that portion deeded to the Board of County Commissioners of the County of Douglas, State of Colorado, recorded March 28, 2002, in Book 2296, at Page 1816, County of Douglas, State of Colorado, which has an address of 10980 Pine Drive, Parker, Colorado 80138.

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

CONSENT AND SUBORDINATION OF LENDER

CMG Mortgage, Inc., as the beneficiary of a deed of trust that is secured against the real property described in Exhibit A (the "Property") and recorded on March 3, 2015, at Reception No. 2015012730 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.

CMG MORTGAGE, INC.

By: _____

[Please print name/title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____, of CMG Mortgage, Inc.

My commission expires: _____.

SEAL

Notary Public

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

CONSENT AND SUBORDINATION OF LENDER

Trust Company of America FBO Jack L. McLaughlin SEP, as the beneficiary of a deed of trust that is secured against the real property described in Exhibit A (the "Property") and recorded on January 9, 2018, at Reception No. 2018002129 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.

**TRUST COMPANY OF AMERICA FBO
JACK L. MCCLAUGHLIN SEP**

By: _____

[Please print name/title]

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____, of Trust Company of America FBO Jack L. McLaughlin SEP.

My commission expires: _____.

SEAL

Notary Public

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

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 August 1, 2018, at Reception No. 2018046440 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/title]

STATE OF _____)
)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 PROPERTY

EXHIBIT B DEVELOPMENT PLAN

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 1255.31 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 1270.09 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.474 ACRES, (412,693 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



EXHIBIT B
MODIFIED COMMERCIAL ZONING

A. Intent

Areas for businesses providing convenience retail and personal service uses. These uses have minimal wholesale activity and limited storage within the principal structure.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

Any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended with the following exceptions which are not permitted in this Modified Commercial zoning: hotels, motels, places of worship, health club, indoor amusement and recreational facilities, institutional services/studios, public or private schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, nursery schools or day care facilities, greenhouses, public or private parking lots, entertainment & amusement facilities, or caretaker residences.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Bank with drive-through.
5. Freestanding Gas Canopy
6. Convenience Store with or without gas station

D. Development Standards

1. Maximum Building Height: 45 feet
2. Minimum Front Yard Setback:
 - a) Pine Drive: 25 feet
 - b) Summerset Lane: 15 feet
 - c) Parking/drive-through: 10 feet
3. Minimum Side Yard Setback: 10 feet.
4. Minimum Rear Yard Setback: 10 feet.

MODIFIED MULTIPLE FAMILY ZONING

A. Intent

Areas for higher density residential development served by public water and sewer facilities and having paved roads.

B. Compliance

All developments within this Modified Multiple Family zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

1. Single-family dwellings; detached and clustered
2. Duplex
3. Single Family Attached*
4. Open Space
5. Accessory buildings and uses
6. Assembly Uses up to 10,000 **

*Single Family Attached is defined as three or more single-family dwelling units, each with its own outside entrance and individual lot, which are joined together by a common or party wall.

**Assembly uses shall include Health Club, Indoor Amusement and Recreational Facility, Instructional Service/Studio, Membership Club, Places of Worship, Child Care Centers

D. Uses Permitted by Special Review

1. None

E. Residential Development Standards

1. Minimum Lot size: To be determined at time of platting.
2. Maximum Density: 20 DU per acre
3. Minimum Density: 5 DU per acre
4. Minimum Setback: To be determined at time of site plan with the following exception.
 - a) The Eastern boundary of the property shall have a 65 foot minimum setback. This setback may include recreational uses such as parks, gardens, and patio areas as an accessory use. No parking is permitted in this setback. This setback may be reduced subject to review and approval of a development plan. The setback must include a 35 foot minimum landscaped buffer as described in Parker Municipal code, section 13.02.010, at the eastern property boundary.
5. Maximum Building Height: Forty-Five feet (45') and no building shall penetrate the elevation ceiling plane which is defined as 15 feet above the Pikeview Lane street pavement elevation of 5971' based on Douglas County GIS point 1.085040

with an elevation of 5917.93' NAVD 88 and Douglas County GIS point 1.090035 with an elevation of 5883.72' NAVD 88. (Street pavement elevation = average of the highest and lowest points along Pikeview Lane.)

F. Non-Residential Development Standards

1. Minimum Lot size: To be determined at time of platting.
2. Minimum Setback: To be determined at time of final plat with the following exception.
 - a) The Eastern boundary of the property shall have a 65 foot minimum setback. This setback may include recreational uses such as parks, gardens, and patio areas as an accessory use. No parking is permitted in this setback. This setback must include a 35 foot minimum landscaped buffer as described in Parker Municipal code, section 13.02.010, at the eastern property boundary.
3. Maximum Building Height: Forty-Five feet (45') and no building shall penetrate the elevation ceiling plane which is defined as 15 feet above the Pikeview Lane street pavement elevation of 5971' based on Douglas County GIS point 1.085040 with an elevation of 5917.93' NAVD 88 and Douglas County GIS point 1.090035 with an elevation of 5883.72' NAVD 88. (Street pavement elevation = average of the highest and lowest points along Pikeview Lane.)

PINE DRIVE
 MAIN STREET
 SOUTH PARKER ROAD

VICINITY MAP
 SCALE: 1" = 2000'

A PARCEL OF LAND BEING A PART OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2015012/29 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 505.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 834.71 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 834.48 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY NORTH 00°25'11" WEST, A DISTANCE OF 327.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.316 ACRES, (275,108 SQUARE FEET), MORE OR LESS.

A PARCEL OF LAND BEING ALL OF THE PARCEL DESCRIBED AT RECEPTION NO. 2013067572 AND A PART OF THE PARCEL DESCRIBED AT RECEPTION NO. 2015012729 BOTH IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 420.60 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°25'11" EAST, A DISTANCE OF 327.37 FEET TO THE NORTHERLY BOUNDARY OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 89°56'19" WEST, A DISTANCE OF 435.59 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 3.159 ACRES. (137,585 SQUARE FEET) MORE OR LESS

1. BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°25'11" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 BETWEEN THE MONUMENTS SHOWN HEREON.

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

3. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO 18-4-508 CRS.

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

5. THE PROPOSED ZONING OF THESE PARCELS IS RESIDENTIAL AND COMMERCIAL.

THIS REZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN
OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON THE _____
DAY OF _____, 20____

PLANNING DIRECTOR, ON BEHALF OF THE TOWN OF PARKER PLANNING COMMISSION

THIS REZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER
ON THE _____ DAY OF _____, 20____, FOR THE PROPERTY DESCRIBED
AS NORTON PROPERTY. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH
THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

I, DANIEL E. DAVIS, A LICENSED PROFESSIONAL LAND 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.

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE:
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL
ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS
USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT
CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY
REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT
SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED
UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

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

RECEPTION NO. _____

COUNTY CLERK AND RECORDER

[illegible]

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

AZTEC
CONSULTANTS, INC.



NORTON REZONING MAP
NW1/4 S23, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

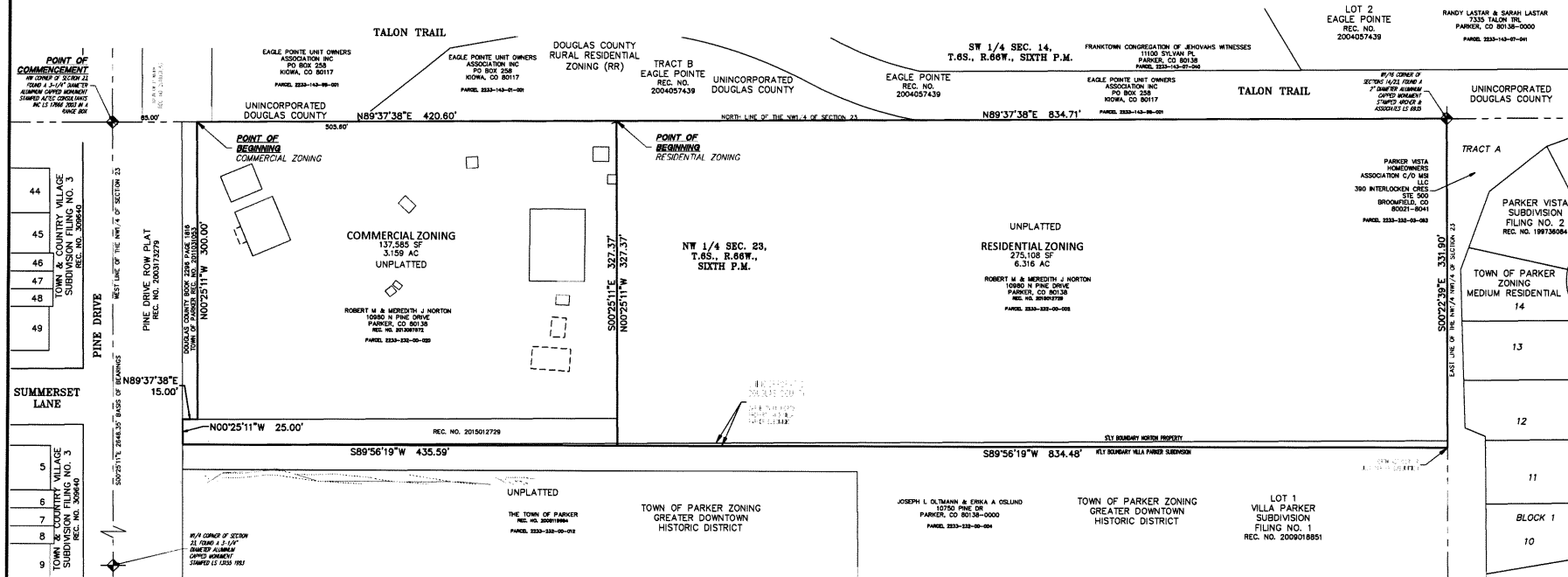
THE TOWN OF PARKER
20120 E. MAINSTREET, PARKER, CO 80138

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OF 2 SHEETS
24918-13
JOB NO.

JOB NO.

NORTON REZONING MAP

TWO PARCELS LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



COMMERCIAL ZONING PARCEL

RESIDENTIAL ZONING PARCEL

SCALE 1"=50'	
DATE 06/07/2018	BY [Signature]
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TO THE TOWN OF PARKER

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 1255.31 FEET TO THE EASTERLY LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EASTERLY LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 1270.09 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 9.474 ACRES, (412,693 SQUARE FEET), MORE OR LESS.

NOTES

- ## 1. BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING SOUTH 00°25'11" EAST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 BETWEEN THE MONUMENTS SHOWN HEREON.

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

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

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

CONTIGUITY

TOTAL PERIMETER = 3197.30'
CONTIGUOUS PERIMETER = 1941.99'
1/6 PERIMETER = 532.88'
TOTAL AREA = 9.474 ACRES±

ACCEPTANCE

ACCEPTED BY THE PARKER TOWN COUNCIL THIS _____ DAY OF _____

_____, 20____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

SURVEYOR'S CERTIFICATE

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

DANIEL E. DAVIS, COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

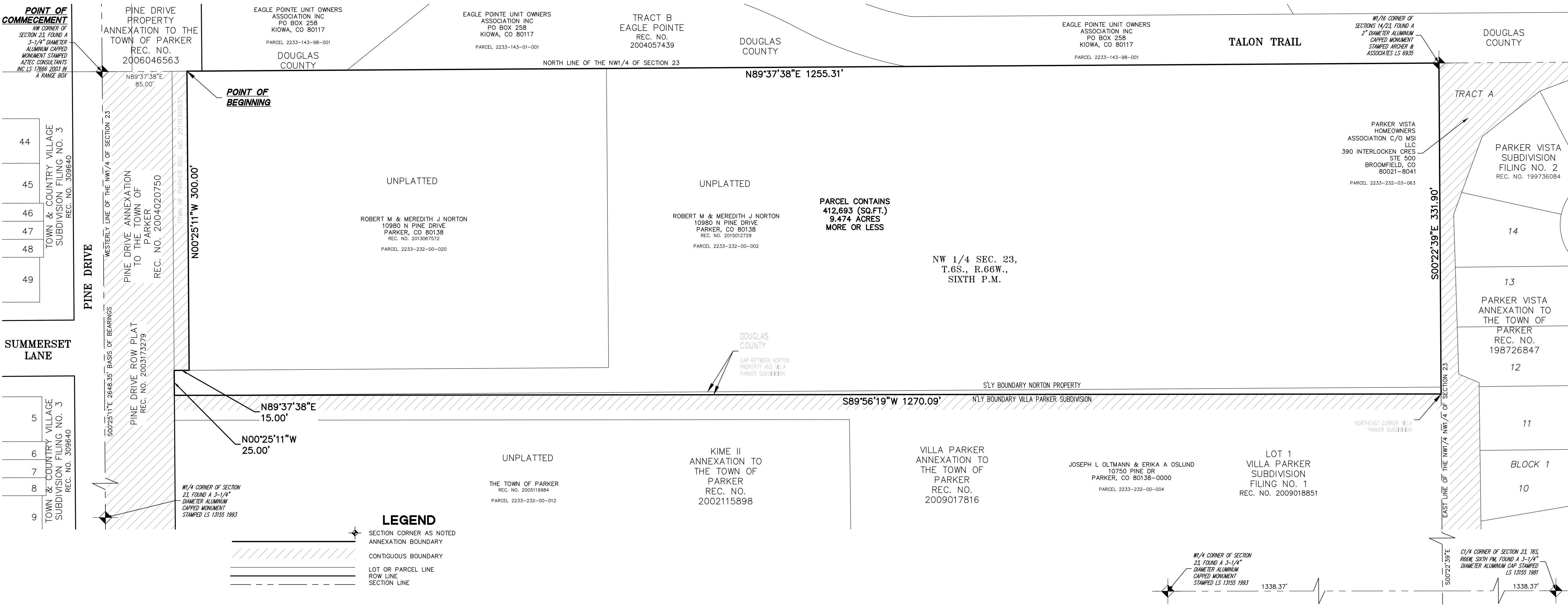
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____

_____ 20_____ A.D., AT _____

A.M./P.M. AND WAS RECORDED AT

RECEPTION NO. _____

COUNTY CLERK AND RECORDER



**8000 S. Lincoln St., Suite 201
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.azfecconsultants.com**



AZTEC
CONSULTANTS, INC.

**NORTON ANNEXATION MAP
TOWN OF PARKER
DOUGLAS COUNTY, COLORADO**

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

SHEET
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24918-13
JOB NO.

ORDINANCE NO. 3.339, Series of 2018

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE NORTON PROPERTY TO MODIFIED COMMERCIAL DISTRICT AND MODIFIED MULTIPLE FAMILY 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, pursuant to the Town of Parker Land Development Ordinance (the “**Exhibit A Property**”), and zoning certain property described in attached **Exhibit B**, within the Town of Parker, Colorado, as Modified Multiple Family, pursuant to the Town of Parker Land Development Ordinance (the “**Exhibit B Property**”). The Exhibit A Property and the Exhibit B Property are collectively referred to 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 Exhibit A Property to Modified Commercial District and Exhibit B Property to Modified Multiple Family, as described in the Parker Land Development Ordinance.

Section 2. The Exhibit A Property is hereby zoned Modified Commercial as described in **Exhibit C** and the Exhibit B Property is hereby zoned Modified Multiple Family, as described in **Exhibit D**, which are attached hereto and incorporated by this reference. The zoning map for the Property is attached as **Exhibit E** and incorporated by this reference.

Section 3. The Zoning Ordinance and Zoning Map for the Town are hereby amended to conform with the zoning changes 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 Norton Zoning - Commercial

A PARCEL OF LAND BEING ALL OF THE PARCEL DESCRIBED AT RECEPTION NO. 2013067572 AND A PART OF THE PARCEL DESCRIBED AT RECEPTION NO. 2015012729 BOTH IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 420.60 FEET;

THENCE DEPARTING SAID NORTH LINE SOUTH 00°25'11" EAST, A DISTANCE OF 327.37 FEET TO THE NORTHERLY BOUNDARY OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 89°56'19" WEST, A DISTANCE OF 435.59 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 3.159 ACRES, (137,585 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



EXHIBIT B

LEGAL DESCRIPTION Norton Zoning - Residential

A PARCEL OF LAND BEING A PART OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 505.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 834.71 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 834.48 FEET;

THENCE DEPARTING SAID NORTHERLY BOUNDARY NORTH 00°25'11" WEST, A DISTANCE OF 327.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.316 ACRES, (275,108 SQUARE FEET), MORE OR LESS.

DANIEL E. DAVIS, PLS
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898



EXHIBIT C
MODIFIED COMMERCIAL ZONING

A. Intent

Areas for businesses providing convenience retail and personal service uses. These uses have minimal wholesale activity and limited storage within the principal structure.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

Any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended with the following exceptions which are not permitted in this Modified Commercial zoning: hotels, motels, places of worship, health club, indoor amusement and recreational facilities, institutional services/studios, public or private schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, nursery schools or day care facilities, greenhouses, public or private parking lots, entertainment & amusement facilities, or caretaker residences.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Bank with drive-through.
5. Freestanding Gas Canopy
6. Convenience Store with or without gas station

D. Development Standards

1. Maximum Building Height: 45 feet
2. Minimum Front Yard Setback:
 - a) Pine Drive: 25 feet
 - b) Summerset Lane: 15 feet
 - c) Parking/drive-through: 10 feet
3. Minimum Side Yard Setback: 10 feet.
4. Minimum Rear Yard Setback: 10 feet.

EXHIBIT D
MODIFIED MULTIPLE FAMILY ZONING

A. Intent

Areas for higher density residential development served by public water and sewer facilities and having paved roads.

B. Compliance

All developments within this Modified Multiple Family zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

1. Single-family dwellings; detached and clustered
2. Duplex
3. Single Family Attached*
4. Open Space
5. Accessory buildings and uses
6. Assembly Uses up to 10,000 **

*Single Family Attached is defined as three or more single-family dwelling units, each with its own outside entrance and individual lot, which are joined together by a common or party wall.

**Assembly uses shall include Health Club, Indoor Amusement and Recreational Facility, Instructional Service/Studio, Membership Club, Places of Worship, Child Care Centers

D. Uses Permitted by Special Review

1. None

E. Residential Development Standards

1. Minimum Lot size: To be determined at time of platting.
2. Maximum Density: 20 DU per acre
3. Minimum Density: 5 DU per acre
4. Minimum Setback: To be determined at time of site plan with the following exception.
 - a) The Eastern boundary of the property shall have a 65 foot minimum setback. This setback may include recreational uses such as parks, gardens, and patio areas as an accessory use. No parking is permitted in this setback. This setback may be reduced subject to review and approval of a development plan. The setback must include a 35 foot minimum landscaped buffer as described in Parker Municipal code, section 13.02.010, at the eastern property boundary.
5. Maximum Building Height: Forty-Five feet (45') and no building shall penetrate the elevation ceiling plane which is defined as 15 feet above the Pikeview Lane street pavement elevation of 5971' based on Douglas County GIS point 1.085040

with an elevation of 5917.93' NAVD 88 and Douglas County GIS point 1.090035 with an elevation of 5883.72' NAVD 88. (Street pavement elevation = average of the highest and lowest points along Pikeview Lane.)

F. Non-Residential Development Standards

1. Minimum Lot size: To be determined at time of platting.
2. Minimum Setback: To be determined at time of final plat with the following exception.
 - a) The Eastern boundary of the property shall have a 65 foot minimum setback. This setback may include recreational uses such as parks, gardens, and patio areas as an accessory use. No parking is permitted in this setback. This setback must include a 35 foot minimum landscaped buffer as described in Parker Municipal code, section 13.02.010, at the eastern property boundary.
3. Maximum Building Height: Forty-Five feet (45') and no building shall penetrate the elevation ceiling plane which is defined as 15 feet above the Pikeview Lane street pavement elevation of 5971' based on Douglas County GIS point 1.085040 with an elevation of 5917.93' NAVD 88 and Douglas County GIS point 1.090035 with an elevation of 5883.72' NAVD 88. (Street pavement elevation = average of the highest and lowest points along Pikeview Lane.)

NORTON REZONING MAP
TWO PARCELS LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

LEGAL DESCRIPTION - RESIDENTIAL ZONING PARCEL

A PARCEL OF LAND BEING A PART OF THAT PARCEL DESCRIBED AT RECEPTION NO. 2015012729 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23,

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 505.60 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 834.71 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER;

THENCE ALONG SAID EAST LINE SOUTH 00°22'39" EAST, A DISTANCE OF 331.90 FEET TO THE NORTHEAST CORNER OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID VILLA PARKER SUBDIVISION FILING NO. 1,
MINOR DEVELOPMENT PLAT SOUTH 89°56'19" WEST, A DISTANCE OF 834.48 FEET:

THENCE DEPARTING SAID NORTHERLY BOUNDARY NORTH 00°25'11" WEST, A DISTANCE OF 327.37 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 6.316 ACRES, (275,108 SQUARE FEET), MORE OR LESS.

LEGAL DESCRIPTION - COMMERCIAL ZONING PARCEL

A PARCEL OF LAND BEING ALL OF THE PARCEL DESCRIBED AT RECEPTION NO. 2013067572 AND A PART OF THE PARCEL DESCRIBED AT RECEPTION NO. 2015012729 BOTH IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER'S OFFICE, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23:

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER NORTH 89°37'38" EAST, A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2011031053; IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°37'38" EAST, A DISTANCE OF 420.60 FEET,

THENCE DEPARTING SAID NORTH LINE SOUTH 00°25'11" EAST, A DISTANCE OF 327.37 FEET TO THE NORTHERLY BOUNDARY OF VILLA PARKER SUBDIVISION FILING NO. 1, MINOR DEVELOPMENT PLAT RECORDED AT RECEPTION NO. 2009018851 IN SAID RECORDS;

THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 89°56'19" WEST, A DISTANCE OF 435.59 FEET TO THE NORTHWEST CORNER THEREOF AND THE EASTERLY RIGHT-OF-WAY OF PINE DRIVE RECORDED AT RECEPTION NO. 2003173279 IN SAID RECORDS;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAYS THE FOLLOWING (3) COURSES:

1. NORTH 00°25'11" WEST, A DISTANCE OF 25.00 FEET;
2. NORTH 89°37'38" EAST, A DISTANCE OF 15.00 FEET;
3. NORTH 00°25'11" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING

CONTAINING AN AREA OF 3.159 ACRES, (137,585 SQUARE FEET), MORE OR LESS.

PLANNING COMMISSION ACCEPTANCE

THIS REZONING MAP WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN
OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON THE _____
DAY OF _____, 20_____

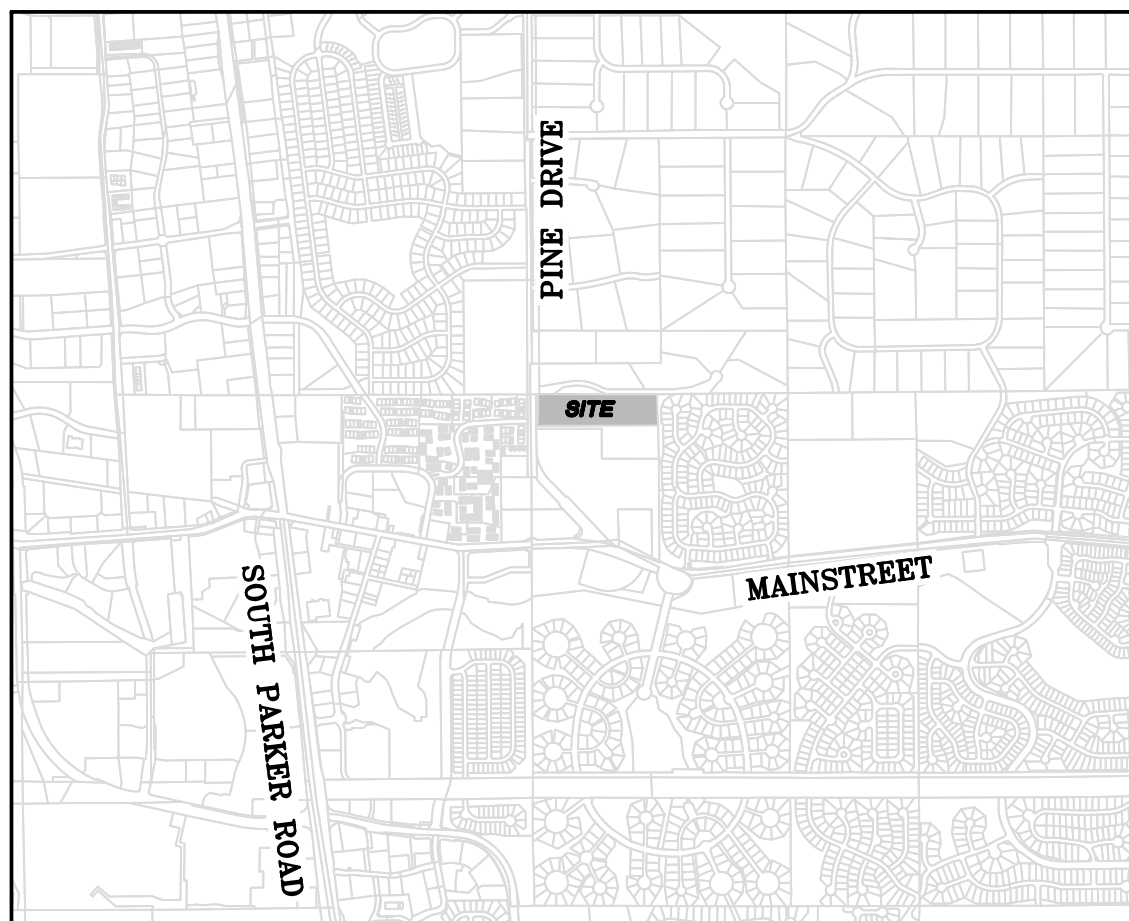
PLANNING DIRECTOR, ON BEHALF OF THE TOWN OF PARKER PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS REZONING MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER
ON THE ____ DAY OF _____, 20____, FOR THE PROPERTY DESCRIBED
AS NORTON PROPERTY. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH
THE ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK



VICINITY MAP
SCALE: 1" = 2000'



SURVEYOR'S CERTIFICATE

I, DANIEL E. DAVIS, A LICENSED PROFESSIONAL LAND 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.

FOR REVIEW

DANIEL E. DAVIS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 38256
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

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

NOTICE:
PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL
ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS
USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT
CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, THE SURVEY
REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT
SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED
UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

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

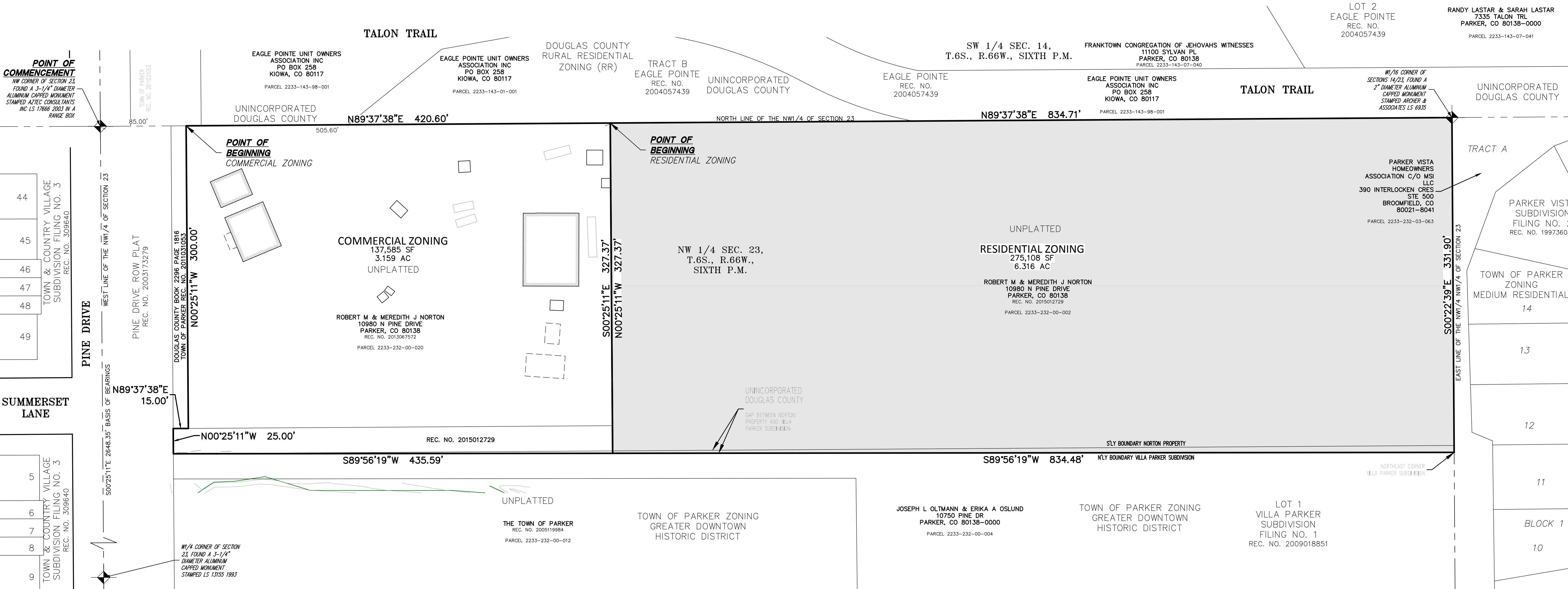
RECEPTION NO. _____

COUNTY CLERK AND RECORDER

NORTON REZONING MAP NW1/4 S23, T6S, R66W, SIXTH PM DOUGLAS COUNTY, COLORADO		AZTEC CONSULTANTS, INC. 300 E. Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1898 Fax: (303) 713-1897 www.aztecconsultants.com		SCALE 1"=50'	
OF	SHEET	DATE		DATE	
2	1	REVISION DESCRIPTION		DATE	
24918-13		BY		DATE	
JOB NO.		APPROVE		DATE	

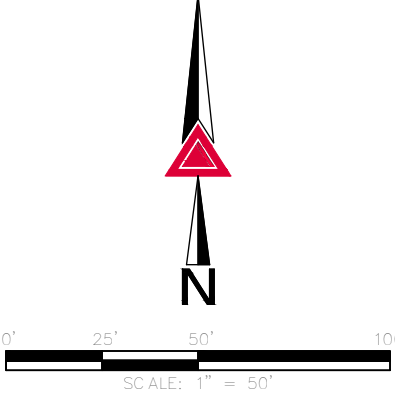
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TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



COMMERCIAL ZONING PARCEL

RESIDENTIAL ZONING PARCEL



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SCALE
1"=50'

OWN

DED

MDW

05/07/2018

DATE

APPR

REVISION DESCRIPTION

BY

DATE

NORTON REZONING MAP

NW1/4 S23, T6S, R66W, SIXTH PM

DOUGLAS COUNTY, COLORADO

PREPARED FOR

THE TOWN OF PARKER

20120 E. MAIN STREET, PARKER, CO 80138

SHEET

2

OF 2 SHEETS

JOB NO.

24918-13

AZTEC

CONSULTANTS, INC.

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



Planning Commission Staff Report

Planning Commission Date: 11/8/2018

Town Council Date: 12/3/2018

Hearing Type: Public Hearing
Z17-005 Norton Property – Zoning

Location: Generally located on the northeast Corner of Pine Drive and Somerset Lane

Project Planner: Stacey Nerger, Planner
Carolyn Parkinson, Planner

Applicant(s): Robert and Meredith Norton

Executive Summary: This proposal is to zone approximately nine acres consisting of two lots to Modified Commercial and Modified Multifamily.

Staff Recommendation: Approval

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:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the zoning 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 to a future date.”

I. BACKGROUND/DISCUSSION

The request is to zone two lots which are currently being annexed into the Town to two separate zoning designations. The property closest to Pine Drive (west property) is approximately 3.16 acres and will be zoned Modified Commercial. The back property (east property) is approximately 6.3 acres and will be zoned Modified Multifamily. The applicant, in coordination with Town staff, has developed the proposed zoning request to fit the demands for the property.

Under Section 15.9 of the Town of Parker Home Rule Charter “[i]n all proceedings for the annexation of territory into the Town, the Council shall require concurrent zoning of the same....”

Vicinity Map



II. PRIOR ACTIONS

Date	Action
August 31, 2016	Town Council approved the Agreement for Possession and Use with the Property Owner which allowed the dedication and construction of Summerset Lane on the property.
June 7, 2017	Town Council approved the First Amendment to the Agreement for Possession and Use.
February 5, 2018	Town Council approved the Second Amendment to the Agreement for Possession and Use.
June 18, 2018	Town Council approved the Third Amendment to the Agreement for Possession and Use.

III. CURRENT SITE DATA

Existing Zoning	Rural Residential (Douglas County)		
Overlay District	N/A		
PD & Plan Area	Modified Commercial and Modified Multifamily (proposed)		
Master Plan Area	East Downtown Gateway		
Site Acreage	9.475 acres		
Subdivision	Not currently subdivided		
Existing Use	Large lot residential with outbuildings		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Douglas County	Rural Residential	Rural Residential
South	East Downtown Gateway	GD - Greater Downtown District	Vacant – Pine Curve
East	Medium Density Residential	PD - Planned Development	Residential – Parker Vista
West	Downtown Core	PD - Planned Development	Multifamily – Town and Country

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	East Downtown Gateway ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	East Downtown Gateway: Provides a transition from the Downtown Core to the suburban residential uses to the east. Development in this area should frame the gateway to the Downtown Core at the intersection of Pine Drive and Mainstreet and then west along Mainstreet to PACE Center Drive.

	Appropriate uses include; higher density residential, office, government, arts and cultural venues, restaurants, retail that compliments residential and unique land uses of the Downtown Core, personal services, as well as parks, open space and other public gathering places. The total Gross Leasable Area for the commercial/office within the East Downtown Gateway should range from a combined 100,000 to 300,000 square feet. The East Downtown Gateway should focus on connecting the Downtown Core and the Sulphur Gulch Trail. The properties are also included within the Mainstreet Master Plan and identified for future mixed-use development.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E Housing and Neighborhoods 3.A Jobs and Economic Vitality 2.B
Staff Analysis	The subject properties are located east of the Downtown core within the East Downtown Gateway area. This area is intended to provide a gateway into the Downtown Core and should include higher density residential along with retail, services and gathering spaces. The proposed property is surrounded on the south, east and west by the Town of Parker. Annexation of this property will benefit the landowners, the Town and the County by consolidating the service areas of the Town and County. The requested zoning is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons: 1. It will encourage a variety of housing densities in close proximity to employment centers within and around the Downtown Core; 2. It will continue commercial uses within and adjacent to the Downtown Core; and 3. It will support new businesses by providing additional land for commercial development. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	Higher density residential	Minimum of 5 units per acre with a maximum of 20 units per acre within the Multifamily designation	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Primary uses include a variety of higher density residential with retail, office, restaurants, arts and cultural venues.	Commercial uses focusing on retail and employment within the commercial area and single-family detached and attached permitted within the multifamily area	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	45 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Parker 2035 Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is consistent with the potential for development as recommended by the Parker 2035 Master Plan.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject properties currently are provided access through the newly constructed Summerset Lane. Summerset Lane will be a full-movement signalized intersection at Pine Drive. At the time of development the applicant will be required to submit a traffic study to determine if additional access is needed. The application will be required to ensure all required roadway improvements are constructed as identified in compliance with an approved traffic study.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Staff Analysis

A need exists for the annexation and zoning of the subject property, for the following reasons:

1. Provide adequate opportunities for expansion of the Town's economic and tax base;
2. Continue urban development within the Town's Urban Growth Boundary;
3. Allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and

4. Promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

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.

Staff Analysis

The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's "Urban Growth Area Boundary." Specifically, the subject properties are located within the East Downtown Gateway area as designated by the Parker 2035 General Land Use Plan, which is planned to provide a mix of commercial and residential uses in close proximity to Parkers Downtown Core. The properties are also included within the Mainstreet Master Plan and identified for future mixed-use development.

The subject properties are to be annexed, zoned and developed in the Town for mixed use. Therefore, the subject properties are appropriate for the proposed mixed-use development.

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

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

N/A

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

Staff Analysis

The subject property is currently zoned Rural Residential within Unincorporated Douglas County. The zoning application for the subject properties is for new zoning as a part of the annexation of the subject properties, in the form of a Modified Commercial and Modified Multifamily. The area surrounding the properties has changed substantially in the last five – ten years with the construction of the Douglas County Library and Discovery Park at the northwest corner of Mainstreet and Pine Drive. In addition, the Parker 2035 Master Plan and the Mainstreet Master Plan identify development for these properties as mixed-use.

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

Staff Analysis

The Town recently constructed Summerset Lane on the south side of the subject properties.

Summerset Lane will provide full-movement signalized access to Pine Drive. At the time of development, the applicant will be required to construct any additional auxiliary lanes necessary for their development as identified within the traffic study for the properties.

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.

Staff Analysis

The public improvements necessary to support the subject properties are currently in place. Any construction on the subject properties will be considered private and will be privately maintained.

As evidenced by the inclusion of the subject properties in the Town's Growth Boundary, the Town is prepared to meet the additional municipal service costs associated with the subject properties.

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

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

Staff Analysis

The subject properties are currently underutilized with residential buildings and ancillary agricultural buildings, as development occurs on the property over time, the developer will be required to work with the Town's Engineering Department to ensure that any environmental impacts are mitigated.

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.

Staff Analysis

As detailed in Section IV of this staff report, the proposed Modified zoning is consistent with the Parker 2035 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.

Staff Analysis

The properties are surrounded on the south, east and west by existing residential uses with a plan for mixed-use to the south.

Adequate services are located within the area and will be available to the properties at the time of development. The properties have been included and will be served by the Parker Water and Sanitation District.

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

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	Infrastructure obligations associated with this project will be codified within the Annexation Agreement.
Aztec Consultants	Completed
Parker Building	No Comment
Fire Life Safety	No Comment
Douglas Country Planning	Enclave Annexation, no Comment
Douglas County Public Works	No Comment
Douglas County Assessor's Office	No Comment
Douglas County School District	The School District has established fees for mitigation and cash-in-lieu for the proposed multifamily development.
Parker Police	No Comment
Parker Comprehensive Planning	The property is located within the Town's Urban Growth Boundary as described within the Parker 2035 Master Plan and is located within the Downtown Core.
Parker Economic Development	Approved
Xcel	Public Service Company has existing natural gas distribution facilities throughout the area and has no objection to the proposed annexation and zoning, contingent upon their ability to maintain all existing rights.
IREA	The Association has existing facilities on the property and will maintain these facilities unless otherwise requested by the applicant.
CenturyLink	Approved
Centennial Airport	The property is approximately 5.2 miles from the closest runway and may be subject to numerous overflights. The Authority recommends an aviation easement for development.
Comcast	No Comment
Cherry Creek Basin Water Quality Authority	No exceptions taken as submitted.
Parker Water and Sanitation District	Approved
RTD	No Comment
Parker Vista HOA	No Comment

Town and Country HOA	No Comment
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IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code. The application has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that Planning Commission recommend Town Council approve the zoning request.

RECOMMENDED CONDITIONS

None

X. ATTACHMENTS

1. Modified Commercial Zoning
2. Modified Multifamily Zoning
3. Zoning Map
4. Referral Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

EXHIBIT C
MODIFIED COMMERCIAL ZONING

A. Intent

Areas for businesses providing convenience retail and personal service uses. These uses have minimal wholesale activity and limited storage within the principal structure.

B. Compliance

All developments within this Modified Commercial zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

C. Uses Permitted by Right

Any use within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended, that is not specifically described in this exhibit shall be prohibited in this district.

1. Any nonresidential uses by right permitted in B-Business District as defined in Section 13.04.100 of the Town of Parker Land Development Ordinance, as amended with the following exceptions which are not permitted in this Modified Commercial zoning: hotels, motels, places of worship, health club, indoor amusement and recreational facilities, institutional services/studios, public or private schools, hospitals, nursing homes, convalescent care facilities, extended stay facilities, public or private membership clubs, nursery schools or day care facilities, greenhouses, public or private parking lots, entertainment & amusement facilities, or caretaker residences.
2. Bakeries, wholesale & retail
3. Brewery/distillery
4. Bank with drive-through.
5. Freestanding Gas Canopy
6. Convenience Store with or without gas station

D. Development Standards

1. Maximum Building Height: 45 feet
2. Minimum Front Yard Setback:
 - a) Pine Drive: 25 feet
 - b) Summerset Lane: 15 feet
 - c) Parking/drive-through: 10 feet
3. Minimum Side Yard Setback: 10 feet.
4. Minimum Rear Yard Setback: 10 feet.

EXHIBIT D
MODIFIED MULTIPLE FAMILY ZONING

A. Intent

Areas for higher density residential development served by public water and sewer facilities and having paved roads.

B. Compliance

All developments within this Modified Multiple Family zoning district must comply with the requirements specified in Section 13.06 of the Town's Land Development Ordinance, as amended by the following standards. Where the following standards vary from the Town's Land Development Ordinance, the following standards shall take precedence.

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**Assembly uses shall include Health Club, Indoor Amusement and Recreational Facility, Instructional Service/Studio, Membership Club, Places of Worship, Child Care Centers

D. Uses Permitted by Special Review

1. None

E. Residential Development Standards

1. Minimum Lot size: To be determined at time of platting.
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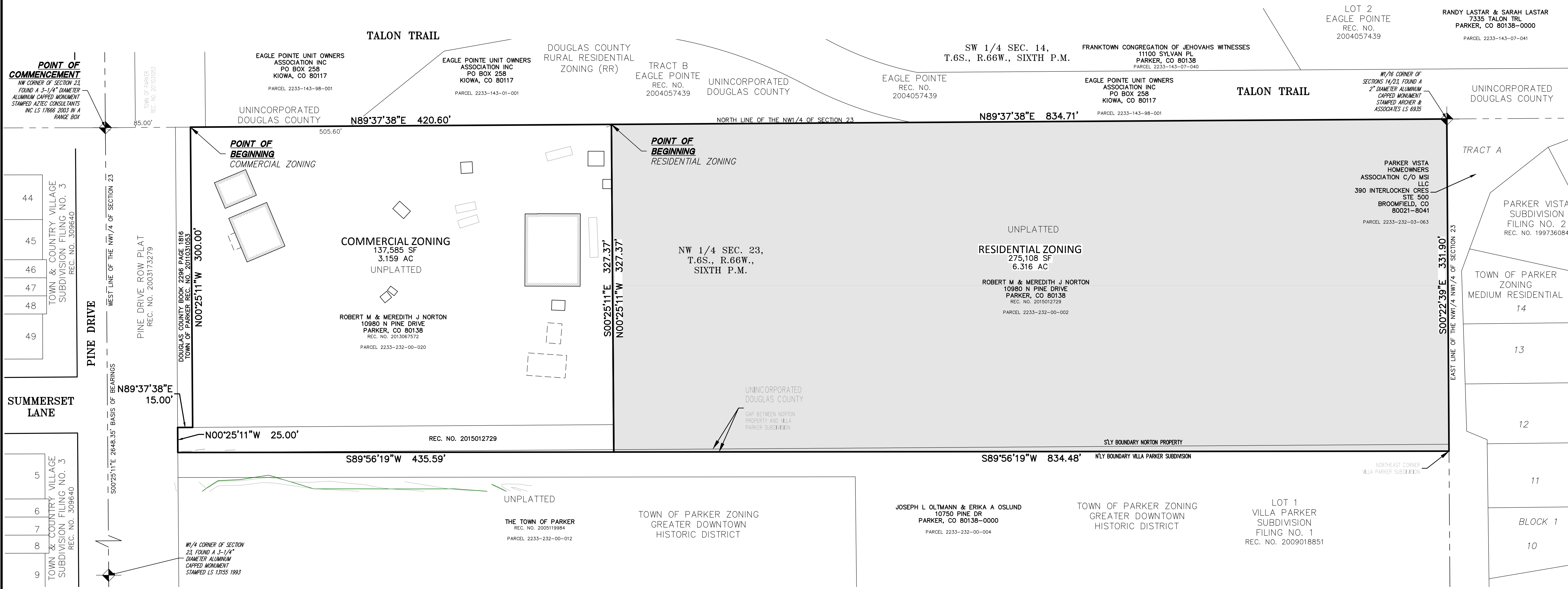
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NORTON REZONING MAP

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



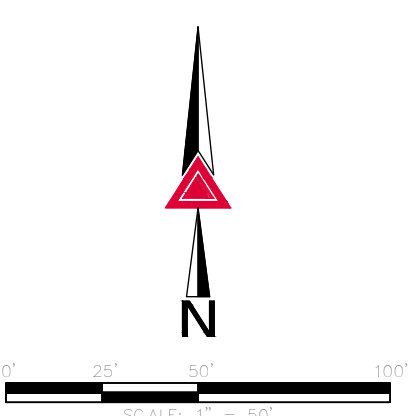
44	TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 3 REC. NO. 309640
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SUMMERSET LANE

5	TOWN & COUNTRY VILLAGE SUBDIVISION FILING NO. 3 REC. NO. 309640
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COMMERCIAL ZONING PARCEL

RESIDENTIAL ZONING PARCEL



FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC.

SCALE
1"=50'

OWN

MDW

DED

DATE

05/07/2018

REVISION DESCRIPTION

BY

DATE

NORTON REZONING MAP
NW1/4 S23, T6S, R66W, SIXTH PM
DOUGLAS COUNTY, COLORADO

PREPARED FOR
THE TOWN OF PARKER
20120 E. MAIN STREET, PARKER, CO 80138

SHEET
2

OF 2 SHEETS

24918-13
JOB NO.

REFERRAL AGENCY COMMENTS

Aztec Consultants

Z17-005

Review Type **AzTec Consultants, Inc. 15**

Reviewer **Dean Cates** ▼

Date Sent **12/18/2017**  Today

Date Due **1/2/2018**  Today

Status **COMPLETED** ▼

Remarks

Date Returned **12/22/2017**  Today

Add to Timesheet

 **Add Standard Notes**

Town of Parker Building

Z17-005

Review Type **Building 20**

Reviewer **Randy Sale** ▼

Date Sent **3/17/2017**  Today

Date Due **4/14/2017**  Today

Status **NO COMMENT** ▼

Remarks

Date Returned **3/29/2017**  Today

Add to Timesheet

 **Add Standard Notes**

Centennial Airport

Dylan Heberlein

**Centennial
Airport 20**

Dear Ms. Parkinson,

Thank you for the opportunity to review ANX17-001 / Z17-005, plan to annex and rezone to non-residential zone district. We have the following comments to make on the project:

- The proposed development lies approximately 5.2 miles from the closest runway at Centennial Airport and is located near the Airport Influence Area (AIA). The proposed development may be subjected to numerous aircraft overflights and their associated effects. These effects include, but are not limited to: noise, smoke, dust, fumes and vibrations.
- An avigation easement is recommended for development within/near the AIA. Additionally, please provide book and page number of the avigation easement and include the airport in the vicinity map.
- Any objects on the site (including cranes used during construction) that penetrate a 100:1 slope from the nearest point of the nearest runway, penetrates the FAA Part 77 airspace surface, impede signals associated with navigational equipment or any other reason the FAA deems necessary will require the filing and approval of FAA Form 7460-1. This form may take 90 days or more for approval. Please visit <https://oeaaa.faa.gov> to utilize the notice criteria tool to confirm filing requirements and to file the FAA Form 7460-1. Please note that this is a State and Federal regulatory requirement. We estimate the max allowable height to remain below the 100:1 slope at this location is 107 feet above ground level. Any object above this height will require the filing and approval of a FAA form 7460-1. Runway endpoint data is available from the Airport for engineering calculations. In addition, please have crane operators advise the airport prior to erecting any cranes.

3/23/2017 9:13:34 AM

CenturyLink Communications

Z17-005

Review Type **CenturyLink Communications 20**

Reviewer **Dustin Pulciani** ▼

Date Sent **3/17/2017**  Today

Date Due **4/14/2017**  Today

Status **APPROVED** ▼

Remarks

Date Returned **4/13/2017**  Today

Add to Timesheet

 **Add Standard Notes**

Cherry Creek Basin Water Quality Authority

REVIEWS

Jim Swanson

Cherry Creek Basin Water Quality Authority 20

No exceptions taken as submitted.

4/3/2017 4:30:52 PM

Comcast

No comments submitted

Town of Parker Comprehensive Planning

REVIEWS

Bryce Matthews

**Comprehensive
Planning 20**

The Parker 2035 Master Plan shows these properties as Downtown Core. Downtown Core generally recommends:

'...The Downtown Core acts as a 'mixed-use neighborhood' that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services, as well as parks and other gathering places for community events...

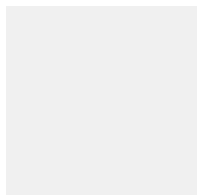
The Downtown should be compact and walkable. In order to maintain Downtown as a vibrant and attractive 'destination', attention needs to be directed to development intensity, diverse land uses, building height and architectural design. These are critical elements in creating a sustainable downtown core for our growing population'

Chapter 8 Housing and Neighborhoods Strategy 1A states:

'When reviewing development proposals adjacent to and within existing neighborhoods, ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.'

The proposed zoning responds to a mix of uses and Strategy 1A of the Master Plan. Please continue to work with your case manager to ensure that the proposed zoning complies with the Parker 2035 Master Plan.

4/14/2017 5:14:34 PM



Douglas County Assessor

ANX18-003

Review Type **Douglas County Assessors Office 20**

Reviewer **Brooke Decker** ▼

Date Sent **5/17/2018**  Today

Date Due **6/15/2018**  Today

Status **NO COMMENT** ▼

Remarks

Date Returned **6/12/2018**  Today

Add to Timesheet

 **Add Standard Notes**

Douglas County Planning & Public Works

No comments submitted

Douglas County School District

Good morning,

Per your request, attached are school land dedication and voluntary capital mitigation calculations for Norton PD Annexation and Rezoning. Also attached is a copy of our prior referral letter regarding the application.

As you know, DCSD calculates student generation based on proposed residential density. In reviewing the documents provided, we notice that rezoning allows a range of residential uses from a minimum of 5 DU's/acre to 20 DU's/acre. With this in mind, we have taken the liberty of providing the aforementioned calculations for both the minimum and maximum densities. The results are as follows:

Multi- Family Residential

- 5 Du's/ acre on 6.2267-acres = 31 DU's
- School Land Dedication Acreage for Cash-in-Leu of Fees = 0.462-acres
- Voluntary Capital Mitigation = \$340 per dwelling unit.

Single-Family Residential

- 5 Du's/ acre on 6.2267-acres = 125 DU's
- School Land Dedication Acreage for Cash-in-Leu of Fees= 0.660-acres
- Voluntary Capital Mitigation = \$2803 per dwelling unit.

Please note, as stated in the attached referral letter, at the subdivision and site plan stage, DCSD will evaluate each subdivision and/or site plan application and provide to the Town of Parker school land dedication and voluntary capital mitigation calculation figures based on the then current information.

Economic Development

Z17-005

Review Type	Economic Development 20		
Reviewer	Matt Carlson ▼		
Date Sent	3/17/2017		Today
Date Due	4/14/2017		Today
Status	APPROVED ▼		
Remarks			
Date Returned	3/17/2017		Today
Add to Timesheet			

 Add Standard Notes

Town of Parker Engineering

REVIEWS

Alex Mestdagh

Infrastructure obligations associated with this annexation will be codified in the Annexation Agreement for the property. This will be coordinated with Community Development and a draft agreement provided to the applicant.

4/27/2017 11:11:28 AM

**PLANNED
DEVELOPMENT /
ZONING PLAN - PW**

IREA

REVIEWS

Brooks Kaufman

**IREA
20**

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

The Association has existing overhead electric facilities on the subject property. The Association will maintain these existing utility easements and facilities unless otherwise requested by the applicant to modify them under the Association's current extension policies.

The Association is requesting the Town of Parker notify the undersigned after approval of the proposed annexation has been finalized. This notification will allow our mapping department to make the necessary changes to keep our mapping system and Town of Parker franchise agreement updated.

4/7/2017 11:25:32 AM

Town of Parker Fire Life Safety

Z17-005

Review Type	FIRE LIFE SAFETY 20	
Reviewer	Randy Capra ▼	
Date Sent	3/17/2017	Today
Date Due	4/14/2017	Today
Status	NO COMMENT ▼	
Remarks		
Date Returned	3/20/2017	Today
Add to Timesheet		

Add Standard Notes

Parker Water and Sanitation District

REVIEWS

Drayton Sanderson

Parker Water and Sanitation District 20

Approved for rezoning only.

3/20/2017 8:36:24 AM

Parker Vista HOA

No comments submitted

Town of Parker Police

No comments submitted

Public Service Company

REVIEWS

Donna George

**Public
Service
Company of
Colorado 20**

Public Service Company of Colorado has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities.

The property owner/developer/contractor must contact the Builder's Call Line at 1-800-628-2121 or <https://xcelenergy.force.com/FastApp> (register, application can then be tracked) and complete the application process for any new natural gas service. It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center at 1-800-922-1987 to have all utilities located prior to any construction.

RTD

No comments submitted

Town and Country HOA

No comments submitted



Request for Town Council Action

Date: December 3, 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. 18-088**
A Resolution to Adopt an Update of the Parker 2035 Master Plan

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

EXECUTIVE SUMMARY

The Community Development Department proposes to update the Parker 2035 Master Plan to incorporate minor revisions to the Plan and to include an update of the General Land Use Plan Map. The Parker 2035 Master Plan is a living document that is updated from time-to-time to reflect Town Council policies, address issues of public interest and incorporate updates to guide zoning regulations.

On November 8, 2018, the Planning Commission recommended that Town Council adopt the update to the Parker 2035 Master Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2005, the Town adopted the Parker 2025: Changes and Choices Master Plan. This Plan was subsequently updated as the Parker 2035: Changes and Choices Master Plan and adopted in 2012. The Town's Master Plan serves as a policy framework for decision-making and provides direction to achieve the Town's vision for growth and development. The Plan also addresses the Town Charter requirement of "a master plan for the physical development of the Town and areas adjacent thereto."

Community Outreach Activities

As part of this update, staff conducted a number of community outreach activities which included a public notice that was published in the Douglas County News Press; public postings of the redlined document on the Town's website; issuance of a press release; and social media posts to seek inform the public and seek public comments. A community open house was held on November 7, 2018, that was well attended by residents, Town Council and members of the Planning Commission.

Proposed Changes to the Master Plan

The proposed updates to the Plan generally fall into the following categories and are detailed below:

Chapter 2 – Understanding the Context of our Future Decisions: Changed the Urban Growth Boundary (UGB) to Planning Area and removed Intergovernmental Agreement (IGA) references.

Chapter 4 – Purpose of the Master Plan: Added references to the Town of Parker Transportation Master Plan and the new Parks, Recreation and Open Space Master Plan. Added a section entitled Town Council Policies Regarding the Plan.

Chapter 6 – Land Use: The General Land Use Map has been updated; added a reference to the Mainstreet Master Plan; and clarified that commercial uses are required in Neighborhood and Community Centers.

Chapter 10 – Transportation, Goals and Strategies: Added a strategy to ensure that the new Complete Streets Policy is utilized.

Chapter 13 – Open Space and Recreation: Updated Strategy 1.A. to reference the Parks, Recreation and Open Space Master Plan.

Detailed Description of Changes

Changes to Chapter 2: The reference to the Town's UGB has been changed and will now be known as the Town's Planning Area boundary. On May 14, 2018, the Town of Parker and Douglas County IGA and Comprehensive Development Plan was terminated. The IGA stipulated an agreed upon UGB for the Town and the Planning Area boundary will replace it with a similar concept to organize growth and development in the long-term

Changes to Chapter 4: The Master Plan is used in conjunction with a number of regulatory and advisory planning documents to inform decision-making by the Town Council, Planning Commission and Town staff. Chapter 4 will now include references to the Town of Parker Transportation Master Plan and the Parks, Recreation and Open Space Master Plan which have

been adopted in recent years.

Additionally, proposed language describing the Town Council Policies regarding the Plan has been added to Chapter 4. The update explains that there may be times when the Plan will require additional clarification; and that Town Council may adopt policies to provide needed clarification or provide additional direction to help guide property owners, applicants and the public during the development review process.

Changes to Chapter 6: The General Land Use Plan Map has been revised and replaced by an updated map with the following:

Changes to the Character Areas: The Downtown Core and East Downtown Gateway Character Areas have been merged into a new Character Area entitled the Mainstreet Master Plan Area. The land use and character description for the Plan Area references the Mainstreet Master Plan and is generally described as follows:

Mixed-Use Housing: Encourages first-floor active commercial uses and higher density housing on the upper floors to create a mixed-use environment that fosters a lively and pedestrian-friendly Downtown.

High-Quality Development: Emphasizes the Town's desire for high- quality, appropriately scaled development that includes public spaces for people to gather. The focus will be on:

1. **Streetscapes:** street trees, public art, street furnishings and hardscape;
2. **Building Heights:** buildings will be permitted to reach a height of five-stories; and
3. **Architecture:** high-quality building materials to be used in the design of authentic and diverse architecture.

Changes to the Community and Neighborhood Centers: The Neighborhood and Community Centers section has been updated to further clarify the uses and character of these areas required to serve the community. The current text describes Neighborhood Centers and Community Centers with commercial and residential references, however, as currently written does not provide guidance regarding appropriate ratios of each use. To provide additional guidance, the description of the Centers is revised to clarify the Town's goal of ensuring that land at key intersections is zoned and developed for commercial use to support residential neighborhoods.

Neighborhood Centers will be required to have no less than 33 percent or eight (8) acres; and Commercial Centers will have no less than 33 percent or 20 acres (whichever is greater), of total land area zoned and developed for commercial, retail, service and restaurant use. Areas zoned for mixed-use shall be incorporate a minimum of 33 percent commercial use which may be reduced if developed as vertical mixed-use. These new standards are based on the current Master Plan recommendations for Neighborhood and Community Centers while reflecting

projected commercial development patterns in the future.

Change to Chapter 10 – Transportation, Goals and Strategies: A new Strategy 2.E. has been added to the Goals and Strategies section to highlight the recently adopted Complete Streets Policy. The Strategy states: "Ensure that the Town's Complete Streets Policy is utilized in the prioritization, design and construction of all Town-wide transportation facilities."

Changes to Chapter 13 – Open Space and Recreation: Strategy 1.A. has been updated to reference the Parker Parks, Recreation and Open Space Master Plan.

The proposed updates to the Parker 2035 Master Plan incorporate revisions that will improve policy direction and better respond to certain growth and development issues.

The next major update to the Parker 2035 Master Plan is projected for 2021 and will include results from the 2020 Census, other relevant updates and extensive community outreach efforts.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 18-088

RECOMMENDED MOTION

I move to approve Resolution No. 18-088, as part of the consent agenda.

RESOLUTION NO. 18-088, Series of 2018

TITLE: A RESOLUTION TO ADOPT AN UPDATE OF THE PARKER 2035 MASTER PLAN

WHEREAS, pursuant to C.R.S. § 31-23-206, it is the duty of the Town of Parker Planning Commission (the "Planning Commission") to make and adopt a master plan for the physical development of the municipality;

WHEREAS, pursuant to C.R.S. § 31-23-207, the master plan shall be made with the general purposes of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs, best promote health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provisions for traffic, the promotion of safety from fire, floodwaters and other dangers, adequate provisions for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditure of public funds, and the promotion of energy conservation and adequate provisions of public utilities and other public requirements;

WHEREAS, pursuant to C.R.S. § 31-23-208, the Planning Commission may adopt the master plan as a whole by a single resolution or may, by successive resolutions, adopt successive parts of the plan, and may adopt any amendments or extensions thereof or additional thereto;

WHEREAS, pursuant to Section 6.3 of the Town of Parker Home Rule Charter, the Planning Commission shall prepare and submit to the Town Council the update of the Master Plan for approval by Town Council;

WHEREAS, the Town of Parker and Douglas County Intergovernmental Agreement ("IGA") and Comprehensive Development Plan ("CDP") were terminated on May 14, 2018, and are no longer in effect, and the Parker 2035 Master Plan needs to be revised to reflect the removal of the reference to the IGA and CDP and renaming of the "Urban Growth Boundary" to the Town's "Planning Area;"

WHEREAS, the Town Council approved Resolution No. 14-023 adopting the Parker Transportation Master Plan as part of the Town of Parker 2035 Master Plan on June 16, 2014, and the Parker 2035 Master Plan needs to be revised to reference the Transportation Master Plan, as part of the Town of Parker 2035 Master Plan;

WHEREAS, the Town Council approved Resolution No. 15-047 adopting the Town of Parker Mainstreet Master Plan, as part of the Town of Parker 2035 Master Plan on September 21, 2015, and the Parker 2035 Master Plan needs to be revised to reference the Plan;

WHEREAS, the Town Council approved Resolution No. 18-014 adopting the Town of Parker Parks, Recreation & Open Space Master Plan 2018-2022, as part of the Town of Parker 2035 Master Plan on February 20, 2018, and the Parker 2035 Master Plan needs to be revised to reference the Plan;

WHEREAS, the Town Council approved Resolution No. 18-078 adopting the Town of Parker Complete Streets Policy on November 5, 2018, and the Parker 2035 Master Plan needs to be revised to reference the Policy;

WHEREAS, the Parker 2035 Master Plan is designed to be a living document that provides broad policy guidance and there will be times that the Plan will require additional clarification to further expand upon the intent of the Plan and the Parker 2035 Master Plan needs to be revised to clarify that Town Council may from time to time adopt policies that are intended to provide further clarification and additional direction as they apply to the policies, goals and strategies set forth in this Plan;

WHEREAS, the Parker 2035 Master Plan General Land Use Plan designates Community, and Neighborhood Centers as mixed use centers that support the Town's neighborhoods and these sections do not provide guidance regarding the desired mix of uses, such as preservation of a certain amount of commercial land, and it has been determined by the Town that the following reservations of commercial land are appropriate to maintain a healthy mix of land uses in these Centers;

- Neighborhood Centers will be required to have no less than thirty-three percent (33%) or eight (8) acres (whichever is greater), of total land area zoned and developed for commercial, retail, service and restaurant use. Mixed-use zoned areas shall be a minimum of thirty-three percent (33%) commercial which may be reduced if developed as vertical mixed-use; and
- Commercial Centers will have no less than thirty-three percent (33%) or twenty (20) acres (whichever is greater), of total land area zoned and developed for commercial, retail, service and restaurant use. Mixed-use zoned areas shall be a minimum of thirty-three percent (33%) commercial which may be reduced if developed as vertical mixed-use; and

WHEREAS, the Planning Commission held a public hearing on November 8, 2018, and recommended to the Town Council approval of the Town of Parker 2035 Master Plan update;

WHEREAS, the Town Council held a public hearing on December 3, 2018, and approved the updates to the Town of Parker 2035 Master Plan.

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 updates to the Town of Parker 2035 Master Plan, as recommended for adoption by the Town of Parker Planning Commission, which Master Plan update is attached hereto as **Exhibit A** and incorporated herein by this reference.

Section 2. A copy of the updated Town of Parker 2035 Master Plan shall be filed with the Douglas County Clerk and Recorder.

RESOLVED AND PASSED this _____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



2035



PARKER
COLORADO



CHANGES AND CHOICES



Acknowledgments

This ‘Parker 2035: Changes and Choices’ is the result of two years of dedicated work on the part of so many people and organizations. In addition to the individuals listed below, the Town would like to thank the previous Town Council, Planning Commission, organizations and citizens that collaborated to develop the ‘Parker 2025: Changes and Choices’ Plan in 2005. The ‘Parker 2025: Changes and Choices’ Plan serves as the foundation for this update. The Town would also like to thank the citizens that participated in the public outreach effort for this ‘Parker 2035: Changes and Choices’ Plan, which would not be complete without their guidance, assistance and valuable input.

Parker Town Council

David Casiano, *Mayor*
Mike Waid, *Mayor Pro Tem*
Lisa Coe
Amy Holland
Scott Jackson
Gary Lasater
Josh Martin

Planning Commission

John Anderson, *Chair*
Aaron Pollock, *Vice Chair*
Erik Glenn
Josh Maida
Christine Walker
Ralph Hubbard, *Alternate*
James Kawamura, *Alternate*
Sasha Levy, *Alternate*

Town of Parker Staff

G. Randolph Young, *Town Administrator*
Jim Maloney, *Town Attorney*
Jim Cleveland, *Acting Deputy Town Administrator*
Fred Starr, *Community Development Director*
Bryce Matthews, *Comprehensive Planning Manager*
Mary Munekata, *Planner*
Elise Penington, *Community Affairs Director*
Tim Tonelli, *GIS Coordinator*
John Hall, *Economic Development Director*
Jeannene Bragg, *Cultural Director*

Participating Consultants

Kezziah Watkins, *Public Outreach*
Quinby Clune Design, *Graphic Design*

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Community Profile

PINE GROVE TO PARKER: AN HISTORICAL OVERVIEW

In 1858, gold was discovered in Colorado and during the next year, over 100,000 people followed the trails here in search of their fortunes. As the focus changed from gold to land, small towns and settlements sprang up, including our own 'Pine Grove'. Pine Grove traces its beginnings back to 1862 when Alfred Butters built a one-room building in a grove of pine trees about a mile south of the present-day Mainstreet. The cabin became a place to purchase provisions and a refuge for weary travelers. Although it was not a post office as we recognize one today, messages and letters could be left there for other travelers. In 1864, the 'post office' was sold and moved to the 20-Mile House site in present-day Parker. The 20-Mile House was the sixth in a series of mile houses (or way stations) on the Cherokee Trail between Denver City and Pine Grove. The Cherokee Trail followed Cherry Creek into Denver and brought travelers from many southern and eastern states using the Arkansas River route. Later, the Smoky Hill South Trail, a more direct but problematic route, brought in people from the Missouri River area.



In 1882, a railroad, the Denver & New Orleans, began serving the area. The depot was named Parker's, no doubt because James Sample Parker had given a 100-foot right-of-way across his land to the railroad. That same year, the post office was renamed Parker to end confusion over another Pine Grove in the State, and this area began to be called Parker, Colorado.

Our goal is to maintain the "hometown feel" that is important to our citizens.



Although the railroad provided some impetus for growth in the town, significant progress really began in 1897 when the Littleton Creamery was built. By the turn of the century, Parker boasted a hotel, post office, two blacksmith shops, railroad depot, section house, water tower and pump house, three mercantile stores, dry goods store, saloon, livery stable, brick works, stockyard, creamery, barber shop, school and some homes. After its initial growth period, the town went into a slump. In 1931, the railroad stopped running and in the 1940s, the population was down to 150.

Parker grew slowly over the subsequent five decades with several ups and downs in its economy. In 1981, the Town incorporated with one square mile of land and a population of 285. During the 1980's the town saw a rapid increase in population that transformed a rural crossroads community to a small town of more than 6,000 people in 1990. The population boom continued to grow from approximately 23,000 people in 2000 to roughly 46,000 in 2012. Today, Parker is no longer among the fastest growing communities in the United States, however, the Town is currently growing, but at a much more modest pace. Although the town is expected to grow by another 11,000 people in the next 25 years, our goal is to still maintain the 'home town feel' that is important to our citizens.



PARKER'S PLACE IN THE REGION

The Town of Parker encompasses 20.8 square miles and is located in northern Douglas County twenty miles southeast of Denver (see Figure 1A). Figure 1B provides a snapshot of Parker's ~~Urban Growth Boundary~~ **Planning Area (PA)** as compared to neighboring jurisdictions.

Between 2000 and 2010, Douglas County's population grew 62% which placed it among the fastest growing counties in the United States. Parker had a growth rate of 92% during the past decade.

Between 2000 and 2010, Douglas County was the 16th fastest growing county in the nation, and the fastest growing county in the State.

Figure 1A: **Vicinity Map**

Source: Town of Parker

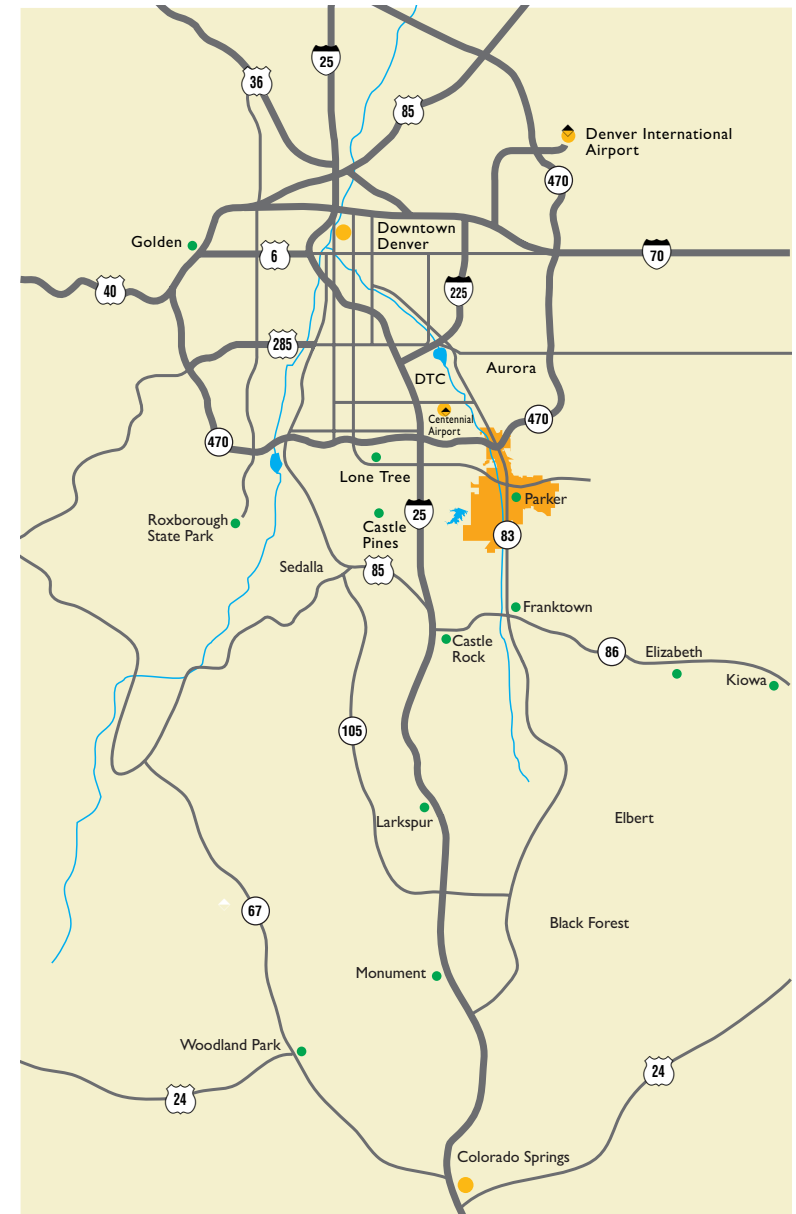
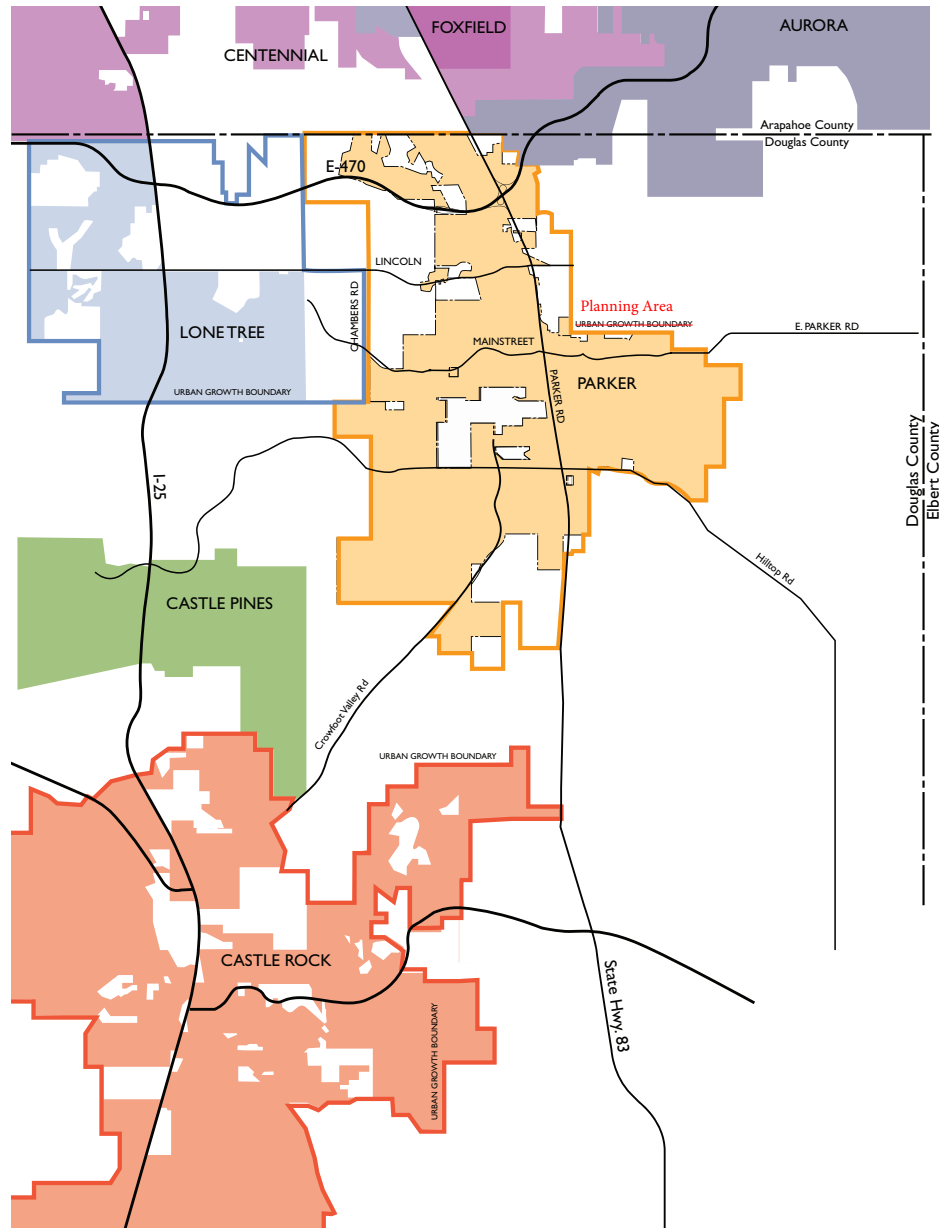


Figure 1B: **Parker's Relationship to Neighboring Jurisdictions**

Source: Town of Parker



Although our growth has been significant, Parker is still a prime location for individuals looking for a small town setting, separate from the Denver Metro area with easy access to major employment centers such as the Denver Technological Center (DTC). In addition to Parker's close proximity to urban areas and employment centers, our community boasts a clean environment, natural beauty, views to the Rocky Mountains and accessibility to a wide range of recreational amenities including hiking along the Cherry Creek corridor which bisects the Town.



DEMOGRAPHIC AND ECONOMIC PROFILE

Who Lives in Parker Today

Residents of Parker are generally more apt to be married than residents of the State as a whole (62.8%) and more apt to have young families (49.3%) (see Figures 1C and 1D).

Parker has a higher percentage of residents with some college education (83%) compared to the region and the State (see Figure 1E).

Figure 1C: **Marital Status, 2005-2009**

Source: US Census

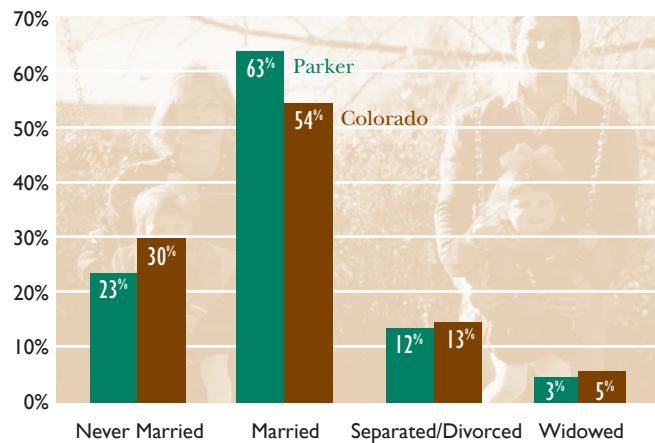


Figure 1D: **Percentage of Households with Persons Younger than 18, 1990-2010**

Source: US Census

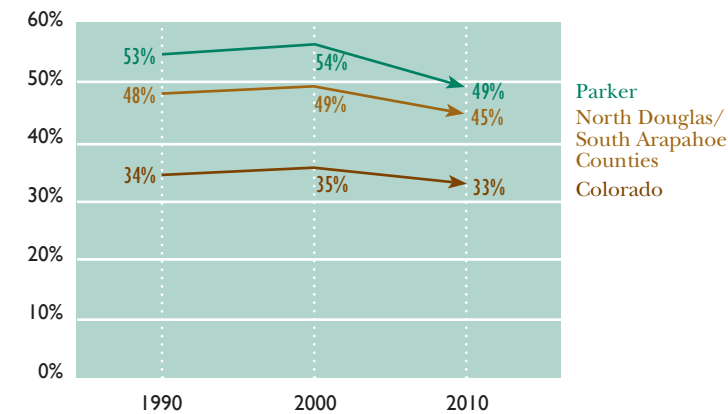
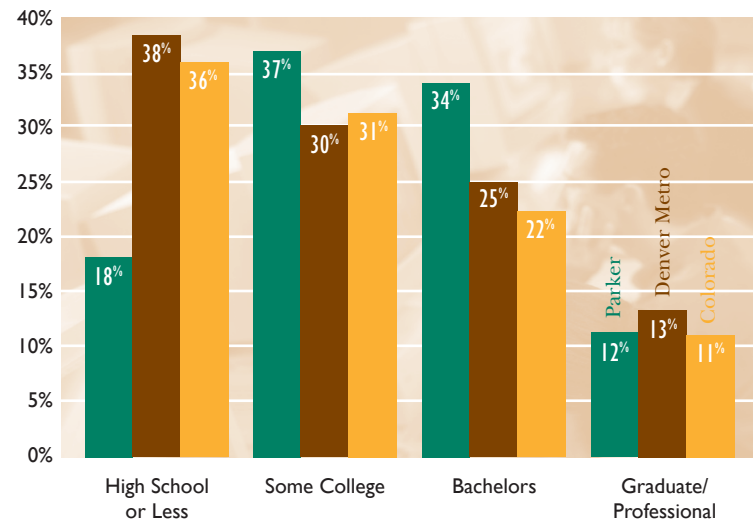


Figure 1E: **Educational Attainment, 2005-2009**

Source: US Census



Parker residents are primarily employed in managerial, professional, sales or technical jobs (see Figure 1F). These types of jobs are generally not found in the Town, requiring many of our residents to commute to the Denver Tech Center or downtown Denver (see Figure 1G).

Parker has a racially homogenous population with 90.1% of the population white. The Hispanic population (which can be of any race) comprises 8.2% of the population in 2010, growing from 5.8% in 2000 (see Figure 1H).



Figure 1F: **Parker Resident Employment by Occupation, 1990 - 2009**

Source: US Census

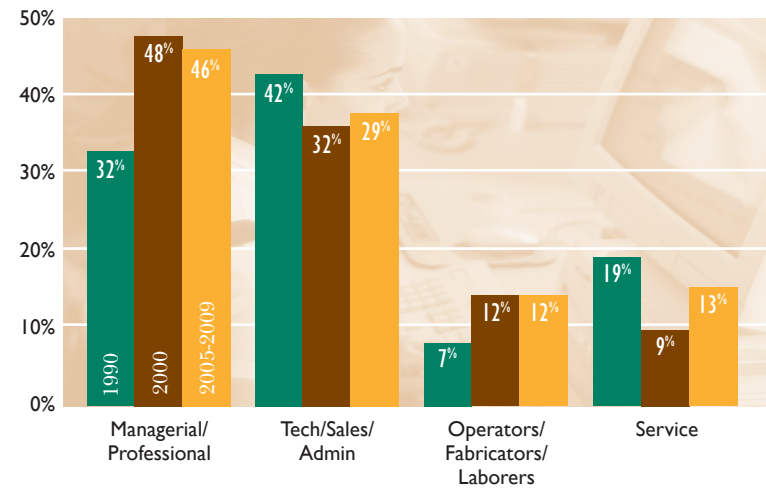
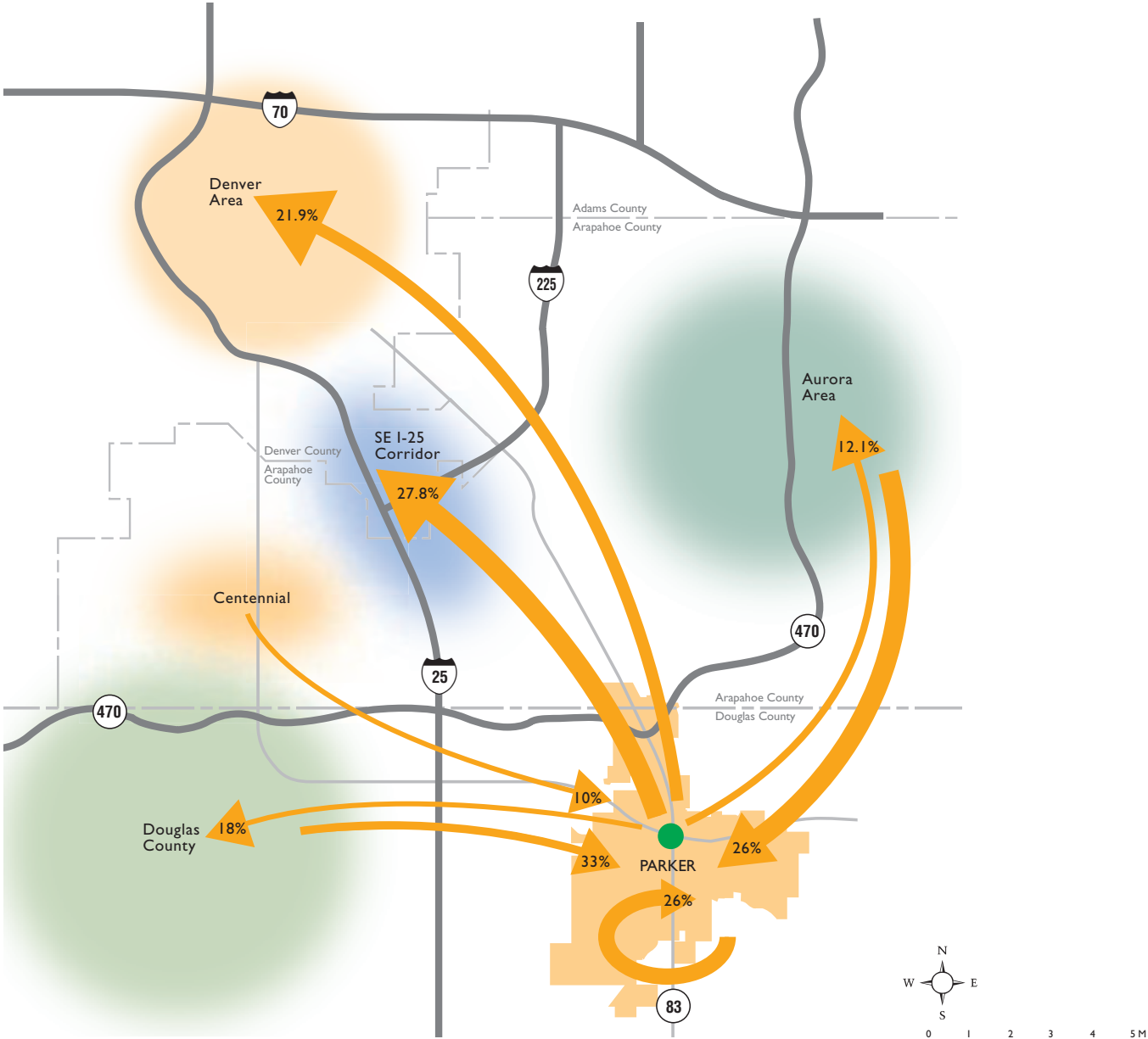


Figure 1G: **Parker Resident Work Travel Patterns, 2011**

Parker residents are primarily employed in managerial, professional, sales or technical jobs.



Parker residents can generally be described as middle to upper middle class with a median household income of \$87,098 per year, higher than the Denver Metropolitan area, but lower than Douglas County (see Figure 1I). However, not all families currently living in Parker make the median income; 3.0% of Parker households are below the poverty level (see Figure 1J).



Figure 1H: **Population by Race and Ethnicity, 2010**

Source: US Census

2010	Place	White	Black	American Indian/ Eskimo/Aleut	Asian/ Pacific Islander	Other	Total	Hispanic*
	Parker	40,797	691	210	1,508	2,091	45,297	3,712
	% of Total	90.1%	1.5%	0.5%	3.3%	4.7%		8.2%
	Douglas Co.	257,598	3,476	1,183	10,908	12,300	285,465	21,392
	% of Total	90.2%	1.2%	0.4%	3.9%	4.3%		7.5%
	Colorado	4,089,202	201,737	56,010	145,651	536,596	5,029,196	1,038,687
	% of Total	81.3%	4.0%	1.1%	2.9%	10.6%		20.7%

* can be of any race

Forecasting Parker's Growth

Forecasting growth is speculative at best. Studying the historical growth pattern is the best way to hypothesize what the future will hold. Based on best available data and an evaluation of historical trends, the following forecasts for population and employment were developed.



Figure 11: **Median Family Incomes, 2000 – 2009**

Source: US Census

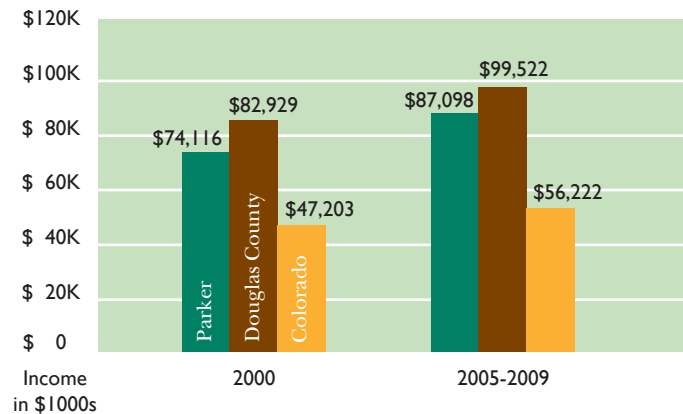


Figure 1J: **Households by Income Range, 2005-2009**

Source: US Census

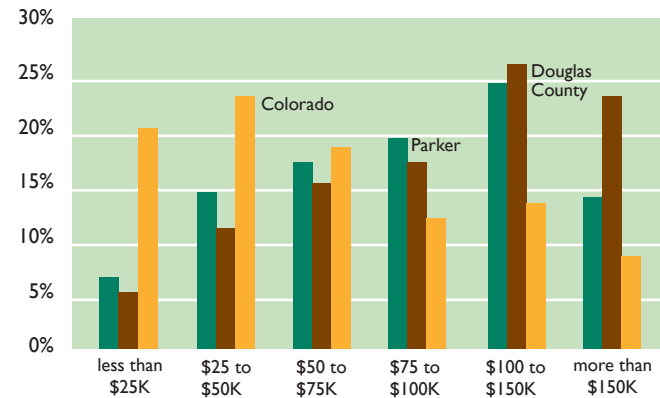
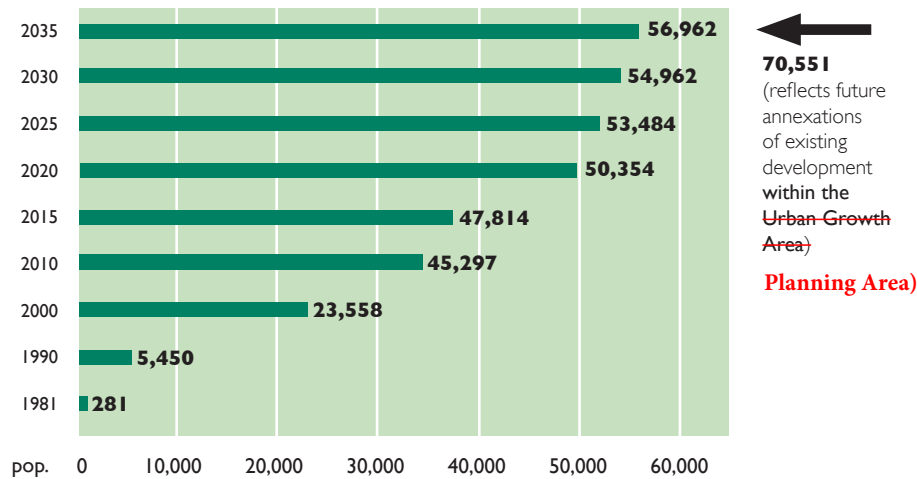


Figure 1K: **Parker Population History and Projections, 1981-2035**

Source: US Census & Town of Parker



Population Forecasts

A forecast for Parker's future residential growth was developed based on recent trends and shifts. Previous projections for population in Parker assumed significant growth into 2030. The market for new houses and the economy of the country as a whole have changed significantly. New population projections have been developed that reflect Parker as a growing Town but at a slower rate. The new projections do not reflect any prolonged building booms like the Town experienced in the early 2000's. The Town is expected to grow from a population of approximately 45,500 in 2011 to roughly 57,000 in 2035 (*see Figure 1K*).

Parker's percentage of Douglas County's population is expected to decrease as areas along the I-25 corridor with more room to grow, like Castle Rock and Lone Tree, are projected to have greater proportions of the overall County population in 2035.



2

Understanding the Context of Our Future Decisions

The decisions and directions that we have made in this Plan were not made in a vacuum. Our decisions as a community during this process were shaped by a number of influences. These influences or ‘givens’ were shared with our citizens during the public outreach efforts.

THE TOWN'S PLANNING AREA OF INFLUENCE

~~Parker's future geographic boundaries and the boundaries of this Plan are defined by the Urban Growth Area established in the Intergovernmental Agreement and Comprehensive Development Plan adopted by the Town of Parker and Douglas County in 2002, as amended (see figure 2A). Nevertheless, the Town only has jurisdiction over development of lands that are located within the annexed portions of the Urban Growth Area. Unincorporated lands within this Urban Growth Area are the jurisdiction of Douglas County. Moreover, lands adjacent to and outside of the Urban Growth Area are the jurisdiction of either an adjacent county or municipality.~~

Parker's future geographic boundaries and the boundaries of this Plan are defined by a Planning Area established by the Town of Parker (see figure 2A). The Town has jurisdiction over development of lands that are located within the annexed portions of the Planning Area. Unincorporated lands within this Planning Area are located within the jurisdiction of Douglas County. Moreover, lands adjacent to and outside of the Planning Area are described in the Town's Three-Mile Area Plan.



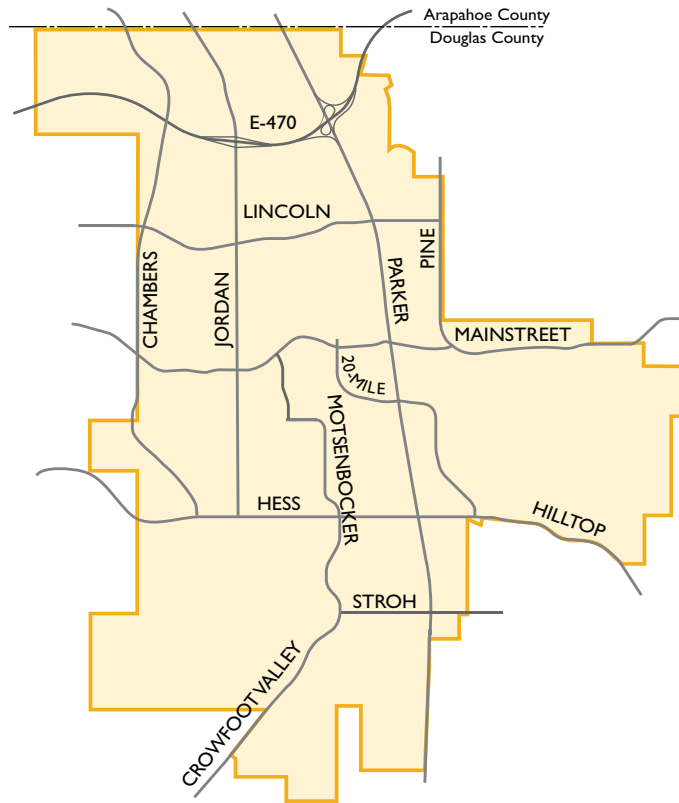
Our decisions during the Master Plan process were shaped by a number of influences.

Although the Town does not have decision making authority for development beyond its limits, the Town coordinates with governmental entities when reviewing development proposals. Such coordination efforts are primarily formalized through ongoing coordination with intergovernmental agreements that provide the legal mechanism for neighboring jurisdictions to jointly plan and guide future land use decisions.



Figure 2A: ~~Urban Growth Boundary~~ Planning Area

Source: Town of Parker



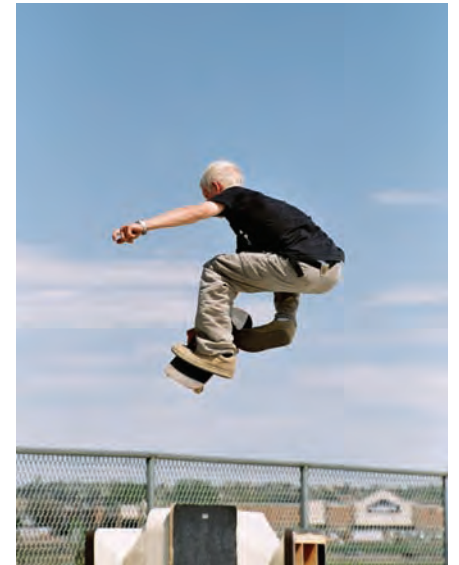
The decisions and directions we have made were shared with our citizens during the public outreach effort.

APPROVED ZONING

The Town has already approved zoning that could accommodate a population of approximately 80,000 people. The timing and amount of development will be based on actual growth. The Master Plan will not change the existing zoning that was already approved; however, the Plan will direct future zonings of unincorporated lands within the ~~Planning Area~~ ~~Urban Growth Boundary~~ and requests for rezonings of existing properties already annexed in the Town.

SPECIAL DISTRICTS

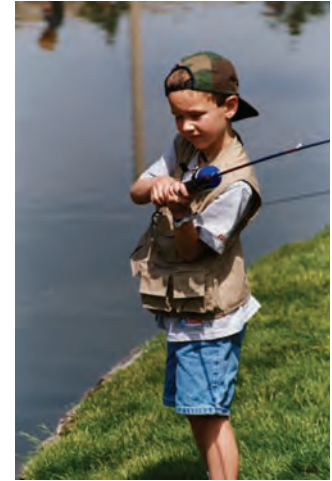
Issues pertaining to water, sanitation, fire services and schools are under the control of separate jurisdictions, not the Town. Although jurisdiction are not under the Town's control, the development review process for proposed land use applications are jointly reviewed by these jurisdictions to ensure adequate public services are available.



FUTURE GROWTH DEMAND

The Denver Metropolitan area is home to 2.8 million people today and another million people are expected in the metro area by 2035. This growth will not only be experienced by Denver proper, but by the communities across the Front Range, including Douglas County and the jurisdictions therein. Parker will continue to receive a share of this growth over the next 20 years.

Future growth in Parker is not limited to residential construction only. As the Parker area population grows, our employment, service and retail industries will continue to grow proportionally. If the Town is not able to provide housing or the economic base for our share of the region's demand, development will occur in unincorporated Douglas County and other areas surrounding our community. If this occurs, the Town will still be impacted by the growth, but we will not have control over the decisions being made about the growth.



As the population grows, our employment, service and retail industries will grow proportionally.





Community Involvement

3

“Tell me, I forget.

Show me, I remember.

Involve me, I understand.”

– Chinese Proverb

Public participation is an essential component in successful planning, community building and decision-making. Citizens (residents, businesses people and property owners) need and deserve ongoing communication about and the ability to influence projects and issues that affect their community and their lives. The Town embraces this concept in all planning efforts, realizing that a genuine community involvement process is the key to the future success of the Master Plan.

Because the Town of Parker is a regional center, with many area residents living outside its boundaries but directly impacted by it as a source of employment, shopping, and services, or as the location of a personally-owned business, the decision was made by the Parker Town Council to open the community involvement process to all area residents who were interested in the Master Plan.

Our intent through our outreach processes is to effectively combine area residents’ “lived experience” with the technical planning expertise of the Town in order to address the many complex issues contained in the Master Plan. Although not everyone who participated may have gotten exactly his or her first choice, this Plan reflects the overall goals, sentiment and desires of those in our community who helped to craft it. With ongoing help and direction from Parker area citizens, this Plan will continue to strengthen the Town of Parker as a great place to live, work and play while maintaining our identity and hometown feel.

This Plan is an update of the Parker 2025 Master Plan approved in 2005. It is important to acknowledge the values that our citizens shared through the community outreach process in 2005, as well as the values that our citizens shared in 2012.



CITIZEN PARTICIPATION GOALS

The Town places significant value on our citizens input. The Master Plan public involvement processes were designed to accomplish two goals:

- To engage a large number of community residents in Master Plan decisions by making it convenient and by providing multiple avenues for them to communicate their priorities and hopes for the future; and
- To use the community's response in development of the Master Plan.



2005 CITIZEN INVOLVEMENT PROCESS OVERVIEW

The 'Parker 2025: Changes and Choices' process was designed to be cumulative. Each phase provided a foundation for the next phase with increased specificity with each step. The four phases of the citizen involvement process were as follows:

Phase One:

Describing the Ideal Parker and Identifying the Big Issues

Phase Two:

Topic-Specific Workshops

Phase Three:

Reviewing Topic-Specific Visions, Goals and Strategies

Phase Four:

Reviewing a Draft Master Plan and Community Celebration



2005 PHASE ONE COMMUNITY OUTREACH

Phase One established the initial perceptions and beliefs people hold about Parker and helped define the issues of concern that needed to be included in the Master Plan. The purpose of Phase One was to seek area residents' hopes for their community's future and to identify the issues of importance to them. In order to solicit the opinions and beliefs of as many Parker area residents as possible and to make it easy and convenient for them to participate, Phase One featured multiple methods for response. The intent was to gather initial beliefs, opinions and attitudes in as many ways as possible to provide the Town with a comprehensive picture of how its residents view the Town's future.

Phase One of the 'Parker 2025: Changes and Choices' process included the methods described below.

- **Personal Interviews**
- **Written Survey**
- **Meetings-in-a-Box** These meetings were self-directed, citizen-based participation opportunities allowing Parker area residents and businesses to host meetings in their own homes or other familiar settings.
- **Telephone Survey**



2005 PHASE TWO COMMUNITY WORKSHOPS

Phase Two of the process was carried out through a series of seven topic-specific public workshops. The purposes of the workshops were to provide community residents with factual information regarding each topic and to solicit their guidance regarding both short and long-term directions the community should take regarding that topic.

Topics for the workshops, as outlined below, were chosen by Town staff and consultants after a thorough review of the results of Phase One.

Workshop 1: Defining ‘Small Town Feel’

Workshop 2: Managed Growth

Workshop 3: Transportation

Workshop 4: Community ‘Things to Do’

Workshop 5: Housing

Workshop 6: Jobs and Economic Development

Workshop 7: Land Use: Laying out the Town

The format for each workshop was the same. Town staff and consultants first provided a short presentation including factual information, results from Phase One of the community outreach process and feedback from previous workshops specific to the topic under consideration. Workshop participants then worked together in small groups to reach consensus on specific questions posed to them about the topic. Each workshop concluded with a report-out of the work of the small groups.



2005 PHASE THREE COMMUNITY GOAL AND STRATEGY WORKSHOPS

Phase Three of the community outreach process provided residents the opportunity to review and suggest improvements to the draft visions, goals and strategies. These Plan elements were developed by the Town, based on Phase One and Phase Two community outreach results, factual data and professional planning principles. The draft visions, goals, and strategies were mailed to every household and then presented to the community through a series of three workshops, as outlined below. At each workshop, participants worked in small groups to identify the visions, goals, and strategies they particularly liked and to suggest any improvements they would like to see considered for the final draft documents.

Workshop 1: Land Use; Community Appearance and Design; Transportation

Workshop 2: Housing and Neighborhoods; Jobs and Economic Vitality; Regional Coordination

Workshop 3: Natural Resource Protection; Open Space and Recreation; History, Arts and Culture; Public Services and Facilities



2005 THEMES BY TOPIC

Throughout the outreach process in 2005, several overriding concepts emerged. These concepts were used as the foundation in developing the Parker 2025 Master Plan.

High Standards – Parker residents who participated in the Master Plan update process clearly had strong expectations that their community deserves quality development, quality management of their natural resources and open spaces, and quality implementation of their Master Plan.

Balancing the Pace of Development – Parker residents strongly supported directing and timing growth so that the Town and other governmental entities could continue to provide supporting services and improvements to match their expectations of maintaining our high quality of life, “Balance is vital,” wrote one group of participants.

Open Space – Participants emphasized the importance of designated open space and view corridors to Parker’s quality of life and community identity.

Small Town Character – Parker’s identity as a small town continued to be expressed as a core value for Parker’s future. Residents believed that a significant component of Parker’s character is embodied in its downtown. Downtown is the hub that centers the town’s identity as a small town grounded in western heritage. Residents value its history, scale and essential contribution to our sense of place.

Design and Visual Standards – The look and ‘feel’ of Parker’s built and natural environments was an area of concentration as participants discussed specific Master Plan goals and strategies. In many cases, suggestions for improving proposed strategies focused on strengthening rather than weakening concepts.

Community Venues – As part of the development of the Town’s downtown core and surrounding public spaces, participants in these workshops particularly stressed their support for places dedicated to the arts, learning and community events.

Transportation – Traffic congestion continued to be of concern, with support expressed for interconnectivity to alternative routes around Parker as well as for a local transit service that could also provide access to the regional public transportation system.

A Community for Our Whole Lives – Parker is a place that supports residents of all ages, including families, young people as they grow up here, adults who enjoy the Town’s special culture and older adults as valuable members of our community.

The Town’s vision of Parker as a ‘full service’ community requires a broad range of services and housing opportunities. It’s important to locate the more intensive uses at Parker’s center and along major highway corridors so that our single-family neighborhoods on the periphery retain their family orientation, appearance, and protected open space. When residents are in Parker, they’ve “come home” and treasure our space as distinct from the nearby urban environment.

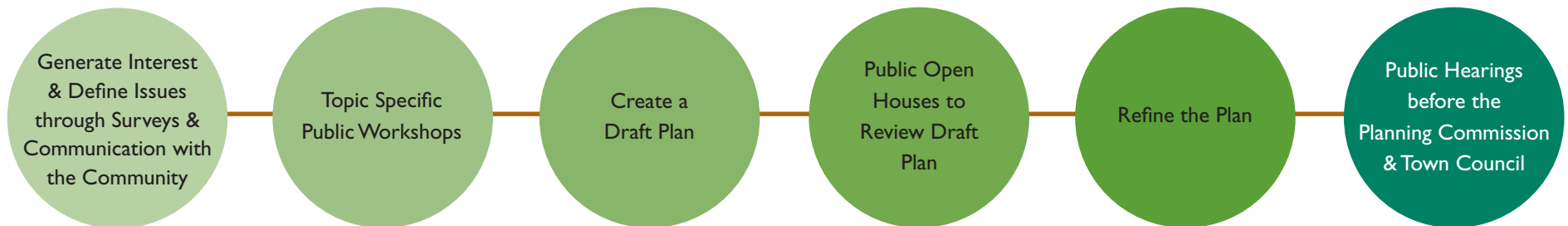
2012 OUTREACH PROCESS

Since 2005, the Town of Parker, along with the nation, has faced a significantly different economic reality. For this reason, the Town sought to revisit the Master Plan and seek resident input on the impacts of these changes and to assure that our community can respond to and plan for the future with the goal of retaining our high quality of life.

2012 PROCESS PROMOTION

In order to involve as many citizens as possible, there was an extensive promotion of the process before and during each outreach phase. Throughout the outreach process, a number of methods were used to reach and encourage area residents and business owners to participate, including Town newsletters, website, postcards and emails, newspaper coverage, letters to area churches, business and homeowners associations, as well as the Town electronic message board sign.

2012 Process



2012 PHASE ONE COMMUNITY SURVEYS

Phase One sought to understand the initial perceptions and beliefs people hold about Parker and helped define the issues of concern that needed to be considered in the Master Plan update. In order to solicit the opinions and beliefs of as many Parker area residents as possible and to make it easy and convenient for them to participate, Phase One featured two methods for response.

Online Survey

In order to offer residents in every household the opportunity to identify issues of importance to the Master Plan and the Town's future, an online survey was advertised in the 'Talk of the Town' monthly newsletter and on the Town website. A total of 58 written surveys were returned.

Telephone Survey

As a way to probe with more depth the attitudes behind the issues and concerns of our citizens, 400 telephone interviews were conducted. The households contacted exemplified a statistically valid representative sample of Parker residents.

Phase One sought
to understand the
initial perceptions and
beliefs people hold
about Parker.

2012 PHASE TWO COMMUNITY WORKSHOPS

Phase Two of the process was carried out through a series of three topic-specific public workshops. The purposes of the workshops were to provide community residents with factual information regarding each topic and to solicit their input regarding both short and long-term directions the community should take regarding that topic.

Topics for the workshops, as outlined below, were chosen by Town staff and consultants after a thorough review of the results of Phase One community surveys.

Workshop 1: Defining ‘Hometown Feel’

Workshop 2: Managed Growth

Workshop 3: Jobs and Economic Vitality

The format for each workshop was the same. Town staff first provided a presentation including factual information and the summarized results from the surveys conducted during Phase One of the community outreach process. Workshop participants then worked together in small groups to reach consensus on specific questions posed to them about each topic. Each workshop concluded with a report-out of the small groups results.

2012 Phase 2 Outreach Workshops



Streetscape and architectural design in keeping with Parker's western heritage is essential to the visual character of Parker.



2012 PHASE THREE COMMUNITY OPEN HOUSE

Phase Three was the final phase in the community outreach process. 30 Citizens participated in an open house that was held at Town Hall in order to provide an opportunity to review the draft Master Plan prior to the formal public hearing process. The Town was grateful that the citizens took the time to participate in the public outreach effort.





2012 COMMUNITY OUTREACH RESULTS

Parker residents participating in the 2012 outreach process had consistent values with participants in the 2005 process. Both outreach processes supported the following consistent themes:

High Standards

Balancing the Pace of Development

Open Space

Small Town Character

Design and Visual Standards

Community Venues

Transportation

A Community for Our Whole Lives

However, in 2012, Parker residents viewed local issues relating to the current economy very differently.

Jobs

Citizens had a stronger desire to create local quality jobs that pay a living wage. Citizens were particularly supportive of expanding upon our health care industry and seeking new businesses in the high tech and renewable resources industries.

Vacant Commercial Buildings

Participants believed that the Town should focus on incentivizing property owners to fill their vacant buildings.

Redevelopment Opportunities

Citizens were also concerned about the aging areas of our Town. Citizens saw the Parker Road and Cottonwood commercial areas as opportunities for redevelopment to increase their viability and aesthetic appeal.



PUBLIC HEARINGS

The last opportunity for public comment comes during the formal public hearing process. The draft document is forwarded to the Planning Commission for a recommendation and then the draft is taken to the Town Council for final decision and adoption. Both the Planning Commission and Town Council public hearings are open to the public for all to be heard.





4

Purpose of the Master Plan

MASTER PLAN PURPOSE

The Master Plan is a policy framework for decisions that affect the physical, social and economic environment of the Town. The 'Parker 2035: Master Plan' represents goals and strategies to guide the Town over the next 20 years. The Plan provides vision, direction and a defined achievable future for the Town by establishing specific goals and strategies for land use; community appearance and design; housing and neighborhoods; jobs and economic vitality; transportation; public services and facilities; natural resource protection; open space and recreation; history, arts and culture; and regional coordination.

THE MASTER PLAN

What it is:

- A statement of Town policy
- A guide to decision making
- A framework for more specific planning
- A tool for education and communication
- A way to provide a long range perspective
- A way to improve our quality of life

What it isn't:

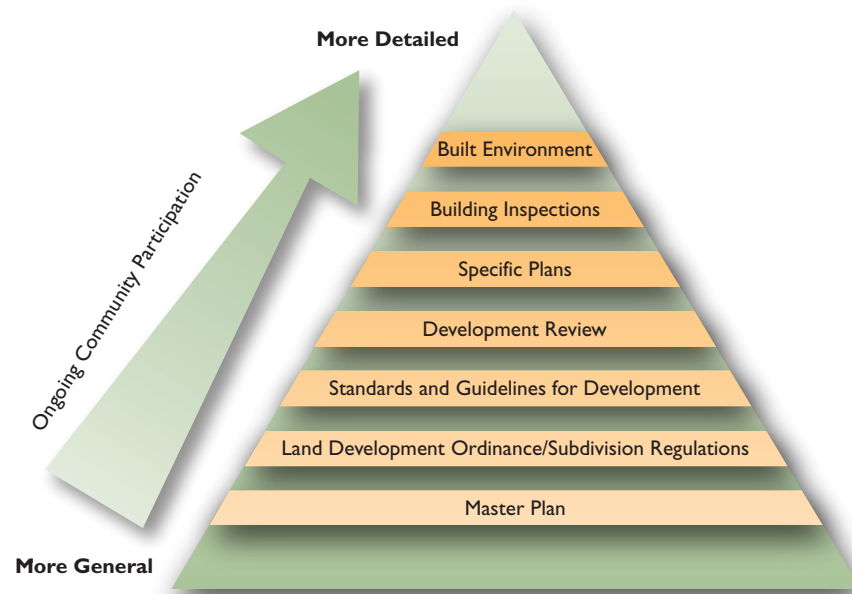
- A Zoning Ordinance
- A Land Development Code
- A rigid or static document
- A Capital Improvements Plan or Town budget
- A specific development plan for a project

This Plan is to be used by Town staff to evaluate and make recommendations to Planning Commission and Town Council on regulatory and policy changes, proposed annexations, zonings and budgeting. The Planning Commission and Town Council use the Master Plan to make decisions regarding proposals that are presented before them. This Plan is used by citizens and neighborhood groups to understand the Town's long range plans and proposals for different geographical areas in Town and to encourage plan implementation. The Plan provides a basis for the Town's development regulations and the foundation for its capital improvements program.

WHY DOES PARKER HAVE A MASTER PLAN?

The Colorado Revised Statutes give the authority and responsibility to municipalities to 'make and adopt a master plan for the physical development of the municipality' (C.R.S. 31-23-206). The statute further states 'The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the municipality and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare' (C.R.S. 31-23-207). The Town's Home Rule Charter also establishes this responsibility.





Building a Community

RELATIONSHIP OF THE PLAN TO OTHER PLANNING DOCUMENTS

The Master Plan is used in conjunction with several other planning documents, both regulatory and advisory, as discussed below.

Land Development Ordinance

While the Master Plan provides a framework for decisions, the Land Development Ordinance is used to realize these goals and strategies. The Land Development Ordinance contains the zoning and subdivision regulations and the site plan review process. These three aspects of the Land Development Ordinance were developed and are used to enact and forward the goals and strategies set forth in the Master Plan.

Standards and Guidelines for Development

Adopted as part of the Land Development Ordinance are documents that set forth architectural and site design standards unique to specific locations in Town or specific types of development. These documents are also established to help enact the goals and strategies of the Master Plan and to be used as tools in assuring that the physical appearance of the built environment provides the guidance necessary to ensure the highest possible standards of design.

Capital Improvements Plan

The Capital Improvements Plan (CIP) is designed in 5-year intervals and functions as an implementation link between the Master Plan and the Town budget. The CIP is a schedule of major public capital improvements and as such, may include such things as: major roads; bridges; large park projects; and government buildings and facilities. The capital improvements identified in the CIP reflect the needs of our community while balancing fiscal constraints.

Open Space, Trails and Greenway Master Plan

Updated in 2010, the 'Open Space, Trails and Greenways Master Plan' is an element of the Master Plan. The purpose of this plan is to:

Guide the assessment, conservation and management of open space as well as the assessment, linking and management of the trail system;

Preserve open space and trail corridors for future generations;

Enhance the linkages between open space, trails and the built environment; and

Ensure that open space and trail linkages are appropriate, seamless and safe.

The 'Open Space, Trails and Greenways Master Plan' reflects the community vision that open space, trails and greenways are an integral part of the Town, the natural environment and the built environment and are to be coordinated with each other and developed cohesively.

~~Bike Lane Plan~~

~~Adopted in July 2005, the Bike Lane Plan is an addendum to the Open Space, Trails and Greenways Master Plan. The purpose of this Plan is to identify opportunities for bike lane development in the Town.~~

Town of Parker Transportation Master Plan

In 2014, the Town adopted the Transportation Master Plan to guide future development of a town-wide multi-modal transportation system integrated with land use plans, economic development goals, and other Town services. This plan provides transportation policy guidance, goals and strategies for the Town.

~~Parks and Recreation Master Plan~~

~~'From Values to Vision: A Strategic Action Plan for Parker's Parks and Recreation is a vision document for parks and recreation in the Town. The Plan, completed in 2006, identifies specific action items, the timeframe for completion and who is responsible for completing the projects.'~~

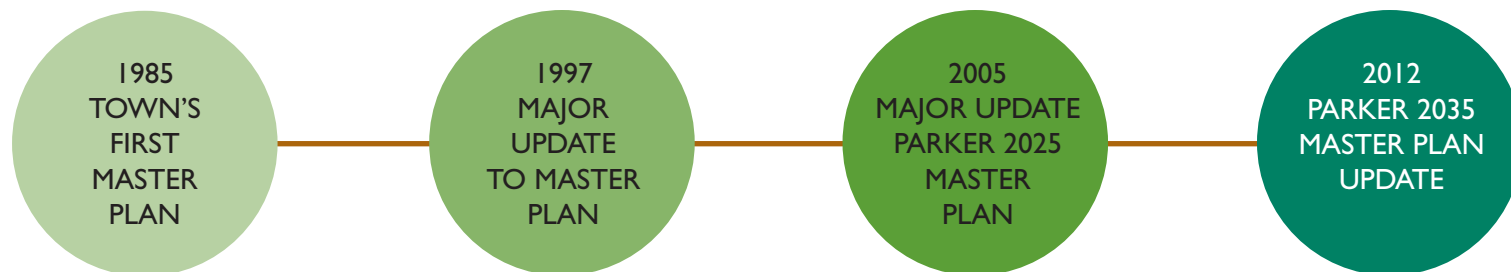
Parks, Recreation & Open Space Master Plan 2018-2022 In 2018, the Town completed the 'Parks, Recreation & Open Space Master Plan 2018-2022.' This plan outlines strategic goals for 2017-2021, and an updated Town Mission and Vision for parks and recreation in Parker.



HISTORY OF MASTER PLANS IN PARKER

Preparation of the Town's first master plan in 1985 closely followed incorporation. After a decade of significant growth, the Town revisited the Master Plan for a major update in 1997. The Town completed another major update in 2005 after eight more years of continued growth.

Significant changes have occurred since the last major update seven years ago, the Town's growth rate has significantly slowed. This slowing of both commercial and residential growth reflects national and statewide trends. These local implications of the economic changes precipitated the discussion and ultimate undertaking of this update to the Town's master plan.



HOW TO READ THIS MASTER PLAN

This Master Plan contains a series of fifteen chapters organized in a manner that can be divided into four groupings – The Community; The Plan; The Big Picture; and Key Components to our Community.

For each of the primary chapters (Chapters 6 – 15) a topic-specific vision, goals and strategies were developed. For the purposes of this Plan, these elements are defined as follows:

Vision

Visions identify desired states for the future regarding land use and related issues. They provide the aspiration for the future of our community and give us guidance in our decision making processes.

Goal

Goals are statements of intent used to guide public and private decision making and provide a general direction for our more refined strategies.

Strategy

Strategies describe the actions that the Town and its partners can take to accomplish its overall vision. Each strategy is linked to a specific goal and sets forth actions that should be taken to implement the goal.



Visions identify desired states for the future regarding land use and related issues.



The Community (Chapter 1)

Chapter 1: Community Profile

The Plan begins with our community profile establishing where we came from, who we are as a community and who we expect to be in the future, including a demographic analysis of our community today and future forecasts.



The Plan (Chapters 2-4)

Chapter 2: Understanding the Context of our Future Decisions

Chapter 2 discusses the context of our decisions. This chapter is intended to set forth the boundaries of our decision making process for this Master Plan and why they were established.

Chapter 3: Community Involvement

This document is a plan for our community and by our community. It was of the utmost importance to the Town to assure that the community was not only allowed to participate, but strongly encouraged to participate. Chapter 3 discusses the extensive public participation process that was undertaken for this Master Plan effort in 2005 and this update in 2012.

Chapter 4: Purpose of the Master Plan

Chapter 4 sets forth the basic framework of the Master Plan. It reviews the purpose of this Master Plan, the history of Master Plans in Parker, the organization of this Plan and the administration of it.

The Big Picture (Chapters 5-7)

Chapter 5: Master Plan Vision and Guiding Principles

Chapter 5 sets forth the overall vision and guiding principles for this planning effort. Derived from community input and good planning policy, the vision and guiding principles are the cornerstones for our decision making process and provide Plan direction.

Chapter 6: Land Use

Chapter 6 sets forth the framework for what the urban fabric of our Town will look like and how our different land uses will interact.

Chapter 7: Community Appearance and Design

Community appearance and design were primary concerns of our citizens. This chapter provides direction regarding the appearance and design for all types of development and preservation that will occur in the Town.

Key Components to Our Community (Chapters 8-15)

The remaining chapters, as outlined below, address specific key components that make up our community.

Chapter 8: Housing and Neighborhoods

Chapter 9: Jobs and Economic Vitality

Chapter 10: Transportation

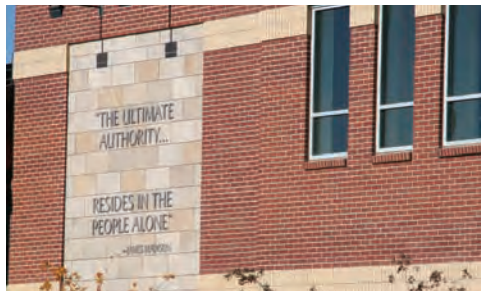
Chapter 11: Public Services and Facilities

Chapter 12: Natural Resource Protection

Chapter 13: Open Space and Recreation

Chapter 14: History, Arts and Culture

Chapter 15: Regional Coordination



ADOPTION OF THE PLAN

To be adopted, the Plan must go through a formal public hearing process. As required under the Town's Home Rule Charter, the Plan is reviewed and recommended by the Planning Commission and submitted to the Town Council for adoption. Both actions take place in a public forum where citizens are encouraged to attend and be heard.



ADMINISTRATION OF THE PLAN

There is a natural tendency to presume that a master plan as adopted will be applied in its entirety with minimal changes over the specified timeframe; however, such a rigid application would not be responsive to the natural changes and unforeseen opportunities that arise in a community as dynamic as Parker. Making long range decisions means that issues need to be periodically readdressed to reflect new or emerging circumstances. Each succeeding Town Council also has the discretion to reconsider previous long range policy decisions and may choose to modify the Plan. The Master Plan is a key instrument to reflect changing perspectives and attitudes.

TOWN COUNCIL POLICIES REGARDING THE PLAN

The Plan is designed to be a living document that provides broad policy guidance. There will be times that the Plan will require additional clarification to further expand upon the intent of the Plan as necessary.

The Town Council may from time to time adopt policies that are intended to provide further clarification and additional direction as they apply to the policies, goals and strategies set forth in this Plan. These policies will be used by the Planning Division to help guide property owners, applicants and the public during the development review process.

The Master Plan is designed to be a broad and flexible document that changes to meet the community's needs, conditions and direction of change. It can be amended and updated through Town-initiated amendments or through citizen/landowner initiated amendments. If an amendment is related to a land use application, the amendment may be processed with the applicable application process.

It is recognized that a proposed change of land use within any given portion of the Town may have a substantial impact on the overall balance of land uses within the Town and the character of the area in which it is located. The General Land Use Plan in this document was formulated and adopted with full consideration of the character of the Town and the balance of land uses. An amendment of any aspect of the General Land Use Plan should strive to maintain this balance or should demonstrate that market changes or other outside influences have occurred that warrant this change.

All amendments to this Master Plan shall demonstrate that the proposed amendment fits within the visions and guiding principles of this Plan, as set forth in Chapter 5.



AMENDMENTS TO THE PLAN

The Planning Commission shall conduct a public hearing to consider any amendment to the Master Plan. The Planning Commission shall then submit its recommendation regarding the proposed amendment to the Town Council. Town Council may adopt the Master Plan amendment as presented or may adopt parts of the proposed amendment through a Resolution.

All public hearings shall be held subsequent to proper notice as set forth in the 'Town of Parker Municipal Code'.

Parker's vision is to be a full-service community with a hometown feel.



Master Plan Vision and Guiding Principles



INTRODUCTION

Each of us has a vision of what the Town of Parker should be like in the future. Although our visions are different, they share common qualities and reference points. We hope to create a safe, attractive town for ourselves, our children and for future generations. We envision a town where the natural environment is protected, where excellent services are provided and where citizens are true partners in their town government. We aspire to create a town that is economically healthy and a good place to do business. We envision a town that has balanced mobility options and connections to town-wide and regional networks. We see our community as a great place to live now and in the future.



We listened...

Our hometown feel

Through the public participation process, citizens consistently mentioned the importance of our 'hometown feel'. Parker area residents were concerned that as we grow from a community of 46,000 today to an additional 11,000 more residents in 2035, that we risk losing this character within our community. Our 'hometown feel' was described in a number of ways, from the friendly atmosphere of our Town, to the importance of our downtown, to the appearance of our buildings. It is important to all of us that we maintain this character. Because the hometown feel is such a broad issue, you will not see a specific hometown feel goal; however, you will see the 'hometown feel' intentionally reflected in the visions, goals and strategies throughout this Plan – each one of these protecting a piece of our 'hometown feel'.

Many characteristics combine to make Parker what it is now – the physical setting of our plains environment with views to the Rocky Mountains, the character of our downtown, thriving businesses providing diversified employment, a historical emphasis on our Western heritage and our neighborhoods.

The passage of time inevitably brings changes. Parker today differs from the town of twenty or fifty years ago and is different now than the town it will be in twenty or fifty years. The task facing us is to retain the most important characteristics of our town in the face of changes we cannot control, and manage as well as possible, those forces we can control.



Unanimous agreement about the future is not the goal of the Master Plan. Rather it strives to create balance and blending of opinions to form a community that collectively manages change. Only then can we retain the community's unique characteristics and still welcome the future. The 'Parker 2035 Master Plan' strives to reflect a coherent vision of the hopes, dreams and aspirations of a diverse population – senior citizens and children, long-term residents and newcomers, those living in established neighborhoods and those living in newly created neighborhoods.



The 'Parker 2035 Master Plan' strives to reflect a coherent vision of the hopes, dreams and aspirations of a diverse population.



GUIDING PRINCIPLES

Parker's 'Guiding Principles' reflect the values of community residents expressed through the Master Plan outreach process combined with sound planning practices. Listed in random order, they serve as touchstones for the Town's planning decisions.

- As we grow, we will strive to preserve the attributes of our unique, hometown character and community identity, the beauty of our natural environment, and the strengths of our neighborhoods, while lessening the adverse effects of growth.
- We value open space as an integral part of our community's hometown feel and will take advantage of opportunities for its enhancement and expansion.
- We value the native landscape and topographical features naturally occurring throughout our community
- We will maintain and enhance the historic and human orientation of our Downtown as the center of Parker life.
- We will seek opportunities to promote community events and cultural venues and experiences.
- Our community's health will be enhanced by embracing an active lifestyle.
- Architectural and land use design is fundamental to our identity. As our community grows, special attention will be given to promoting high quality residential and commercial development that reflects aesthetic excellence.
- We will preserve our single-family neighborhoods while providing choices that will allow people to live in Parker throughout their lives.
- The long-term economic well-being of the Town is fundamental to its future. Therefore, we will encourage a variety of employment opportunities, and promote unique, local businesses.
- We will promote transportation systems (roadways, bikeways, walkways and public transportation) that are safe and which emphasize local and regional connections while considering neighborhood impacts.

Our Parker community will have land uses that complement each other aesthetically, socially and economically, and will be designed to enhance quality of life and ensure long-term prosperity. The Town is a community with a traditional form, with higher density uses located near downtown, along major highway corridors and at major intersections with lower densities near the fringes.



Land Use



INTRODUCTION

Parker has evolved and grown since its founding in 1862 and its incorporation in 1981. Starting as a small residential community sprinkled with dairy and cattle farms, through growth cycles that affected the entire Front Range, annexations of large areas of unincorporated lands and preservation of natural environments.

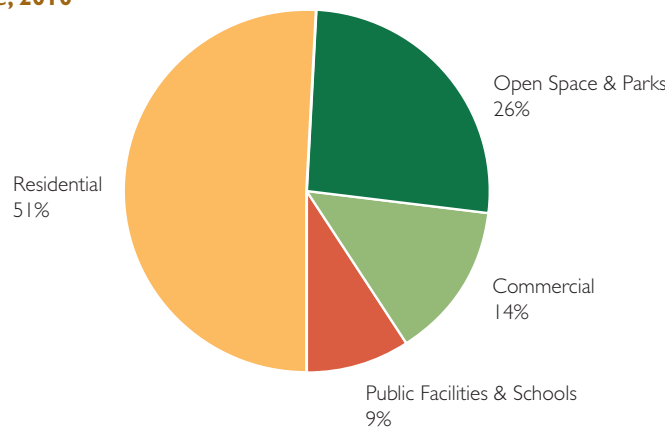
Parker has become a community that has maintained its' hometown feel as we've grown, balancing residential and commercial development with open space and parks. Today, Parker boasts a healthy mix of land uses, as illustrated below (see Figure 6A).

Continuing to perpetuate this balance is essential as we grow. As of 2010, there were 5,179 acres of vacant or underdeveloped land in the Town and future ~~Urban Growth Area~~ **Planning Area** boundary. The General Land Use Plan (see Figure 6B) sets forth the basic framework for how this land should grow and evolve through 2035.



Figure 6A: Parker Land Use, 2010

Source: Town of Parker



We listened...

Growing Smart

When asked about growth during the public participation process, citizens consistently supported a 'managed/planned/controlled' scenario over 'unlimited' or 'no' growth. Tied to that was the importance of establishing the appropriate balance between housing, commerce and open space, limiting the negative impacts on the community and directing development to appropriate locations. The Plan embraces a controlled growth scenario and implements strategies that reflect citizen priorities.



GOALS AND STRATEGIES

1. Growth shall be appropriately directed and site-planned to sustain our community's needs as we grow.

1.A. Strengthen the identity of Parker by encouraging a balance of land uses that supports a high quality of life and contributes to the hometown character of our community.

1.B. Ensure that growth occurs in a manner that balances the pace of development with the ability of the Town and special districts to provide quality services and capital improvements, such as utilities, transportation, parks and open space and police protection.

1.C. Ensure adequate opportunities for future expansion of our economic base in appropriate locations in the community.

1.D. Increase the amount of open space using the criteria set forth in the Open Space, Trails and Greenways Master Plan which emphasizes supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem.

1.E. Encourage transitions between different land uses and intensities.

1.F. Develop land use patterns that are compatible with and support a variety of transportation opportunities and/or choices.

1.G. Sensitive integrate the built environment with the natural environment in order to protect the native landscape and topographical features naturally occurring throughout our community.

1.H. Encourage land uses that create a sense of community among those who work, live and play within appropriate neighborhoods.

1.I. Ensure that open space and parks are dedicated and made available to meet the needs of the community today and into the future.

1.J. Continue to review our Land Development Ordinance to assure that it is fair, consistent and understandable.

1.K. In order to preserve the inventory of commercial and light industrial properties within the Town, amend the Land Development Ordinance to not permit self storage, mini-warehouses, outdoor storage and related storage uses within the Town including in existing Planned Development zone districts.



GENERAL LAND USE PLAN

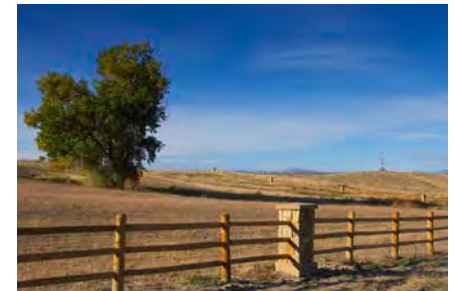
The General Land Use Plan (*see Figure 6B*) is an important element of the Master Plan, intended to clarify how we move toward a clear plan for the Town's future. The General Land Use Plan is focused primarily on the physical form and development pattern of the Town and sets forth a basic framework, showing how Parker should grow and evolve through 2035.

~~Urban Growth Area~~ Planning Area

The General Land Use Plan includes an ~~Urban Growth Area~~ (UGA) a 'Planning Area' as one means of managing our community's growth. The Master Plan assumes that the ~~UGA~~ Planning Area boundary will generally remain as presently configured. However, the ~~UGA~~ Planning Area boundary needs to be flexible in order to provide for minor amendments to accommodate changing conditions. ~~The UGA was established in coordination with Douglas County and adopted through an Intergovernmental Agreement and Comprehensive Development Plan. The UGA can help preserve a physical separation between our community and neighboring jurisdictions.~~ Modifications to the ~~UGA~~ Planning Area must be reviewed by a jointly appointed board ~~the Planning Commission~~ and approved by ~~both the Douglas County Board of County Commissioners and the Parker Town Council.~~

Open Space, Parks and Sensitive Natural Areas

The Town values our open space, parks and sensitive areas. Direction for determining the appropriate location, type and amount of land that is required to be dedicated as open space and public parks in association with development is embodied in the 'Open Space, Trails and Greenways Master Plan' and the 'From Values to Visions: A Strategic Action Plan for Parker's Parks and Recreation'. Specific provisions for protecting, preserving and enhancing open space, parks and sensitive natural areas are found in the regulatory requirements of the Town's 'Land Use Code'.



General Land Use Plan Designations

Two major types of designations are illustrated in the General Land Use Plan; ‘Character Areas’ and ‘Centers’.

Character Areas

The areas contained on the General Land Use Plan are grouped into twelve kinds of places, or ‘Character Areas’ that make up our Town; E-470 Corridor, Central Commercial District, Light Industrial District, ~~Downtown Core~~, ~~Mainstreet~~ ~~Master Plan Area~~, ~~East Downtown Gateway~~, Mixed Use- Residential Emphasis, Mixed Use, Medical District, Regional Retail District, Employment District, Medium Density Residential and Low Density Residential. These Character Areas are described below.

E-470 Corridor

E-470 is a toll highway that acts as an eastern beltway for the Denver Metropolitan Region. This beltway, which bisects Parker near its northern boundary, connects the Town to the regional transportation network and provides easy access to the Denver International Airport. The location of this highway through Town allows for higher intensity uses without significantly impacting our transportation system or the character of our community.

Each of the Character Areas within the E-470 corridor has distinct characteristics and therefore development in this corridor should be contemplated in a cohesive and thoughtful way to ensure the long term land use compatibility and viability of the corridor. This corridor will develop as a series of interconnected places that serve regional retail, medical, employment and higher density residential needs.

Character Areas within the E-470 Character Area are listed and described below:

Mixed Use

This Character Area will allow residents to walk and bicycle to their daily needs including retail, employment and recreation through a blend of compatible land uses, public amenities and an integrated multimodal transportation system. Land uses appropriate within this Character Area include a variety of higher intensity uses including multifamily, senior housing, assisted-living facilities, office, retail and restaurants. No one land use will dominate the overall development pattern within this Character Area. Single family detached residential uses and residential at less than 10 dwelling units per acre are not appropriate in this area. Densities may be reduced as a transition to adjacent residential development.



Medical District

Located at the eastern most end of the emerging E-470 medical corridor, the Parker Adventist Hospital and the supporting uses serve as an anchor and catalyst for this Character Area. The Character Area will focus on state of the art medical care, preventative health care and wellness to create an industry synergy that ensures a successful business environment. Appropriate uses include hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate where they provide an ancillary service in size, scale and purpose to the medical uses.



Regional Retail District

The Parker Road and E-470 intersection is a significant gateway into the community and the only opportunity for E-470 traffic to enter and exit the tollway for free from both directions. This Character Area will provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. Other commercial uses such as office and entertainment may be appropriate on a limited basis.





The E-470 Corridor will develop as a series of interconnected places that serve regional retail, medical, employment and higher density residential needs.

Employment District

Primary jobs and higher educational opportunities are essential for the success of our community. The E-470 corridor's easy access to regional employment centers and regional transportation facilities including DIA and Centennial airport along with its location near hospitals and other medical industries make it an attractive location in Parker for businesses to locate. Primary uses appropriate in this Character Area include professional, medical and corporate offices, light industrial uses, flex office, research and development facilities and a higher educational campus. Light industrial uses will be focused on light manufacturing with ancillary warehousing and distribution. Light industrial uses in this Character Area are not intended to include primary use warehousing, outdoor storage or ministorage uses.

The primary uses in this district attract a variety of complementary uses, such as business and personal services, convenience retail, child care and restaurants. These complementary uses may be located near the intersection of Chambers and Compark Blvd. but should be clearly ancillary in scale and purpose of the character area.

Mixed Use – Residential Emphasis

This Character Area is located adjacent to regional and locally significant commercial areas. These multifamily residential areas will be interconnected and provide easy and direct pedestrian and bicycle access to nearby commercial and employment areas. Uses appropriate in this Character Area include higher density residential housing, senior housing, assisted-living facilities and mixed use developments that include a commercial component. Commercial uses are encouraged when they are part of a mixed use development, are of a scale that serve the needs of the area residents or provide support to adjoining uses. Single family detached residential uses and residential developments at less than 10 dwelling units per acre are not appropriate in this area.

Central Commercial District

The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. Vertical mixed use is highly encouraged where appropriate.

Light Industrial District

The Light Industrial District is centrally located with spaces that generally serve smaller local light industrial businesses that supply local, regional and sometimes national markets. This character area is intended to provide a location for a variety of work processes such as manufacturing, machine shops, production facilities, distribution facilities, flex office, commercial services and other uses of similar research and development, high tech and medical device manufacturing firms that have a synergistic relationship. Processes and land uses within this character area will be low impact in nature and not create or cause fumes, odor noise, vibration or other impacts which are detrimental to abutting properties or land uses. Special care should be taken to ensure that uses not compatible with the light industrial uses proposed within the character area are located in other more appropriate areas of Town. Public Facilities are appropriate within the character area.



Mixed Use- Residential Emphasis, Outside of the E-470 Character Area

This Character Area is located between the Light Industrial area and Cherry Creek. This multi-family residential area will be interconnected and provide easy and direct pedestrian and bicycle access to nearby commercial and employment areas. Uses appropriate in this Character Area include higher density residential housing, senior housing, assisted-living facilities and mixed-use developments that include a commercial component. Commercial uses are appropriate when they are part of a mixed-use development, are of a scale that serve the needs of the area residents or provide support to adjoining uses. Single family detached residential uses and residential developments at less than 10 dwelling units per acre are not appropriate in this area.

Text replaced with: 'Mainstreet Master Plan Area'

Downtown Core

The Downtown Core is the essence of our hometown feel, with a wide range of things to do and see, drawing people beyond the traditional work day. Maintaining and enhancing the historical character of Parker, while providing a unique and creative local flavor, are important elements to maintaining Downtown as the focal point of the community. The objective of this Character Area is to embrace the fullest possible range of human interactions, from the simple buying and selling of goods and services to providing people with the widest spectrum of cultural, educational and entertainment experiences.

The Downtown Core acts as a 'mixed-use neighborhood' that includes uses such as higher density residential, office, government, arts and cultural

venues, restaurants, retail, personal services, as well as parks and other gathering places for community events. Provisions for these uses are promoted within vertically mixed-use developments that include housing and/or offices located above ground floor retail and services.

The Downtown should be compact and walkable. In order to maintain Downtown as a vibrant and attractive 'destination', attention needs to be directed to development intensity, diverse land uses, building height and architectural design. These are critical elements in creating a sustainable downtown core for our growing population.

The Denver Regional Council of Governments classifies this character area as an Urban Center through their Metro Vision 2035 Plan.



Example of a mixed-use development



East Downtown Gateway

East Downtown Gateway serves as a transition from the unique mixed use Downtown Core to the suburban residential uses to the east. Development in this area should focus on framing the gateway to the Downtown Core at the intersection of Pine Drive and Mainstreet and then west along Mainstreet to PACE Center Drive. Framing will be through similar massing and building placement to the Downtown Core but with the option for more current architecture. Uses to the east, adjacent to residential neighborhoods, shall be compatible with the scale and massing of adjoining land uses.



East Downtown Gateway will be a 'mixed-use neighborhood' that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services, as well as parks, open space and other public gathering places. Retail uses within East Downtown Gateway should be a mix of uses that focus on serving the needs of the surrounding residents as well as compliment the unique arts, culture, character and experience of the Downtown Core. The total Gross Leasable Area (GLA) for the commercial/office components within the entire East Downtown Gateway should range from 100,000 to 300,000 square feet combined.

East Downtown Gateway should be compact and walkable with a focus on connecting to the Downtown Core and the Sulphur Gulch Trail. Pine Drive, an arterial road, bisects this district. Any auto-oriented uses should respect pedestrian safety and movement. The visible impact of drive-throughs, garage doors and gas canopies should be mitigated from Pine Drive, Mainstreet, pedestrian areas and residential areas.

The Denver Regional Council of Governments classifies this character area as an Urban Center through their Metro Vision 2035 Plan.



Mainstreet Master Plan Area

The Mainstreet Master Plan envisions future development for the Mainstreet corridor as a pedestrian-friendly environment that supports a vibrant and sustainable downtown area. Building upon this vision, new development and redevelopment strategies for the larger Mainstreet corridor will strive to encourage active pedestrian-oriented ground floor uses for buildings and parcels adjacent to Mainstreet, while directing office and residential uses to upper floors. Focus will be placed on filling in physical gaps between existing buildings and increasing development intensity and critical mass.

Land Use

Appropriate land uses in the Mainstreet Master Plan Area emphasize three distinct themes as further described below.

Ground-Floor Active Uses

Ground-floor active uses will be promoted to support a walkable pedestrian environment with interactive storefronts for Mainstreet and abutting buildings and parcels throughout Downtown. Active ground-floor uses will include retail, restaurants, boutiques, coffee shops, art galleries, personal services and other similar uses.

Mixed-Use Housing

Higher density multi-family housing through a mixed-use environment will be encouraged throughout the plan area. Increasing residential housing units in a mixed use development fosters a more walkable, pedestrian-friendly environment in Downtown.

More Daytime Activity

Actively pursuing employers to the Downtown area will create a higher intensity of office jobs and higher education uses that support a daytime economy. By transitioning vacant parcels located within the Mainstreet plan area into a higher intensity of daytime uses, under-utilized land within Downtown will be revitalized into developments that will contribute to Parkers local economy and job growth.

Character

Creating a unique character for the built environment in Downtown involves creating high quality, appropriately scaled development, buildings and great public spaces for people to gather. Urban design will focus on buildings that work together to create a sense of place, great streets and connectivity between spaces and places, public art and streetscape (street trees, lighting, furnishings), without limiting a particular style or period of architecture. Appropriate urban forms that contribute to the character of the Mainstreet Master Plan Area emphasize three distinct themes as further described below.

Streetscape

Creating character, shade, and visual interest for the built environment in Downtown will emphasize the installation of a continuous line of street trees, public art, street furnishings, and hardscape along both sides of Mainstreet.

Building Heights

New development within the Mainstreet Master Plan Area must be a minimum of two stories, with up to five stories permitted in certain areas of downtown, creating a higher intensity of development that supports more activity, a vibrant street life and will attract a larger customer-base for existing and future businesses.

Architecture

To promote and enhance the Downtown character, emphasis will be placed on using high quality building materials in the design of authentic and diverse architecture.

Additional guidance on the type and character of development within the Mainstreet Plan Area can be found in the Parker Mainstreet Master Plan which was adopted in 2015 as an element of this Master Plan.

The Denver Regional Council of Governments (DRCOG) classifies the entire downtown area as an Urban Center through their Metro Vision 2035 Plan, as amended.

Neighborhoods

Neighborhoods serve as the primary building blocks of our community and focus on a range of mostly residential classifications, with an emphasis on single-family detached homes. Other community assets such as places of worship, schools and parks, are allowed within our neighborhoods. Pedestrian oriented small (less than 10,000 s.f. of building area per neighborhood) commercial uses may be appropriate where uses are focused on serving the immediate area. Such uses should not include gas, storage or drive through uses or repurposing of a residential home. Typical uses within neighborhoods include small retail, restaurants and personal service businesses. Uses and architecture should focus on compatibility with the surrounding residential area. These small commercial uses will be contemplated during the development review process as a part of a master-planned community.



In Parker, neighborhood developments are primarily master-planned. Within these master-planned developments, a variety of residential densities and/or dwelling types may be developed; however, the overall density, on a gross acreage basis, must reflect the densities shown on the General Land Use Plan. Individual lot sizes may vary in master-planned developments due to clustering of dwellings and the preservation of sensitive environmental features and open space. Special care should be taken to provide adequate transitions between uses that have different intensities of development.

For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater.

The General Land Use Plan describes two neighborhood Character Areas: Medium and Low Density Residential.

Medium Density Residential

The Medium Density Residential Character Area will consist of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.

Low Density Residential

The Low Density Residential Character Area will consist of an overall gross density of 2.2 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.

Neighborhoods
serve as the primary
building blocks of
our community.



Community, Neighborhood and Highway Commercial Centers

Neighborhood Centers and Community Centers are located within Medium Density and Low Density Residential Character Areas and are generally situated at major intersections. These Centers must be carefully planned and coordinated to avoid negative impacts to traffic capacity and adjacent land uses. Development within these Centers should transition into the surrounding neighborhood, both in terms of land use and design features. These Centers, created to protect and serve residential neighborhoods, are defined below.

The physical characteristics of Community and Neighborhood Centers includes the concentration of commercial development near the intersections of major arterials or collector streets. Preserving key commercial corners of these intersections is necessary to ensure adequate locations for commercial development to serve visitors and residents of the Town.

Important commercial/retail corners should be accessible to transit, are walkable, have good automobile access, are visible from the roadway and have the potential to connect to a neighborhood.

It is important that Neighborhood Centers and Community Centers incorporate multi-modal access to existing residential neighborhoods and, where planned, higher density residential use is integrated into the Center design as a secondary element.

Mixed-Use Planning Areas within Neighborhood Centers and Community Centers shall have no less than 33 percent of their total land area developed for commercial use. Limited exceptions may be made for vertical mixed-use development, clustering to address environmentally sensitive areas or improve urban design.

Neighborhood Centers

Neighborhood Centers should be planned to serve the basic needs of the surrounding residents. Typical uses within Neighborhood Centers include convenient retail and personal/business services, generally anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Neighborhood Center should range from 50,000 to 250,000 square feet combined.

In general, a Neighborhood Center shall have no less than 33 percent or eight (8) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use.

Higher density residential is appropriate in these Centers as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle to obtain goods and services. Massing and scale of higher density residential development shall respect the scale and massing of adjoining land uses and shall reflect an integrated neighborhood feel. Typical garden style apartment designs are not appropriate.



Community Centers

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. Generally, the total Gross Leasable Area (GLA) for the commercial/office components within an entire Community Center should range from 250,000 to 500,000 square feet combined.

In general, a Community Center shall have no less than 33 percent or 20 acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use development.

Highway Commercial Center

Located at major intersections along E-470 these Centers overlay other Character Areas and the land uses may also focus on the demands of the traveling public and the needs of residents returning to or leaving Parker. Appropriate uses in these areas include those of the underlying Character Areas, but also contemplate uses such as convenience retail with gas stations and hotels.



Our Parker community promotes a quality of public and private development and redevelopment that is a regional example of excellent aesthetic composition and sustainable durability.



Community Appearance and Design



INTRODUCTION

One of the most important ways in which Parker can differentiate itself from other jurisdictions is by demanding excellence in the physical appearance of the built environment. This philosophy was echoed time and again during the public participation process.

The appearance of the Town gives residents and those traveling through a lasting impression of the community. The value of the physical component is important to our community and will continue to be so as Parker grows and ages.

Our community leaders continue to carefully scrutinize new development, redevelopment and related activities. This forward thinking has resulted in a quality community even with the explosive growth experienced in the recent past.

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.



We listened...

Our Face to the World

A common theme across topic-specific workshops during the public participation process was the importance of the physical appearance of the Town. Physical appearance of the Town includes our building architecture, landscaping, street designs and parking lots. These design elements working together help preserve our community character and create a place that is unique and special to us. This Chapter is intended to promote excellence in appearance and design, in acknowledgement of the overwhelming importance of that issue expressed by our citizens.

GOALS AND STRATEGIES

I. Our community's streets and walkways will be planned, built and maintained as safe and attractive public spaces.

1.A. Develop streetscape plans for highly visible, major streets in Town that address issues such as safety, trees and landscaping, lighting, pedestrian amenities, sidewalks, crosswalks and medians.

- Develop a streetscape plan for Mainstreet between Parker Road and Twenty Mile Road that emphasizes a pedestrian-friendly environment and creates a transition from the suburban character of the road to the historic downtown character on the east side of Parker Road.
- Develop a plan for Parker Road that includes elements for 'beautification' and safe pedestrian access along and across this State highway.
- Develop a plan for landscaping and streetscape improvements focused on the intersection of Parker Road and Mainstreet to reflect the importance of this crossroads in our community.
- Seek opportunities to partner with property owners in older commercial areas to plan for and make improvements to streetscapes adjacent to their properties.
- Develop streetscape plans for other highly visible, major streets within Town.



1.B. The use of alleys should be considered in higher density areas in order to reduce the need to locate driveways and garages along the street as well as to provide access to off-street parking in mixed-use areas.

1.C. Continue to ensure that neighborhood streets are designed to emphasize safety and to support our residential neighborhoods as special places.

1.D. Enhance and accentuate Town entryways at key entry points to the Town.

1.E. Parker Road pedestrian underpasses shall be enhanced to ensure they are safe, attractive and accessible.

2. Housing in all forms will be constructed of high quality materials and designed to create safe and attractive neighborhoods. Special attention shall be given to building massing, form and variation to prevent the repetition of similar homes or building complexes.

2.A. Work with the residents, businesses and property owners within our community to update the design standards for multi-family housing to ensure development and redevelopment reflects the community's desire to create a high quality built environment that differentiates us from surrounding communities.

2.B. Use architecture, building design, public spaces and massing to create neighborhoods that are desirable places to live.



3. Commercial buildings shall give special attention to building massing, form and design to create a series of unique places that contribute to the overall character of Parker as a distinctive community.

3.A. Work with the residents, businesses and property owners within our community to update the commercial design standards to ensure development and redevelopment reflects the community's desire to create a high quality built environment that differentiates us from surrounding communities. Use architecture, building design, public spaces and massing to create unique and attractive commercial destinations that are easily accessible by all modes of travel, especially walking and bicycling, therefore creating attractive, economically vibrant/sustainable places.

4. Support quality appearance of the built environment as structures age.

4.A. Develop and enforce maintenance standards for all properties in Parker to prevent the onset of deterioration and blight.

4.B. Develop a sub area Plan for development and redevelopment of aging properties along Parker Road through the core of our community.

5. Negative visual impacts from parking areas shall be minimized.

5.A. To soften and mitigate the visual impacts of large paved areas, update the existing 'Land Development Ordinance' to require an even denser landscaped edge and visual buffer to screen parking areas from adjacent roadways and non-compatible uses.

5.B. To minimize the perception of large, continuous expanses of pavement, amend the 'Land Development Ordinance' to require more interior landscaping within parking lots.

5.C. Where appropriate, locate buildings adjacent to the street to either block or break up the view of parking lots.



Our Parker community will consist of a variety of unique neighborhoods that provide housing opportunities for residents of all ages. We will establish and preserve residential areas as safe, attractive and desirable places to live.



Housing and Neighborhoods



PARKER'S HOUSING STOCK

During the 1980's and early 1990's, Parker's housing market consisted of almost entirely single-family, detached homes and townhomes. As the Town matured and Parker experienced a boom in the early 2000's in its retail and service sector markets, local demand for housing for employees began to increase. With limited affordable housing opportunities, employees were commuting from neighboring communities to Parker for work. The completion of E-470 also allowed additional mobility from Parker to the I-25 corridor. In response to this market, the development community built a series of apartment complexes, primarily near Parker's downtown and along the E-470 corridor. During and following this same timeframe, there was a boom in the single-family, detached housing market. In 2008 the market for all new housing dropped significantly as the market adjusted to broader strains on the economy. Though the housing market is expected to continue to make a recovery in Parker, it is not expected to return to the boom levels of the early 2000's.



In 2011, Parker had a slightly diversified housing mix. Nevertheless, housing in the Town is still predominately single-family, detached homes (75%). Parker has a similar percentage of single-family and multifamily housing units when compared with nearby jurisdictions and Douglas County as a whole. Lone Tree is the exception which has a lower percentage of single family detached homes than Parker and other surrounding areas (*see Figure 8A*).

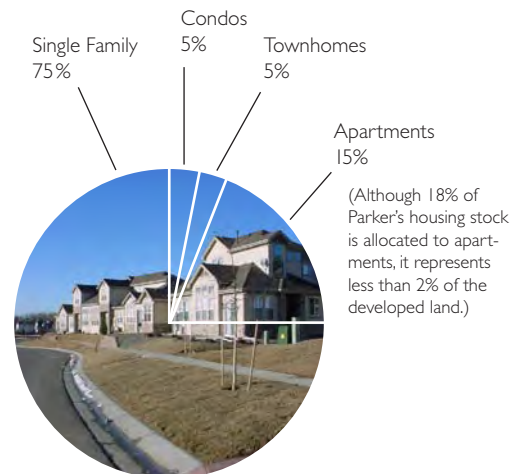
We listened...

A Town to Live In

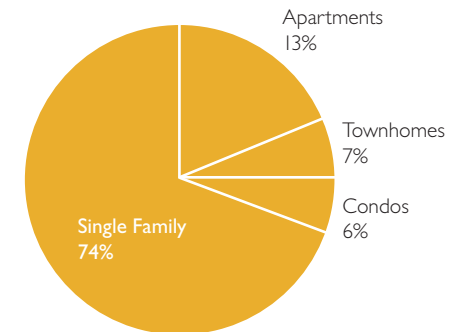
Through the public participation process, some citizens said they preferred that only single-family, detached homes be added to Parker's housing stock in the future. Other people said that all housing types are appropriate for Parker, but that multi-family development is more appropriate in locations that do not negatively impact existing residential neighborhoods. Additionally important to citizens is the physical appearance of multi-family housing. Aesthetics, the interaction of land uses and the protection of existing neighborhoods are important elements in maintaining our quality of life. Providing a healthy mix of housing types for our current and future residents is of equal importance. All of these priorities are embodied in the goals and strategies contained in the Plan.

Figure 8A: Housing Stock Mix, 2010

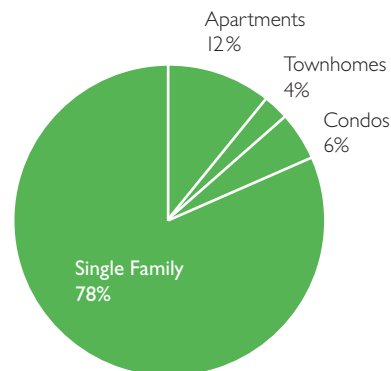
Source: Douglas County, Town of Parker



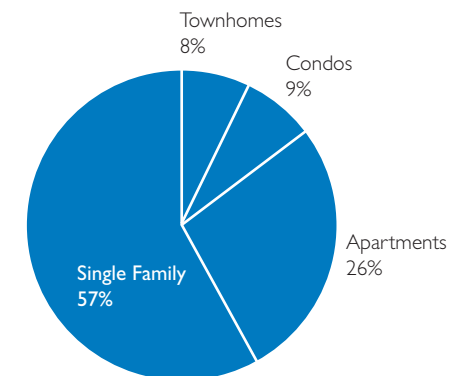
Parker



Castle Rock



Douglas County



Lone Tree



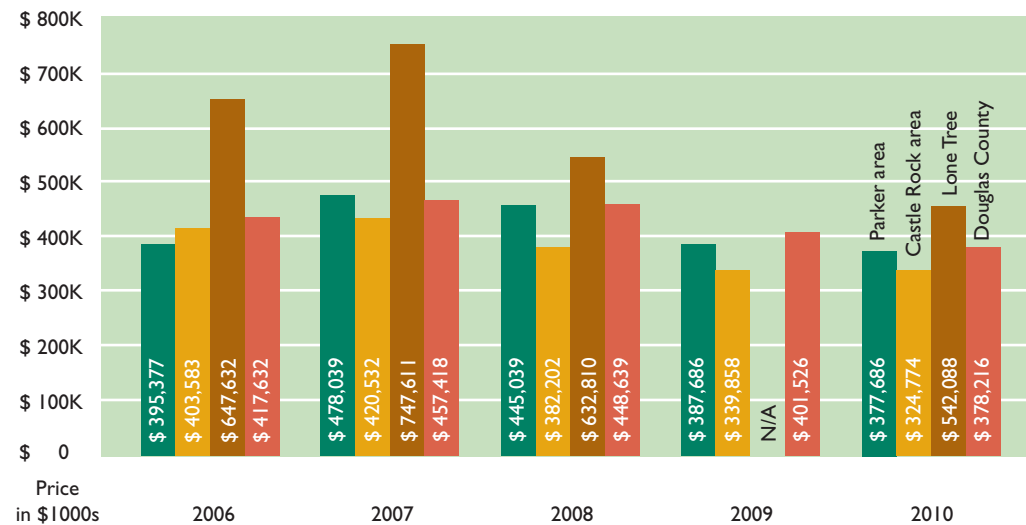
Home Ownership

According to the 2010 Census, Parker's homes are primarily (76.1%) owner occupied. It should be noted that though this percentage is high, the home ownership rate has dropped from 89.3% in 2000; this is consistent with the national trend. The Town cannot legally restrict the renting of homes. However, by supporting a variety of housing types and developing a community that people wish to stay in, we hope to allow all of our new residents the opportunity to own their home.

Vacancy Rates

In 2010, the apartment vacancy rate in northern Douglas County had dropped to 5.1%; a phenomenon experienced by the entire Front Range. A number of influencing factors contributed to the low vacancy rate including the economic downturn and the limited construction of new units metro wide. The current low vacancy rate and the high quality of life in Parker make the Town attractive for rental apartments. General market conditions suggest that nationally there is a trend towards a higher ratio of rental housing.

Figure 8B: **New Homes Market 2006-2010 Average Sale Price**
Source: Hanley Wood



THE COST OF HOUSING

In general, housing in Parker is comparable in price to Castle Rock and less expensive than housing in neighboring Lone Tree and unincorporated Douglas County (see Figure 8B). Apartment rental rates in Parker and Douglas County are higher than those of Arapahoe County to the north and the Denver metropolitan area (see figure 8C). Higher demand for rental properties continues to increase rental rates both locally and throughout the Denver metropolitan area.



Figure 8C: **Apartment Rents per Square Foot, 2006-2010**

Source: State of Colorado

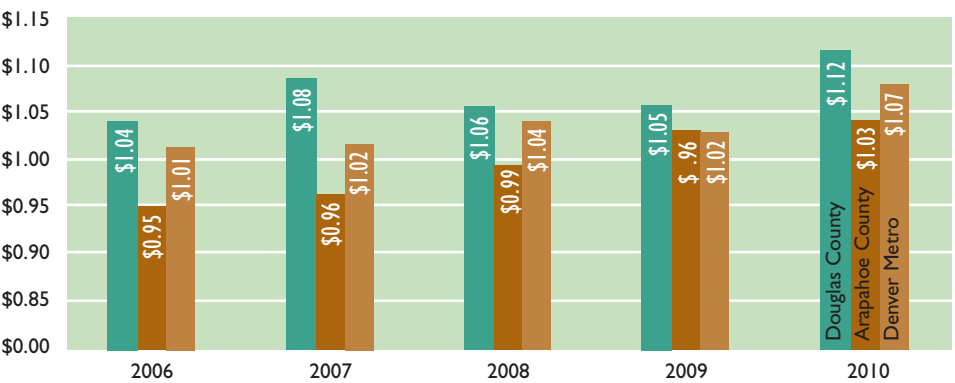
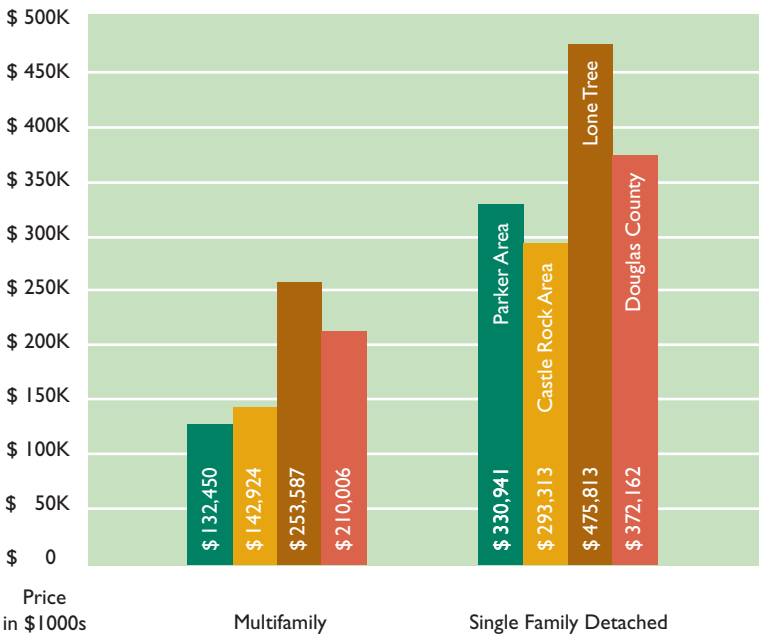


Figure 8D: **Pricing Summary of Resale Houses, 2010**

Source: Hanley Wood





HOUSING AFFORDABILITY

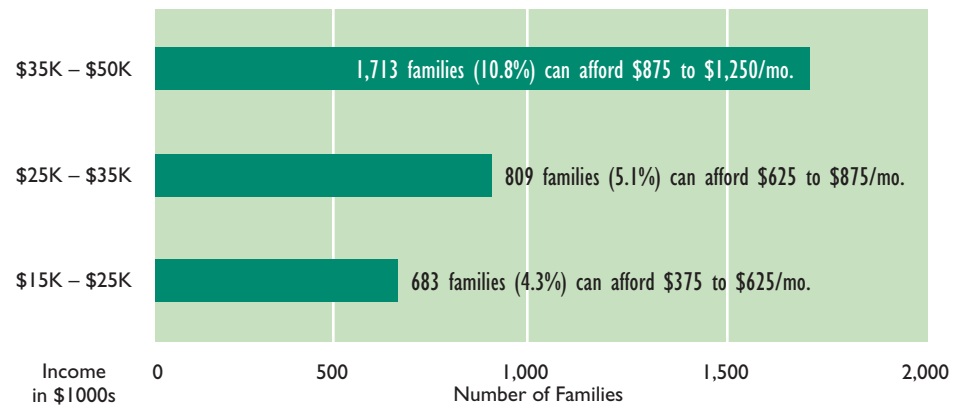
The demographics of our community are changing and land identified for housing development is becoming increasingly limited. As the cost of land and development in the Town increases, affordability becomes more of an issue.

The generally accepted definition of housing affordability for a household is that no more than 30% of household income should be spent on housing (mortgage or rent). Looking at the median family income in Parker today (\$90,502) and using this definition, this equates to a monthly payment of \$2,263.

Although many Parker residents can comfortably afford housing in Town, 20% of Parker families are struggling to find affordable housing (*see Figure 8E*).

Figure 8E: **Housing Affordability in Parker**

Source: Town of Parker



No matter where our residents are in the 'life cycle', whether a young adult, an employee who works in Town or a senior citizen on a fixed income, it is in the Town's best interest to accommodate this wide range of needs by providing an adequate housing mix. Parker has taken steps to address this issue. In 2003, Douglas County and the municipalities of Parker, Castle Rock and Lone Tree entered into an intergovernmental agreement to establish a multi-jurisdictional housing authority. The Douglas County Housing Partnership is dedicated to creating and sustaining communities through innovative partnerships and entrepreneurial housing programs.



HOUSING FOR OLDER ADULTS

Douglas County will see one of the highest percentage increases in people over 65. Not only are our residents choosing to age in place, additional older adults are attracted to the area to be near family. Providing housing for our aging demographic and allowing them to stay in our community is important to the Town.



VALUING OUR NEIGHBORHOODS AND RESIDENTIAL CHARACTERS

Our residential neighborhoods are the core and heart of our community. Without our residents, the Town of Parker would not exist. Because residential neighborhoods are such an essential aspect of our community, goals and strategies that protect and enhance our existing neighborhoods are not only incorporated in this chapter, but throughout the Plan. Below, are highlights of some of these key concepts:

- Protect the character of our existing residential neighborhood
- Locate higher residential densities in specific and appropriate areas
- Improve the physical appearance and design of multi-family housing developments
- Ensure that open space and parks are dedicated to meet our community needs as we grow
- Ensure that the water supply and other public facilities are adequate to support development
- Support the development of a full range of senior housing



GOALS AND STRATEGIES

1. Preserve and protect the quality of life within our existing residential neighborhoods.

1.A. When reviewing development proposals adjacent to and within existing neighborhoods, ensure that the development demonstrates compatibility with, and sensitivity to, existing neighborhood characteristics in terms of housing, quality, density, building height, placement, scale and architectural character.

2. Continue to encourage low density housing neighborhoods.

2.A. Sustain the primarily low density housing character located around the fringe of Parker today.

3. Encourage housing development that provides for ‘live, work and play’ relationships as a way to reduce traffic congestion, encourage economic expansion and increase overall quality of life for our residents.

3.A. Encourage a variety of housing densities in close proximity to employment centers along the E-470 Corridor, within our Downtown Core, around commercial areas and near transit centers.

3.B. Encourage multi-family housing units within mixed-use buildings, where appropriate.

4. Encourage the increased availability and integration of a variety of housing that supports flexibility, mobility, independent living and services for the elderly and those with special needs.

4.A. Continue to encourage the development of a full range of senior housing.

4.B. Integrate senior housing into neighborhoods to promote opportunities for inter-generational connections and continuum of care for the elderly.

4.C. Seek opportunities to locate housing for those citizens with special needs near transportation services that will make their mobility easier.

4.D. Permit accessory dwellings in neighborhoods, where appropriate.

5. Increase the homeownership rate with an emphasis on creating opportunities for all income levels.

5.A. Encourage single-family attached and detached homes within a wide range of prices.

5.B. Support programs that assist low- and middle-income persons and families to purchase homes.



Our Parker community has a strong economy that attracts quality businesses, provides essential community services and offers a variety of employment opportunities.



Jobs and Economic Vitality

9

INTRODUCTION

The importance of a healthy, vibrant economy to Parker's lifestyle and identity cannot be over emphasized. Parker relies on the continued growth and increasing health of its economy to generate financial resources to provide high quality services for its citizens. A healthy economy in the Town allows citizens to maintain their high quality of life and provides employment opportunities closer to home. Without the continued health of our economy, our citizens would experience decreased levels of Town services and amenities, and/or increased taxes and increased fees for these services. The Town is committed to targeting new opportunities that diversify our economic base and continue to provide for the fiscal health of our community while respecting our environment and our unique hometown feel.



PARKER'S ECONOMY

Employment in the Town has grown significantly in the past ten years along with residential growth. In 2010, there were an estimated 17,074 jobs in the Town, with a job-to-household ratio of approximately 1.03 jobs per household. The five largest employment sectors in the Town are:

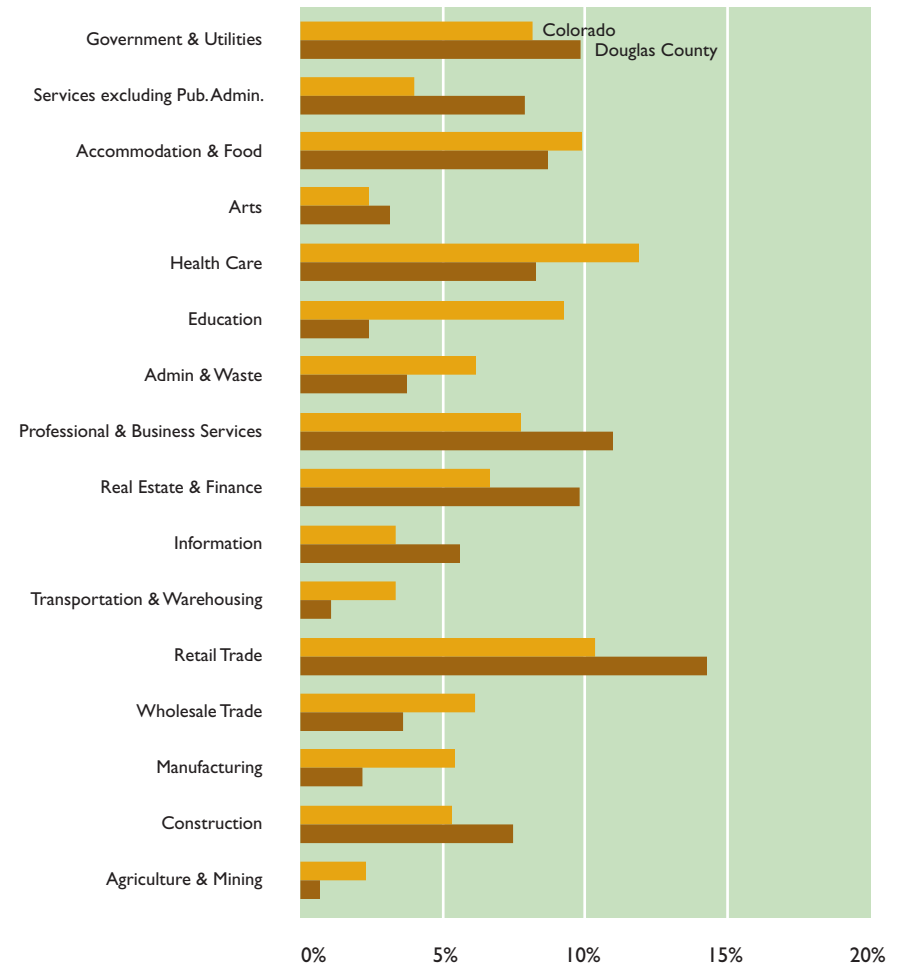
- Retail trade
- Professional and Business Services
- Government
- Accommodation and food services
- Construction

The Town's economy is primarily made up of 'secondary' jobs (86%) (*see Figure 9A*). Secondary jobs can best be described as jobs that support our residents and businesses, such as retail, and personal and professional services.



Figure 9A: Employment by Sector, 2010

Source: Colo. Dept. of Local Affairs, Denver Regional Council of Governments, Economic & Planning Systems



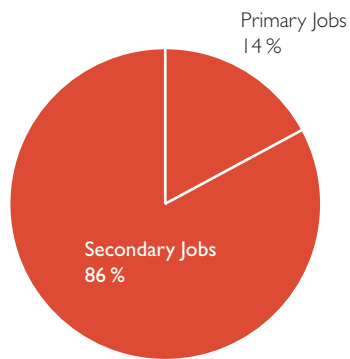
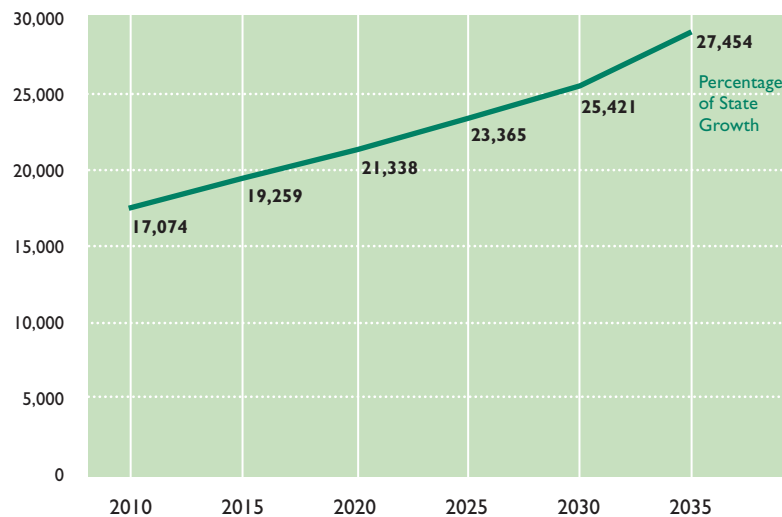


Figure 9B: Parker Job Market
Source: Town of Parker

While these jobs will continue to be an important part of our community, it is also important to have ‘primary’ jobs which function as the economic engine of the local economy. It is these types of jobs that bring the wealth into a community. Presently, only 14% of Parker’s economy is made up of primary jobs. However, most Parker residents work in this ‘primary’ job market, requiring them to commute either to the Denver Technology Center or to the greater Downtown Denver area.

Figure 9C: Parker Employment Forecast Scenarios, 2010-2035

Source: Douglas County, Denver Regional Council of Governments, Economic & Planning Systems



EMPLOYMENT FORECAST 2035

The Town has developed an Employment Forecast to 2035 based on the Colorado Department of Local Affairs employment growth forecast over the same period. The Town projections assume that our employment growth will occur at the same rate as employment growth statewide. Near term employment growth will depend on how quickly the region and nation emerge from the current economic downturn. The employment forecast for 2035 is approximately 27,500 jobs (*see Figure 9C*). Annual employment increases based on this projection would be approximately 400 jobs per year. Based on economic and population forecasts, employment growth in the Town will outpace residential growth, increasing the jobs-per-household ratio from 1.03 jobs per household in 2010 to 1.26 jobs per household in 2035.

Figure 9D: Parker Comparison Employment Forecast, 2010-2035

Source: Colorado Department of Local Affairs & Town of Parker

	2010	2015	2020	2025	2030	2035
Parker	17,074	19,259 (12.8%)	21,338 (10.8%)	23,275 (9.5%)	25,421 (8.8%)	27,454 (8.0%)
Douglas Co.	122,134	137,767 (12.8%)	152,645 (10.8%)	167,146 (9.5%)	181,854 (7.1%)	196,402 (8.0%)
Denver Metro	2,611,664	1,801,465 (11.7%)	1,959,350 (8.8%)	2,109,198 (7.6%)	2,260,670 (7.1%)	2,409,302 (6.5%)
Colorado	2,785,700	3,142,300 (12.8%)	3,480,900 (10.8%)	3,813,900 (9.5%)	4,148,200 (8.8%)	4,479,200 (8.0%)

We listened...

The big, the small, but not the ugly and vacant

Through the public participation process, some citizens said they preferred that the Town not allow additional big box retailers or national chains. Because of private property rights, the Town cannot legally prohibit specific retailers and chains from locating in our community, however, we can mitigate their impacts through controlling their location and physical appearance.

Citizens were very supportive of expanding the variety of our local, small businesses because they provide us with specialty items, hometown friendliness and a level of distinctive character.

Maintaining a healthy business community is of the utmost importance to the Town. The Town is consistently looking for new and innovative ways to support businesses in our community while mitigating potential impacts. This search will be furthered through this Plan.

Office and Industrial

The office and industrial market in the southeast Denver Metropolitan Area grew quickly through 2001. Since then, however, new development of office and industrial space slowed significantly because of the economic downturn. Nevertheless, growth in these markets is expected to return during the next five years. To date, much of the development in the office and industrial markets has occurred north and west of Parker near I-25 and along E-470. As office and industrial expansion returns to the Denver Metropolitan Area, growth pressure and opportunities will begin to increase along the E-470 corridor and into Parker. The Town will need to assure that land is available along the E-470 corridor to support this future growth.

Today, smaller office buildings are built in the Town to serve local business needs for accountants, personal attorneys, insurance agents and other small businesses in our community.

We continue to have demand for light industrial and flexible space. These spaces are generally used by small local businesses providing a wide range of products and services for local, regional and sometimes international markets. These businesses are important to the future of our economy.





Retail

Parker experienced an explosion of retail development in the early 2000's. Since 2008, the commercial growth has slowed significantly consistent with regional and national trends. Historically, Parker had been served by small commercial centers along Parker Road, many of which preceded the Town's incorporation in 1981. Parker has several large neighborhood and regional retail centers anchored by grocery stores, discount department stores and home improvement centers. Parker's retail market is one of the major economic drivers in our community.

The Town is located between two large regional mega-retail centers, Park Meadows Mall and Southlands (*see Figure 9E*). Our location between these two major centers creates a disadvantage in attracting certain retailers that typically locate in regional mega-centers. However, Parker's unique location along Parker Road on the southeastern fringe of the Metro area has it positioned to serve a much larger market than just the residents of the Town itself. We are very attractive to retailers looking for a different retail atmosphere than a mega center, retailers with smaller market areas or specific niche retailers.

Based on survey results and 2011 sales by retail industries, the following types of retail are underserved in the Town:

- Clothing and accessories
- Entertainment
- Electronics and appliances
- Sporting goods/hobby/books/music
- Eating and drinking establishments

It is crucial for Parker to maintain a strong, aggressive position in maintaining and attracting new, high quality retail to the Town. It is equally crucial to support and nurture our small, local businesses to assure that our retail economy is healthy, unique and well balanced.



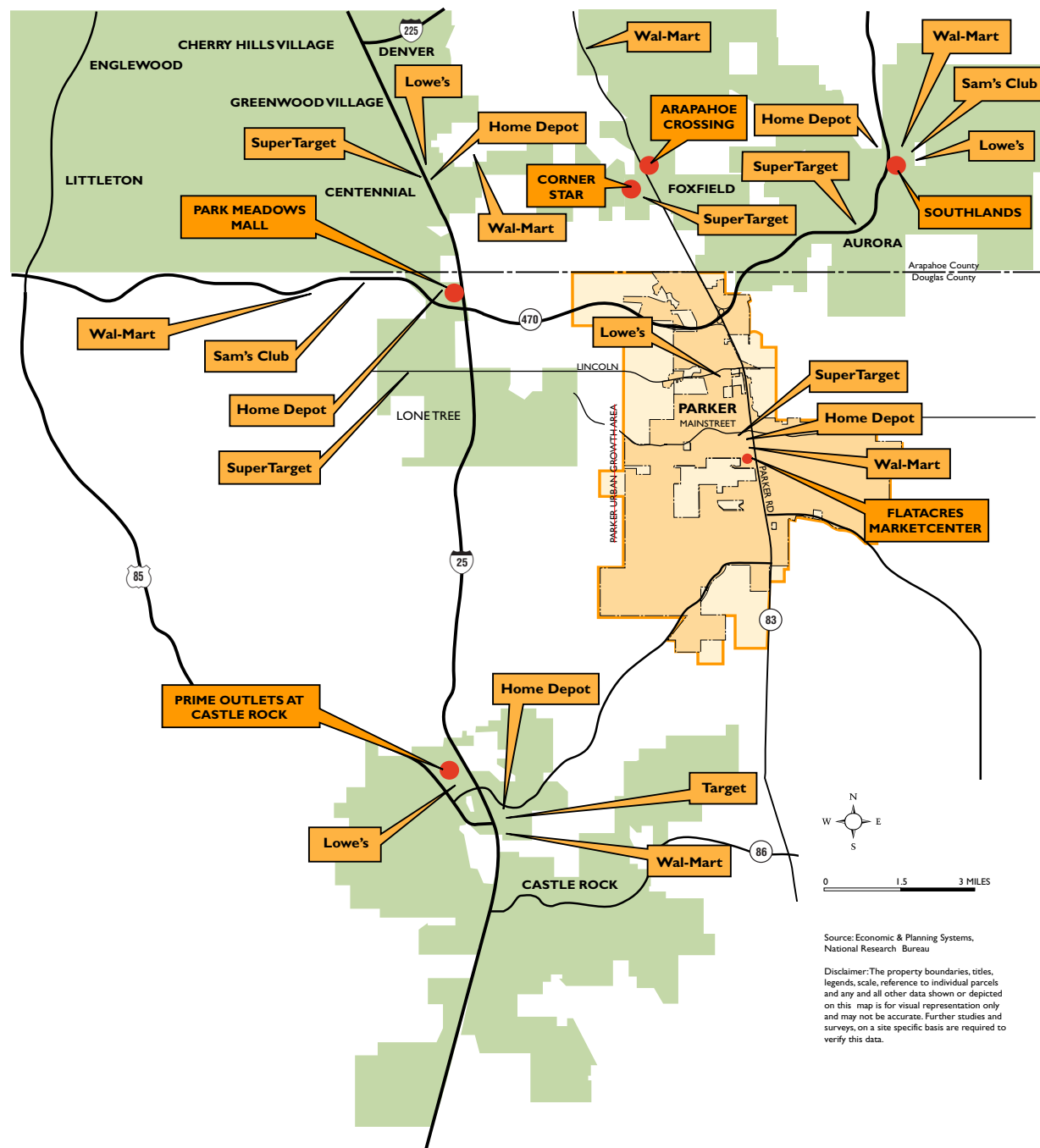
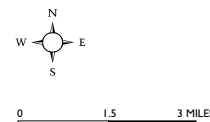


Figure 9E: **Regional Discount Retailers and Shopping Centers, 2010**

Source: Town of Parker



Source: Economic & Planning Systems,
National Research Bureau

Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.



REVITALIZATION

As our community ages, revitalization and redevelopment of older commercial areas become critical to our future. Parker's goal is to prevent the decline of our mature commercial areas by acting in a proactive manner where possible to prevent these areas from losing their desirability. Retaining and enhancing the vitality of the Town's maturing areas are critical priorities in maintaining the Town's overall economic health. In 2006, the Town established the Parker Authority for Reinvestment, an urban renewal authority, as a tool to help property owners redevelop and revitalize their aging properties. In 2009, the Town established its first urban renewal area, the Parker Central Area which can generally be described as the greater downtown area surrounding the intersection of Parker Road and Mainstreet.



ECONOMIC DEVELOPMENT SUPPORT ORGANIZATIONS

The Town established an in house Economic Development Department in 2009 in order to improve the business climate in the Town to achieve the Town's Vision of a "full service community". The primary functions of the Town's Economic Development Department are:

- Business Attraction – Working with brokers, regional and state economic development entities, local economic development councils, industry organizations, and existing businesses to attract new employers and retail enterprises to the area.
- Business Retention and Expansion – On-going performance of business retention visits to build relationships, identify business issues, opportunities for expansion, and challenges impacting not only existing business growth but new business attraction.
- Small Business Development – Supporting small business growth through specific Town programs, creating partnerships with the Small Business Development Center, Douglas County Libraries, the Douglas County Economic Gardening Program as well as development of a local lender network.

- Real Estate Development – Facilitating new development in the Town by matching development and developer opportunities, acting as an in-house advocate for business, and facilitating developer/staff interaction.
- Redevelopment and Revitalization – Identify potential redevelopment areas, tools, and private partners for participation
- Target Industry Development – Identify target industries through research and working with partners.
- Marketing – Develop and implement marketing efforts that compliment identified goals and objectives.

A number of organizations support Parker's economic development. Following is a brief description of these organizations and their missions.

Douglas County Economic Development Partnership

Douglas County, the Castle Rock Economic Development Council, the Town of Parker and the Southeast Business Partnership work together to effectively implement economic development activities toward the goal of a vibrant economy for Douglas County.

Chamber of Commerce

The mission of the Parker Chamber of Commerce is to support and promote the success of its members through networking, professional development, advocacy, leadership and community development. The Chamber provides members of our business community the opportunity to network together to promote themselves as businesses and to promote their interests in the community and in local government.



Southeast Business Partnership (SEBP)

The Southeast Business Partnership is an organization of government and business leaders committed to the economic vitality and sustainability of South Metro Denver; more specifically, Douglas County, western Arapahoe County and southeastern Denver County. The Partnership achieves this goal through a comprehensive strategy focused on business retention, expansion and attraction; active advocacy for transportation and infrastructure improvements; direct, proactive support of workforce housing and workforce development; and encouragement of business-friendly public policy



GOALS AND STRATEGIES

1. Attract and retain a variety of employment opportunities for Parker residents.

1.A. Work with supporting entities such as the Parker Chamber of Commerce and Southeast Business Partnership (SEBP) within the local and regional community to attract appropriate business and employment opportunities.

2. Encourage and support a high level of diverse, quality retail and services, with an emphasis on local businesses that contribute to Parker's sales and property tax base so that needed infrastructure, physical amenities, services and the expansion of such services are provided.

2.A. Nurture and support established businesses and ensure adequate opportunities for future and expanded commercial activity within designated areas of Town, as specified on the General Land Use Plan.

2.B. Balance Parker's business and retail community so it includes a variety and diversity of business types as well as a variety of business scales and sizes.

2.C. Continue to support the small, local businesses that contribute to our hometown feel.

2.D. Continue to pursue incentive programs to promote and encourage small, unique businesses.

2.E. Continue to attract new retailers and support existing retailers wishing to expand in order to fill existing vacant spaces.

3. Support existing higher education organizations and promote the development of additional higher educational campuses within Parker.

3. A. Support public and private partnerships to develop additional higher educational opportunities within the Town.

4. Create a vibrant, unique downtown as a ‘destination’ for Parker.

4. A. Promote a wide spectrum of mixed-uses to include cultural/entertainment, residential, office and retail/services that provide a unique, local flavor and encourage a pedestrian environment.

5. Continue to support the creative industries (arts and culture) and entertainment as an important contributor to our overall economic health and hometown feel.

5. A. Promote an expansion and diversification of entertainment amenities and activities within Parker.

5. B. Promote an expansion and diversification of the creative industries within Parker.

6. Sustain the long-term economic well being of the Town and its citizens through redevelopment and revitalization efforts.

6. A. Encourage and support the quality renovation and reuse of under-utilized parcels and buildings.

6. B. Continue to maintain and improve incentive programs to facilitate redevelopment and revitalization efforts.

6. C. Support the Parker Authority for Reinvestment in its efforts to facilitate redevelopment and revitalization efforts.



Our Parker community will develop and sustain a safe, convenient and efficient transportation system incorporating and integrating various modes of travel including automobiles, public transportation, bicycles and pedestrians.



Transportation

10

INTRODUCTION

The Town is an auto-oriented community, and the primary reliance is on the car. Nevertheless, we cannot only rely on ‘building our way out’ of our transportation problems – in other words, more roads and traffic lanes will not solve our transportation problems. Land use and transportation plans need to incorporate multimodal opportunities now and in the future.

Undoubtedly, the automobile will remain an important way to travel. However, alternatives to the automobile that are efficient, accessible and comfortable can challenge the reliance on the automobile and help reduce congestion on our streets.



PARKER TRANSPORTATION MASTER PLAN

In the spring of 2013, the Town of Parker embarked on the creation of a new Transportation Master Plan (TMP) in order to advance the Town's long term land use, economic, engineering and recreation goals through addressing and coordinating transportation issues such as operations, management, maintenance and financing of the transportation system.

On June 16, 2014 the Town adopted the Parker Transportation Master Plan as an element of the Parker 2035 Master Plan. The TMP is a foundation policy document that established policies, goals and strategies to ensure that the citizens and businesses of Parker have access to a high quality transportation system. With the adoption of this Plan the Town established the following six policies which are used as the foundation for the goals and strategies:

1. Integration

Coordinate land use planning, transportation planning and management, economic initiatives and capital investments to result in a transportation system and land uses that support and enhance each other.

2. Multi-Modal

Provide a multi-modal transportation system that maximizes mode choice and mobility for all users.

3. Interconnected

Create an interconnected local and regional roadway network that provides efficient and convenient mobility and access.

4. Design & Maintenance

Plan, design, build and maintain a high-quality, cost-effective transportation system.

5. Health

Provide a transportation system that offers opportunities for physical activity and healthy lifestyles.

6. Safety

Plan, design and implement transportation infrastructure that affords safe travel for all users.

PUBLIC TRANSPORTATION

Light Rail

The construction of the T-REX Southeast Corridor project, including a light rail (LRT) line along I-25 to Lincoln Avenue and along I-225 to Parker Road, provided new transit opportunities for the Town, and the entire southeast community. The LRT station at Lincoln Avenue and I-25 has a Park-n-Ride with over 1,200 spaces, and the Park-n-Ride at Parker Road and I-225 has over 1,200 spaces as well.



FasTracks

RTD's FasTracks plan, which was approved by voters in November 2004, will extend the Southeast Corridor light rail south 2.3 miles south of the Lincoln and I-25 station and will add three additional stops in Lone Tree – Sky Ridge, Lone Tree City Center and RidgeGate Parkway (see Figure 10A). The RidgeGate Parkway Park-n-Ride will function as the new end-of-line station and will accommodate 2,000 spaces. The projected schedule for opening this extension is not finalized.



Bus Service

Three routes currently serve the Parker community:

- Route 153 (Chambers Crosstown), providing service from downtown Parker to Aurora;
- Route 410 serves as the connection to the I-25 and Lincoln Avenue light rail station; and
- Route P which serves as a commuter express bus service to downtown Denver.



Local Circulator

The Parker Call-n-Ride was established in 2006 in conjunction with the opening of the southeast rail line, the boundary of which is depicted in Figure 10A. The program provides a convenient curb-to-curb service for our residents and employees who want to move around town without driving.



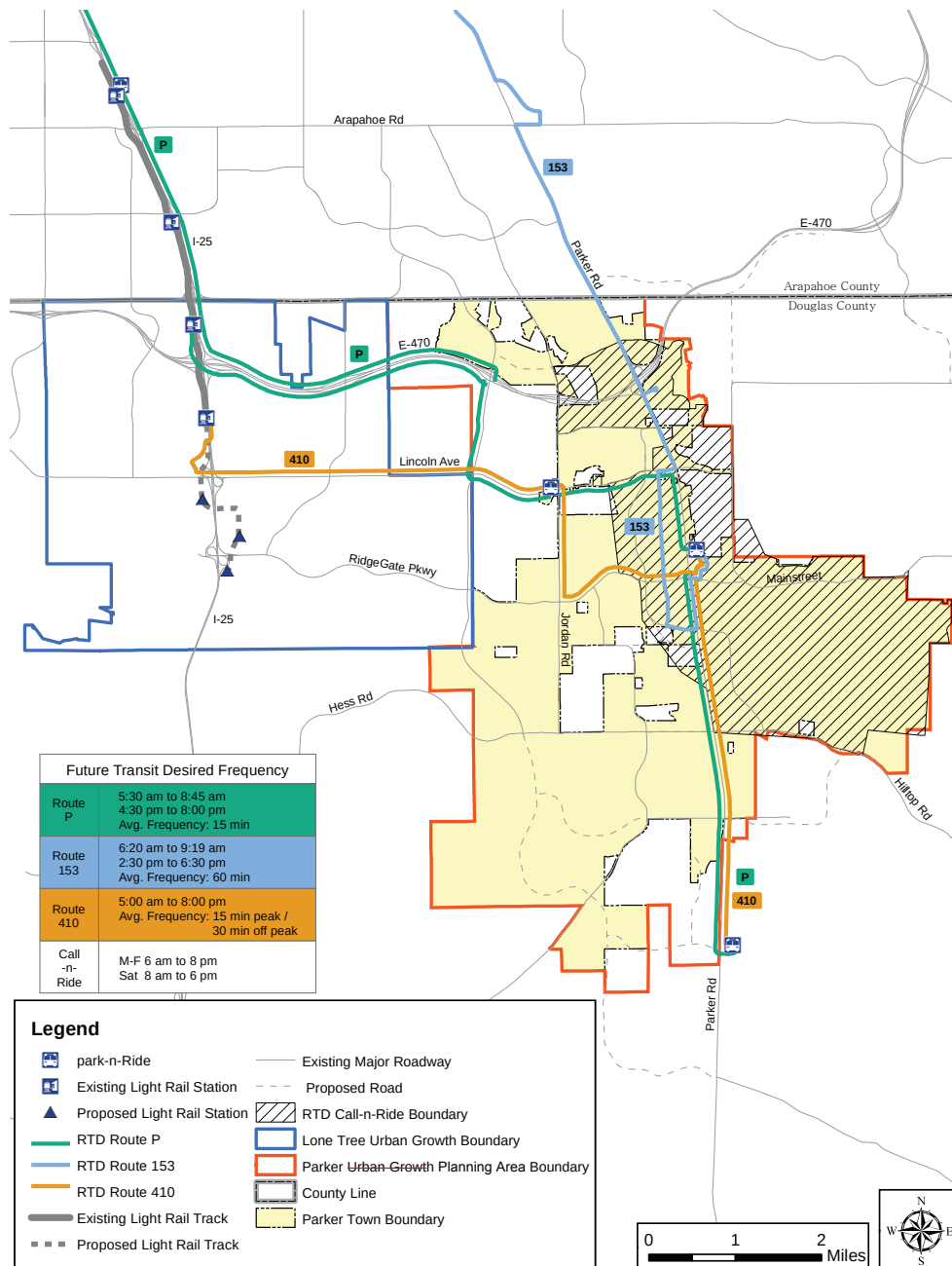


Figure 10A: **Public Transportation Services and Facilities**

Source: RTD, Town of Parker





TRANSIT STUDIES

In 2004 and 2005, when light rail was only planned to reach the southeast region, the Town undertook two studies to examine opportunities to provide enhanced public transportation options to our residents and employees. The first plan, entitled 'Transit Feasibility Study', was adopted in March 2004 and examined three specific objectives:

- Options for connections to the regional transit system
- Options for bringing employees and visitors to Parker
- The feasibility of local bus service

From this Study, the Town was able to achieve a number of important milestones including the formation of an ongoing partnership between the Town and RTD to guide and market the development of public transportation services in the Parker area.

One of the recommendations outlined in the Transit Feasibility Study was to further examine the feasibility of providing for a fixed guideway system from the planned Southeast Corridor light rail line terminus at RidgeGate in Lone Tree to downtown Parker. The outcome of this second project was entitled the 'Fixed Guideway Transit Study' which was adopted in the fall of 2005. This analysis concluded that a Bus Rapid Transit (BRT) system in a dedicated lane adjacent to Mainstreet was the preferred technology over light rail between downtown Parker and Lone Tree's future

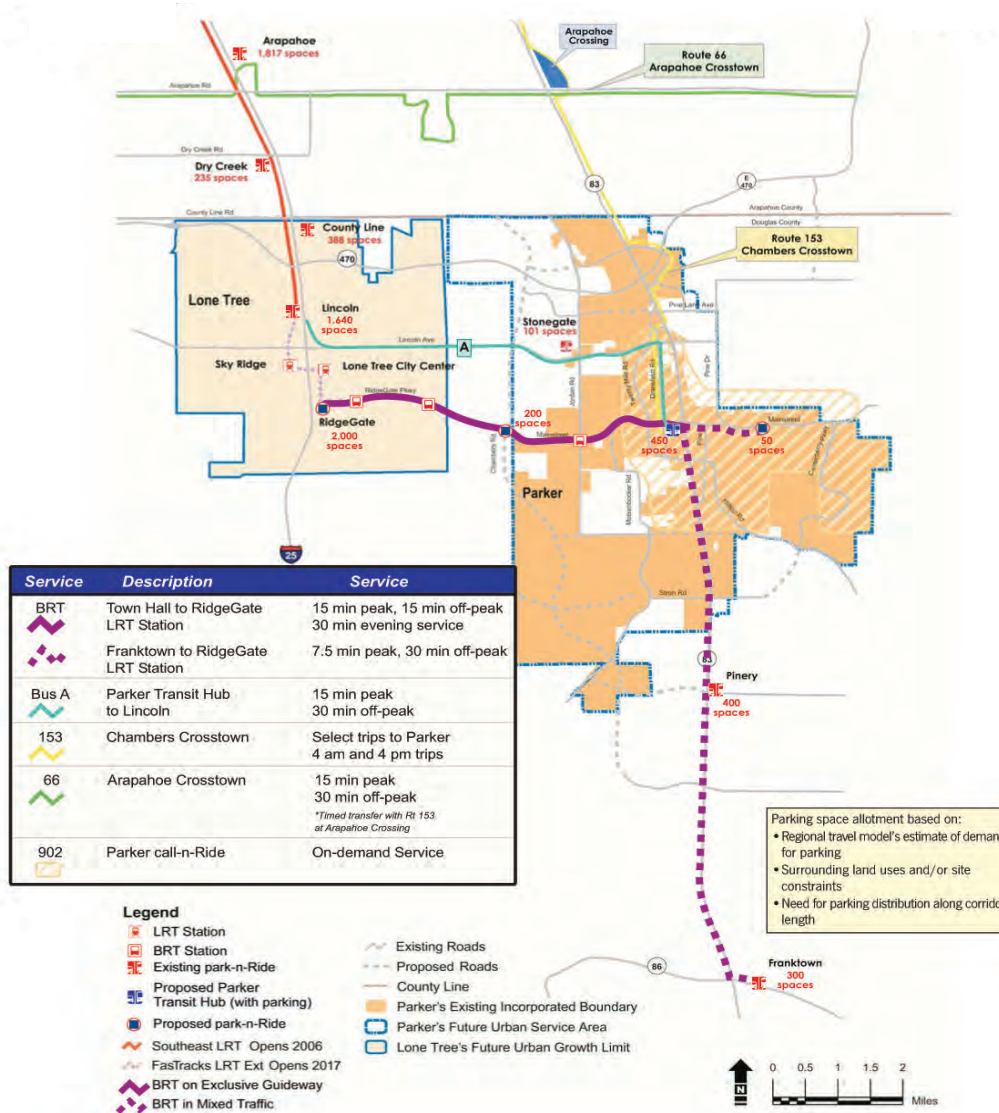
RidgeGate Parkway end-of-line station (*see Figure 10B*). Furthermore, the Study identified a number of stations along the proposed route as well as provided the Town with the ability to advance the corridor's 'readiness' for implementation and ensure that future development plans along this route will accommodate the appropriate right-of-way needed for the transit line. Since 2005, the RTD has struggled to complete construction of FasTracks due to declines in sales tax revenues. With FasTracks as RTD's infrastructure priority, the timing on construction of a fixed guideway system to Parker is many years out, unless another funding solution is found.

DOUGLAS COUNTY TRANSIT SOLUTIONS LOCAL COORDINATING COUNCIL

Douglas County Transit Solutions (DCTS) began meeting informally in 2001 to discuss and determine how it could address the transportation needs of low- to moderate-income residents in Douglas County. The committee is made up of jurisdictional representatives, community based organizations, and service providers from the County. In late 2007, DCTS received a grant to conduct a transportation study which resulted in the Coordinated Transportation Plan. The Plan established the need for a coordinated transportation system in the county. In 2012, The Town of Parker signed a Memorandum of Understanding with other members of the Committee to establish a Local Coordinating Council (LCC) that would reduce redundancy, and improve efficiency and mobility countywide.

Figure 10B: **BRT Recommended Route and Stations between Parker and Lone Tree**

Source: Carter-Burgess



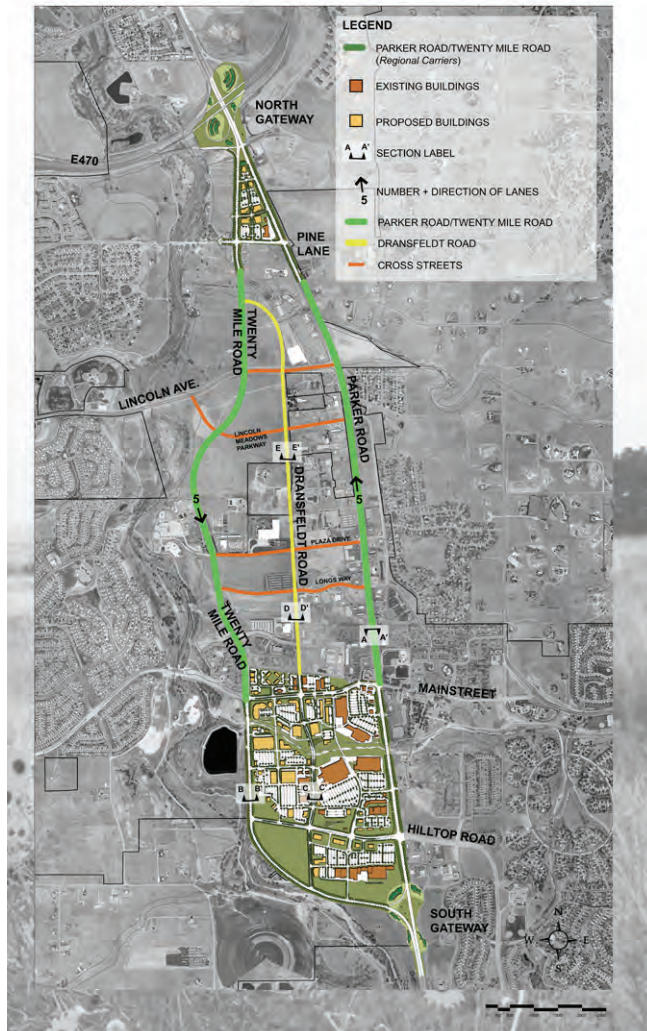
PARKER ROAD CORRIDOR STUDY

The Colorado Department of Transportation (CDOT) conducted a corridor optimization study for State Highways 83 (Parker Road) in 2004. The study intent was to assess how to meet future travel demands along this corridor while considering modal mix, capacity, access, land use, cost and funding options. Specific principles were integrated in the study and were the basis for the Town's recommendations. Two recommendations were supported by Parker: one-way couplets and parallel parkways, as exhibited in Figure 10C.

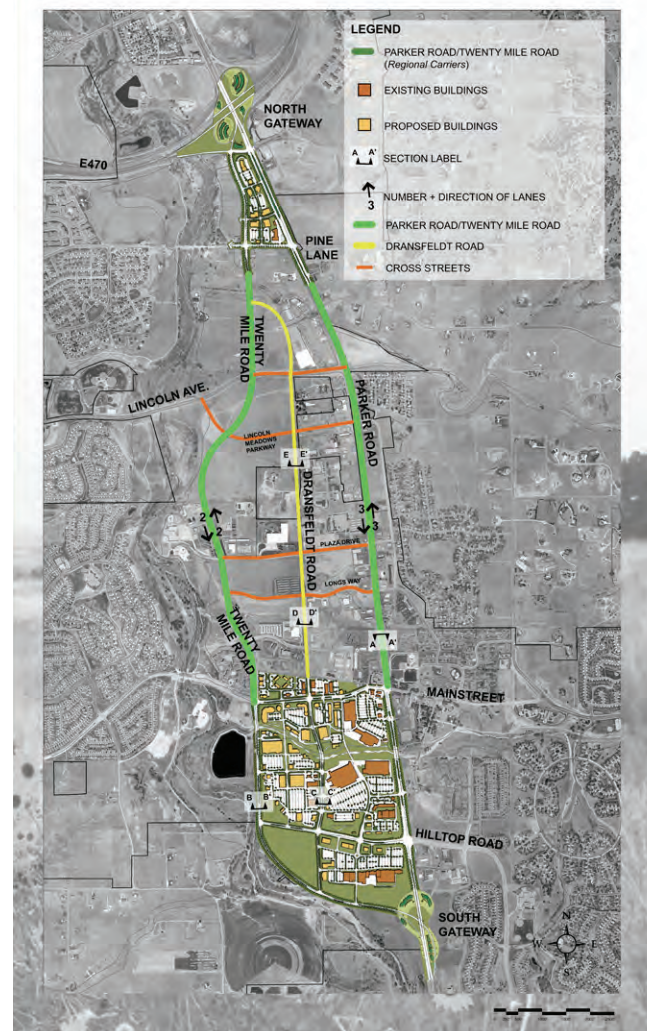


Figure 10C: **One-way Couplet and Parallel Parkways**

Source: AECOM (formerly EDAW)



One-Way Couplets along the existing Parker Road and Twenty Mile Road dividing north of Indian Pipe on the south and converging south of E-470 on the north.



Parallel Parkways using an Intelligent Traffic System (ITS) to guide traffic to the fastest route, dividing north of Indian Pipe on the south and converging south of E-470 on the north.



NON-MOTORIZED TRANSPORTATION

Non-motorized, bicycle and pedestrian-oriented mobility, is often forgotten as an option to the automobile or the bus. Providing trails, sidewalks and bike lanes for uses other than recreational is critical to a well-rounded transportation system. This system should offer options for travel, promote active living and connect to residential development, commercial development and transit.

The recently updated 'Open Space, Trails and Greenways Master Plan' and the 2004 'Bike Lane Plan' provide implementation strategies for providing non-motorized transportation opportunities.



We listened...

Building our roads one by one

During the topic-specific workshop on transportation in 2004, we asked citizens to prioritize the order of future road construction. Since 2004 the Town, in cooperation with the County, has constructed the top four (4) future road connections requested:

1. Hess Road to Interstate 25
2. Chambers Road from E-470 to Parker Road
3. Mainstreet to Interstate 25
4. Hess Road across Cherry Creek to Chambers Road

ROADWAY NETWORK PLAN

The Roadway Network Plan (*see Figure 10D*) depicts the projected primary roadway network to serve the Parker area over the next 20 years. The Roadway Network Plan was updated in 2014 with the adoption of the Transportation Master Plan and classifies roads into the following categories: State highways, principal arterials, arterials, major collectors, through collectors and Old Town streets. Additional collectors, local streets and private streets are not shown, but will be required depending on the location and transportation needs of the proposed development and the transportation needs of the community.

The priority and timing for construction of new roads depicted as proposed on the Roadway Network Plan is a factor of several elements that include, but are not limited to demand, development, community priorities and budget constraints.

Additionally, the Mainstreet/RidgeGate Parkway alignment for the proposed fixed guideway transit system, with the preferred technology of the Bus Rapid Transit (BRT) system, is depicted on the Roadway Network Plan and a reservation for a future transit corridor along the E-470 corridor is depicted.

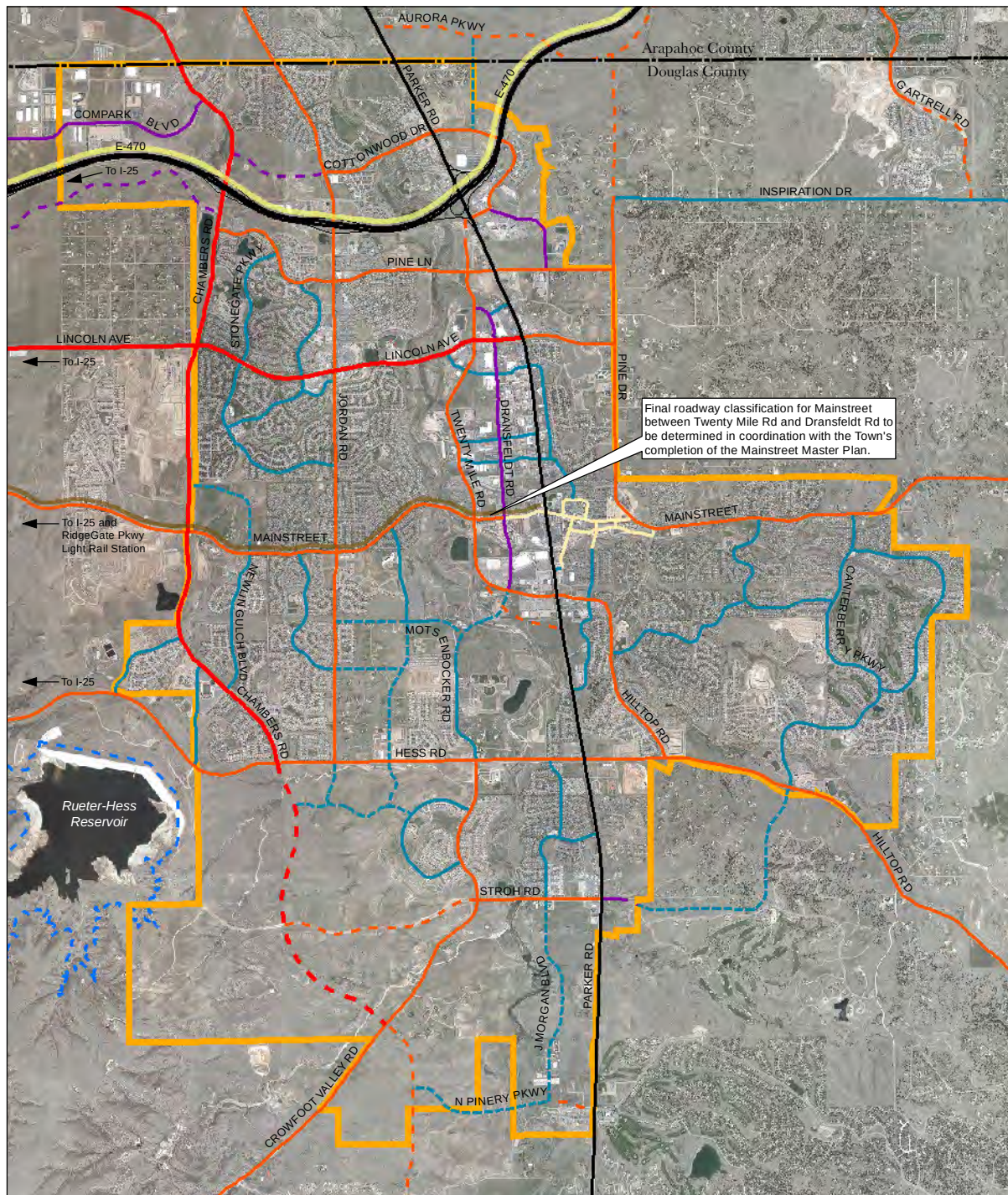


Figure 10D: ROADWAY NETWORK PLAN

Source: Town of Parker

Last Amended: September 2015

Legend

- Future Transit Corridor
- Proposed Bus Rapid Transit (BRT)
- System on a Dedicated Lane Urban
- Growth Area Planning Area

Roadway Classifications

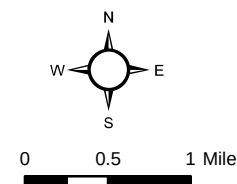
- State Highway 83 / E-470
- Principal Arterial - 6 Lanes
- - - Proposed Principal Arterial - 6 Lanes
- Arterial - 4 Lanes
- - - Proposed Arterial - 4 Lanes
- Major Collector - 4 Lanes
- - - Proposed Major Collector - 4 Lanes
- Through Collector - 2 Lanes
- - - Proposed Through Collector - 2 Lanes
- Old Town Street

Map Notes:

Final alignments are subject to change on proposed roadways.

Additional collectors, local streets, and private streets are not shown but will be required as development occurs.

The Town will finalize all interconnected collector streets in coordination with land use as development occurs.



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

GREATER DOWNTOWN DISTRICT VEHICULAR CONNECTIVITY PLAN



Grid systems have been used for centuries as the planning tool to effectively and safely move traffic from destination to destination. The extent of the grid system has a direct impact on a town's ability to effectively handle congestion and provide for a viable economy. Transforming a suburban business district from a collection of geographically close but segregated real estate projects into integrated places allows customers and clients to patronize a variety of establishments more easily. Furthermore, the grid pattern and its narrower streets create a more pedestrian-friendly atmosphere, accommodate shared parking, decrease vehicle trip generation and provide for greater freedom of choice in transportation mode. For these reasons, the Town has established the Greater Downtown District Vehicular Connectivity Plan depicting the general location of desired future vehicular connections. It is important to note that these do not need to be public roads (*see Figure 10E*).



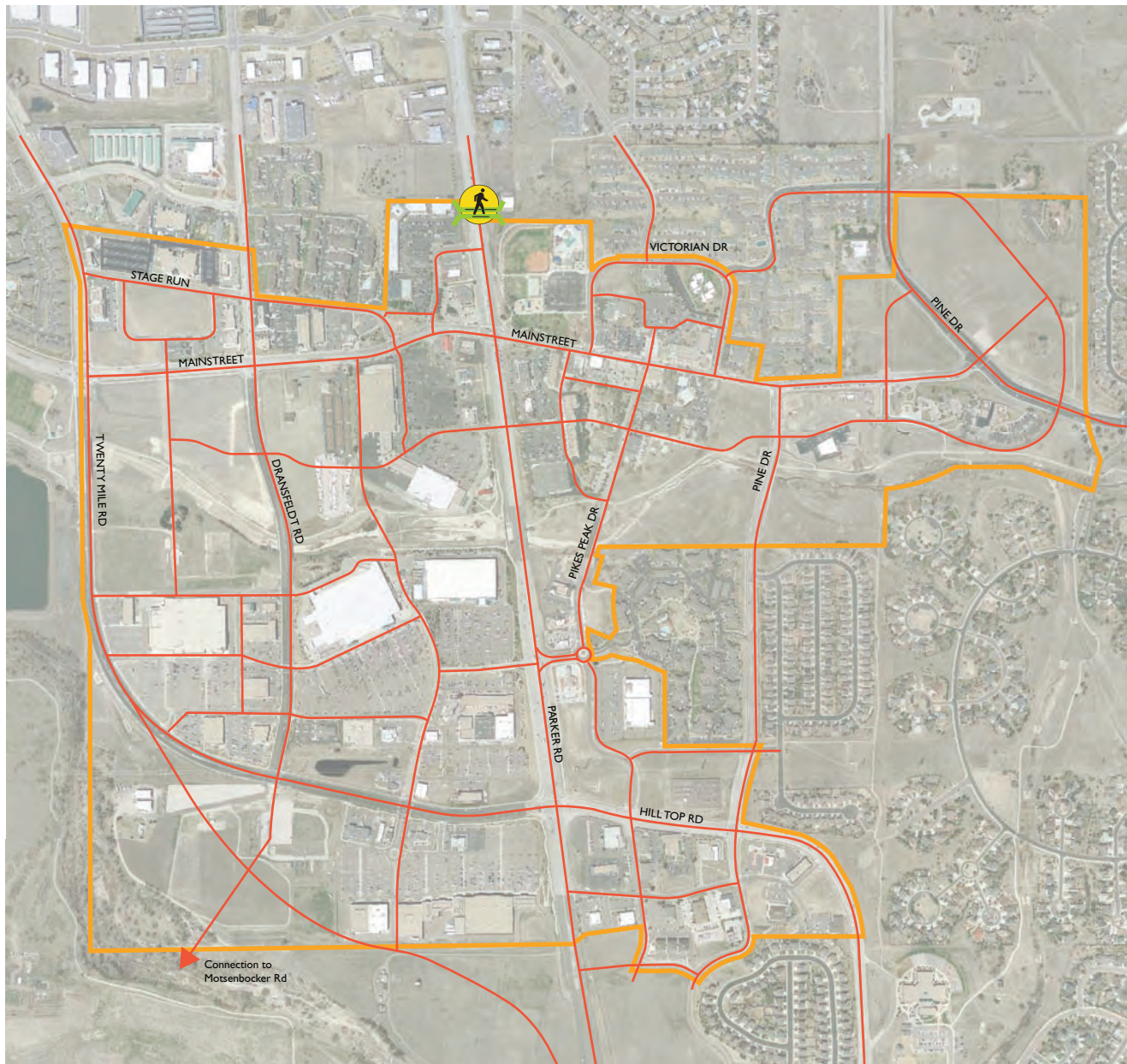


Figure 10E: **Greater Downtown District Vehicular Connectivity Plan**
Source: Town of Parker

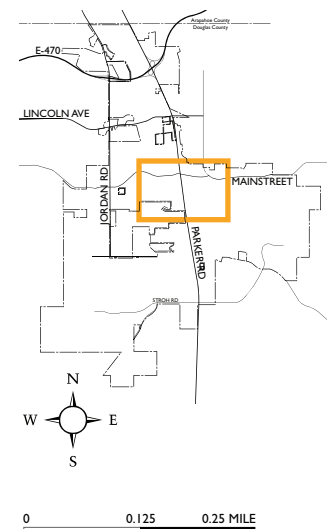
LEGEND

- Downtown Roads
- Greater Downtown District Boundary Plan
-  Pedestrian Transit Bridge

This Plan is intended to provide a framework of vehicular circulation routes that ensures a greater level of connectivity between uses in the downtown area. This Plan is not intended to show all routes within the Greater Downtown District, only those primary circulation networks.

Final alignments are subject to change on proposed roadways.

Vicinity Map



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.



Providing trails, sidewalks and bike lanes offers options for travel and promotes active living.

GOALS AND STRATEGIES

1. The Town will implement the Transportation Master Plan.

1.A. Consider the Transportation Master Plan's six policies when planning, designing or reviewing any new transportation project or land use application.

1.B. Implement the policies, goals and strategies of the Transportation Master Plan.



2. The Town will plan for transportation and land use in an integrated, safe and efficient manner.

2.A. Continue to review and update, when necessary, the Town's roadway standards and ensure their implementation to create an efficient and safe transportation system.

2.B. Ensure that the transportation systems that serve potential developments are adequate.

2.C. When transportation improvements are necessary to serve developments, the property owners/developers shall be financially responsible for their fair portion of the improvements.

2.D. The Town will ensure that transportation for pedestrians, bicycles and automobiles is adequately provided throughout Town.

2. E. Ensure the Town's Complete Streets Policy is utilized in the prioritization, design and construction of all town-wide transportation facilities.

3. Ensure connectivity and adequate circulation throughout the Town with connections to the regional roadway network.

3.A. Provide alternative roadway connections throughout the Town to keep pace with the demand for mobility and to moderate congestion on our major thoroughfares.

3.B. Work with State, county and local jurisdictions to ensure connections to the regional network.

3.C. Require new developments located along existing and proposed roadways to dedicate adequate rights-of-way.

3.D. Actively support the development of alternative routes by the State and other neighboring jurisdictions to help moderate traffic congestion in the Parker area.

3.E. Work with Douglas County to seek more north-south roadway alternatives east of Town.

3.F. Moderate traffic congestion by seeking new technologies that allow the Town to use existing infrastructure more efficiently.

4. Promote, encourage and actively participate in the development of a transit service that serves the local needs of our community as well as provides safe and convenient access to the regional public transportation system.

4.A. Continue to work with RTD and neighboring jurisdictions to develop a Bus Rapid Transit (BRT) system along a dedicated lane adjacent to Mainstreet from downtown Parker to Lone Tree's RidgeGate development.

4.B. Work with RTD to provide adequate bus service to meet the needs of those who live in Town and those who commute to Town.

4.C. Continue to work with RTD to provide services to meet immediate community needs such as the call-n-Ride.

4.D. Ensure that bus stops are properly located and encourage the development of quality bus shelters that provide appropriate pedestrian amenities

4.E. Work with RTD to ensure park-n-Rides and transit centers are properly located, easily accessible, sufficiently sized, include appropriate amenities (e.g., parking, pedestrian shelter and pedestrian/bike amenities).

4.F. Integrate transit improvements and pedestrian access to transit stops into new and existing development.

4.G. Continue as a participating member of the Douglas County Transit Solutions Local Coordinating Council to collaboratively develop resources to meet mobility needs for Douglas County residents

5. Provide an interconnected system of bikeways, walkways and trails within Town and to the regional network to encourage non-driving modes of transportation.

5.A. Implement the strategies in the ‘Bike Lane Plan’.

5.B. Implement the trail strategies adopted in the ‘Open Space, Trails and Greenways Master Plan’.

5.C. Enhance street standards to adequately allow for non-driving modes of transportation.





6. Work with the Colorado Department of Transportation (CDOT) and the E-470 Authority to minimize the negative impacts from, and maximize the economic viability of, State Highway 83 and E-470 on our community.

6.A. Work with the E-470 Authority to extend the E-470 trail to the east and north, including a safe crossing of State Highway 83 (Parker Road).

6.B. Work in coordination with CDOT to implement the ‘State Highway 83 Corridor Optimization Plan’, a study to assess how to meet future travel demands along Parker Road.

6.C. Work with CDOT to enhance pedestrian safety, improve aesthetics and balance access needs along Parker Road.

6.D. Work with CDOT in order for the Town to continue to provide signal operations and maintenance along Parker Road.

Our Parker community will provide sustainable and reliable public services to its residents, businesses and visitors in an efficient and cost-effective manner.



Public Services and Facilities

11

INTRODUCTION

Public services and facilities represent the public's investment in the design, development and delivery of services and programs to the community. These services and facilities are also an investment in our future ability to serve our growing population. These complex systems are necessary to maintain and support the high quality of life that our residents expect. Public services can provide social, physical and economic health of our community as well as providing safety, comfort and general well being for the public. These facilities are a Town's most visible functions and are where government operations 'touch' most people.

Parker's citizens receive their services from a number of governmental agencies, not just the Town. Parker and the Special Districts that supply services to our Town have always sought to provide services and public facilities that meet and exceed the needs and expectations of our citizens, businesses and visitors. This quest has enjoyed repeated success over the past years, a testimony to the ongoing interest and participation of the public in assuring the quality, livability and attractiveness of our community.



Public Services and Facilities

Police Protection – Town of Parker

Fire Protection – South Metro Fire Rescue Authority

Water and Sanitation*

- Parker Water and Sanitation District
- Cottonwood Water and Sanitation District
- Stonegate Village Metropolitan District

Circulation, Traffic Control and Street Lighting

- Town of Parker
- Colorado Department of Transportation
- E-470 Authority

Municipal Court – Town of Parker

Surface Drainage and Flood Control

- Town of Parker
- Urban Drainage and Flood Control District

Schools – Douglas County School District RE-1

Parks and Recreation – Town of Parker

Libraries – Douglas County Library District

Human and Social Services – Douglas County

Power, Utilities and Communications Systems –
Private utility companies

** Several other districts provide water and sanitation services through purchase agreements with the water and sanitation districts listed above.*

Parker's physical size, development pattern and future configuration, based on our **Planning Area**, ~~Urban Growth Area~~, are conducive to continued high quality service. Even with the advantage of a well planned community, the cost effectiveness of providing services to lower density development is more expensive and requires maximum participation by developers to avoid negative net balances in the Town's operational and capital expenditure accounts.

Besides the services mentioned to the left, many other services to Parker residents are provided by special districts. Residents of these districts pay additional property taxes to these districts and in some cases pay fees for services as well. The Town and all districts work closely together to assure that the provision of services to our residents is coordinated and efficient.



TOWN FACILITIES AND SERVICES

The Town provides a number of services to our residents including road construction and maintenance, trail construction and maintenance, parks and recreation amenities, building permit review, development review, code enforcement, animal control, law enforcement and other governmental services. Many of these services are discussed in other chapters in this Plan.

The Town has a variety of public buildings that serve our constituents. The more visible of these facilities are Town Hall, the Police Department, the Parker Arts, Culture and Events (PACE) Center, the Recreation Center, the Fieldhouse, and our parks. As the Town grows and ages, our need for space and improvements to these facilities will continue to grow. The Town will, on occasion, need to make capital investments to make improvements to existing structures or build new structures to continue to adequately serve our growing population.



LAW ENFORCEMENT

The Town of Parker provides police service and protection to residents, businesses and to visitors. The Police Department currently has 58 commissioned officers and 36 other personnel. The Town of Parker is a relatively safe community with a low crime rate compared to the Denver Metropolitan area. Proactive policing is key to maintaining our community as a safe place to live. The mission of the Police Department is to provide community service that is specifically designed to maximize public safety, customer satisfaction and the quality of life for citizens who live and work and visit Parker. Members of the department accomplish their mission through problem-solving partnerships with community members and groups.



We listened...

Water is a precious resource

Ensuring a permanent, renewable and reliable water supply for our residents and businesses was a primary concern expressed by our citizens in the public participation process. Water and Sanitation services in the Town are provided by separate Special Districts that are not under the control of the Town. These Districts are continually looking for additional sustainable water resources, such as Reuter-Hess Reservoir. Knowing that water is an important issue for the sustainability of the future of our community, coordinating with Districts that provide water to our residents is of the utmost importance.

WATER AND SANITATION

Water and wastewater in the Town's ~~Urban Growth Area~~ **Planning Area** is currently provided by five (5) different Special Districts (*see Figure 11A*):

- Parker Water and Sanitation District: provides service for the District residents and the residents of the following districts:
 - Cherry Creek South Metropolitan District #1
 - Cherry Creek South Metropolitan District # 2
- Cottonwood Water and Sanitation District
- Stonegate Village Metropolitan District: provides service for the District residents and the residents of the following districts:
 - Compark Business Campus District
 - E-470 Potomac Metropolitan District
 - Lincoln Park Metropolitan District
- Arapahoe County Water and Wastewater Authority
- Pinery Water and Wastewater

All of our districts obtain water from underground aquifers. The Parker area is served by four aquifers: the Dawson, Denver, Arapahoe and Laramie-Fox Hills.



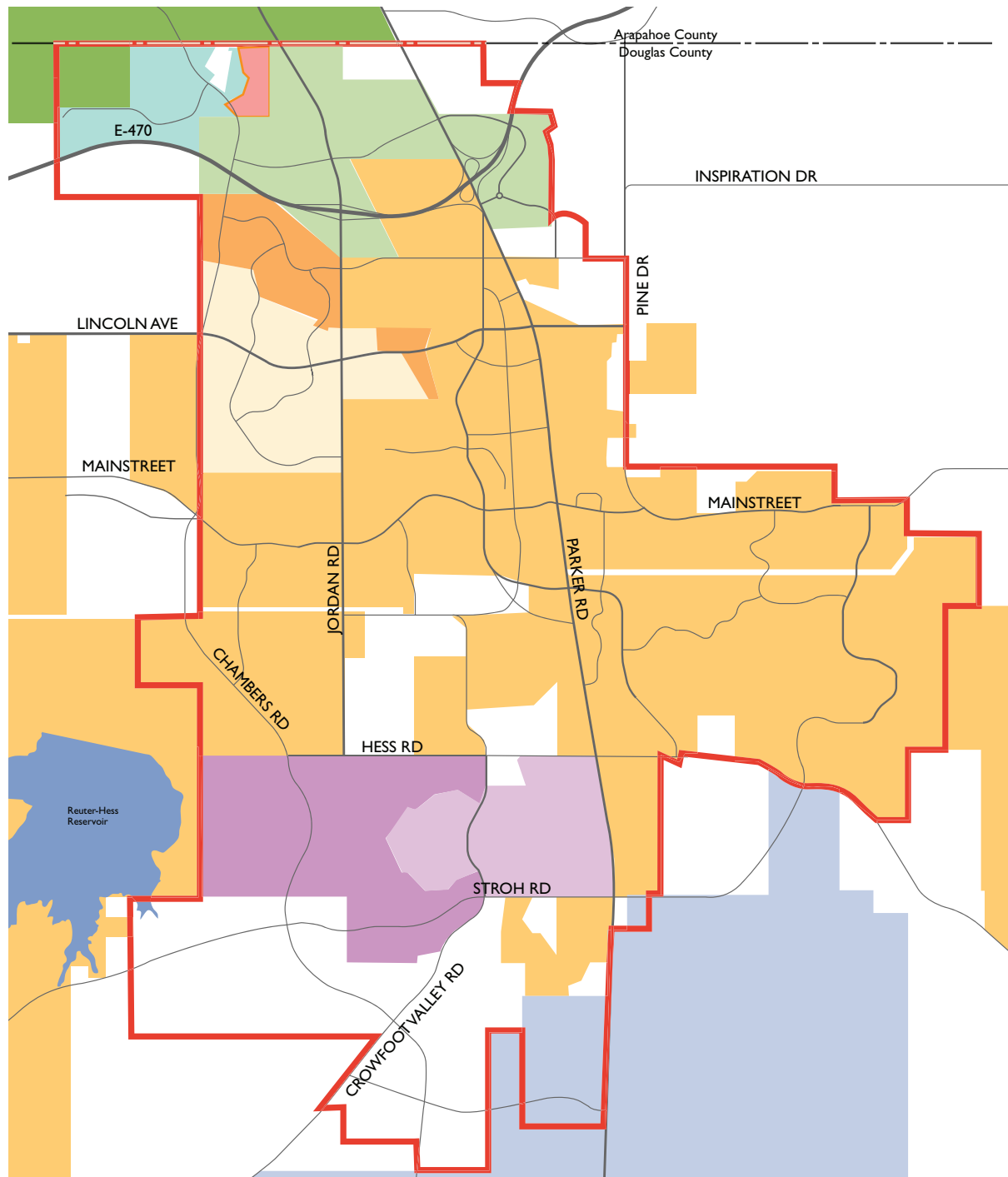


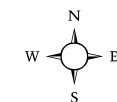
Figure 11A: Water and Sanitation Districts

Source: Town of Parker

LEGEND

- Arapahoe County Water and Wastewater Authority
- Cherry Creek South Metro 1 (PWSD Agreement)
- Cherry Creek South Metro 2 (PWSD Agreement)
- Compark Business Campus (Stonegate Village Metro Agreement)
- Cottonwood Water and Sanitation District
- Pinery Water and Sanitation District
- E-470 Potomac Metro (Stonegate Village Metro Agreement)
- Lincoln Park Metro (Stonegate Village Metro Agreement)
- Parker Water and Sanitation District
- Stonegate Village Metro

Parker Water and Sanitation has separate agreements with certain developments in which they provide water and sanitation services even though the developments are not in the district.



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Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.

Parker Water and Sanitation District

The largest of these districts is Parker Water and Sanitation and they serve the majority of Town residents. The District also serves many areas outside of the Town. The District has planned for and has the capacity to provide water services to the District's expected population growth through the 'ultimate' build out as described in their 2005 Water and Sewer Master Plan.

The District recently completed the Reuter-Hess Reservoir. The new reservoir will help meet increasing demand and serve as a water management tool to extend the life of the aquifers by storing surplus groundwater and allowing the District to re-inject water into aquifers during non-peak demand. Parker Water continues to develop other programs and projects to reduce our impact on the aquifers including actively pursuing additional renewable water rights, metering, xeriscape education and reuse of wastewater for irrigation.

The District has planned for and has the capacity to provide wastewater services to the future expected growth in our community. The current system is developed to accommodate peak flows at 'ultimate' buildout.

Cottonwood Water and Sanitation District

Cottonwood Water and Sanitation District primarily serves the northern tier of Parker; generally the area is bound on the south by E-470, on the north by the Douglas County line and on the west by Chambers Road. The entire District is located within the Town of Parker ~~Urban Growth Area~~ **Planning Area** and some portions of the District are currently outside of the Town boundary.

The District is primarily built out with the exception of portions of the District on the east side of Parker Road. The District has adequate water rights to supply its current residents and is actively pursuing additional water rights to assure a sustainable water source. The District will not consider expansion unless the property owner requesting inclusion can provide the District with adequate water rights to supply the additional demand.

Stonegate Village Metropolitan District

The Stonegate Village Metropolitan District is generally bound by Chaparral High School on the north, Jordon Road on the east, Chambers Road on the west and north of Mainstreet on the south side. The entire District is located within the Town's Urban Growth Area. Only a small portion of the District near the corner of Jordan Road and Lincoln Road is located inside the current Town boundaries. Stonegate Village Metropolitan District provides water and wastewater service for District residents, Lincoln Park Metropolitan District, Compark Business Campus District and E-470 Potomac Metropolitan District.



Arapahoe County Water and Wastewater Authority

The Arapahoe County Water and Wastewater Authority primarily serves properties located in Arapahoe County. However the Authority does serve a small area within the northwest corner of the Town's ~~Urban Growth Area~~ **Planning Area** called Highfield Business Park. This District is currently entirely outside of the Town boundary.

Pinery Water and Wastewater District

The Pinery Water and Wastewater District serves residents and businesses located in the Pinery Subdivision. The portion of the Pinery Water and Wastewater that is located in the Town's ~~Urban Growth Area~~ **Planning Area** is located on the west side of Parker Road south of the Town. This District is currently entirely outside of the Town boundary.



SCHOOLS

Public education K-12 in the Town is provided by Douglas County School District RE-1. The District currently has ten (10) elementary schools, three (3) middle schools, three (3) high schools and three (3) charter schools that serve the Town of Parker. The District updates their Master Capital Plan annually to respond to student growth and infrastructure needs. Currently, the School District does not have enough sites reserved in the Town to serve the expected future student population and will continue to work with the Town through the development process to ensure that adequate school sites are provided.

When locating schools, the Town considers the bussing requirement for all elementary students that live over one mile from the school or where they would need to cross dangerous intersections. Also, bussing is required for all middle school and high school students that live over two miles from the school or where they would need to cross dangerous intersections. Bussing is one of the major expenses of the school district. The school district now charges for bussing of students. Locating schools in neighborhoods where students can walk to school is important to community building, the health of our children and reduces transportation costs for the school district. The impact of new developments on elementary schools usually peaks about 7-10 years after the development begins.



Parker Area Public Schools

Elementary

Prairie Crossing Elementary
Iron Horse Elementary
Pine Lane Elementary
Cherokee Trail Elementary
Frontier Valley Elementary
Pioneer Elementary
Gold Rush Elementary
Pine Grove Elementary
Legacy Point Elementary
Mammoth Heights Elementary

Middle School

Cimmaron Middle School
Sagewood Middle School
Sierra Middle School

High School

Legend High School
Ponderosa High School
Chaparral High School

Charter Schools

Challenge to Excellence
Parker Core Knowledge
North Star Academy

In addition to the public system, there are a number of private schools serving our community's families.

South Metro Fire and Rescue Authority Mission Statement

To partner with our communities to provide the best protection of lives and property while wisely managing our resources.

FIRE PROTECTION

The Town of Parker is served by the South Metro Fire Rescue Authority, a consolidation of the Parker Fire Protection District and the South Metro Fire Rescue District. The District serves an area of over 176 square miles covering portions of Douglas County and Arapahoe County, including the following jurisdictions, Castle Pines, Cherry Hills Village, Foxfield, Lone Tree, Greenwood Village and Centennial.

The Authority approved a Strategic Plan in 2010 to establish the mission, vision, and philosophical foundation that will guide their organization into the future. Currently there are four (4) fire stations in the Town's ~~Urban Growth Area~~ **Planning Area**. Future station sites in the community will also be needed to provide fire protection services for current and future development. Zoning has been set aside for these future sites at three locations:

- Buffaloberry Drive in Villages of Parker
- West of the intersection of Chambers Road and Hess Road
- South of the future intersection of Chambers Road and North Pinery Parkway

These sites, along with sites surrounding the Town, will adequately provide fire protection service for current and future residents in the Town. The construction of these future sites is dependent on the rate of growth of the Town and surrounding areas.

The Town and the Authority work together through the development review process and the Building Permit process assuring that new developments and buildings built within the Town are safe and accessible. This coordination significantly increases the safety of our residents.



LIBRARY

The Parker Library is a part of the Douglas County Library District and is located in the Parker Crossroads Shopping Center on the northwest corner of Mainstreet and Parker Road. The Parker Library is a source of community pride and lifelong learning. Knowledgeable and friendly staff provides access to intellectual capital, showcase art and culture, and highlight local history through evolving collections and programs. Douglas County Libraries are good stewards of public funds.

The rapid growth in the Parker area has created a significant demand on the existing facility. In order to meet current and future demand the library requested a mill levy increase from the voters in 2007 and 2008. Both requests were not approved by the voters of Douglas County. The Library continues to see increasing demand on the current facility. When a funding source is secured in the future, the District will look for a location to build a larger, regional facility. The Parker downtown area is an attractive location for the Library to locate due to its central location in the community. The Town and the Library Board will work together to plan and secure a downtown location when funding becomes available.

Douglas County Libraries Mission Statement

The Douglas County Libraries provide resources for learning and leisure to build communities and improve lives in Douglas County.





PUBLIC HEALTH

The variety of options to live a healthy and active lifestyle as well as the availability of quality health care in the Town has increased significantly. The Parker Adventist Hospital opened its doors in Parker in February 2004. With the opening of this hospital, Town residents now receive quality healthcare close to home. The hospital has also attracted medical office building development to expand the availability of health care services in Town.

The Town has an extensive parks and trails system as well as a variety of recreational options to help our residents maintain a healthy lifestyle. More information on existing and future plans for recreation and non-motorized transportation in the Town can be found in the Town plans: “Open Space, Trails and Greenways Master Plan, From Values to Vision: A Strategic Action Plan for Parker’s Parks and Recreation” and the “Bike Lane Plan.”



Tri-County Health

Tri-County Health serves more than 1.3 million citizens living in the 3,000 square miles of Adams, Arapahoe and Douglas Counties, including Parker. Tri County Health is funded by state and federal appropriations, county appropriations, service fees, grants, contracts, in-kind contributions and Medicaid funds. Tri County Health offers a wide variety of programs and services in nursing, disease prevention and control, health promotion, nutrition, environmental health, and emergency preparedness.

Tri County Health has three offices near Parker; Lone Tree, Castle Rock and their administrative offices in the Denver Tech Center. Tri County Health provides comprehensive environmental, health care, nutrition and health education services. Some examples of services include:

Environmental Health

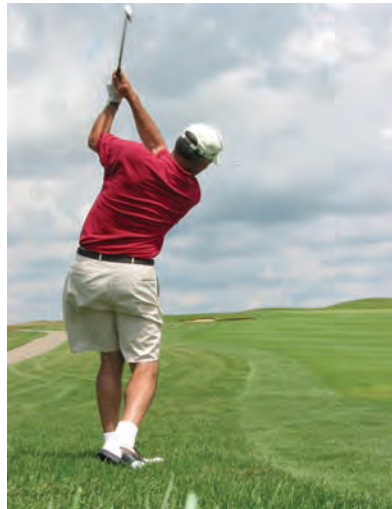
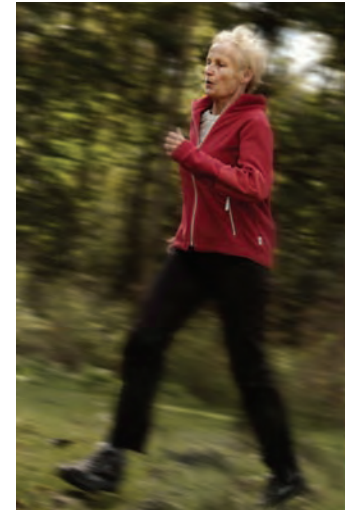
Inspects businesses that handle food for sale to the public; solid and hazardous waste disposal; air and water quality; land use; day care centers; issues septic system permits; controls diseases in animals which are transmittable to humans; consults on workplace safety; investigates injuries or near-injuries that involve the use of consumer products.

Health Care

Offers services such as: administers the Child Health Plan Plus program; offers immunizations; family planning services; disease control; dental care for children from income-eligible families; education and classes on any health topic.

Nutrition

Administers the Women, Infants and Children (WIC) program which provides information, education, counseling and supplemental food program for income-eligible children through age 5 as well as pregnant and breast-feeding women.



The variety of options to live a healthy and active lifestyle in the Town has increased significantly.

Douglas County Human and Social Services

Douglas County provides a number of human and social services. Two of the primary services that effect residents of the Town are veteran's services and senior services.

The County's Office of Veteran Affairs staff provides services and assistance to military veterans and their dependents. This ongoing federal program is administered by the County's Human Services Department. Eligibility determination for veterans and social programs is coordinated between the County and the Federal government.

The Office of Veterans Affairs provides access to special programs and services for veterans and their families. As advocates for veterans, the staff provides timely information on services, events and activities affecting veterans. This includes coordination with the Colorado Division of Veterans Affairs and the United Veterans Committee (UVC) of Colorado. The Veterans Affairs staff assists all veterans in applying for benefits, employment assistance, medical care, transportation, and coordination to other services.

The Senior Services division is dedicated to enhancing the quality of life for older adults by providing County-wide leadership, needs assessment, information exchange, networking, and service advocacy. The division serves as an advocate for county citizens, 55 and over. The goals are to provide a social setting, a support network for older people trying to live independently, and assistance in alleviating health problems. The primary programs are Information and Referral Services (Outreach) and the Neighbor Network Program. The Senior Services Advisory Council (a volunteer citizens group) provides community input.



UTILITIES

Utilities in Parker are provided through franchise agreements with the Town. Each utility company has a separate agreement with Parker. These agreements assure that the Town residents receive high quality utility service, while protecting utility company investments over a set period of time.

Electricity in the Town is provided through Intermountain Rural Electric Association. Natural gas service is provided through Excel Energy. Cable services are provided by Comcast.

The Town requires utility lines to be buried with new development. The primary exceptions are regional high power lines. These lines are not buried due to cost and maintenance issues. As technology progresses it is the hope of the Town that these lines will eventually be able to be buried drastically improving the aesthetics of our community.

METROPOLITAN DISTRICTS

Many services and public improvements are provided in the Town by Metropolitan Districts. Metropolitan Districts are quasi-municipal governmental entities organized and governed pursuant to provisions of the Colorado Special District Act. Metropolitan Districts can provide ongoing services or may simply function as a financing mechanism for new developments that include regional infrastructure improvements.



GOALS AND STRATEGIES:

I. Provide sustainable and reliable public services to Town residents, businesses and visitors in an efficient and effective manner.

1.A. Schools

Coordinate with the Douglas County School District to plan for and secure an adequate number of future school sites and needed facilities that are integrated within neighborhoods to serve our community.

Continue to coordinate with the School District to facilitate joint use of public park sites that are adjacent to schools.

1.B. Library

Coordinate with the Douglas County Library Board to promote a new regional public library facility that is located in Parker's downtown.

1.C. Fire Protection

Coordinate with the South Metro Fire Rescue Authority to continue to provide responsive and reliable fire protection for our community.

1.D. Law Enforcement

Provide coordinated law enforcement resources concurrent with population growth and service levels desired by the community, to ensure the level of safety, security and life quality our community desires.

Continue to work cooperatively with State, County and other jurisdictions in the planning and execution of emergency preparedness.

1.E. Town Facilities

Plan for and construct an adequate number of Town facilities to meet the needs of our growing community in a cost-effective manner.

1.F. Public Health

Integrate quality health care and needed facilities for all ages into the community.

Promote a healthy community through site design that encourages active living.

Work collaboratively with Tri-County Health.

1.G. Water Resources and Sanitation

Coordinate with the Parker Water and Sanitation District and other special districts that serve Parker residents and businesses to ensure a sustainable water supply and adequate sanitation systems.

Actively encourage the conservation of water and the reuse of wastewater.

Support Parker Water and Sanitation and other special districts in meeting or surpassing all applicable water quality standards for domestic, commercial and industrial uses.

Develop a recycling program.



1.H. Stormwater Management

Ensure that stormwater systems are properly planned, designed, constructed and maintained to prevent flooding, protect water quality and to preserve the natural creeks and riparian habitats throughout the Town.

Coordinate stormwater management improvements with Douglas County and Urban Drainage and Flood Control District.

1.I. Other Utilities and Communication

Keep pace with demand and anticipated needs related to utilities and communication technologies.

Minimize the aesthetic and environmental impacts of transmission and distribution systems and facilities.

Support the development and use of alternative energy sources.

1.J. Metropolitan and Special Districts

Encourage special districts to be fiscally and operationally sustainable.

Our Parker community will enhance the quality of life by avoiding development in environmentally hazardous areas and by safeguarding the natural environment.



Natural Resource Protection

12

INTRODUCTION

Parker citizens have often affirmed that one of our community's highest priorities is preserving and protecting the environment. Parker's distinctive natural resources and environment contribute to our quality of life. Natural resources and the natural environment are not inexhaustible commodities to be exploited, but are valuable assets to be judiciously used and wisely managed for the benefit of present and future generations. These resources are essential components of life including land, air, habitat and water.



The protection and conservation of these distinct and valuable resources is everyone's responsibility. Environmental stewardship means that Parker has a responsibility to manage local resources, now and in the future, to assure a healthy and productive environment. Being a good steward to the environment requires the Town to work judiciously with our citizens, businesses, surrounding jurisdictions and other interest groups. We also comply with Federal and State mandates such as the Clean Air and Clean Water Acts.

PARKER'S NATURAL RESOURCES

Parker's natural environment is biologically diverse. Riparian areas, shrub-covered hillsides, the pine grove and natural grasslands are all elements that contribute to our scenic community.

Riparian Resources

The Town is situated along Cherry Creek, a dominant geographical feature of the Denver Metropolitan area's southeast quadrant linking the communities, towns and cities in Denver, Arapahoe and Douglas Counties. Several intermittent stream corridors, gulches and their tributaries form linear patterns throughout the Town. Predominant gulches in Parker are; Baldwin, Newlin, Sulphur, Tallman, Oak, Kinney and Lemon Gulches. Figure 12A illustrates the riparian corridors throughout our community.

Significant Natural Vegetation Resources

In addition to our riparian features, the area just north of Hess Road and east of Parker Road is the site of an enclave of the Black Forest, a ponderosa pine community that is indigenous to the lower elevations of the Rocky Mountain Range. Additionally, stands of large Cottonwoods accentuate and frame the riparian corridors throughout the community. Figure 12A depicts these significant natural vegetative resources within our community.

Wildlife

Vegetation provides prime habitat for wildlife while riparian corridors, such as Cherry Creek, also function as movement corridors. Figure 12B maps the primary wildlife habitat found in our community. The wildlife-movement corridors and habitat areas, depicted on this map, will assist the Town in making land use decisions and will be updated as conditions warrant. It should be noted that delineation of movement corridors or wildlife value areas does not preclude development, as mitigation measures may be possible and appropriate in designated areas.





Endangered Species Act

From time to time, the U.S. Fish and Wildlife Service lists ‘threatened’ or ‘endangered’ species, under the Federal Endangered Species Act. These designations prohibit activities that cause the unlawful ‘take’ of the species. Currently, the Fish and Wildlife Service has listed the Preble’s Meadow Jumping Mouse as a threatened species, which may impact landowners in Parker. While the Town is not responsible for enforcing the terms of the Endangered Species Act, the Community Development Department notifies applicants of these Federal designations through the platting process.

Visual Resources

Parker’s visual environment contributes substantially to the Town’s identity and quality of life. The bluffs provide a geographic buffer, distinguished by steep hills of native grass, pine, scrub oak and rock outcroppings. The bluffs southwest of Parker are among the most spectacular scenic views in this area. Just as important to our community, are the views of Pikes Peak and Mount Evans. These key viewsheds reinforce the sense of place that is Parker. Figure 12C maps the important visual resources within our community.

Environmental Hazards

Although bluffs and floodplains provide the Town with excellent scenic resources, these areas also pose a threat to public safety. Landscapes that are prone to rockfall, slope failure, subsidence and debris flow are classified as Class III geologic hazard areas. These areas should be avoided for development to reduce safety risks and preserve the natural and visual resources of the Town. Figure 12D provides a visual representation of the environmental hazards located within our community.



GOALS AND STRATEGIES

1. Preserve and protect significant natural areas that provide habitat essential for the conservation of plants, animals and their associated ecosystems.

1.A. Encourage and assist efforts by private landowners and others to integrate natural areas into new development and redevelopment through Town review processes.

1.B. Consider the impacts of development on wildlife when evaluating land use applications.

1.C. Preserve riparian corridors and wetlands.

1.D. Work cooperatively with the Colorado Parks and Wildlife and US Fish and Wildlife Service.



2. Locate development in areas free of environmental hazards and constraints.

2.A. Prohibit development within the 100-year floodplain unless associated with wildlife management, nonpolluting recreational uses, drainage improvements, or maintenance.

2.B. Continue to prohibit development on slopes of 20% or greater and limit development on slopes of 15% or greater.

2.C. Minimize disruption to the natural topography through creative site planning and through design and sensitive construction practices.

2.D. Encourage development that respects the natural features of the landscape, including trees and other vegetation.





3. Promote local and regional efforts to improve air quality.

3.A. Minimize air pollution generated by current and future development and maintain air quality levels at or above standards set by the Colorado Department of Health and Environment.

3.B. Encourage clean, non-polluting businesses to locate in the Town.

3.C. Encourage development patterns that reduce the vehicle miles traveled by residents and support alternative modes of transportation as an option.

4. Maintain high water quality and protect water resources.

4.A. Cooperate and participate in regional water-quality planning activities.

4.B. Continue to collaborate with regional stewardship organizations such as the Cherry Creek Water Basin Authority and the Cherry Creek Stewardship Partners.

4.C. Ensure development maintains water quality in accordance with all applicable local, state and federal clean water regulations.

4.D. Ensure that development adequately incorporates effective measures to protect groundwater and surface water from contamination.

4.E. Ensure that development adequately incorporates design and engineering practices that minimize pollution of water resources from non-point sources (pavement water run-off) and point sources (discharge that can be linked to a specific source).

4.F. Control short and long-term drainage and surface erosion or sedimentation problems.

4.G. Require that development within watersheds not pose a potential hazard to alluvial water quality.

4.H. Encourage the use of new technology to improve existing facilities.

4.I. Implement stabilization and restoration projects to ensure natural drainageways are protected from the damaging effects of erosion.

5. Provide a healthy environment through limitation of excess noise and lighting levels.

5.A. Minimize exposure to excessive noise.

5.B. Discourage industrial or commercial land uses that generate loud or obnoxious noise off-site.

5.C. Continue to require the use of efficient lighting to minimize light trespass and pollution, and reduce glare.

6. Protect our community's scenic resources.

6.A. Preserve scenic views and viewsheds by preserving the visual integrity of significant ridgelines, horizon lines and views of the mountain backdrop from places accessible by the public, where appropriate.

6.B. Preserve and protect significant geological features and key natural areas.

7. Promote proactive environmental programs and water conservation practices.

7.A. Implement responsible creation of landscaping that utilizes the seven Xeriscape principles: proper planning and design; irrigation systems (e.g., Netafim); use of mulches to reduce evaporation; use of soil amendments; grouping of plant materials of similar water needs together (e.g., hydrozoning); limiting of turf areas; and appropriate maintenance of the landscape.

7.B. Continue to educate the public on Xeriscape principles and appropriate landscape maintenance practices through outreach programs.

7.C. Continue to control noxious weeds.

8. Promote energy conservation.

8.A. Encourage the commercial and residential sectors to consider energy conservation in design and construction.

8.B. Promote the use of viable renewable energy resources, such as solar energy.

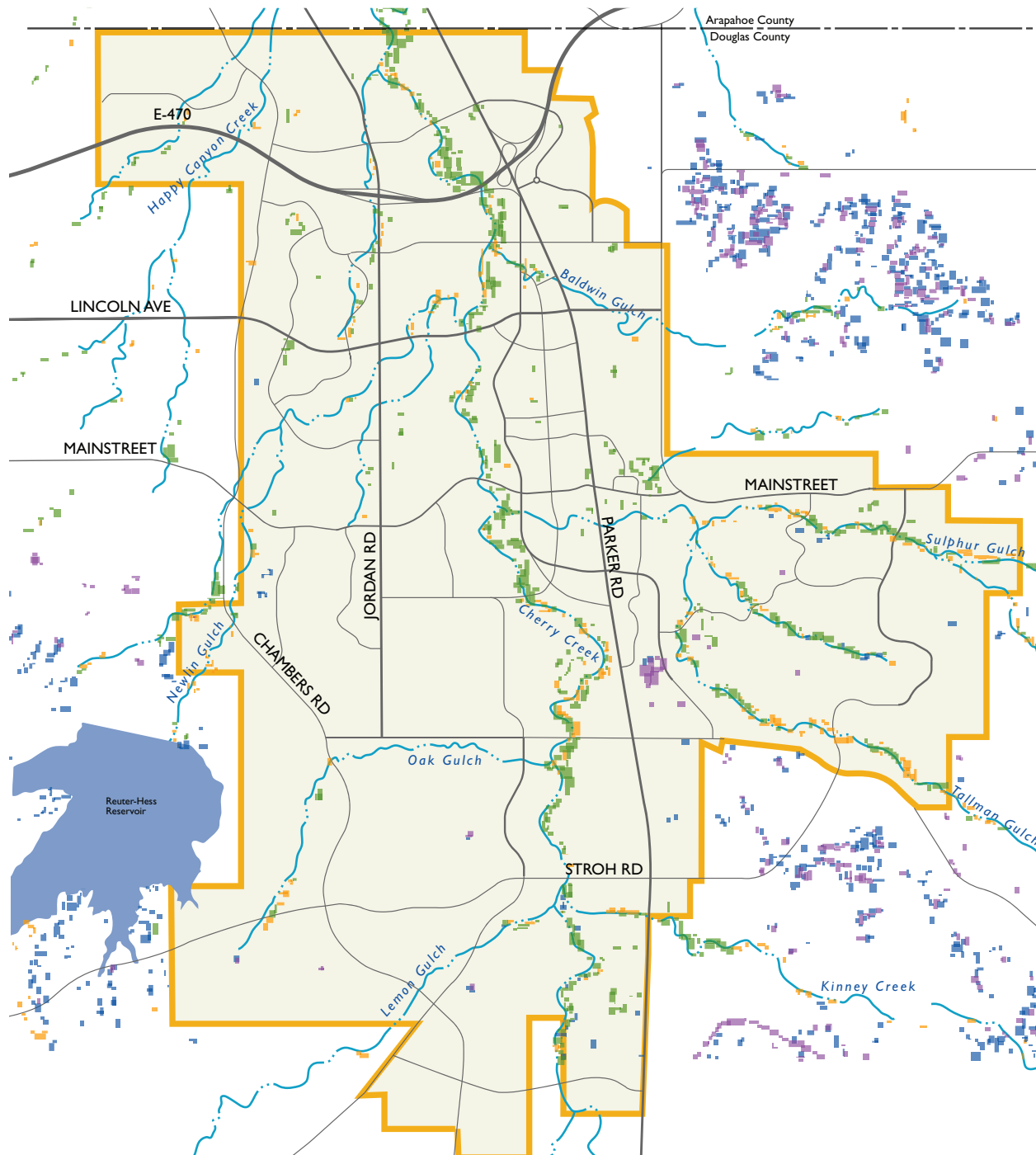
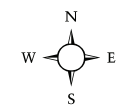


Figure 12A: Riparian and Significant Native Vegetation Resources

Source: ERO Resources

LEGEND

- Urban Service Area
- Existing and Proposed Roads
- Creek Corridors
- Cottonwood
- Herbaceous Riparian
- Pine/Gambel Oak Mix
- Ponderosa Pine



0 0.25 0.5 1 MILE

Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.

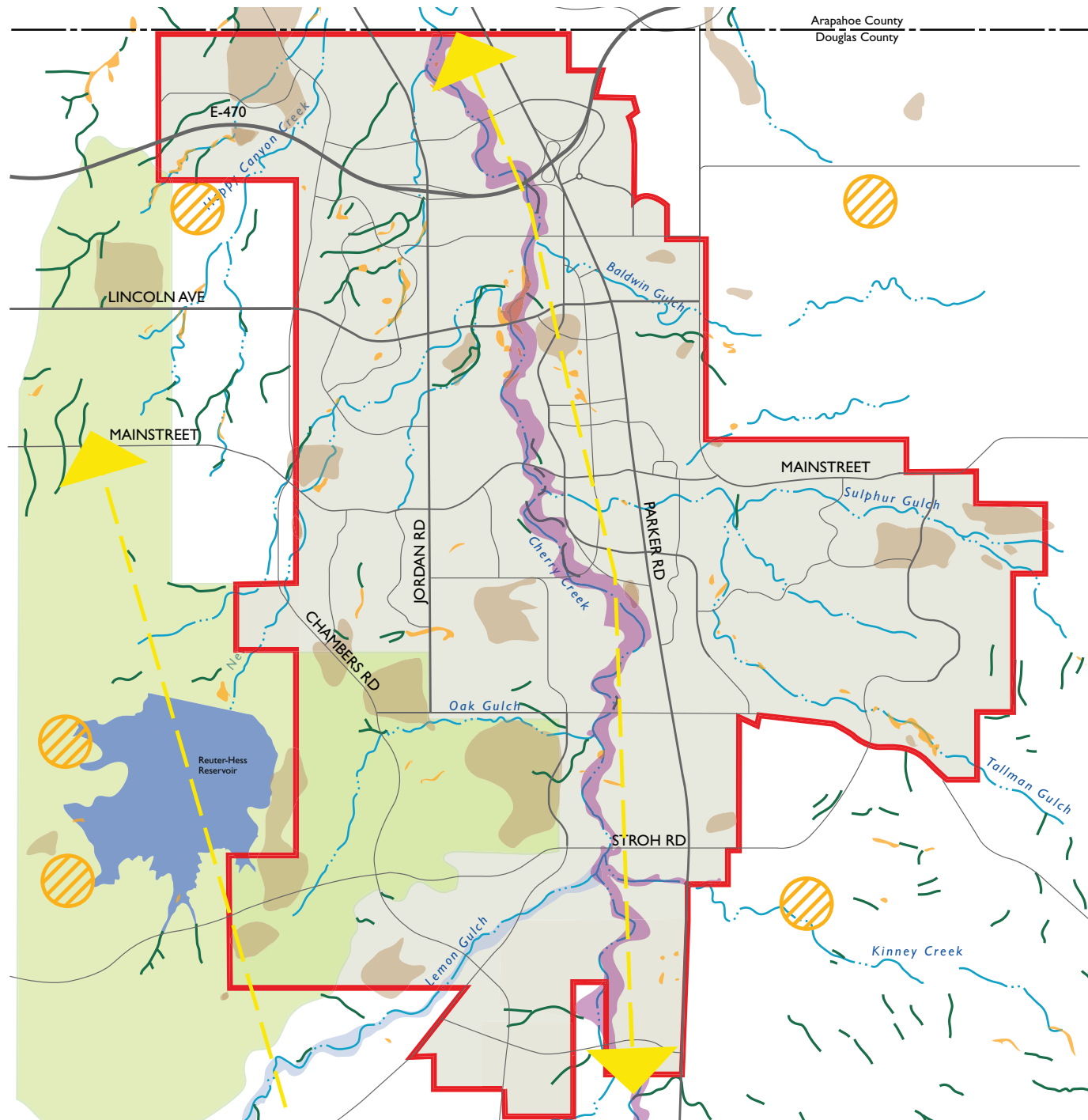
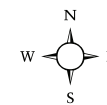


Figure 12B: Wildlife

Source: Colorado Parks and Wildlife, Town of Parker and Douglas County

LEGEND

- Planning Area**
- Existing and Proposed
- Roads Creek Corridors
- ➔ Wildlife Corridor
- Prebles Habitat
- Wildlife Habitat
- Riparian Areas Conservation
- Study Areas Sensitive
- Wildlife Habitat Prairie Dog
- Habitat



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Disclaimer: The property boundaries, titles, legend reference to individual parcels and any and all other shown or depicted on this map is for visual representation only and may not be accurate. Further studies and on a site specific basis are required to verify this information.

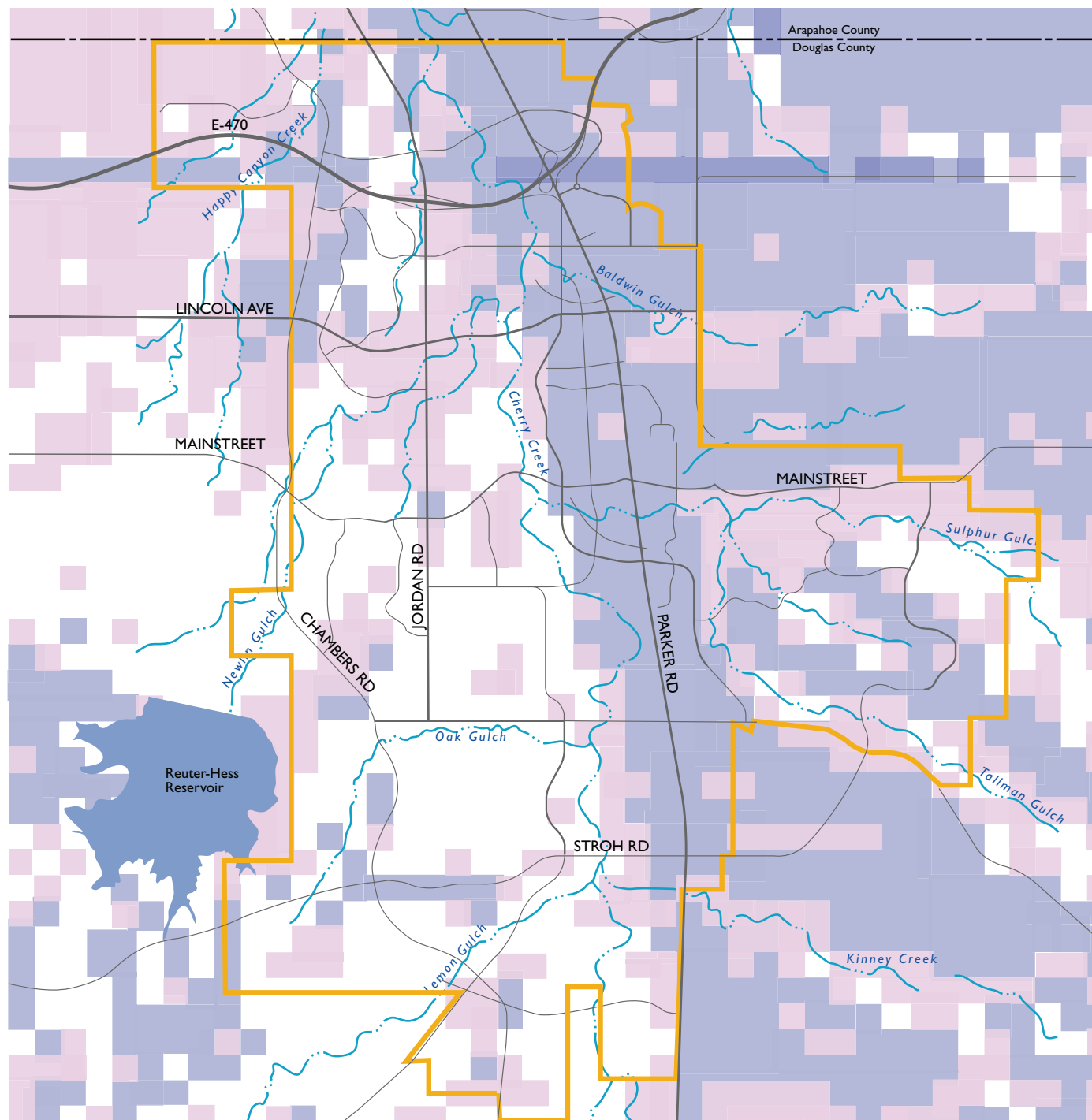
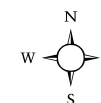


Figure 12C: **Visual Resources**

Source: Town of Parker

LEGEND

- **Planning Area**
- Existing and Proposed
- Roads Creek Corridors
- Viewshed**
- Medium
- Medium/High
- High



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Disclaimer: The property boundaries, tides, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.

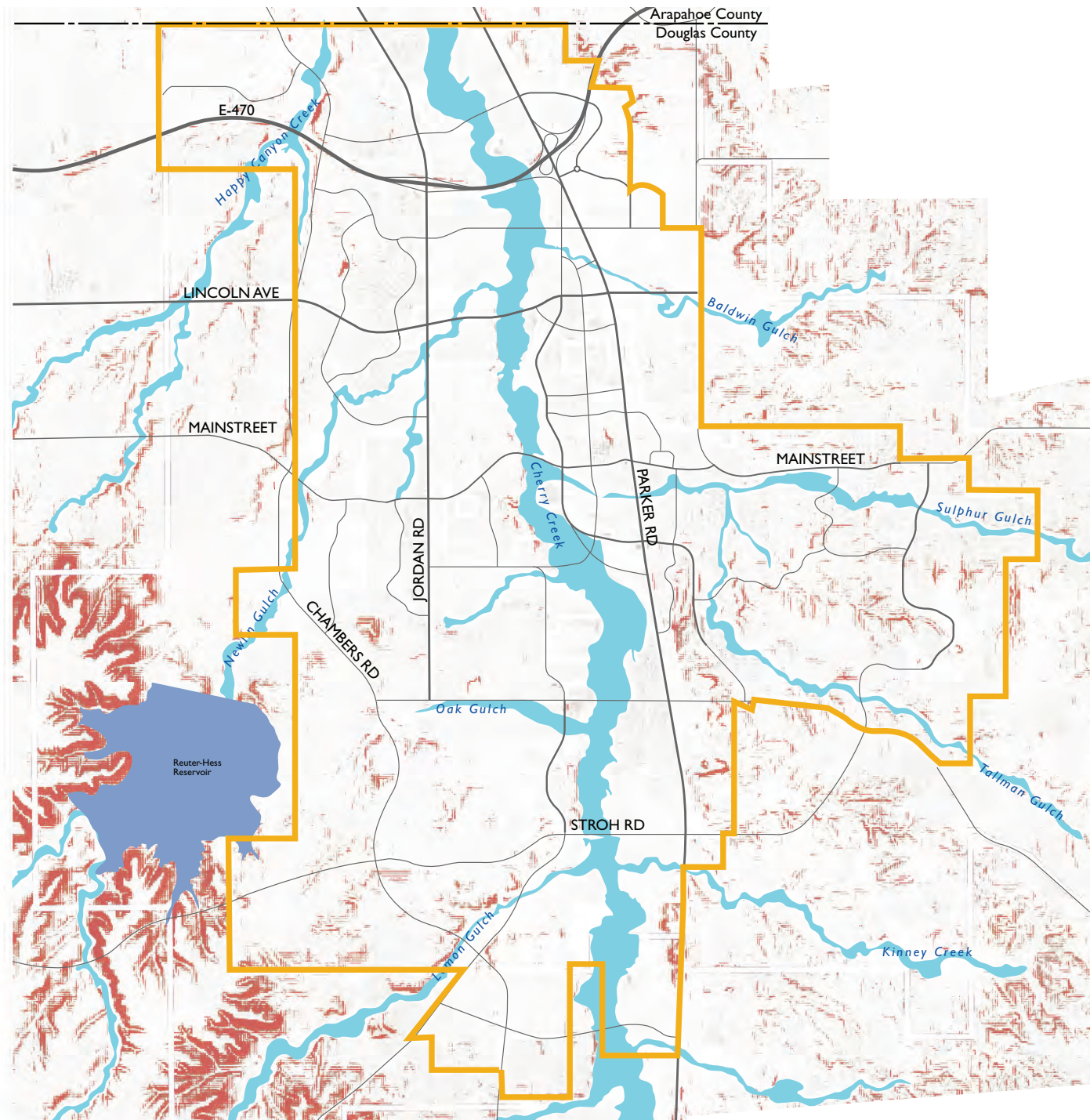
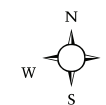


Figure 12D: **Environmental Hazards**

Source: Town of Parker, FEMA

LEGEND

- Planning Area
- Existing and Proposed
- Roads 100 Year Flood
- Slope %: 15 to 19
- Slope %: 20 and Up



0 0.25 0.5 1 MILE

Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis are required to verify this data.

Our Parker community will respect, manage and actively seek open space resources and recreational amenities in ways that sustain and protect the natural environment while providing recreational opportunities and unobstructed views. As such, Parker will sustain a balanced system of open lands, natural areas, recreational spaces and parks, including trails and open areas.



Open Space and Recreation

13

INTRODUCTION

Open space, trails, parks and recreation are hallmarks of the Town's lifestyle. Residents consistently support and demand more opportunities for open space and options for active recreation. This lifestyle is so entrenched in our community that the Town has developed specific plans to address open space and trails as well as parks and recreation.

The 'Open Space, Trails and Greenways Master Plan' was created in 2004 and updated in 2010. The 'Bike Lane Plan' was developed in 2005. Both plans were adopted as a part of the Parker 2025 Master Plan and have been carried forward with this most recent Master Plan update. 'From Values to Vision: A Strategic Action Plan for Parker's Parks and Recreation' was completed in 2006 and is referenced in this Plan. Since these other plans provide more specific details, the goals outlined below are intentionally broad.



We listened...

Wide open spaces

Open space, parks, trails and recreation are viewed by our citizens as our most prized amenities. This Chapter may seem remarkably small for such an important issue. The Town has not overlooked these amenities and has adopted additional documents that address open space and recreation in great detail. These additional documents are the 'Open Space, Trails and Greenways Master Plan' and the 'From Values to Vision: A Strategic Action Plan for Parker's Parks and Recreation'. These other Master Plans reflect the Town's continued commitment to, and will help direct the future preservation of, open space and the development of trails, parks and recreational facilities.



OPEN SPACE AND PARKS TODAY

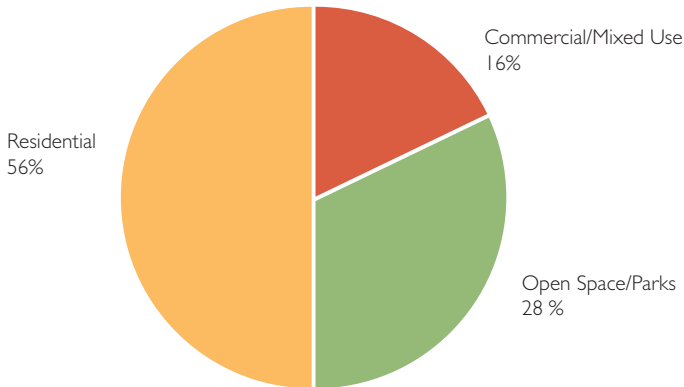
A large percentage (28.5%) of the Town's land area is committed to open space and parks (*see Figure 13A*). There are 2,274 acres of open space in the Town of Parker and another 915 acres of open space approved.

The Town also has 517 acres of parks and 50.8 miles of concrete trails and 33.8 more miles of approved trails that have not been built yet.



Figure 13A: Parker Land Use, 2010

Source: Town of Parker



GOALS AND STRATEGIES

1. Provide adequate parks and recreational facilities and programs to serve the diverse and changing needs of our community.

1. A. Implement the strategies adopted in the ~~'From Values to Vision: A Strategic Action Plan for Parker's Parks and Recreation'~~. 'Parker Parks, Recreation and Open Space Master Plan'.

2. Provide an interconnected system of trails and trailheads within the Town and to the regional network for a variety of non-motorized activities.

2.A. Implement the trail strategies adopted in the 'Open Space, Trails and Greenways Master Plan'.

3. Provide interconnected open space that is integrated into the community; and preserve and protect valued open lands such as natural areas and community separators.

3.A. Implement the open space goals and strategies adopted in the 'Open Space, Trails and Greenways Master Plan'.



Our Parker community will maintain a connection to our past while growing our identity as a vibrant, cultural, scientific and artistic community which embraces collaboration, innovation and new ideas to sustain and increase cultural vitality and enable active community engagement that is accessible to all.



History, Arts, Culture & Science

14

INTRODUCTION

History, arts, culture and science are significant contributors to our community's hometown feel. They bring together people of all walks of life and backgrounds, and reinforces the uniqueness of Parker. These aspects of the community reflect our human element. Our Town's history provides a foundation for our community growth and establishes Parker's unique cultural heritage. Our culture helps to define who we are today as a Town and a community, while our local artists and community organizations provide an avenue to interpret our rich history and culture. These aspects of our community are recognized by our residents as being quintessential to our past, present and future.



PRESERVATION EFFORTS

The tremendous growth experienced by Parker has led to a strong community desire to preserve our historic past. The Parker Area Historical Society, a 501(c)3 nonprofit organization, was established in 1986. The Town continues to support efforts to safeguard the Town's historic and cultural heritage and to foster civic pride through education and creating awareness of the Town's unique legacy.

The Town celebrates our history through recognizing structures and places of historical significance through a landmarking process. Each of the landmarked structures and places provide insight into Parker's rich heritage. The Town continues to work with property owners towards landmarking the other important places as a part of the community's recorded history.

To keep our history alive, a walking tour brochure mapping historic structures and sites in the downtown area and providing a brief history of these landmarks was developed and can be used by citizens for a self-guided walking tour. Historic interpretive signs can also be found at numerous points throughout Town and along the historic walking tour.





Preservation Park and Trailhead was established in 2007 in response to the growth and development the community was experiencing. The park was created as a place where residents and visitors can learn about Parker's history, and where threatened historic structures can be relocated. The park currently has two historic structures; the 1911 Hood House and a 1909 railcar. The park and trailhead are located adjacent to Parker Road at the northern gateway into Parker and Douglas County.

ARTS, CULTURE AND SCIENCE

It is important to the Town to grow our identity as a vibrant, cultural, scientific and artistic community which embraces collaboration, innovation and new ideas. We strive to sustain and increase cultural vitality and enable active community engagement that is accessible to all. Culture is also an important building block in the Town's economic development strategies.



In 1991, with less than 10,000 residents, a visionary Mayor and Town Council hired Parker's first full-time cultural director and created the Parker Cultural Commission. Now, nearly 21 years later, the foresight and vision of those early leaders has come to fruition as Parker builds on its successful community arts programs with the opening of the Parker Arts, Culture and Events (PACE) Center. The PACE Center has received high acclaim from Parker residents, civic leaders and patrons from throughout the Denver metro area.

COMMUNITY EVENTS

Spring

Historic Walking Tour
Arbor Day
Parker Family Fun Fest

Summer

Parker Days
Let Freedom Sing
Movies in the Park
Bike to Work Day
Farmers Market
Art in the Park
So Long to Summer 5K
Kids TRY-Athalon

Fall

Barker Days
Smokin' Brew BBQ
Fieldhouse Fright Night
Trick or Treat on Mainstreet
Business Expo/Taste of Parker
Turkey Day 5K

Winter

Mayor's Holiday Lighting
Holiday Carriage Rides
Christmas Carriage Parade
Love 'em or Leave 'em 5K

The PACE Center is a state-of-the-art facility presenting local, regional, national and international artistic performances, visual arts and community events. Located in historic downtown Parker, the PACE Center is home to a 536-seat theater, media lab, visual arts gallery, culinary teaching kitchen, 250 capacity amphitheater, 3,000 sq. ft. event room, dance studio, an interactive musical outdoor playground called Harmony Park and several studio classrooms. The PACE Center is able to combine the best of world-class touring performances with our commitment to develop and nurture artists of all levels in our community.

As a regional facility, the scope and vision of the PACE Center will allow the Town to reach an even broader population with its programs and services. Our service area extends across the entire Southeast Metro area including Arapahoe, Douglas and Elbert Counties.

PACE has been hailed by local leaders and arts organizations as a new model for arts centers, combining state-of-the-art facilities for performance with multiple rooms designed for maximum flexibility to encompass educational, community and business needs. We are committed to being a resource not just for the arts community, but for our creative economy and business sector as well.



Community Activities

The Parker community offers a wealth of activities for residents of all ages to enjoy. In addition to our year round programs at the PACE Center and through our Parks and Recreation department, community events are held throughout the year that celebrate our history, our youth and bring our community together. In 2011 alone, hundreds of events, classes and activities were held. Each year, new events are added as new residents move to our community and new interests are expressed.



GOALS AND STRATEGIES

I. Preserve Parker's rich historic heritage as a way to strengthen our hometown feel.

1.A. Work cooperatively with historical organizations such as the Parker Area Historical Society, Douglas County Historic Preservation Board and Historic Douglas County, Inc.

1.B. Promote opportunities for residents to learn about our history through support of historic community events, such as the historic walking tour, and through historic interpretive signage.

1.C. Support the preservation, landmarking and maintenance of key historic buildings and places within the community.

1.D. Foster economic vitality through preservation and/or adaptive rehabilitation of historic properties.

1.E. Maintain Preservation Park as a place where residents can learn about our history and where threatened historic structures that cannot be preserved in place or used through adaptive reuse can be relocated.

2. Encourage the use of art, culture and science in Parker's built and natural environments to foster civic pride and identity.

2.A. Encourage public and private art that reflects Parker's unique heritage, culture and environment.

2.B. Include art as an integral part of public infrastructure design, including but not limited to civic buildings, streetscapes and parks.

2.C. Encourage the creative, adaptive use and re-use of existing built and natural spaces to support artistic and cultural activities.

2.D. Promote Parker's natural environment through cultural and scientific experiences.

3. Continue to support cultural amenities, scientific programming and community events as an important contributor to our hometown feel.

3.A. Maintain and continue to look for additional opportunities to provide activities that bring the community together.

3.B. Ensure local arts, science and cultural activities are targeted and accessible to all.

3.C. Actively foster and promote science, art and culture through increased collaboration and broadened community involvement.

3.D. Support the PACE Center and development of its programs and audience as a cornerstone of Parker's cultural and economic infrastructure.

4. Promote and develop cultural facilities and programs to stimulate economic vibrancy and increase cultural tourism.

4.A. Leverage the Town's unique heritage, culture and environment to effectively support economic development.

4.B. Establish the PACE Center as a regional facility serving the Southeast Metro area attracting audiences, performers and participants from diverse geographic locations.

4.C. Partner with local and regional cultural organizations to promote Parker and Douglas County as a premier arts and cultural destination.

4.D. Encourage and support existing and new creative industries in the Town.

4.E. Build creative collaborations and cross-promote initiatives among local and regional cultural groups, nonprofit organizations and the business sector.



Our Parker community supports coordination at the regional and local levels in order to manage growth and address issues that affect not only the Town but the region as a whole.



Regional Coordination

15

INTRODUCTION

Parker's days as an independent crossroads serving the local ranching community have all but disappeared. With improvements to Parker Road, improved connections to I-25, the construction of E-470 and the southeast light rail corridor, Parker is now closer than ever to the Denver Metropolitan Region. As such, the region's planning decisions directly affect the Town and our planning decisions will affect the region as well.

The Denver area is home to 2.8 million people today and another million people are expected in the Metro area by 2035. With this expected growth, not all challenges associated with increased development will be able to be resolved by local governments working independently. Issues such as air quality, water quality and transportation will need to be evaluated and resolved across jurisdictional boundaries and thus, will require cooperative solutions.

The Town acknowledges our interrelationship with the region and believes that our relationships with surrounding communities are important and must continue to be fostered.



GOALS AND STRATEGIES

I. Collaborate with regional and local jurisdictions and other stewardship organizations to jointly plan and manage regional growth and to address common concerns.

1.A. Collaborate with the Denver Regional Council of Governments (DRCOG) to coordinate the Town's planning efforts with its responsibility to develop long range regional plans for the Denver Metropolitan Region.

- The Town endorses the 'Mile High Compact' and the 'Metro Vision 2035 Plan'.

1.B. Continue to coordinate with neighboring jurisdictions and Douglas County to jointly plan and manage growth in the region.

1.C. Work with stewardship and land management agencies and other organizations to seek collaborative solutions to regional concerns that affect the Town.





Request for Town Council Action

Date: December 3, 2018
Submitted By: Alex Mestdagh, Engineering Service Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **COMPARK VILLAGE SOUTH**

Department: Engineering/Public Works, Alex Mestdagh

- (1) ORDINANCE NO. 9.252.3 - Second Reading
A Bill for an Ordinance to Approve the Third
Amendment to Intergovernmental Agreement
Between the Town of Parker and the Board of County
Commissioners of the County of Douglas Regarding
the Design, Construction and Maintenance of Belford
Avenue (Peoria Street to Compark Village South)
Improvement Project**
- (2) RESOLUTION NO. 18-091
A Resolution to Amend Resolution No. 17-020.2, Series
of 2017, to Extend the Expiration Date of the Minor
Development Plat for Compark Village South Filing
No. 1 Through December 31, 2019, and Approve the
Subdivision Agreement for Compark Village South
Filing No. 1**
- (3) RESOLUTION NO. 18-092
A Resolution to Amend Resolution No. 17-064, Series
of 2017, to Extend the Expiration Date of the Final
Plats for Compark Village South Filing No. 2 and
Compark Village South Filing No. 2 – Amendment No.
1 Through December 31, 2019**

EXECUTIVE SUMMARY

The developer of the proposed Compark Village South subdivision is requesting extensions of

several items associated with this project. This item includes the following requests:

- An extension to the expiration date of the development's Minor Development Plat that creates the major infrastructure for the project, and approval of the associated Amended and Restated Subdivision Agreement.
- An extension to the expiration date of the developments' Final Plats - Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 – that creates single-family residential lots.
- A third extension to the terms of an IGA between the Town and Douglas County associated with the development.

These extensions are being requested to allow additional time for the Developer to obtain environmental permits necessary to begin work on the development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Compark Village South development is located south of E-470 and north of Grandview Estates, between Peoria Road and Chambers Road. The Town Council approved the Minor Development Plat (Filing No. 1) and the associated Subdivision Agreement for development on September 19, 2016. Under the Town Code, a Developer has 90 days from the date of approval to record a plat and associated agreements before the approvals expire. The Developer of Compark Village South Filing No. 1 has previously requested and received four extensions of this expiration date.

The most recent extension, which was granted by Town Council in December of 2017, extended this expiration date to December 31, 2018. This was requested to allow the Developer time to obtain a new permit from the Army Corps of Engineers necessary to construct drainageway improvements with the project, as the original permit that had been obtained for this work had expired. The Town cannot grant construction permits for this project without the appropriate Corps permits in place.

The Developer has been working through the permitting process, but will not obtain a permit prior to the plat's expiration. The Developer has requested that the expiration date for the Minor Development Plat and Subdivision Agreement be extended to December 31, 2019, to allow for additional time to complete this process with the Corps and to subsequently secure any permits that the Corps may require. The associated Subdivision Improvement Agreement has been restated to revise the completion date of the Public Improvements to December 31, 2020, and to revise the Public Improvements Cost Estimate to reflect increases in construction costs since the original estimate. The required payment for a traffic signal at Chambers Road and Belford Avenue has also been increased to reflect escalating costs of signal installation observed by the

Town.

If this extension is not granted, the Developer will have until December 31, 2018 to record the Minor Development Plat and Subdivision Agreement before they expire.

The proposed development also includes two final plats creating residential lots, known as Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1. The Developer has previously requested and received two extensions of these expiration date, which extended these expiration dates to December 31, 2018. These two projects are dependent on the infrastructure required to be constructed with Compark Village South Filing No. 1, so these projects cannot move forward before Filing No. 1. The Developer has requested that the expiration dates for the Final Plats for Filing No. 2 and Filing No. 2, Amendment No. 1 be extended to December 31, 2019, matching the expiration date requested for Filing No. 1.

If this extension is not granted, the Developer will have until December 31, 2018 to record these final plats before they expire.

Finally, the developer is also requesting an extension of an intergovernmental agreement associated with this project. In April 2016, the Town Council and Douglas County Board of County Commissioners entered into an IGA regarding Compark Village South Filing No. 1. This was necessary to codify the responsibilities associated with the construction and maintenance of offsite roadway improvements, located in unincorporated Douglas County, that the Developer will construct with this project. The original IGA included a clause that voids the agreement if the Developer does not proceed with the project by December 31, 2016. The Town Council and BOCC have since twice agreed to amend the agreement - in April 2017 and January 2018 - to extend this deadline to accommodate delays in the project. The current deadline stated in the agreement is December 31, 2018, and this proposed amendment would extend this deadline for three years to December 31, 2021, to avoid initiating annual Council action should this project fail to move forward in 2019.

All other elements of the original IGA would remain unchanged in this amendment.

FINANCIAL IMPACT

The terms of the Subdivision Improvement Agreements associated with the final plats have been modified to reflect increases in construction costs over the past year.

As part of the IGA, the Town will be providing routine maintenance, which includes street sweeping and snow plowing, for the section of Belford Avenue that is located in the County. However, this maintenance will only be provided by the Town until such time as development occurs adjacent to Belford Avenue in the County, at which time Douglas County will accept maintenance responsibility. This 2-lane roadway section is approximately 2,000 feet in length and has been coordinated with the Town's Public Works Department. This maintenance arrangement remains unchanged from the original IGA.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Ordinance No. 9.252.3
3. Resolution No. 18-091
4. Resolution No. 18-092

RECOMMENDED MOTION

I move to approve Ordinance No. 9.252.3 on second reading.

I move to approve Resolution No. 18-091.

I move to approve Resolution No. 18-092.

Compark Village South
Vicinity Map

Compark Village South
Filing No. 1 (Roadway,
Drainage, and Utility
Improvements

Douglas County

Town of Parker

BELFORD AVENUE

COMPARK
SOUTH

PROPOSED REGIONAL
DETENTION POND

CHAMBERS
HIGHPOINT
PROPERTY

CHAMBERS
HIGHPOINT
PROPERTY

AIRPORT 320
PROPERTY
(DOUGLAS
COUNTY JURISDICTION)

S. PEORIA STREET

EXISTING BLFORD AVE.
WITHIN MERIDIAN

GREEN ACRES
TRIBUTARY
(GAT)

SECONDARY EMERGENCY
ACCESS LOCATION

GRANDVIEW
ESTATES

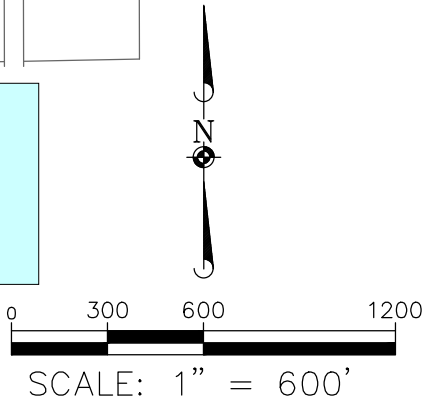
E. FILBERT AVENUE

HAPPY CANYON
CREEK (HCC)

PROPOSED
BRIDGE
(HCC)

S. CHAMBERS ROAD

Compark Village South Filing No. 2 and
Filing No. 2, Amendment No. 1
(Proposed Single-Family Development



ORDINANCE NO. 9.252.3, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH) IMPROVEMENT PROJECT

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

Section 1. The Town Council of the Town of Parker hereby approves the Third Amendment to Intergovernmental Agreement Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding the Design, Construction and Maintenance of Belford Avenue (Peoria Street to Compark Village South) Improvement Project, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE DESIGN, CONSTRUCTION AND MAINTENANCE OF BELFORD AVENUE (PEORIA STREET TO COMPARK VILLAGE SOUTH) IMPROVEMENT PROJECT

THIS THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Third Amendment") is made and entered into this ____ day of _____, 2018, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Town and the County entered into an intergovernmental agreement on April 4, 2016, regarding the design, construction and maintenance of the Belford Avenue Improvement Project (the "Agreement");

WHEREAS, the Town and the County entered into the First Amendment to the Agreement on April 3, 2017;

WHEREAS, the Town and the County entered into the Second Amendment to the Agreement on January 9, 2018;

WHEREAS, the Town and the County desire to amend Paragraph 10 of the Agreement to extend the date for the project from December 31, 2018, to December 31, 2021.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree to this Second Amendment as follows:

Section 1. Paragraph 10 of the Agreement is amended to provide as follows:

10. Termination of the Project. The Parties agree that if the Compark Developer is not allowed to proceed with the Project on or before December 31, 2021, then this Agreement shall automatically terminate.

Section 2. The Town and the County acknowledge and agree that the Agreement has not been amended, except as provided in the First Amendment, Second Amendment, and this Third Amendment.

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

IN WITNESS WHEREOF, this Third Amendment is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY COLORADO**

Lora L. Thomas, Chair

APPROVED AS TO CONTENT:

ATTEST:

Douglas J. DeBord, County Manager

Emily Wrenn, Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

_____, Assistant County
Attorney

Andrew Copland, Director of Finance

RESOLUTION NO. 18-091, Series of 2018

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 17-020.2, SERIES OF 2017, TO EXTEND THE EXPIRATION DATE OF THE MINOR DEVELOPMENT PLAT FOR COMPARK VILLAGE SOUTH FILING NO. 1 THROUGH DECEMBER 31, 2019, AND APPROVE THE SUBDIVISION AGREEMENT FOR COMPARK VILLAGE SOUTH FILING NO. 1

WHEREAS, the Town Council of the Town of Parker approved the minor development plat (the “Minor Development Plat”) and subdivision agreement (the “Subdivision Agreement”) for Compark Village South Filing No. 1 on September 19, 2016;

WHEREAS, Section 13.07.100(j)(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 off the” Minor Development Plat “null and void;”

WHEREAS, the Planning Director granted a 30-day extension as provided by Section 13.07.100(j)(2) of the Parker Municipal Code;

WHEREAS, the Town Council approved Resolution No. 17-020, Series of 2017, to extend the expiration date of the Minor Development Plat to August 31, 2017;

WHEREAS, the Town Council approved Resolution No. 17-020.1, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2017;

WHEREAS, the Town Council approved Resolution No. 17-020.2, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2018;

WHEREAS, the purpose of the Minor Development Plat is to establish the right-of-way for Belford Avenue, which is an essential roadway to the Town’s road network;

WHEREAS, the property owner needs additional time to renew an environmental approval that expired and is requesting that the Town Council extend the expiration date of the Minor Development Plat;

WHEREAS, the Subdivision Agreement needs to be modified, as a result of the extensions of time described herein, to the extent provided in the Subdivision Agreement, which is attached hereto as **Exhibit 1** and incorporated by this reference (the “Subdivision Agreement”);

WHEREAS, the extension of the expiration date of the Minor Development Plat can only be granted by Town Council under Section 13.01.100 of the Parker Municipal Code, if the Town Council determines that the request of the property owner is in the public interest; and

WHEREAS, the Town Council determines that the construction of Belford Avenue is in the public interest and desires to grant the extension of the expiration date for the Minor Development Plat, subject to the terms and conditions contained in this Resolution.

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

Section 1. The Town Council of the Town of Parker, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Minor Development Plat through December 31, 2019, and approves the Subdivision Agreement, subject to Section 2 of this Resolution.

Section 2. The Town Council of the Town of Parker, Colorado, hereby determines that Section 1 of this Ordinance is subject to Douglas County's approval of the Second Amendment to Intergovernmental Agreement between the Town and Douglas County, which amendment extends the commencement date of Belford Avenue Improvement Project from December 31, 2018, to December 31, 2022.

RESOLVED AND PASSED this ____ day of _____, 2018.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SUBDIVISION AGREEMENT Compark Village South Filing No. 1

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Compark Village South Filing No. 1, which is more particularly described in **Exhibit A-1**, attached hereto and incorporated herein, and Douglas County is or will be the owner of certain real property located outside the corporate limits of the Town of Parker, which is more particularly described in **Exhibit A-2**, attached hereto and incorporated herein, (collectively referred to as the "Property").

B. On September 19, 2016, the Town Council of the Town of Parker, after holding all necessary public hearings and having received a recommendation of approval from the Parker Planning Commission, approved the final plat for that portion of the Property described in Exhibit A-1. A copy of the final plat is attached hereto as **Exhibit B** and incorporated herein.

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

AGREEMENT

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

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

2. Agreements and Other Requirements.

a. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on January 5, 2015, which was recorded on January 8, 2015, at Reception No. 2015001337, of the Douglas County real estate records (the "Annexation Agreement"), and the First Amendment Compark Village South Annexation Agreement entered into between the Town and the Developer on July 24, 2017, which was recorded on August 15, 2017, at Reception No. 2017055568. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

b. The Developer acknowledges and agrees that the Town entered into an intergovernmental agreement with Douglas County on April 4, 2016, which was amended on March 20, 2017, regarding the design, construction and maintenance of Belford Avenue between Peoria Street to Compark Village South (the "Project IGA"). The Project IGA includes the Public Improvements described in this Agreement. The Developer agrees to cooperate with the Town and Douglas County in the performance of the Town's and County's obligations under the Project IGA, including the conveyance of right-of-way, the permitting, design, construction, testing and inspection of the roadway and drainage facilities, including the probationary and final acceptance of such roadway and drainage facilities and the maintenance of the same following the probationary and final acceptance of the roadway and drainage facilities, as provided in the Project IGA.

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

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

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

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

d. The Developer shall pay all fees required by Douglas County for the grading, construction and inspection of the Public Improvements described in the Project IGA.

4. Specific Conditions. The Developer hereby agrees that:

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

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If

installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. The Developer agrees to preserve trees shown on **Exhibit G**, which is attached hereto and incorporated by this reference.

e. Prior to probationary acceptance of the Public Improvements, the Developer shall pay to the Town Four Hundred Eighty-One Thousand Three Hundred Seventy-Eight and 50/100 Dollars (\$481,378.50), which payment is fifty percent (50%) of the cost to design and construct the improvements to Happy Canyon Creek adjacent to the property.

f. Prior to recordation of the final plat, the Developer shall pay to the Town One Hundred Seventy-Five Thousand Dollars (\$175,000) which is fifty percent (50%) of the cost to design and construct the required traffic signal at the intersection of Chambers Road and Belford Avenue.

g. Prior to probationary acceptance of the Public Improvements, the Developer shall install a fire hydrant and approved emergency access barrier in the offsite emergency access cul-de-sac located at the north dead end of 1st Street.

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

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

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

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

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

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

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

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

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

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

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

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before December 31, 2020, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications, subject to the Project IGA. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications, subject to the Project IGA. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11, subject to the Project IGA; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a., b and d of this Agreement are paid in full by the Developer.

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

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

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

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

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

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee to complete the Public Improvements called for in this Agreement.

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

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

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

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

14. A homeowners' association, owners association or special district shall be created by the Developer to maintain and operate the drainage facilities, private streets, berms, trails, parks, open space, median improvements, landscaping, streetscapes or other private improvements and to assume all responsibilities therefor as shown on the final plat and/or the construction documents approved by the Director of Engineering/Public Works of the Town, including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments

rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Developer: 470 Compark LLC
 C/O MPV Compark Management
 1001 Bannock St., Suite 240
 Denver, CO 80204
 Attn: Michael Vickers
 Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
 C/O Vickers Trusts
 1223 North Rock Road, Building H, Suite 100
 Wichita, KS 67206-1271
 Facsimile No.: (316) 636-2440
 Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
 Attn.: Jennifer L. Stenman
 16 Market Square, 6th Floor
 1400 16th Street
 Denver, CO 80202
 Facsimile: (303) 292-4510
 Jennifer.stenman@moyewhite.com

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

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

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

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

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

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

**DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company**

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

EXHIBIT LIST

Exhibit A-1	Legal Description of the Compark Village South Filing No. 1 Property
Exhibit A-2	Legal Description of Douglas County Property (Belford Avenue Right-of-Way)
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Financial Guarantee Agreement
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Description of Existing Trees

EXHIBIT A-1

COMPARK VILLAGE SOUTH FILING NO. 1

PART OF LOTS 19, AND 20, ALL OF LOTS 21, 22, AND 23, AND THAT 40-FOOT RIGHT OF WAY, GREEN ACRES SUBDIVISION RECORDED IN BOOK 1152 AT PAGE 883, AT RECEPTION NO. 105760 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER TOGETHER WITH PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6 AND CONSIDERING THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6 TO BEAR NORTH 00°30'14" WEST, AND MONUMENTED AS SHOWN HEREON, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER A DISTANCE 1216.44 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGHWAY E-470 AS DESCRIBED IN BOOK 902 AT PAGE 573 AND AT BOOK 902 AT PAGE 576 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

- 1) NORTH 72°48'01" EAST A DISTANCE OF 328.41 FEET;
- 2) NORTH 73°02'20" EAST A DISTANCE OF 596.76 FEET;
- 3) NORTH 77°03'02" EAST A DISTANCE OF 576.89 FEET;
- 4) NORTH 83°04'45" EAST A DISTANCE OF 573.61 FEET;
- 5) NORTH 85°05'07" EAST A DISTANCE OF 380.93 FEET;
- 6) NORTH 86°06'18" EAST A DISTANCE OF 574.74 FEET;
- 7) SOUTH 87°52'51" EAST A DISTANCE OF 578.89 FEET;
- 8) SOUTH 81°41'15" EAST A DISTANCE OF 612.23 FEET;
- 9) SOUTH 72°31'23" EAST A DISTANCE OF 371.41 FEET TO A POINT ON A CURVE;
- 10) ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10°57'27", A RADIUS OF 3005.03 FEET, AN ARC LENGTH OF 574.70 FEET, THE CHORD OF WHICH BEARS SOUTH 67°01'44" EAST, A DISTANCE OF 573.82 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056842 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 21°56'14" WEST, A DISTANCE OF 91.83 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°58'01", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 153.47 FEET, THE CHORD OF WHICH BEARS SOUTH 43°55'15" WEST, A DISTANCE OF 149.74 FEET;
- 3) SOUTH 65°54'15" WEST, A DISTANCE OF 75.57 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°33'38", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 85.73 FEET, THE CHORD OF WHICH BEARS SOUTH 78°11'04" WEST, A DISTANCE OF 85.08 FEET;
- 5) NORTH 89°32'07" WEST, A DISTANCE OF 9.07 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE THE LEFT HAVING A CENTRAL ANGLE OF 12°56'47", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 45.19 FEET, THE CHORD OF WHICH BEARS SOUTH 83°59'30" WEST, A DISTANCE OF 45.10 FEET;
- 7) SOUTH 77°31'06" WEST, A DISTANCE OF 135.79 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°27'04", A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 82.48 FEET, THE CHORD OF WHICH BEARS SOUTH 82°14'38" WEST, A DISTANCE OF 82.38 FEET;
- 9) SOUTH 86°58'10" WEST, A DISTANCE OF 149.52 FEET TO A POINT BEING THE NORTHEASTERLY CORNER OF THAT PARCEL OF LAND AS DESCRIBED IN DEED RECORDED UNDER RECEPTION NO. 2010056677 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

COMPARK VILLAGE SOUTH FILING NO. 1

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL OF LAND THE FOLLOWING THIRTEEN (13) COURSES:

- 1) SOUTH 86°58'10" WEST, A DISTANCE OF 158.57 FEET TO A POINT OF CURVATURE;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°25'14", A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 116.66 FEET THE CHORD OF WHICH BEARS SOUTH 70°15'33" WEST, A DISTANCE OF 115.01 FEET;
- 3) SOUTH 53°32'56" WEST, A DISTANCE OF 294.75 FEET TO A POINT OF CURVATURE;
- 4) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 94°27'12", A RADIUS OF 125.00 FEET AND AN ARC LENGTH OF 206.07 FEET, THE CHORD OF WHICH BEARS SOUTH 06°19'20" WEST, A DISTANCE OF 183.51 FEET;
- 5) SOUTH 40°54'16" EAST, A DISTANCE OF 251.99 FEET TO A POINT OF CURVATURE;
- 6) ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°16'42", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 20.31 FEET, THE CHORD OF WHICH BEARS SOUTH 52°32'37" EAST, A DISTANCE OF 20.17 FEET;
- 7) SOUTH 64°10'58" EAST, A DISTANCE OF 23.43 FEET TO A POINT OF CURVATURE;
- 8) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 43°29'20", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 37.95 FEET, THE CHORD OF WHICH BEARS SOUTH 42°26'18" EAST, A DISTANCE OF 37.05 FEET;
- 9) SOUTH 20°41'38" EAST, A DISTANCE OF 39.38 FEET TO A POINT OF CURVATURE;
- 10) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°09'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 35.17 FEET, THE CHORD OF WHICH BEARS SOUTH 10°38'24" EAST, A DISTANCE OF 34.99 FEET;
- 11) SOUTH 00°32'10" EAST, A DISTANCE OF 40.51 FEET TO A POINT OF CURVATURE;
- 12) ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°17'03", A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 82.53 FEET, THE CHORD OF WHICH BEARS SOUTH 23°06'21" WEST, A DISTANCE OF 80.20 FEET;
- 13) SOUTH 46°44'52" WEST, A DISTANCE OF 59.24 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6;

THENCE SOUTH 87°49'19" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1546.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THAT RIGHT-OF-WAY PARCEL DESCRIBED IN BOOK 195 AT PAGE 510 OF THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 00°17'01" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 30.03 FEET;
- 2) SOUTH 87°55'04" WEST ALONG A LINE THIRTY FEET NORTHERLY DISTANT, WHEN MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 626.87 FEET;
- 3) SOUTH 00°42'41" WEST A DISTANCE OF 30.04 FEET TO A POINT ON SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 709.76 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6;

THENCE SOUTH 87°55'04" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1085.67 FEET TO THE POINT OF BEGINNING,

CONTAINING A CALCULATED AREA OF 6,539,184 SQUARE FEET OR 150.119 ACRES, MORE OR LESS.

EXHIBIT A-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 1 AND CONSIDERING THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1 TO BEAR NORTH 00°30'14" WEST, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE NORTH 00°30'14" WEST, A DISTANCE OF 174.02 FEET ALONG SAID EAST LINE TO A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°06'15", A RADIUS OF 1,555.00 FEET, AN ARC LENGTH OF 247.09 FEET, THE CHORD OF WHICH BEARS SOUTH 69°57'12" WEST, A DISTANCE OF 246.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 74°30'20" WEST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°25'44", A RADIUS OF 995.00 FEET, AN ARC LENGTH OF 858.38 FEET, THE CHORD OF WHICH BEARS SOUTH 49°47'28" WEST, A DISTANCE OF 832.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°04'36" WEST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50°26'30", A RADIUS OF 1105.00 FEET, AN ARC LENGTH OF 972.81 FEET, THE CHORD OF WHICH BEARS SOUTH 50°17'51" WEST, A DISTANCE OF 941.70 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 75°31'06" WEST, A DISTANCE OF 200.51 FEET;
THENCE SOUTH 89°39'42" WEST, A DISTANCE OF 319.15 FEET;
THENCE SOUTH 44°39'42" WEST, A DISTANCE OF 73.18 FEET TO A LINE 62.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 00°19'20" EAST, A DISTANCE OF 1,055.54 FEET ALONG SAID PARALLEL LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 12;

THENCE SOUTH 89°25'34" WEST, A DISTANCE OF 62.50 FEET ALONG SAID SOUTH LINE TO SAID WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 1,127.28 FEET ALONG SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF PEORIA STREET AS RECORDED JANUARY 8, 1998 IN BOOK 1500 AT PAGE 2361 IN THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE NORTH 89°40'40" EAST, A DISTANCE OF 51.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF SAID PEORIA STREET;

THENCE NORTH 00°19'20" WEST, A DISTANCE OF 170.11 FEET ALONG LAST SAID EAST LINE;

SEE SHEET 2 OF 5



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

SHEET

1 OF 5
00C.LCPKC3.03

EXHIBIT A-2

LEGAL DESCRIPTION (CONTINUED...)

THENCE NORTH 89°39'42" EAST, A DISTANCE OF 12.51 FEET;
THENCE SOUTH 45°20'18" EAST, A DISTANCE OF 71.90 FEET;
THENCE NORTH 89°39'42" EAST, A DISTANCE OF 284.74 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36°10'56",
A RADIUS OF 925.00 FEET, AN ARC LENGTH OF 584.14 FEET, THE CHORD OF WHICH BEARS NORTH
71°34'14" EAST, A DISTANCE OF 574.48 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF
28°24'09", A RADIUS OF 995.00 FEET AN ARC LENGTH OF 493.24 FEET, THE CHORD OF WHICH BEARS
NORTH 39°16'41" EAST, A DISTANCE OF 488.20 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°04'36" EAST, A DISTANCE OF 433.98 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°25'44",
A RADIUS OF 1,105.00 FEET, AN ARC LENGTH OF 953.28 FEET, THE CHORD OF WHICH BEARS NORTH
49°47'28" EAST, A DISTANCE OF 923.99 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74°30'20" EAST, A DISTANCE OF 220.72 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°04'13",
A RADIUS OF 1,445.00 FEET, AN ARC LENGTH OF 279.19 FEET, THE CHORD OF WHICH BEARS NORTH
68°58'13" EAST, A DISTANCE OF 278.76 FEET TO SAID EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1;

THENCE SOUTH 00°30'14" EAST, A DISTANCE OF 121.43 FEET ALONG LAST SAID EAST LINE TO THE
POINT OF BEGINNING.

CONTAINING 452,384 SQUARE FEET OR 10.3853 ACRES, MORE OR LESS.

I, BRIAN J. PFOHL, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE
ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND CHECKING.



BRIAN J. PFOHL, P.L.S. 38445
FOR AND ON BEHALF OF MANHARD CONSULTING LLC



8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 ph:303 708 0500 fx:303 708 0400 manhard.com
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Construction Managers • Environmental Scientists • Landscape Architects • Planners

BELFORD AVENUE
COUNTY OF DOUGLAS, COLORADO
EXHIBIT A

PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: N/A

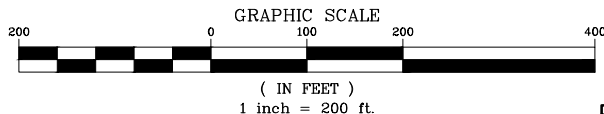
SHEET
2 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg Exhibits Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2

EAST QUARTER CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/3.25" ALUMINUM CAP
STAMPED "LS 16406, 1997"

EAST LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 5 SOUTH, RANGE 67 WEST



$\Delta=11^{\circ}04'13''$
 $R=1445.00'$ $L=279.19'$
 $CH=N\ 68^{\circ}58'13''\ E\ 278.76'$

UNPLATTED

SOUTH LINE OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 6 SOUTH, RANGE 67 WEST

$\Delta=49^{\circ}25'44''$
 $R=1105.00'$ $L=953.28'$
 $CH=N\ 49^{\circ}47'28''\ E\ 923.99'$

$\Delta=49^{\circ}25'44''$
 $R=995.00'$ $L=858.38'$
 $CH=S\ 49^{\circ}47'28''\ W\ 832.01'$

$N\ 74^{\circ}30'20''\ E\ 220.72'$
BELFORD AVENUE
452,384 S.F.±
10.3853 AC.±

$\Delta=9^{\circ}06'15''$
 $R=1555.00'$ $L=247.09'$
 $CH=S\ 69^{\circ}57'12''\ W\ 246.83'$

POINT OF COMMENCING
SOUTHEAST CORNER SECTION 1, T6S, R67W
FOUND NO. 5 REBAR W/2" ALUMINUM CAP
STAMPED "LS 28286, 2001"

NORTH LINE OF THE NORTHEAST QUARTER OF
SECTION 12, TOWNSHIP 6 SOUTH, RANGE 67 WEST

UNPLATTED

TRACT A
FUTURE COMPARK VILLAGE
SOUTH FILING NO. 1
BELFORD AVENUE

$S\ 00^{\circ}30'14''\ E\ 121.43'$

TRACT J

POINT OF BEGINNING

TRACT L

LOT 1
BLOCK 6
GRAND VIEW
ESTATES

FIRST STREET

SEE SHEET 4

NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

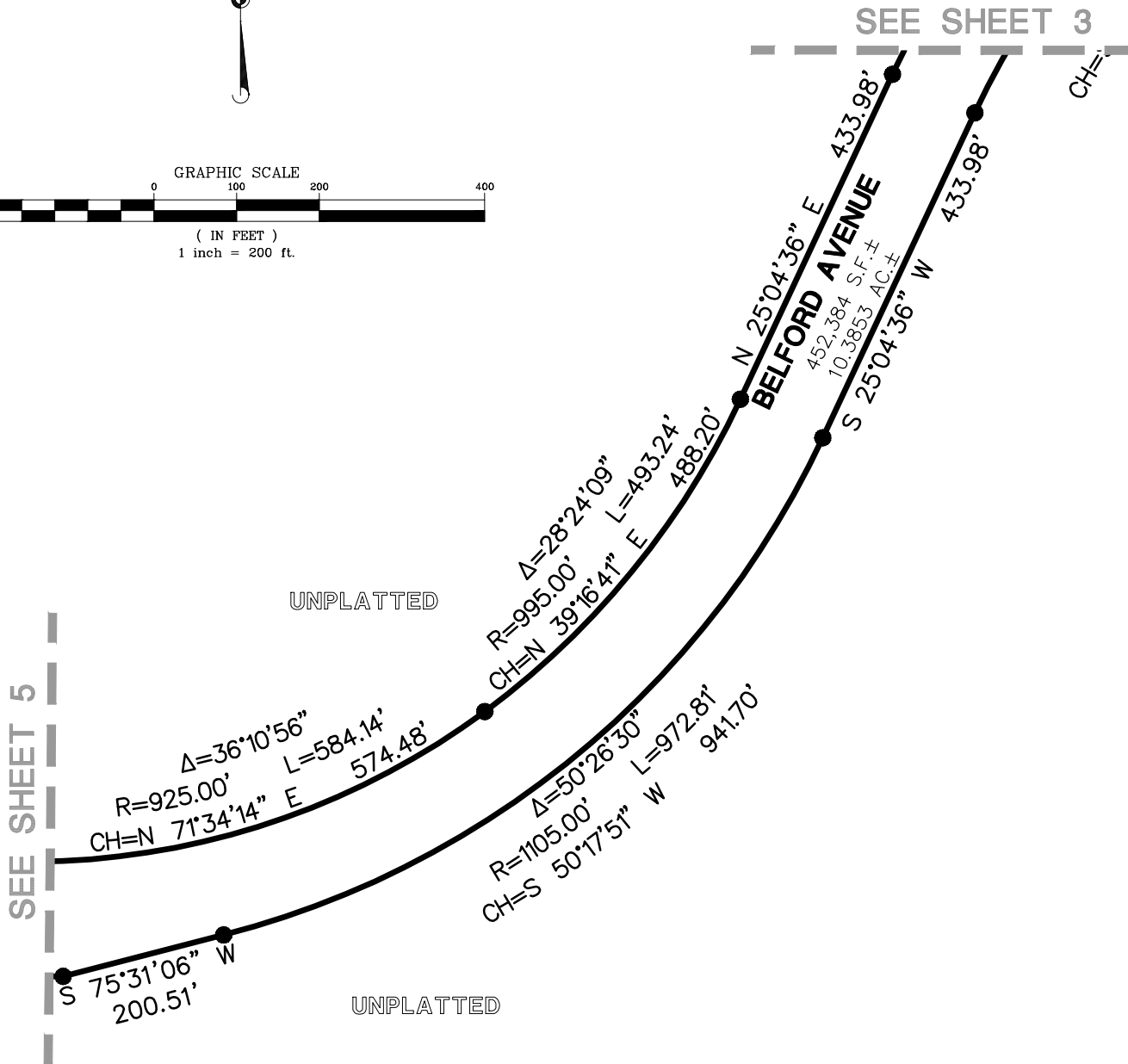
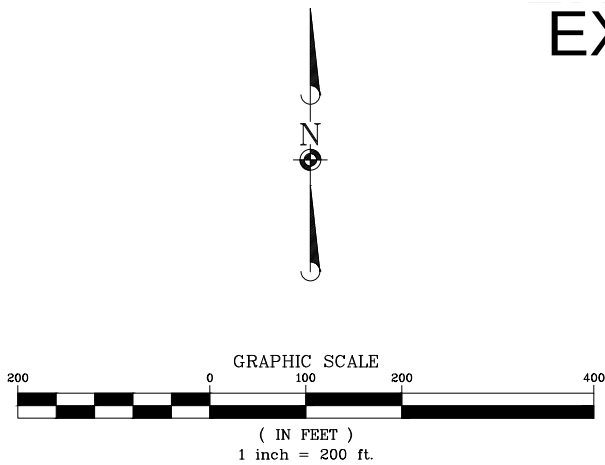
PROJ. MGR.: BJP
DRAWN BY: GDP
DATE: 10/14/16
SCALE: 1" = 200'

SHEET

3 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave.dwg\Surv\Exhibits_Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPfohl

EXHIBIT A-2



NOTE:

- DENOTES CHANGE OF DIRECTION ONLY. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



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BELFORD AVENUE

COUNTY OF DOUGLAS, COLORADO

EXHIBIT A

PROJ. MGR.: BJP

DRAWN BY: GDP

DATE: 10/14/16

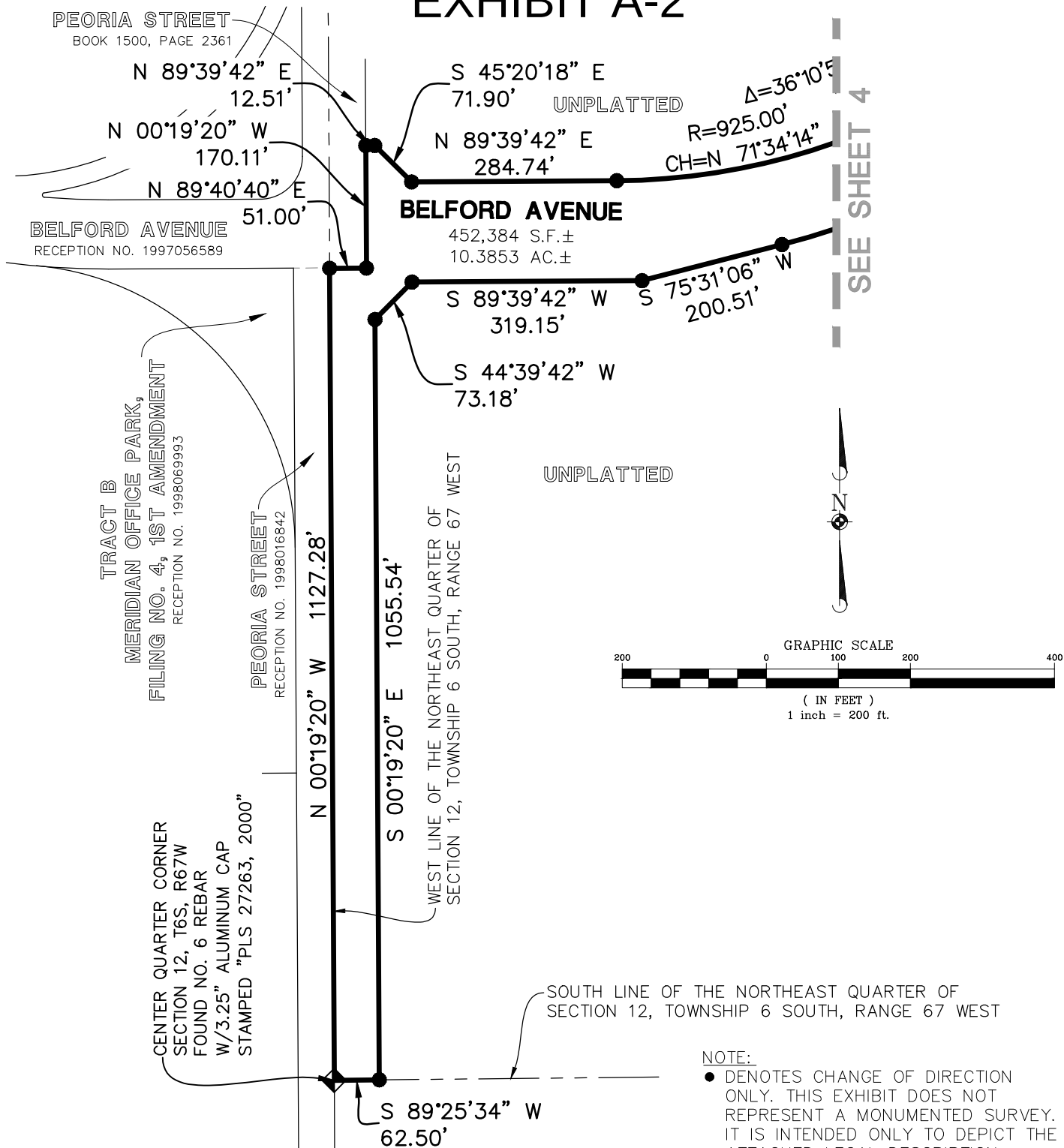
SCALE: 1" = 200'

SHEET

4 OF 5
00C.LCPKC3.03

10/14/2016 11:24 AM Dwg Name: P:\C\cpc3\ComSouth03-Ultimate Belford Ave\dwg\Exhibits_Surv\00C.LCPKC3.03-SL-BELFORD.dwg Updated By: BPFohl

EXHIBIT A-2



SEE SHEET 4



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BELFORD AVENUE	
COUNTY OF DOUGLAS, COLORADO	
EXHIBIT A	
PROJ. MGR.: BJP	SHEET
DRAWN BY: GDP	5 OF 5
DATE: 10/14/16	00C.LCPKC3.03
SCALE: 1" = 200'	

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COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

PLANNING AREAS 13–18 (COMPARK VILLAGE PD – FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS – 150.119 ACRES

OWNER

OWNER: MICHAEL P. VICKERS

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS, AS AN AUTHORIZED SIGNATORY OF 470 COMPARK LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: ERNEST PETER ELZI, JR.

BY: _____

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY ERNEST PETER ELZI, JR. AS AN INDIVIDUAL.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

OWNER

OWNER: THOMAS M. LIST

BY: THOMAS M. LIST, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT

STATE OF COLORADO }
COUNTY OF _____ } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS ATTORNEY-IN-FACT FOR THOMAS M. LIST.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

LAND USE SUMMARY TABLE

LAND USE	AREA (S.F.)	AREA (AC.)	% OF TOTAL AREA
FUTURE DEVELOPMENT TRACTS	4,245,415	97.462	64.93%
PUBLIC RIGHT-OF-WAY	577,013	13.246	8.82%
PUBLIC ACCESS (FIRST STREET)	7,060	0.162	0.11%
OPEN SPACE	949,566	21.799	14.52%
DETENTION POND/DRAINAGE	760,131	17.450	11.62%
OVERALL SITE TOTAL:	6,539,185	150.119	100%

DEED OF TRUST HOLDER

KERS & CO., A KANSAS GENERAL PARTNERSHIP

BY: _____

NAME: MICHAEL P. VICKERS
TITLE: AUTHORIZED SIGNATORY

SATE OF COLORADO)
COUNTY OF _____) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY MICHAEL P. VICKERS AS AN AUTHORIZED SIGNATORY OF KERS & CO., A KANSAS GENERAL PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

ADDRESS _____

TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USAGE	OWNERSHIP
A	989,570	22.718	FUTURE DEVELOPMENT	470 COMPARK, LLC
B	728,063	16.714	DETENTION POND (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
C	835,866	19.189	FUTURE DEVELOPMENT	470 COMPARK, LLC
D	229,596	5.271	OPEN SPACE (LANDSCAPE, TRAIL, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
E	52,423	1.203	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
F	339,128	7.785	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
G	988,095	22.688	FUTURE DEVELOPMENT	470 COMPARK, LLC
H	1,431,883	32.872	FUTURE DEVELOPMENT	470 COMPARK, LLC
I	104,809	2.406	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
J	32,068	0.736	DRAINAGE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
K	223,406	5.129	OPEN SPACE (LANDSCAPE, UTILITY & DRAINAGE)	METROPOLITAN DISTRICT
L	7,060	0.162	PUBLIC ACCESS, UTILITY & DRAINAGE	DOUGLAS COUNTY
M	204	0.005	OPEN SPACE (BELFORD SOUTH METROPOLITAN DISTRICT DIRECTORS PARCEL)	MICHAEL P. VICKERS, ERNEST PETER ELZI, JR., THOMAS M. LIST
TOTAL	5,962,173	136.873		



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS	DATE	REVISIONS
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	NEW TITLE COMMITMENT	06/26/15	NEW TITLE COMMITMENT
06/26/15	2ND SUBMITTAL COMMENTS	06/26/15	2ND SUBMITTAL COMMENTS
06/26/15	1ST SUBMITTAL COMMENTS	06/26/15	1ST SUBMITTAL COMMENTS

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COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BVP
DRAWN BY: BVP
DATE: 11/23/15
SCALE: N/A
SHEET
2 OF 5
00C.LCPKC3.03

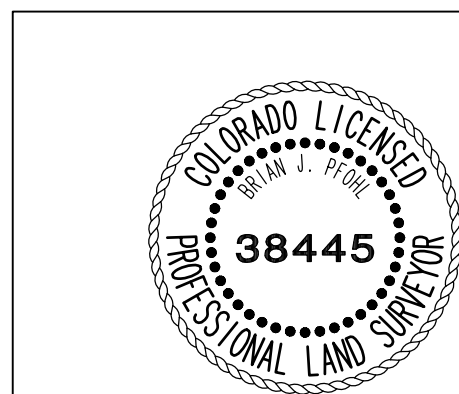
MINOR DEVELOPMENT PLAT

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	10°57'27"	3005.03'	574.70'	S 67°01'44" E	573.82'
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	200.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.95'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'

- ## LEGEND
- | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |  |  |  |  |
| | | | | = EX. PROPERTY LINE | | | | | | | | |
| | | | | = EX. SECTION LINE | | | | | | | | |
| | | | | = EX. LOT LINE | | | | | | | | |
| | | | | = EX. FLOOD ZONE LIMITS | | | | | | | | |
| | | | | = SECTION CORNER | | | | | | | | |
| | | | | = FOUND NO. 5 REBAR AS NOTED | | | | | | | | |
| | | | | FOUND 1" PIPE | | | | | | | | |
| | | | | = W/2.5" ALUMINUM CAP | | | | | | | | |
| | | | | STAMPED "E470 RLS 10377" | | | | | | | | |
| | | | | = FOUND NAIL & 0.75" BRASS DISC | | | | | | | | |
| | | | | STAMPED "75" WC PLS 25369" | | | | | | | | |
| | | | | FOUND NO. 5 REBAR | | | | | | | | |
| | | | | = W/2" ALUMINUM CAP | | | | | | | | |
| | | | | STAMPED "75" WC PLS 25369" | | | | | | | | |
| | | | | SET NO. 5 REBAR WITH | | | | | | | | |
| | | | | 1.25" Y.P.C. PLS 38445 | | | | | | | | |
| | | | | FLUSH WITH GROUND | | | | | | | | |
| | | | | = BOUNDARY DIMENSION | | | | | | | | |
| | | | | = LOT DIMENSION | | | | | | | | |



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS		DRAWN BY
06/26/17	NEW TITLE	COMMITMENT	GDP
09/01/16	NEW TITLE	COMMITMENT	GDP
06/27/16	2ND SUBMITTAL	COMMENTS	GDP
04/08/16	1ST SUBMITTAL	COMMENTS	BUP

Manhard
CONSULTING LTD

8008 E. Arapahoe Court, Suite 110, Centennial, CO 80112 tel: 303.708.0500 fax: 303.708.0400 manhard.com

Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

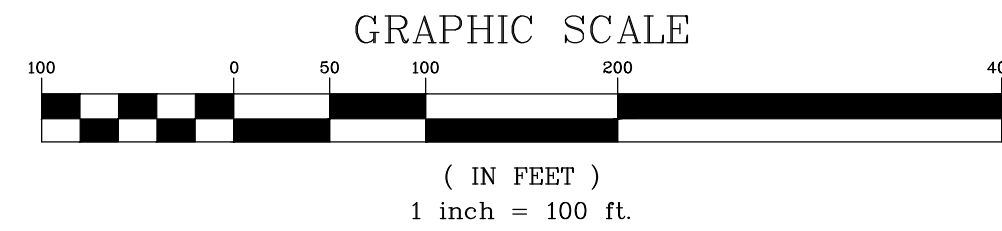
PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 200'

SHEET
3 OF 5
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COMPARK VILLAGE SOUTH FILING NO. 1

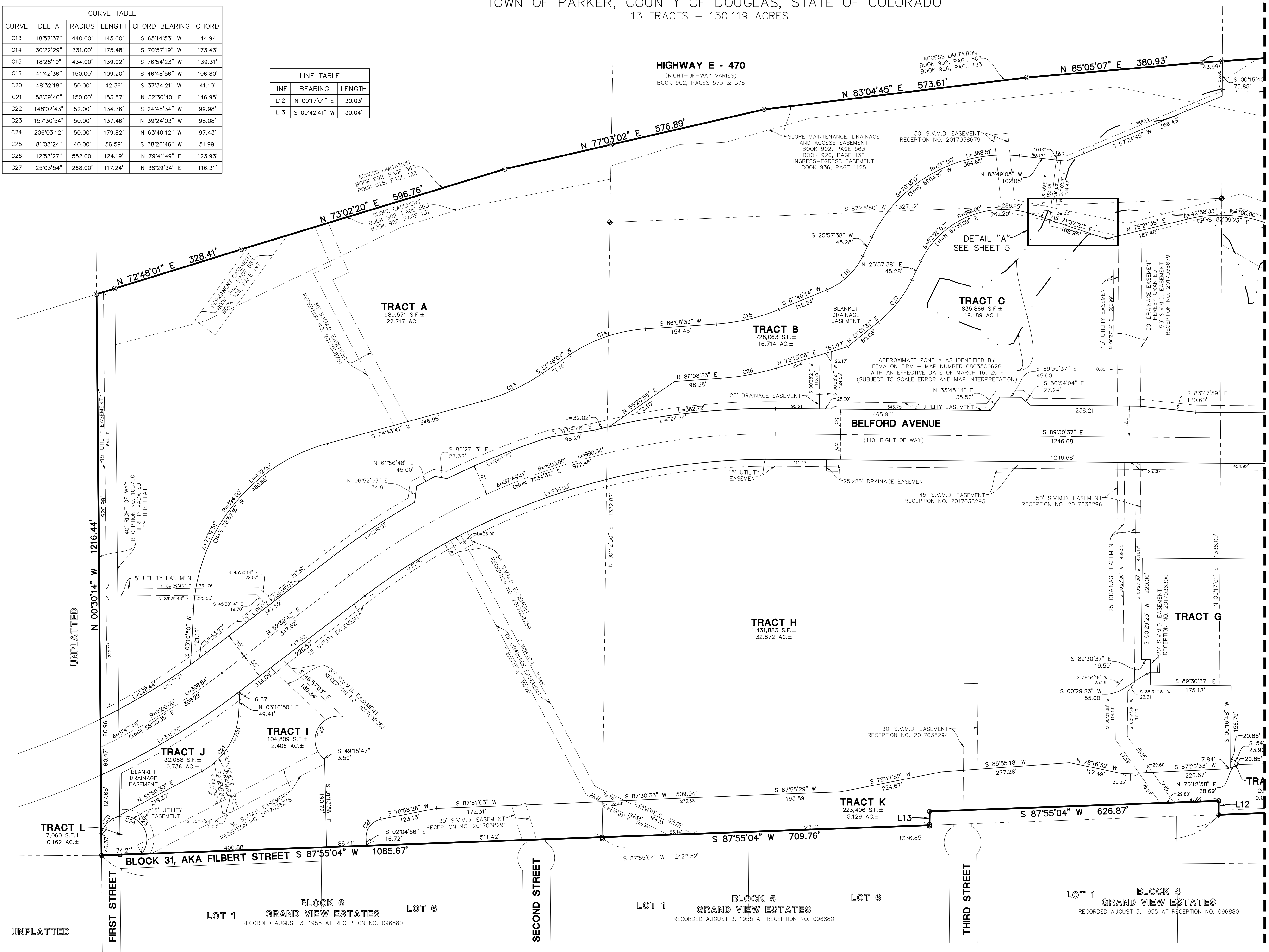
MINOR DEVELOPMENT PLAT

PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)
PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES

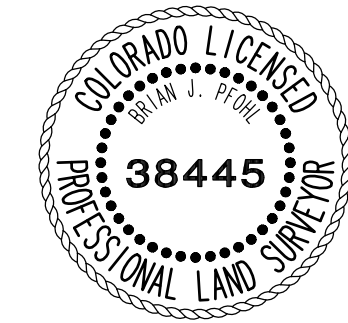


CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C13	18°57'37"	440.00'	145.60'	S 65°14'53" W 144.94'
C14	30°22'29"	331.00'	175.48'	S 70°57'19" W 173.43'
C15	18°28'19"	434.00'	139.92'	S 76°54'23" W 139.31'
C16	41°42'36"	150.00'	109.20'	S 46°48'56" W 106.80'
C20	48°32'18"	50.00'	42.36'	S 37°34'21" W 41.10'
C21	58°39'40"	150.00'	153.57'	N 32°30'40" E 146.95'
C22	148°02'43"	52.00'	134.36'	S 24°45'34" W 99.98'
C23	157°30'54"	50.00'	137.46'	N 39°24'03" W 98.08'
C24	206°03'12"	50.00'	179.82'	N 63°40'12" W 97.43'
C25	81°03'24"	40.00'	56.59'	S 38°26'46" W 51.99'
C26	12°53'27"	552.00'	124.19'	N 79°41'49" E 123.93'
C27	25°03'54"	268.00'	117.24'	N 38°29'34" E 116.31'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N 00°17'01" E	30.03'
L13	S 00°42'41" W	30.04'



- LEGEND
- EX. PROPERTY LINE
 - EX. SECTION LINE
 - EX. LOT LINE
 - EX. FLOOD ZONE LIMITS
 - SECTION CORNER
 - FOUND NO. 5 REBAR AS NOTED
 - FOUND 1" PIPE
 - W/2.5" ALUMINUM CAP STAMPED "E470 RLS 10377"
 - FOUND NAIL & 0.75" BRASS DISC STAMPED "75" WC PLS 25369"
 - W/2" ALUMINUM CAP STAMPED "75" WC PLS 25369"
 - SET NO. 5 REBAR WITH 1.25" Y.P.C. PLS 38445 FLUSH WITH GROUND
 - 0.00 = BOUNDARY DIMENSION
 - 0.00 = LOT DIMENSION



MANHARD CONSULTING LTD.

38445

PROFESSIONAL LAND SURVEYOR

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR

PROJ. ASSOC.: BJP

DRAWN BY: GDP/BJP

DATE: 11/23/15

SCALE: 1" = 100'

SHEET 4 OF 5

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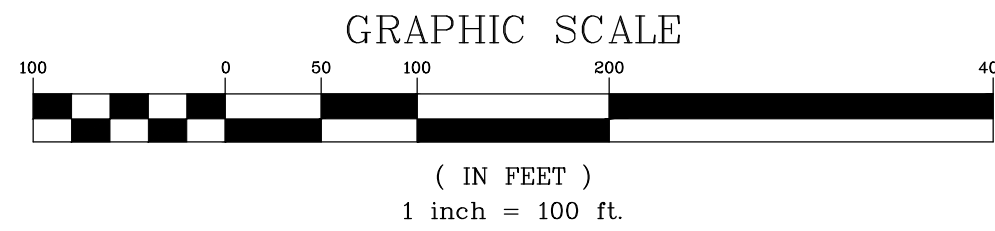
FOR AND ON BEHALF OF
MANHARD CONSULTING

COMPARK VILLAGE SOUTH FILING NO. 1

MINOR DEVELOPMENT PLAT

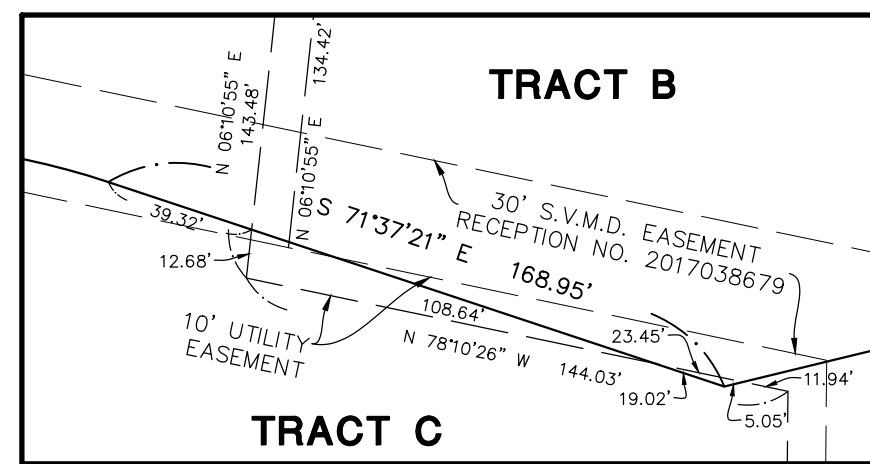
PLANNING AREAS 13-18 (COMPARK VILLAGE PD - FOURTH AMENDMENT)

PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
13 TRACTS - 150.119 ACRES



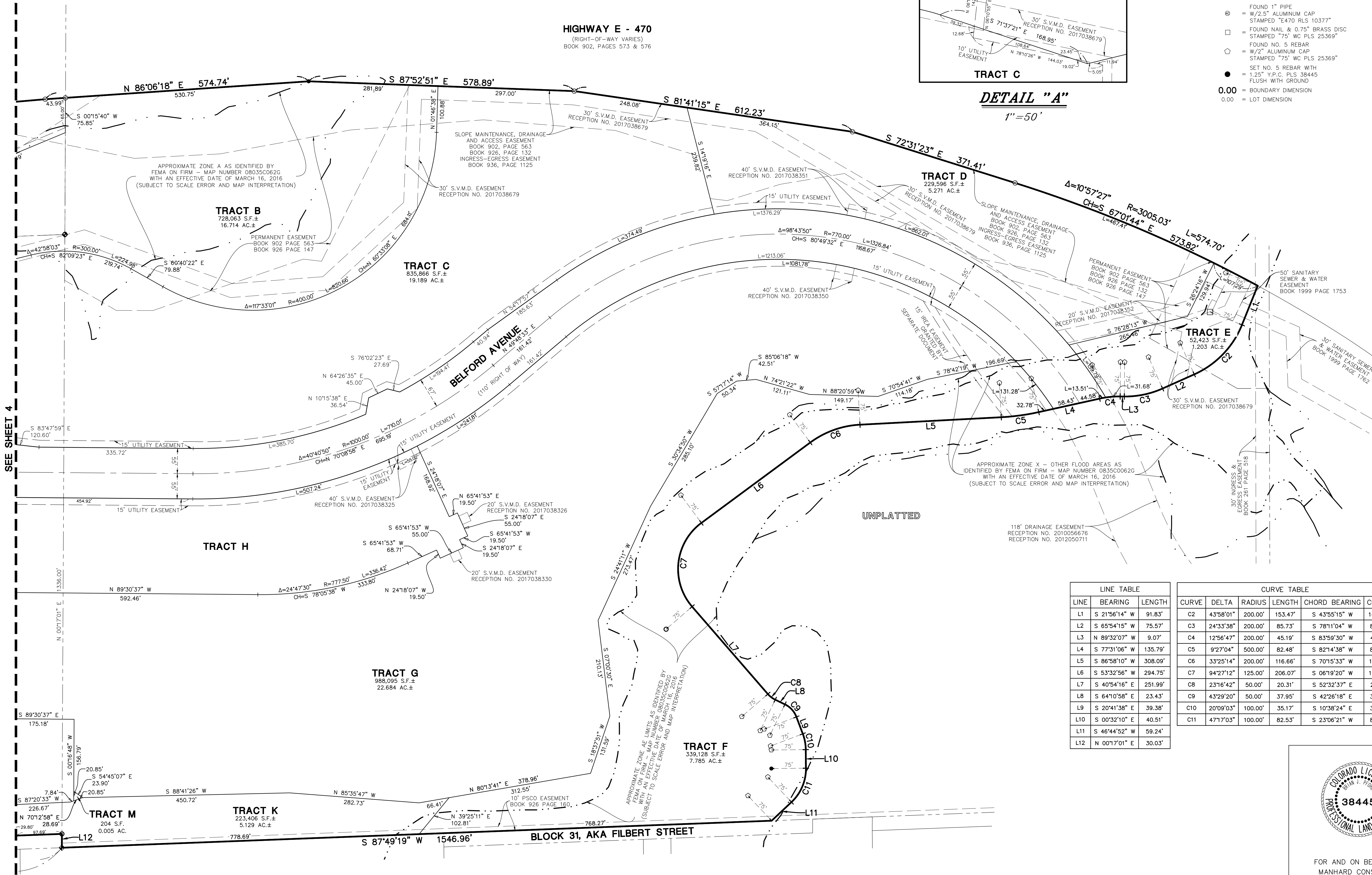
LEGEND

- EX. PROPERTY LINE
- EX. SECTION LINE
- EX. LOT LINE
- EX. FLOOD ZONE LIMITS
- SECTION CORNER
- FOUND NO. 5 REBAR AS NOTED
- FOUND 1" PIPE
- W/2.5" ALUMINUM CAP
STAMPED "E470 RLS 10377"
- FOUND NAIL & 0.75" BRASS DISC
STAMPED "75" WC PLS 25369"
- FOUND NO. 5 REBAR
- W/2" ALUMINUM CAP
STAMPED "75" WC PLS 25369"
- SET NO. 5 REBAR WITH
1.25" Y.P.C. PLS 38445
FLUSH WITH GROUND
- 0.00 = BOUNDARY DIMENSION
- 0.00 = LOT DIMENSION



DETAIL "A"

1"=50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 21°56'14" W	91.83'
L2	S 65°54'15" W	75.57'
L3	N 89°32'07" W	9.07'
L4	S 77°31'06" W	135.79'
L5	S 86°58'10" W	308.09'
L6	S 53°32'56" W	294.75'
L7	S 40°54'16" E	251.99'
L8	S 64°10'58" E	23.43'
L9	S 20°41'38" E	39.38'
L10	S 00°32'10" E	40.51'
L11	S 46°44'52" W	59.24'
L12	N 00°17'01" E	30.03'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C2	43°58'01"	200.00'	153.47'	S 43°55'15" W	149.74'
C3	24°33'38"	200.00'	85.73'	S 78°11'04" W	85.08'
C4	12°56'47"	200.00'	45.19'	S 83°59'30" W	45.10'
C5	9°27'04"	500.00'	82.48'	S 82°14'38" W	82.38'
C6	33°25'14"	200.00'	116.66'	S 70°15'33" W	115.01'
C7	94°27'12"	125.00'	206.07'	S 06°19'20" W	183.51'
C8	23°16'42"	50.00'	20.31'	S 52°32'37" E	20.17'
C9	43°29'20"	50.00'	37.95'	S 42°26'18" E	37.05'
C10	20°09'03"	100.00'	35.17'	S 10°38'24" E	34.99'
C11	47°17'03"	100.00'	82.53'	S 23°06'21" W	80.20'



FOR AND ON BEHALF OF
MANHARD CONSULTING

DATE	REVISIONS
08/08/17	NEW TITLE COMMITMENT & UTILITY EASEMENTS
09/07/18	NEW TITLE COMMITMENT & UTILITY EASEMENTS
06/27/16	2ND SUBMITTAL COMMENTS
04/09/16	1ST SUBMITTAL COMMENTS

Manhard CONSULTING LTD.
1808 E. Nevada Street, Suite 110, Denver, CO 80202
303.755.1100
Civil Engineers • Surveyors • Water Resources Engineers • Wetland & Wetland Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

COMPARK VILLAGE SOUTH FILING NO. 1

TOWN OF PARKER, COUNTY OF DOUGLAS, COLORADO

MINOR DEVELOPMENT PLAT

PROJ. MGR.: JMR
PROJ. ASSOC.: BJP
DRAWN BY: GDP/BJP
DATE: 11/23/15
SCALE: 1" = 100'
SHEET
5 OF 5
00C.LCPKC3.03

EXHIBIT C
COMPARK VILLAGE SOUTH, FILING NO. 1
ROAD AND DRAINAGE

October 17, 2018

Item Number	Item Description	Estimated Quantity	Unit	Estimated Unit Cost	Subtotal
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I. STORM SEWER SYSTEM IMPROVEMENTS**A. Storm Laterals - Belford Ave**

1	Type-R Inlet - 10'	7	Each	\$8,150.88	\$57,056
2	Type-R Inlet - 15'	5	Each	\$9,266.92	\$46,335
3	Type C Inlet	2	Each	\$3,240.00	\$6,480
4	Type D Inlet	2	Each	\$3,797.02	\$7,594
5	18" RCP	121	L.F.	\$51.99	\$6,291
6	24" RCP	621	L.F.	\$76.06	\$47,236
7	30" RCP	288	L.F.	\$103.40	\$29,779
8	36" RCP	876	L.F.	\$103.40	\$90,578
9	42" RCP	608	L.F.	\$144.72	\$87,990
10	6' Manhole	3	Each	\$6,912.00	\$20,736
11	6' CDS3035-6-C Water Quality Structure	1	Each	\$42,228.00	\$42,228
12	8' Diversion Bypass Manhole	1	Each	\$15,984.00	\$15,984
13	6' CDS4030-8-C Water Quality Structure	1	Each	\$45,954.00	\$45,954
14	6' CDS3030-6-C Water Quality Structure	1	Each	\$39,744.00	\$39,744
15	24" FES	4	Each	\$2,175.52	\$8,702
16	30" FES	3	Each	\$2,407.73	\$7,223
17	36" FES	9	Each	\$2,934.45	\$26,410
18	42" FES	2	Each	\$3,024.00	\$6,048
19	Swale (5' Wide)	117	L.F.	\$1.89	\$221
20	Swale (12' Wide)	570	L.F.	\$1.94	\$1,108
21	Swale (17' Wide)	597	L.F.	\$2.75	\$1,644
22	Type L Soil Rip Rap Lining for Swale	1,170	C.Y.	\$64.80	\$75,816
23	Type M Soil Rip Rap Lining for Swale	57	C.Y.	\$75.60	\$4,309
24	Grouted Boulder Lining for 5' Swale	44	C.Y.	\$270.59	\$11,906
25	Type L Rip Rap at FES	441	C.Y.	\$64.80	\$28,577

SUBTOTAL \$715,949

B. East Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	323	C.Y.	\$75.60	\$24,419
2	Concrete Trickle Channel (4' Wide x 6" Deep)	80	L.F.	\$44.39	\$3,551
3	14' Maintenance Trail (8" Thick Crushed Granite)	85	L.F.	\$16.34	\$1,389
4	14' Maintenance Trail (12" Thick Crushed Granite)	23	L.F.	\$24.49	\$563
5	Reinforced Concrete Forebay (13' x 18')	1	Each	\$4,125.60	\$4,126
6	Outlet Structure (Structure, Initial Surge, Micropool, WQ Plate)	1	Each	\$10,964.16	\$10,964
7	18" RCP	64	L.F.	\$51.99	\$3,327
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,675.57	\$1,676
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$64.80	\$518
10	Concrete Emergency Overflow Weir	1	Each	\$5,489.64	\$5,490
11	Detailed Pond Grading	1	Each	\$3,956.04	\$3,956

SUBTOTAL \$59,979

C West Water Quality Pond (Cordillera)

1	Type M Soil Rip Rap (at Overflow Weir)	276	C.Y.	\$75.60	\$20,866
2	Concrete Trickle Channel (4' Wide x 6" Deep)	68	L.F.	\$44.39	\$3,018
3	14' Maintenance Trail (8" Thick Crushed Granite)	174	L.F.	\$16.34	\$2,843
4	14' Maintenance Trail (12" Thick Crushed Granite)	14	L.F.	\$24.49	\$343
5	Reinforced Concrete Forebay (13' x 16')	1	Each	\$4,125.60	\$4,126
6	Outlet Structure (Structure, Initial Surcharge, Micropool, WQ Plate)	1	Each	\$10,964.16	\$10,964
7	18" RCP	56	L.F.	\$51.99	\$2,912
8	18" RCP FES w/ Cutoff Wall	1	Each	\$1,675.57	\$1,676
9	Type L Rip-Rap Low Tailwater Basin	8	C.Y.	\$64.80	\$518
10	Emergency Overflow Weir	1	Each	\$5,489.64	\$5,490
11	Detailed Pond Grading	1	Each	\$3,956.04	\$3,956

SUBTOTAL \$56,711

II. STREET IMPROVEMENTS**A. Belford Ave (Peoria Street - 10' Past Third KB Homes Entrance)**

1	24' Temporary Construction Access Road - 8" Thickness	7,520	S.Y.	\$10.37	\$77,967
2	Cattle Guard	1	Each	\$1,944.00	\$1,944
3	Subgrade Preparation (2' Behind Back of Curb)	33,413	S.Y.	\$3.24	\$108,258
4	Asphalt Pavement (7" HMA/17" ABC)	25,900	S.Y.	\$55.30	\$1,432,166
5	6" Vertical Curb & Gutter	6,568	L.F.	\$13.81	\$90,725
6	4' Shoulder (8" Class 6 Road Base)	2,900	S.Y.	\$10.50	\$30,443
7	Delineator Posts @ 200' O.C.	16	Each	\$81.54	\$1,305
8	Signage	17	Each	\$702.00	\$11,934
9	Striping 8" White	6,000	L.F.	\$0.54	\$3,240
10	Skip Striping 4" White	493	L.F.	\$0.54	\$266
11	Striping 4" White	7,276	L.F.	\$0.54	\$3,929
12	Striping 4" Single Yellow	1,461	L.F.	\$0.54	\$789
13	Striping 4" Double Yellow	6,303	L.F.	\$0.54	\$3,404
14	8" Wide Yellow Cross Hatching @ 25'	380	L.F.	\$0.54	\$205
15	8" Wide White Cross Hatching @ 25'	60	L.F.	\$0.54	\$32
16	Cross Pan	136	S.Y.	\$60.00	\$8,161
17	Double Corner Pedestrian Ramp Including Curb Return	8	Each	\$1,690.20	\$13,522
18	Collector Trench Drain	6,700	L.F.	\$16.47	\$110,349
19	Cleanouts	44	Each	\$378.21	\$16,641
20	Street Lights	12	Each	\$8,640.00	\$103,680
21	Std. Stock Fence	6,500	L.F.	\$3.35	\$21,762
22	5' Detached Concrete Sidewalk	16,445	S.F.	\$4.59	\$75,483
23	Subgrade Preparation for Sidewalk	2,558	S.Y.	\$3.24	\$8,288

SUBTOTAL \$2,124,493

B. Peoria Street Intersection

1	CLEARING AND GRUBBING	1	LS	\$5,400.00	\$5,400
2	REMOVAL OF BARRICADE	1	EA	\$540.00	\$540
3	REMOVAL OF PAVEMENT MARKING	2904	SF	\$2.16	\$6,273
4	REMOVAL OF SIGN PANEL	3	EA	\$75.60	\$227
5	REMOVAL OF GROUND SIGN	3	EA	\$97.20	\$292
6	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,640.00	\$8,640
7	REMOVAL OF FENCE	710	LF	\$8.64	\$6,134
8	REMOVAL OF CURB AND GUTTER	1349	LF	\$10.80	\$14,569
9	REMOVAL OF CONCRETE PAVEMENT	709	SY	\$17.28	\$12,252
10	REMOVAL OF LIGHT STANDARD	5	EA	\$432.00	\$2,160
11	REMOVAL OF LIGHT STANDARD FOUNDATION	5	EA	\$594.00	\$2,970
12	REMOVAL OF PULL BOX	5	EA	\$270.00	\$1,350
13	REMOVAL OF INLET	1	EA	\$1,080.00	\$1,080
14	EMBANKMENT MATERIAL (COMPLETE-IN-PLACE)	6324	CY	\$4.32	\$27,320
15	OVEREXCAVATION (COMPLETE-IN-PLACE)	5374	CY	\$2.80	\$15,032
16	POTHOLING	24	HR	\$270.00	\$6,480
17	STOCKPILE TOPSOIL	1192	CY	\$2.80	\$3,334
18	TOPSOIL	491	CY	\$5.40	\$2,651
19	INLET PROTECTION	74	LF	\$10.80	\$799
20	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,080.00	\$1,080

21	VEHICLE TRACKING CONTROL	2	EA	\$1,080.00	\$2,160
22	SILT FENCE	230	LF	\$2.16	\$497
23	SEDIMENT CONTROL LOG (12 INCH)	670	LF	\$2.16	\$1,447
24	SEDIMENT REMOVAL AND DISPOSAL	10	HR	\$216.00	\$2,160
25	EROSION CONTROL SUPERVISOR	11.25	DAY	\$189.00	\$2,126
26	RESET SIGN PANEL	3	EA	\$216.00	\$648
27	RESET PULL BOX	2	EA	\$972.00	\$1,944
28	MODIFY MANHOLE	4	EA	\$810.00	\$3,240
29	ADJUST VALVE BOX	4	EA	\$270.00	\$1,080
30	RESET TRAFFIC SIGNAL EQUIPMENT	1	LS	\$8,100.00	\$8,100
31	SEEDING (NATIVE)	1.5	AC	\$1,350.00	\$2,025
32	MULCHING (WEED FREE STRAW)	1.5	AC	\$1,350.00	\$2,025
33	AGGREGATE BASE COURSE (CLASS 6)	1570	CY	\$43.20	\$67,824
34	HOT MIX ASPHALT (GRADING S)(75)(PG 64-22)	460	TON	\$81.00	\$37,260
35	HOT MIX ASPHALT (GRADING SX)(75)(PG 64-22)	230	TON	\$102.60	\$23,598
36	EMULSIFIED ASPHALT (SLOW-SETTING)	417	GAL	\$4.32	\$1,801
37	CONCRETE PAVEMENT (9 INCH)	4687	SY	\$54.00	\$253,098
38	GROUTED RIPRAP (12 INCH)	50	CY	\$162.00	\$8,100
39	INLET TYPE R L 5 (5 FOOT)	1	EA	\$5,940.00	\$5,940
40	TRENCH DRAIN (PERFORATED)	555	LF	\$17.01	\$9,441
41	CONSTRUCTION FENCE	1155	LF	\$2.16	\$2,495
42	FENCE BARBED WIRE WITH METAL POSTS	850	LF	\$3.35	\$2,846
43	CONCRETE SIDEWALK (6 INCH)	191	SY	\$43.20	\$8,251
44	CONCRETE CURB RAMP	40	SY	\$162.00	\$6,480
45	HIGH SPEED MOUNTABLE CURB AND GUTTER	352	LF	\$17.28	\$6,083
46	VERTICAL CURB AND GUTTER	252	LF	\$14.85	\$3,742
47	MEDIAN CURB AND GUTTER	216	LF	\$14.85	\$3,208
48	MEDIAN COVER MATERIAL (4 INCH PATTERNED CONCRETE)	645	SF	\$21.60	\$13,932
49	DELINEATOR (TYPE I)	6	EA	\$27.00	\$162
50	COMMON TRENCH	50	LF	\$10.80	\$540
51	COMMON BORE	295	LF	\$16.20	\$4,779
52	PVC CONDUIT 2" (WITHIN COMMON BORE OR TRENCH)	435	LF	\$4.32	\$1,879
53	PULL BOX (TYPE I)	1	EA	\$972.00	\$972
54	PULL BOX (TYPE II)	4	EA	\$864.00	\$3,456
55	SIGN PANEL (CLASS I)	123	SF	\$23.76	\$2,922
56	SIGN PANEL (CLASS II)	58	SF	\$32.40	\$1,879
57	STEEL SIGN POST (2x2 INCH TUBING)	123	LF	\$19.44	\$2,391
58	TRAFFIC SIGNAL LIGHT POLE, 50' MAST ARM	1	EA	\$31,320.00	\$31,320
59	TRAFFIC SIGNAL LIGHT POLE, 60' MAST ARM	2	EA	\$37,800.00	\$75,600
60	TRAFFIC SIGNAL LIGHT POLE, 65' MAST ARM	1	EA	\$41,040.00	\$41,040
61	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES	10	EA	\$972.00	\$9,720
62	TRAFFIC SIGNAL HEAD, 3-SECTION, 12" LENSES "ARROW"	11	EA	\$972.00	\$10,692
63	PEDESTRIAN HEAD (16-INCH) (COUNTDOWN)	2	EA	\$702.00	\$1,404
64	PEDESTRIAN PUSH BUTTONS	2	EA	\$972.00	\$1,944
65	INTERSECTION DETECTION SYSTEM (CAMERA)	4	EA	\$8,424.00	\$33,696
66	OPTICOM GTT 762 CARD	2	EA	\$1,080.00	\$2,160
67	OPTICOM GTT 722 HEAD	2	EA	\$3,024.00	\$6,048
68	TRAFFIC SIGNAL CONTROLLER CABINET MODIFICATIONS	1	LS	\$2,700.00	\$2,700
69	SANITARY FACILITY	1	EA	\$2,160.00	\$2,160
70	PAVEMENT MARKING PAINT (WATERBORNE)	47	GAL	\$86.40	\$4,061
71	METHYL METHACRYLATE PAVEMENT MARKING (WORD-SYMBOL)	290	SF	\$32.40	\$9,396
72	METHYL METHACRYLATE PAVEMENT MARKING (XWALK-STOP LINE)	736	FS	\$32.40	\$23,846
73	TRAFFIC SIGNAL (TEMPORARY)	1	LS	\$10,800.00	\$10,800
74	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$27,000.00	\$27,000
75	UTILITY RELOCATIONS	1	LS	\$162,000.00	\$162,000

SUBTOTAL \$1,074,701

III. GREEN ACRES TRIBUTARY IMPROVEMENTS

1	Construct Micro Pool/EURV Outlet Structure	1	Each	\$17,082.81	\$17,083
2	18" RCP	11	L.F.	\$51.99	\$572
3	56' x 22' 100 Year Outlet Structure with Concrete Apron	1	Each	\$84,156.84	\$84,157
4	4' x 22.5' RCBC Outlet	8	L.F.	\$2,530.44	\$20,244
5	42" x 6" Trickle Channel	15	L.F.	\$44.39	\$666
6	Type M Buried Soil Rip Rap at Pond Outflow	200	C.Y.	\$60.25	\$12,051
7	18" RCP FES w/ Cutoff Wall	1	Each	\$1,675.57	\$1,676
8	Grouted Boulder Outfall (2)	-		\$0.00	
	*Grading for Run Down	7,400	SF	\$0.43	\$3,197
	*4 oz. Fabric at Run Down	7,400	SF	\$0.41	\$3,037
	*4" Layer - Type 2 Bedding	130	TN	\$29.16	\$3,791
	*Grouted Boulders	1,100	TN	\$162.00	\$178,200
9	Outlet Headwall, Emergency Overflow Weir, Wing walls	1	Each	\$33,903.36	\$33,903
10	12' Maintenance Trail (8" Thick Crushed Granite)	6,215	S.F.	\$0.93	\$5,772
11	12' Maintenance Trail (12" Thick Crushed Granite)	3,121	S.F.	\$1.23	\$3,843
12	Architectural Box Culvert	1	Each	\$16,200.00	\$16,200
13	Wing walls for ABC	2	Each	\$37,800.00	\$75,600
14	Guard Rail	56	L.F.	\$129.60	\$7,258
15	11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$358,560.00	\$358,560
16	Install 11' x 28' Arch Culvert with Headwalls, Wing walls	1	Each	\$103,680.00	\$103,680
17	Retaining Wall at Belford Ave Culvert (NE)	622	V.S.F.	\$31.24	\$19,434
18	Retaining Wall at Belford Ave Culvert (NW)	421	V.S.F.	\$31.24	\$13,154
19	Retaining Wall at Belford Ave Culvert (SE)	276	V.S.F.	\$31.24	\$8,623
20	Retaining Wall at Belford Ave Culvert (SW)	2,172	V.S.F.	\$31.24	\$67,863
21	Retaining Wall at Green Acres Tributary Sta. 98+60 - 100+44	240	V.S.F.	\$31.24	\$7,499
22	Grouted Boulder/Rip Rap at Arch Outflow (1)	-		\$0.00	
	*Grading for Run Down	3,340	SF	\$0.43	\$1,443
	*4 oz. Fabric at Run Down	3,340	SF	\$0.41	\$1,371
	*4" Layer - Type 2 Bedding	60	TN	\$29.16	\$1,750
	*Grouted Boulders	500	TN	\$162.00	\$81,000
23	Construct Grouted Boulder Drop Structures	6	Each	\$188,266.68	\$1,129,600

SUBTOTAL \$2,261,224

PUBLIC IMPROVEMENTS SUBTOTAL **\$6,293,057**

MOBILIZATION:

1	Mobilization @ 5%				\$314,653
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SURVEYING:

1	Surveying @ 3%				\$188,792
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CONSTRUCTION MANAGEMENT / TESTING:

1	Construction Management / Testing @ 12%				\$755,167
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CONTINGENCY:

1	Contingency @ 10%				\$629,306
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SUBTOTAL **\$1,887,917**

PUBLIC IMPROVEMENTS TOTAL **\$8,180,974**

LETTER OF CREDIT AT 110% **\$8,999,072**

The opinion of probable construction costs for Compark Village South, Filing No. 1 was based on approximate quantity estimates for general Earthwork, utility work, concrete structural work, revegetation, and miscellaneous work based on the Final Road & Storm Drainage Construction Plans Prepared by Manhard Consulting, latest revision dated June 2016

Quantities were multiplied by current construction industry prices.

The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.

EXHIBIT D

FINANCIAL GUARANTEE AGREEMENT

THIS FINANCIAL GUARANTEE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2017, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and 470 Compark LLC, a Colorado limited liability company (the "Developer").

RECITALS

WHEREAS, the Town and the Developer have entered into that certain Subdivision Agreement (the "Subdivision Agreement") dated June __, 2017, concerning that certain real property known as Compark Village South Filing No. 1, which is more particularly described in Exhibits A-1 and A-2, which are attached to the Subdivision Agreement (collectively referred to as the "Property"); and

WHEREAS, pursuant to the Subdivision Agreement, the Developer has agreed to install and complete at its expense certain Public Improvements (as that term is defined in the Subdivision Agreement) on the Property and to provide the Town with a financial guarantee, in an amount equal to one hundred ten percent (110%) of the costs of the Public Improvements naming the Town as the designated beneficiary, to secure the performance and completion of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged and confessed, the parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to provide for a financial guarantee to the Town for the performance and completion of the Public Improvements described in the Subdivision Agreement and, accordingly, to supplement the terms and conditions of the Subdivision Agreement. Defined terms within the Subdivision Agreement shall have the same meaning when used herein.

2. Financial guarantee. In order to secure the performance and completion of the Public Improvements, the Developer agrees to deposit with the Town the sum of _____ Dollars (\$_____), which represents one hundred ten percent (110%) of the estimated cost of the Public Improvements (the "Financial Guarantee Funds"). All Financial Guarantee Funds shall be deposited in the Town's General Fund. The Town shall not be required to pay the Developer any interest on the Financial Guarantee Funds.

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

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimate prior to the issuance of any grading permit for the Property and on an annual basis thereafter. Adjusted cost estimates will be made according to changes in the Construction Costs Index as published by the *Engineering News Record* or based upon actual construction bids, as determined by the Town in the exercise of its sole discretion. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with new funds in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with additional Financial Guarantee Funds, the Town may exercise the remedies provided for in paragraph 6 of the Subdivision Agreement; provided, however, that prior to increasing the amount of additional Financial Guarantee Funds required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of Financial Guarantee Funds required at any time shall relate to the cost of required Public Improvements not yet constructed.

3. Release of Financial Guarantee Funds.

a. The Developer intends to enter into several different contracts with different contractors to install the Public Improvements. It is the intent of the parties hereto that Financial Guarantee Funds will be released as work is completed on each individual contract. In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of the Subdivision Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the Financial Guarantee Funds to complete the Public Improvements called for in this Agreement.

b. The Financial Guarantee Funds are to be used solely and exclusively for the completion of the Public Improvements. The Town will disburse up to ninety percent (90%) of the estimated cost of the Public Improvements as progress payments according to the schedule of values attached as **Exhibit 1** and incorporated by this reference (the "Schedule of Values"), upon the Developer's satisfaction of the following draw requirements:

1. The Developer delivers an application to the Town (which includes a certification signed by the Developer of the percentage of the total Public Improvements completed according to the Schedule of Values), which application will be made no more than once per month and shall be tied to progress toward the completion of the Public Improvements, as identified in the application (the "Application").

2. Upon receipt of the Application, the Town shall have thirty (30) calendar days within which to provide written acknowledgement from the Director of Engineering/Public Works or designee of the Town that the Application may be paid, partially paid or denied. The Town's affirmation and payment will not constitute approval by the Town of the completion and/or acceptance of Public Improvements, or any portion thereof. Such acknowledgement shall not be unreasonably denied or withheld by the Town and shall be given if the Public Improvements described in the Application are completed in accordance with the construction plans approved by the Town.

3. The Town shall have no obligation to provide probationary acceptance of the Public Improvements, until all of the Public Improvements are completed and all deficiencies, of any type, including, but not limited to, maintenance, materials or workmanship, that are identified by the Director of Engineering/Public Works at the final inspection are corrected (regardless of the cause of the deficiency).

4. Upon the Town's probationary acceptance of the Public Improvements, the Developer has the option of substituting a letter of credit for twenty percent (20%) of the cost of the Public Improvements that the Town is holding for the two-year warranty period, as described in the Subdivision Agreement, in a form and from a financial institution acceptable to the Town.

c. That portion of the Financial Guarantee Funds which represents twenty percent (20%) of the estimated costs of the Public Improvements shall be retained by the Town during the two-year warranty period described in the Subdivision Agreement. At the end of the warranty period and upon final acceptance by the Town, the remaining Financial Guarantee Funds shall be released to the Developer. The Town may draw on the Financial Guarantee Funds during the warranty period to correct any problems with the Public Improvements which have not been corrected by the Developer, as provided by the Subdivision Agreement.

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

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

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

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

8. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

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 registered or certified mail, return receipt requested, postage prepaid,

to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party, by notice so given, may change the address to which future notices shall be sent.

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

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

Notice to Developer: 470 Compark LLC,
C/O MPV Compark Management,
290 Fillmore Street, STE 2
Denver, CO 80206
Attn: Michael Vickers
Email: michaelvickers@mpvcompark.com

And: Thomas Triplett, Manager
C/O Vickers Trusts
1223 North Rock Road, Building H, Suite 100
Wichita, KS 67206-1271
Facsimile No.: (316) 636-2440
Email: tctruple@twgfirm.com

With a copy to: Moye White LLP
Attn.: Jennifer L. Stenman
16 Market Square, 6th Floor
1400 16th Street
Denver, CO 80202
Facsimile: (303) 292-4510
Jennifer.stenman@moyewhite.com

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

12. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individual(s) that the undersigned individuals(s) has or have full power and authority to enter into this Financial Guarantee Agreement. The

Developer and the undersigned individual(s) understand that the Town is relying on such representations and warranties in entering into this Agreement.

13. Conflict with Subdivision Agreements. In the event there is a conflict between the language contained within the Financial Guarantee Agreement and the language contained within the Subdivision Agreement, the language contained in the Subdivision Agreement shall control.

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

TOWN OF PARKER, COLORADO

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

DEVELOPER: 470 COMPARK LLC
a Colorado limited liability company

By: _____
Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

(SEAL)

Notary Public

PHASE 1 SIA						
EXHIBIT E						
STREETSCAPE IMPROVEMENTS FOR BELFORD AVE.						
	August 31, 2016					
					Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
I	Streetscape Improvements					
A	Belford Avenue Landscape					
	Landscape Improvements					
1	Deciduous Trees	2 1/2" cal.	70	EA	\$560.00	\$39,200.00
2	Ornamental Trees	2" cal.	60	EA	\$480.00	\$28,800.00
3	Evergreen Trees	8'	84	EA	\$690.00	\$57,960.00
3	Deciduous Shrubs	5 gal.	1,606	EA	\$27.00	\$43,362.00
4	Ornamental Grasses	5 gal.	353	EA	\$17.00	\$6,001.00
5	Perennials	1 gal.	2,417	EA	\$12.00	\$29,004.00
6	Irrigated Turf (seeding?)	-	18,940	SF	\$0.85	\$16,099.00
7	Shrub Bed Prep	-	18,940	SF	\$0.15	\$2,841.00
8	Shrub Bed Mulch	-	18,940	SF	\$0.50	\$9,470.00
9	Native Turf (seeding?)	-	534,606	SF	\$0.35	\$187,112.10
					Subtotal	\$419,849.10
B	Irrigation					
1	Irrigated Turf	-	18,940	SF	\$0.90	\$17,046.00
2	Irrigated Native Turf	-	534,606	SF	\$0.50	\$267,303.00
3	Tree Irrigation	-	130	EA	\$5.00	\$650.00
4	Shrub Bed Irrigation	-	18,940	SF	\$0.35	\$6,629.00
					Subtotal	\$291,628.00
					Total	\$711,477.10
					Total Exhibit E	\$711,477.10
					Is There Mobilization	NO
					Surveying	NO
					Construction Management	\$35,573.86
					Contingency 10%	\$71,147.71
					Public Improvement Total	\$818,198.67
					Letter of Credit at 110%	\$900,018.53

Note: Costs based on Compark Village Filing 1 Streetscape Plans Prepared by THK Dated: 8_26_16

Landscape unit costs based on Town of Parker landscape costs where applicable.

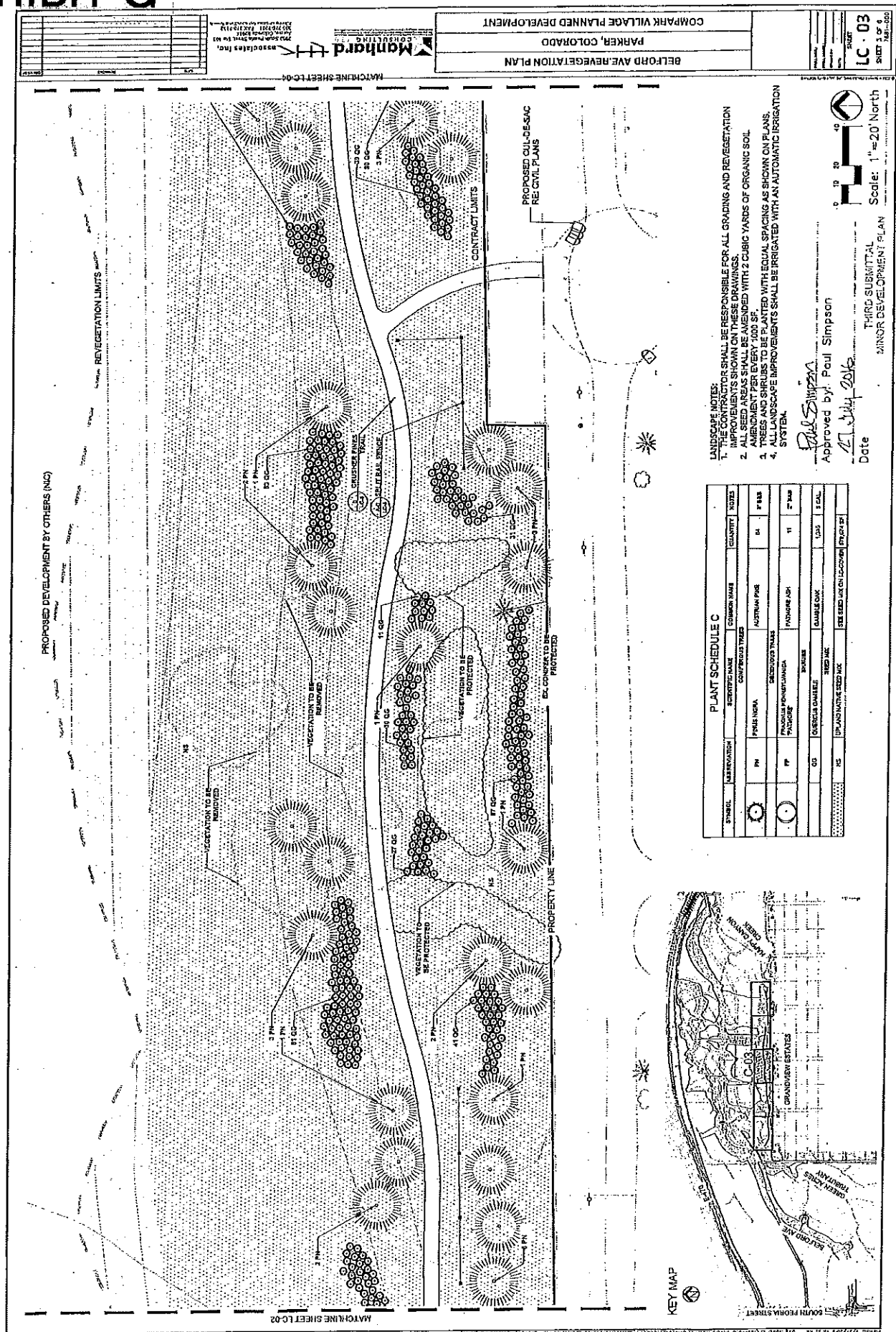
Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16
Landscape unit costs based on Town of Parker landscape costs where applicable.

PHASE 1 SIA						
EXHIBIT F						
GREEN ACRES TRIBUTARY (GAT) IMPROVEMENTS FOR BELFORD AVE.						
	Revised 8/31/16				Estimated	
Item			Estimated		Unit	
Number	Item Description	Size	Quantity	Unit	Cost	Subtotal
II	Green Acres Tributary					
A	Site Improvements					
1	Stone Veneer on Wing Walls and Columns	-	1,524	FF	\$25.00	\$38,100.00
2	Concrete Caps on Culverts and Wings Walls	-	367	LF	\$65.00	\$23,855.00
3	Concrete Columns		7	CY	\$700.00	\$4,900.00
4	Concrete Caps on Columns	-	8	EA	\$250.00	\$2,000.00
5	Sign Face/Sand Blast Finish for Sign Face (By Supplier)		3,000	FF	\$5.00	\$15,000.00
6	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
7	Concrete Trail at Culvert	-	6,335	SF	\$4.50	\$28,507.50
8	Concrete Rumble Strip (Colored Concrete)	-	750	SF	\$15.00	\$11,250.00
9	Concrete Curb at Culvert	-	250	LF	\$10.00	\$2,500.00
10	Boulders (2-3') along channel edges	-	200	EA	\$300.00	\$60,000.00
11	Lights/Light pole on Columns	-	8	EA	\$6,500.00	\$52,000.00
12	Recessed Lights on Columns	-	8	EA	\$500.00	\$4,000.00
13	Decorative Railing at Culvert	-	148	LF	\$125.00	\$18,500.00
14	Decorative Railing at Retaining Wall	-	204	LF	\$125.00	\$25,500.00
15	Logo and Sign Face Lettering		1	LS	\$3,000.00	\$3,000.00
16	Crusher Fines Trail	10' Width	40,329	SF	\$1.00	\$40,329.00
					Subtotal	\$332,441.50
B	Revegetation Improvements					
1	Deciduous Trees	-	6	EA	\$560.00	\$3,360.00
2	Submerged Aquatic Seed	-	55,652	SF	\$0.65	\$36,173.80
3	Riparian Seed	-	55,652	SF	\$0.35	\$19,478.20
4	Native Turf	-	638,908	SF	\$0.35	\$223,617.80
5	Wetland Plugs at Pipe Outfall	-	1,111	EA	\$3.00	\$3,333.00
6	Wetland Plugs in Ponds (3' O.C)	-	3,386	EA	\$3.00	\$10,158.32
					Subtotal	\$296,121.12
C	Irrigation					
1	Riparian/Submerged Aquatic Irrigation	-	111,304	SF	\$0.90	\$100,173.60
2	Irrigated Native Turf	-	638,908	SF	\$0.50	\$319,454.00
					Subtotal	\$419,627.60
					Total	\$1,048,190.22
					Total Exhibit F (GAT ONLY)	\$1,048,190.22
					TOTAL EXHIBIT F (GAT Only)	\$1,048,190.22
					Is There Mobilization	NO
					Surveying	NO
					Construction Management (5%)	\$52,409.51
					Contingency 10%	\$104,819.02
					Public Improvement Total	\$1,205,418.75
					Letter of Credit at 110%	\$1,325,960.63

Note: Costs based on Compark Village Filing 1 Berm and Gat Plans Prepared by THK Dated: 8-31-16

Landscape unit costs based on Town of Parker landscape costs where applicable.

EXHIBIT G



RESOLUTION NO. 18-092, Series of 2018

TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 17-064, SERIES OF 2017, TO EXTEND THE EXPIRATION DATE OF THE FINAL PLATS FOR COMPARK VILLAGE SOUTH FILING NO. 2 AND COMPARK VILLAGE SOUTH FILING NO. 2 – AMENDMENT NO. 1 THROUGH DECEMBER 31, 2019

WHEREAS, the Town approved the final plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 – Amendment No. 1 on April 23, 2017 (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 November 21, 2017;

WHEREAS, Town Council approve Resolution No. 17-064, Series of 2017, to extend the expiration date of the Minor Development Plat to December 31, 2018;

WHEREAS, Belford Avenue, as described in Resolution No. 17.020.2, Series of 2017, which was approved contemporaneously with Resolution No. 17-064, Series of 2017, needs to be platted before the applicable security for the Final Plats will be provided to the Town;

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, 2019, which is the expiration date for the Minor Development Plat for Belford Avenue, as described in Resolution No. 18-091, Series of 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

WHEREAS, the Town Council determines that the construction of Belford Avenue is in the public interest and desires to grant the extension of the expiration of the Final Plats, subject to the terms and conditions contained in this Resolution.

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

Section 1. The Town Council of the Town of Parker, Colorado, based upon the recitals of this Resolution, authorizes the extension of the expiration date of the Final Plats through December 31, 2019, subject to Section 2 of this Resolution.

Section 2. The Town Council of the Town of Parker hereby determines that Section 1 of this Resolution is subject to Douglas County's approval of the Third Amendment to Intergovernmental Agreement between the Town and Douglas County, which amendment extends the commencement date of Belford Avenue Improvement Project from December 31, 2018, to December 31, 2019.

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: December 3, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.280 - Second Reading**
A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Dispatch Services Agreement

Department: **Finance, Mary Lou Brown**
Police, David King

EXECUTIVE SUMMARY

The Second Replacement Intergovernmental Dispatch Services Agreement between the Town of Parker and the City of Lone Tree will be expiring on December 31, 2018. The Second Replacement Intergovernmental Dispatch Services Agreement is attached and will commence on January 1, 2019, and will automatically renew for five subsequent one-year terms. For 2019, the budgeted revenue the Town of Parker will receive is \$633,042.53.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the City of Lone Tree first entered into an intergovernmental agreement whereby Parker provided Lone Tree with public dispatch services on June 21, 2005. The current agreement was entered into on November 5, 2012, and contained five one-year renewal periods which took the agreement through December 31, 2018.

Both the Town of Parker and the City of Lone Tree have worked to create a Second Replacement Intergovernmental Agreement which replaces the 2012 Replacement Agreement in its entirety. The new agreement will begin on January 1, 2019.

For 2019, the agreement calls for an allocation of the Dispatch Services annual budget based on an adjustment for calls for service of 38%. The revenue the Town of Parker will receive in 2019 is \$633,042.53 based on this calculation.

FINANCIAL IMPACT

The Town of Parker will receive \$633,042.53 in 2019.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.280

RECOMMENDED MOTION

I move to approve Ordinance No. 9.280 on second reading.

ORDINANCE NO. 9.280, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Replacement Intergovernmental Dispatch Services Agreement by and between the Town of Parker and the City of Lone Tree, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SECOND REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT

THIS SECOND REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT (the "Agreement") is entered in to this _____ day of _____, 2018 (the "Effective Date"), by and between the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and the CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree") (each individually the "Party" and collectively the "Parties").

WHEREAS, Parker owns and operates a communications and dispatch center for law enforcement and emergency service providers, which dispatch center is located at 18600 E. Lincoln Meadows Parkway, Parker, Colorado 80134 (the "Dispatch Center");

WHEREAS, the Parties entered into an intergovernmental agreement on June 21, 2005, whereby Parker provided Lone Tree with public dispatch services (the "2005 Agreement");

WHEREAS, the Parties entered into a First Amendment to the 2005 Agreement on November 5, 2012, to extend the term of the 2005 Agreement to December 31, 2012 (the "First Amendment to the 2012 Agreement");

WHEREAS, the Parties entered into the Replacement Intergovernmental Dispatch Services Agreement on November 5, 2012, to replace in its entirety the 2005 Agreement, which replacement agreement commenced on January 1, 2013, and was renewed for five (5) one-year terms through December 31, 2018 (the "2012 Replacement Agreement");

WHEREAS, the Parties desire to enter into the Second Replacement Intergovernmental Agreement, to replace in its entirety the 2012 Replacement Agreement, to commence on January 1, 2019, to improve the process for providing public dispatch services and to address changes in circumstances since Parker and Lone Tree entered into the 2012 Replacement Agreement;

WHEREAS, Lone Tree wishes to receive from Parker, and Parker wishes to provide to Lone Tree, public safety dispatch services ("Dispatch Services");

WHEREAS, Parker and Lone Tree agree that it is in the best interests of the residents of both municipalities for Parker to provide Lone Tree with public safety dispatch services;

WHEREAS, the coordination of services in the manner described herein will save both municipalities money in the long run;

WHEREAS, Parker also recognizes the intangible, nonmonetary benefits that it will enjoy from providing public safety dispatch services for Lone Tree;

WHEREAS, it is the parties' intent that Lone Tree assume all costs, both direct and indirect, associated with Parker's provision of public safety dispatch services to Lone Tree; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Services. Services to be provided by Parker and Lone Tree:

1. Services. Parker shall provide to Lone Tree the Dispatch Services outlined in the Statement of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Increase in Services. Each party shall provide prior written notice to the other party of any events which are in such notifying party's control that are anticipated to increase such notifying party's call volume by more than ten percent (10%) annually. Such notice shall be provided to the other party within fourteen (14) days of the notifying party's knowledge of any such events that are not privileged or confidential; provided, however, that in no case shall the notifying party provide less than ninety (90) days prior written notice of such events.

3. Reports. In addition to any reports required by the Statement of Work, Parker shall provide to Lone Tree quarterly management reports.

4. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched for Lone Tree, including electronically stored data, geographic information system ("GIS") data, computer aided dispatch ("CAD") data, and audio tapes, shall be co-owned by Lone Tree and Parker. Parker shall not dispose of any such records inconsistent with the Town of Parker Records Retention Schedule on file with the Parker Town Clerk, without the prior written authorization of Lone Tree by and through the City Manager or his or her designee.

5. Existing Services. It is the intent of the Parties that the provision of Dispatch Services to Lone Tree pursuant to this Agreement does not decrease the level of existing services currently provided to Parker or Lone Tree.

6. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remain strong and united in implementation of this Agreement. To that end, there is hereby created two working groups, the "Joint Working Group" and the "Oversight Group," to administer the Dispatch Services.

a. Joint Working Group. The Joint Working Group shall be comprised of one Parker Police Commander, one Lone Tree Police Commander, and the Communications Manager, or their designees. Additional personnel from each of the Parker and Lone Tree police departments may be appointed to the Joint Working Group upon a majority vote of all its members; provided, however, if an additional member from one police department is appointed to the Joint Working Group, then the other police department shall also appoint an additional member to the Joint Working Group. The Joint Working Group shall meet on a monthly basis throughout the calendar year. Notwithstanding the foregoing sentence, Joint Working Group meetings may be called at any time by any member of the Joint

Working Group, upon seventy-two (72) hours advance notice to the other members. The Joint Working Group shall develop and establish operating procedures for the Dispatch Center to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law.

b. Oversight Group. The Oversight Group shall be comprised of the Parker Police Chief, Parker City Manager, Parker Finance Director, the Lone Tree Police Chief, the Lone Tree City Manager, and the Lone Tree Finance Director, or their designees. The Oversight Group shall meet periodically, but not less than one (1) time per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advance notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider and shall make recommendations on the following matters:

- i. Purchasing Procedures. The Working Group shall establish purchasing procedures (“Purchasing Procedures”) for equipment necessary to provide the Dispatch Services and make recommendations to the Oversight Group.
- ii. Staff. The Working Group shall recommend to the Oversight Group new staff which it determines will be necessary to operate the Dispatch Center.
- iii. Budget. The Oversight Group shall recommend a budget as described in Section 9 hereof to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.
- iv. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.
- v. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Capital Equipment Purchases. While Dispatch Services are being provided to Lone Tree by Parker, it may become necessary to purchase additional equipment, data, and software systems to serve the needs of the Dispatch Center or the specific Dispatch Service needs of Lone Tree (the “Capital Equipment Purchases”). Such Capital Equipment Purchases shall be made in compliance with the Scope of Work, the budget, and the Purchasing Procedures, subject to the Joint Working Group’s prior approval. The Administrative Fee (as defined below) shall not be charged on the Capital Equipment Purchases. Notwithstanding the foregoing, Parker at its sole expense may acquire additional capital equipment that Parker determines is necessary in the exercise of its sole discretion, for the health, safety, and welfare of the Town of Parker.

8. Budget for 2019. All costs of the Dispatch Services attributable to Lone Tree (the “Allocated Costs”) for 2019 shall be based on an estimated call for service volume, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference. **Exhibit C**, attached hereto and incorporated herein by this reference, shall constitute the annual budget for Dispatch Services for 2019, subject to the annual adjustment to calls for service. The Allocated Costs for 2019 shall be thirty-eight percent (38%) of the Total Communications Budget, as provided in Exhibit C.

9. Budget for 2020 and Future Years. The Allocated Costs to be paid by Lone Tree in 2020 and future years shall be as set forth in the annual budget as approved by the Parties and be based on actual costs. The formulation of the annual budget for Dispatch Services will be by mutual agreement of the Parties. The annual budget shall include the amount and timing of Capital Equipment costs attributed to Lone Tree, as well as an estimate of the operational costs to be charged to Lone Tree.

a. Preliminary Budget. An initial preliminary planning budget and cost estimates for Dispatch Services for the next fiscal year shall be presented to both Parties by the Joint Working Group on or before August 1st of each year.

b. Recommended Budget. As early as possible, but no later than September 1st of each year, Parker shall submit to Lone Tree the budget for Dispatch Services for the next fiscal year to be recommended by Parker to its Town Council.

c. Final Budget. The final budget for Dispatch Services for the next fiscal year shall be presented to Lone Tree by Parker as early as possible, but no later than December 1st of each year.

10. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Allocated Costs for the preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided in Section A.6.b.iv of this Agreement.

a. Administrative Fee. In addition to the Allocated Costs, the monthly statement shall include an administrative fee equal to ten percent (10%) of the Allocated Costs for the preceding month (the “Administrative Fee”), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker’s obligations under this Agreement. Notwithstanding the foregoing, in no event will the Administrative Fee payable hereunder exceed \$75,000.00 for any given year.

B. Term and Termination.

1. Term. The initial term of this Agreement shall be from January 1, 2019, through December 31, 2019. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

2. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

3. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

C. Miscellaneous.

1. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Town Administrator
 Town of Parker
 20120 East Mainstreet
 Parker, CO 80138

Lone Tree: City Manager
 City of Lone Tree
 9220 Kimmer Drive, Suite 100
 Lone Tree, CO 80124

2. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M Best Company, throughout the term of this Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section D.2.

a. Property Insurance to cover all Parker property, including the equipment utilized by the Dispatch Center; and

b. Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.

3. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury

or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.

4. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

6. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

7. Modification. This Agreement may only be modified upon written agreement of both Parties.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

11. Independent Contractor. Parker is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between Lone Tree and Parker or any of Parker's agents or employees. Nothing in this Agreement shall make any employee of Lone Tree a Parker employee or any employee of Parker a Lone Tree employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, workers' compensation or any other rights or privileges accorded the Parker or Lone Tree employees by virtue of their employment.

PARKER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS OR ANY OTHER RIGHTS OR ENTITLEMENTS OF EMPLOYMENT UNLESS PARKER OR SOME ENTITY OTHER THAN LONE TREE PROVIDES SUCH BENEFITS.

12. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CITY OF LONE TREE, COLORADO

By: _____
Jacqueline A. Millet, Mayor

ATTEST:

Jay Robb, City Clerk

EXHIBIT A

Statement of Work

Overview:

This Statement of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department and “LTPD” refers to Lone Tree Police Department. This Statement of Work does not include any requests for work, items or services not described in this Statement of Work.

The following acronyms for other items, systems and organizations that will be referenced throughout this document who are not parties to this Statement of Work:

- “ALI” – Automatic Location Identification
- “ANI” – Automatic Number Identification
- “CAD” – Computer-Aided Dispatch
- “CBI” – Colorado Bureau of Investigation
- “CCIC” – Colorado Crime Information Center
- “CCNC” – Consolidated Communications Network of Colorado
- “DCETA” – Douglas County Emergency Telephone Authority
- “EPN” – Emergency Preparedness Network
- “ESN” – Electronic Serial Number
- “IT” – Information Technology
- “NCIC” – National Crime Information Center
- “NIBRS/UCR” – National Incident-Based Reporting System/Uniform Crime Reports
- “ORI” – Originating Agency Identifier
- “PSAP” – Public Safety Answering Point
- “RMS” – Records Management System

Description of Services:

It is the intent of the PPD to provide twenty-four (24) hour, seven day per week, public safety dispatch services to the LTPD at the Dispatch Center.

These services will include the following:

- 911 PSAP for emergency calls;
- Answering non-emergency calls via regular telephone equipment;

- Tracking of calls for service using a CAD System;
- Live CAD data available at all times
- Radio/telephone/e-mail/etc. communication between the Dispatch Center and field units;
- CCIC and NCIC services from the field within CCIC /NCIC guidelines;
- Communication between the Dispatch Center and mobile computers in the field if provided by LTPD (dependent on software and wireless connectivity provided by LTPD);
- Mobile software and hardware applications for LTPD will be purchased by LTPD;
- Mobile software and hardware support will be provided by the TOP IT Department, including in-car hardware and VisiNet Mobile software.

These services do not include:

- Any IT services except for those required in the operation of the 911 system, dispatch radio system, dispatch phone system, applicable mobile applications, audio recording application and CAD system;
- Any records processing, storage or management services beyond what is associated and necessary for the operation of the public safety dispatch function; or

The Dispatch Center will be operated in accordance with the operating and personnel policies of the PPD and the TOP.

Administration:

In an effort to maintain a positive environment for both the PPD and the LTPD, it is imperative for issues and problems to be addressed efficiently. To foster communication, the Dispatch IGA has created the “Joint Working Group” and “Oversight Group” as provided in Section 6 of the Dispatch IGA.

Other administrative considerations are as follows:

- LTPD employees and command staff will follow the established chain of command when contacting Dispatch Center employees.
- LTPD will need to keep PPD apprised of any staff changes, changes to radio identifiers and any other information that may be important to Dispatch Center operations.
- LTPD will coordinate, maintain and update all emergency contact information for its staff with the Dispatch Center.
- LTPD will utilize established radio procedures and terminology. Legitimate needs for variation will be considered by the Oversight Group.
- LTPD will forward a shift roster that includes district assignments and unit number prior to the beginning of each shift.

- Over the next three (3) years, both PPD and LTPD will work toward separate radio channels during peak times, subject to any additional staffing and/or budget considerations. This continued goal will be discussed by the Oversight Group.

Any additional issues of a significant nature that arise during the term of the Dispatch IGA will be forwarded to the Oversight Group for review. (Also see Paragraph 6.b.iv, “Disputes.”)

The PPD and the TOP reserve final authority over the operation of the Dispatch Center.

Personnel:

All Dispatch Center personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and the PPD. All employees of the Dispatch Center will be selected, hired and supervised by the TOP and the PPD pursuant to TOP policies, procedures and rules. It is the intent of the PPD to include LTPD in dispatcher selection processes.

All IT personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and its IT Department pursuant to TOP policies, procedures and rules.

911 Services:

PPD will house and operate the 911 PSAP utilizing equipment that is owned and maintained by the TOP. This equipment is already in place and is capable of handling the increased load from the addition of LTPD calls. All 911 equipment is procured, installed, maintained and utilized in accordance with the rules of the TOP. Phone and radio transmissions that utilize predetermined lines and frequencies will be recorded.

911 Equipment Provided:

- Enhanced 911 system
- 911 management software
- Recording equipment

The LTPD will provide ANI/ALI/ESN information from all calling locations within the COLT to the PPD PSAP and make arrangements for that information to be routed to the PPD as needed.

EPN service capabilities are currently in place and will be provided to LTPD. The LTPD will be responsible for any costs associated with EPN activations resulting from its operations.

Non-Emergency Calls:

The Dispatch Center will answer non-emergency calls requiring police services for LTPD and will then dispatch resources as needed. It is understood that LTPD will have staff during regular business hours to handle general information and business calls. After regular business hours, calls will be transferred to the Dispatch Center where they will be answered and routed as needed. Calls not requiring police response will be routed back to LTPD administrative staff or another LTPD-defined phone number or staff member. Some of these calls may be handled by the COLT-automated phone system when appropriate.

Computer-Aided Dispatch:

The PPD will house and maintain the CAD system. The system currently in use is a Tritech Inform system and will be capable of multi-agency dispatching after the purchase of additional licensing. The CAD system, software, data and attachments will remain the property of the TOP. This system will be utilized to track calls for service requiring LTPD response. LTPD will be responsible for providing map data, code files, unit information, patrol areas, radio identifiers, radio call signs, etc., so that these items may be integrated into the CAD system. The LTPD may request or view CAD data as needed within the limits of applicable policies and laws. LTPD will be provided with periodic reports on response times, calls for service, call locations, etc., that can be obtained from available CAD data sources.

Radio Communication:

The PPD will provide dispatch radio consoles and 800 MHz talk group capacity to LTPD on PPD talk groups. This will enable two-way communications between the Dispatch Center and LTPD units and personnel in the field. LTPD will be responsible for providing all radios for police vehicles, police personnel and any other radios LTPD may want to acquire. These radios must be compatible with the CCNC system and must be properly programmed and aligned to PPD and CCNC standards. These radios will be maintained by LTPD. The LTPD will be responsible for obtaining membership to the CCNC and for any charges associated with this membership and CCNC radio operation fees. The LTPD will be responsible for forwarding personnel rosters, district/beat information, car designations, radio identifiers and radio call signs as well as any future updates to this information. Radio call signs will need to be coordinated between PPD and LTPD so that there are no duplications.

CCIC/NCIC Inquiries:

The PPD will provide CCIC/NCIC services to LTPD units and personnel in the field who would normally utilize a dispatch center for this information. This information includes checks for wants and warrants, warrant confirmation, vehicle listings, driver's information, serial number clearance, etc. The LTPD will be responsible for obtaining its own CCIC/NCIC connection, required hardware, required software and ORI number. The LTPD will be responsible for appointing its own CCIC/NCIC coordinator who will insure that LTPD operates within CCIC/NCIC guidelines. LTPD personnel will be responsible for the entry of municipal warrants, stolen property, vehicles, pawn slips, etc., through its own ORI unless the entry of these items is of a time-sensitive nature. PPD will provide CCIC/NCIC information, warrant confirmation, teletypes, locates, etc., and any other entries that are normally requested through the dispatch center. The LTPD will be responsible for its own NIBRS/UCR entries into CCIC/NCIC and for annual statistic confirmation and reporting with the CBI. PPD will act as the "guard agency" for LTPD within CCIC/NCIC guidelines.

Disputes:

The Oversight Group will address any complaints, concerns or disputes of a significant nature that arise regarding dispatch services. Issues of lesser importance may be addressed by the supervisory staff of the two agencies within the guidelines set forth by the Oversight Group. The value of open

and efficient communications is imperative to the successful operation of a quality communications and a mutually beneficial partnership.

EXHIBIT B

Row Labels	Column Labels		Parker		Total Sum of Total	Total Sum of Total2
	Itpd					
	Sum of Total	Sum of Total2	Sum of Total	Sum of Total2		
911	993	31.59%	2150	68.41%	3143	100.00%
Abandoned Vehicle	212	37.66%	351	62.34%	563	100.00%
Accident	186	59.81%	125	40.19%	311	100.00%
Accident - Fatal		0.00%	1	100.00%	1	100.00%
Accident - Hit & Run	184	50.83%	178	49.17%	362	100.00%
Accident - Injury	21	34.43%	40	65.57%	61	100.00%
Accident - Private Property	317	48.25%	340	51.75%	657	100.00%
Accident - Property Damage	951	51.27%	904	48.73%	1855	100.00%
Alcohol Compliance Check	3	75.00%	1	25.00%	4	100.00%
Alcohol Violation	12	40.00%	18	60.00%	30	100.00%
Animal Control	93	17.61%	435	82.39%	528	100.00%
Animal Cruelty	91	37.14%	154	62.86%	245	100.00%
Arson	1	14.29%	6	85.71%	7	100.00%
Assault	45	29.61%	107	70.39%	152	100.00%
Assist Fire	452	33.78%	886	66.22%	1338	100.00%
Assist Law Enforcement Agency	443	34.83%	829	65.17%	1272	100.00%
Assist Medical Response	9	20.00%	36	80.00%	45	100.00%
Assist Other Agency	50	31.45%	109	68.55%	159	100.00%
Attempt to Contact	60	20.76%	229	79.24%	289	100.00%
Attempted Burglary	5	31.25%	11	68.75%	16	100.00%
Attempted Robbery	1	33.33%	2	66.67%	3	100.00%
Attempted Theft	3	42.86%	4	57.14%	7	100.00%
Bank Alarm	11	29.73%	26	70.27%	37	100.00%
Bar Check	100	31.75%	215	68.25%	315	100.00%
Barking Dog	68	17.80%	314	82.20%	382	100.00%
Bomb Threat	1	50.00%	1	50.00%	2	100.00%
Building Check	80	33.06%	162	66.94%	242	100.00%
Burglary	64	37.21%	108	62.79%	172	100.00%
Business Alarm	916	49.43%	937	50.57%	1853	100.00%
Business Check	2733	50.63%	2665	49.37%	5398	100.00%
Child Abuse	28	22.58%	96	77.42%	124	100.00%
Citizen Assist	715	23.06%	2385	76.94%	3100	100.00%
Citizen Contact	495	36.50%	861	63.50%	1356	100.00%
Civil Problem	74	17.87%	340	82.13%	414	100.00%
Computer Crime	1	10.00%	9	90.00%	10	100.00%
Contrib Delinquency of Minor	1	33.33%	2	66.67%	3	100.00%
Coyote Sighting/Encounter	7	13.21%	46	86.79%	53	100.00%
Criminal Trespass	119	37.54%	198	62.46%	317	100.00%
Crisis Intervention	1	100.00%		0.00%	1	100.00%
Curfew Violation	2	22.22%	7	77.78%	9	100.00%
Damage to Property	99	34.38%	189	65.63%	288	100.00%
Death Investigation	9	16.36%	46	83.64%	55	100.00%
Death Notification	2	25.00%	6	75.00%	8	100.00%
Disorderly Conduct	28	41.18%	40	58.82%	68	100.00%
Disturbance	100	34.25%	192	65.75%	292	100.00%
Dog Bite	13	16.25%	67	83.75%	80	100.00%
Dog Running at Large	84	12.43%	592	87.57%	676	100.00%
Domestic Violence	72	33.64%	142	66.36%	214	100.00%
Driving While Under Restraint	38	22.35%	132	77.65%	170	100.00%
Drug Offense	73	22.60%	250	77.40%	323	100.00%
DUI - Alcohol	67	35.08%	124	64.92%	191	100.00%
DUI - Drugs	3	9.38%	29	90.63%	32	100.00%
Evading/Eluding	11	37.93%	18	62.07%	29	100.00%
False Imprisonment	1	100.00%		0.00%	1	100.00%
False Reporting	2	66.67%	1	33.33%	3	100.00%
Family Fight	56	13.59%	356	86.41%	412	100.00%
Fight In Progress	11	33.33%	22	66.67%	33	100.00%
Fireworks Complaint	42	12.00%	308	88.00%	350	100.00%

Follow-Up	1079	32.34%	2257	67.66%	3336	100.00%
Forgery	7	31.82%	15	68.18%	22	100.00%
Found Person	7	21.21%	26	78.79%	33	100.00%
Found Property	142	34.89%	265	65.11%	407	100.00%
Fraud	218	41.52%	307	58.48%	525	100.00%
Fraud - Prescription	1	20.00%	4	80.00%	5	100.00%
Harassment	126	34.81%	236	65.19%	362	100.00%
ICAC	2	18.18%	9	81.82%	11	100.00%
Impersonating a Police Officer	4	44.44%	5	55.56%	9	100.00%
Indecent Exposure	18	69.23%	8	30.77%	26	100.00%
Information	185	30.58%	420	69.42%	605	100.00%
Interstate Compact		0.00%	9	100.00%	9	100.00%
Intimidation		0.00%	1	100.00%	1	100.00%
Intoxication	93	42.27%	127	57.73%	220	100.00%
Juvenile Complaint	70	23.57%	227	76.43%	297	100.00%
Keep the Peace	119	32.78%	244	67.22%	363	100.00%
Kidnapping	2	100.00%		0.00%	2	100.00%
Liquor License Violation	9	90.00%	1	10.00%	10	100.00%
Littering	2	12.50%	14	87.50%	16	100.00%
Loitering	13	25.49%	38	74.51%	51	100.00%
Loose Horses/Cows/Animals	11	17.46%	52	82.54%	63	100.00%
Lost Property	56	51.85%	52	48.15%	108	100.00%
Menacing	17	42.50%	23	57.50%	40	100.00%
Missing Person	50	40.98%	72	59.02%	122	100.00%
Motorcycle/Dirtbike/Scooter	13	16.88%	64	83.12%	77	100.00%
Motorist Assist	1062	54.77%	877	45.23%	1939	100.00%
Neighborhood Disputes	14	17.72%	65	82.28%	79	100.00%
Noise Complaint	123	28.67%	306	71.33%	429	100.00%
Obstruction	3	60.00%	2	40.00%	5	100.00%
Open Door/Window	52	46.85%	59	53.15%	111	100.00%
Ordinance Violation	66	7.70%	791	92.30%	857	100.00%
Parking Violation	464	49.68%	470	50.32%	934	100.00%
Pornography	2	9.09%	20	90.91%	22	100.00%
Prisoner Transport	4	57.14%	3	42.86%	7	100.00%
Private Tow	154	32.08%	326	67.92%	480	100.00%
Prostitution	1	100.00%		0.00%	1	100.00%
Prowler		0.00%	1	100.00%	1	100.00%
REDDI Report	569	51.96%	526	48.04%	1095	100.00%
Residential Alarm	283	30.50%	645	69.50%	928	100.00%
Restraining Order Violation	30	26.09%	85	73.91%	115	100.00%
Returned Runaway	7	25.00%	21	75.00%	28	100.00%
Robbery	9	50.00%	9	50.00%	18	100.00%
Runaway	20	30.77%	45	69.23%	65	100.00%
Sex Assault	15	16.67%	75	83.33%	90	100.00%
Shoplifting	617	78.30%	171	21.70%	788	100.00%
Shots Fired		0.00%	2	100.00%	2	100.00%
Solicitor Complaint	83	42.56%	112	57.44%	195	100.00%
Suicidal Subject	64	22.38%	222	77.62%	286	100.00%
Suspicious Occurrence	565	33.67%	1113	66.33%	1678	100.00%
Suspicious Person	257	41.86%	357	58.14%	614	100.00%
Suspicious Vehicle	884	36.60%	1531	63.40%	2415	100.00%
Tampering	8	21.62%	29	78.38%	37	100.00%
Theft	445	58.86%	311	41.14%	756	100.00%
Tobacco Violation	3	8.82%	31	91.18%	34	100.00%
Traffic - Careless Driving	548	40.99%	789	59.01%	1337	100.00%
Traffic - Road Rage	139	43.30%	182	56.70%	321	100.00%
Traffic Control	162	48.50%	172	51.50%	334	100.00%
Traffic Hazard	507	48.06%	548	51.94%	1055	100.00%
Traffic Offense	54	42.19%	74	57.81%	128	100.00%
Traffic Stop	6201	36.91%	10598	63.09%	16799	100.00%
Trespassing	56	43.75%	72	56.25%	128	100.00%

Unknown Trouble	49	50.00%	49	50.00%	98	100.00%
Unwanted Party	86	44.10%	109	55.90%	195	100.00%
Vehicle Theft	47	45.19%	57	54.81%	104	100.00%
Vicious Animal	4	16.67%	20	83.33%	24	100.00%
Warrant Arrest	127	34.70%	239	65.30%	366	100.00%
Weapons Offense	2	8.33%	22	91.67%	24	100.00%
Welfare Check	558	32.61%	1153	67.39%	1711	100.00%
Wildlife	96	20.65%	369	79.35%	465	100.00%
Grand Total	26943	37.48%	44936	62.52%	71879	100.00%

EXHIBIT C
2019 Estimated Budget - Communications

2019 BILLING
DISPATCH SERVICES

ESTIMATED
BUDGET
1/1/2019

PERSONAL SERVICES

SAL & WAGE - FT	1,120,200.00
SAL & WAGE - PT	-
SAL & WAGE - OT	52,400.00
On Call Pay	-
HEALTH INSURANCE	143,300.00
LIFE & DISABILITY INSURANCE	6,700.00
FICA	17,000.00
RETIREMENT CONTRIBUTION	117,300.00
WORKER'S COMPENSATION	1,100.00

SUPPLIES

GENERAL SUPPLIES	4,000.00
BOOKS & PERIODICALS	500.00
CLOTHING & UNIFORMS	3,500.00
MEETING & MEAL EXPENSES	300.00

PURCHASED SERVICES

LEGAL SERVICES	-
MEDICAL SERVICES	1,500.00
OTHER PROF/TECH SERVICES	800.00
TELEPHONE & RADIO	3,600.00
PRINTING & BINDING	400.00
TRAVEL	650.00
EDUCATION, TRAINING, DEVEL	550.00
MEMBERSHIPS & DUES	100.00
POSTAGE & DELIVERY	50.00
OTHER PURCHASED SERVICES	300.00
TECHNOLOGY MANAGEMENT	222,024.00

CAPITAL OUTLAY

COMPUTER EQUIPMENT	-
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Total Communications Budget	<u><u>1,696,274.00</u></u>
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911 AUTHORITY REIMBURSEMENT	(200,000.00)
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CALLS FOR SERVICE %	38%*
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*Administrative related call types will be removed when calculating the percentage of usage between both PPD and LTPD. These call types will be agreed upon by the Joint Working Group (see **Appendix 1**).

DUE FROM LONE TREE

ALLOCATED COST	644,584.12
PARKER 10% ADMIN FEE	64,458.41
911 AUTHORITY REIMBURSEMENT	(76,000.00)

LONE TREE SHARE	<u><u>633,042.53</u></u>
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Request for Town Council Action

Date: December 3, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.281 - Second Reading**
A Bill for an Ordinance to Approve the Second Replacement Intergovernmental Agreement By and Between the Town of Parker and the City of Lone Tree Concerning Certain Services and Evidence Storage

Department: **Finance, Mary Lou Brown**
Police, David King

EXECUTIVE SUMMARY

The Second Replacement Intergovernmental Agreement between the Town of Parker and the City of Lone Tree for certain services and evidence storage will be expiring on December 31, 2018. The Second Replacement Intergovernmental Agreement is attached and will commence on January 1, 2019, and will automatically renew for five subsequent one-year terms.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and the City of Lone Tree first entered into an intergovernmental agreement whereby Parker and Lone Tree shared in the cost of certain personnel and equipment and use of certain facilities related to crime scene investigation and evidence storage on December 13, 2010. The current agreement was entered into on November 5, 2012, and contained five one year renewable terms.

Both the Town of Parker and the City of Lone Tree have worked to create a Second Replacement Intergovernmental Agreement which replaces the 2012 Replacement Agreement in its entirety. The new agreement will begin on January 1, 2019.

For 2019, the agreement calls for an allocation of the Evidence Storage services budget of 50% for Lone Tree.

FINANCIAL IMPACT

The revenue th Town of Parker will receive in 2019 is \$164,136.83.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.281

RECOMMENDED MOTION

I move to approve Ordinance No. 9.281 on second reading.

ORDINANCE NO. 9.281, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE CONCERNING CERTAIN SERVICES AND EVIDENCE STORAGE

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

Section 1. The Town Council of the Town of Parker hereby approves the Second Replacement Intergovernmental Agreement by and between the Town of Parker and the City of Lone Tree concerning certain services and evidence storage, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE FOR CERTAIN SERVICES AND EVIDENCE STORAGE

THIS SECOND REPLACEMENT INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (“Parker”), and the City of Lone Tree, a Colorado home rule municipality (“Lone Tree”) (each individually the “Party” and collectively the “Parties”).

RECITALS

A. Parker maintains and operates a police department for the protection of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and enforcement of the laws of the State of Colorado and the ordinances of Parker.

B. Lone Tree maintains and operates a police department for the protection of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and enforcement of the laws of the State of Colorado and the ordinances of Lone Tree.

C. Parker and Lone Tree entered into an intergovernmental agreement on December 13, 2010 (the “2010 Agreement”), which commenced on January 1, 2011, and was renewed for one (1) one-year term, ending on December 31, 2012, to share in the cost of certain personnel and equipment and use of certain facilities contained within the Parker Police Facility located at 18600 E. Lincoln Meadows Parkway (the “Parker Police Facility”), related to, crime scene investigation and evidence storage, including the use of, crime scene investigators and, a property technician and Lone Tree’s payment to Parker of the funds necessary to purchase a crime scene van to be used by the crime scene investigators for the benefit of Parker and Lone Tree police departments.

D. Parker and Lone Tree entered into the Replacement Intergovernmental Agreement on November 5, 2012 (the “2012 Agreement”), to replace in its entirety the 2010 Agreement, which replacement agreement commenced on January 1, 2013, and was renewed for five (5) one-year terms through December 31, 2018, to improve the process for sharing of certain personnel, equipment and storage and to address changes in circumstances from the time of the 2010 Agreement.

E. Parker and Lone Tree desire to enter into the Second Replacement Intergovernmental Agreement to replace the 2012 Agreement in its entirety, commencing on January 1, 2019, to update the process for sharing of certain personnel, equipment and storage and to address changes in circumstances since Parker and Lone Tree entered into the 2010 Agreement and the 2012 Agreement.

F. Parker and Lone Tree agree that continuing to share in the cost of certain personnel and equipment and sharing in the use of the evidence storage contained in the Parker Police Facility is in the best interests of the residents of both municipalities.

G. Parker and Lone Tree agree that the continued coordination of services, equipment and facilities in the manner described herein will save both municipalities taxpayer money over the term of this Agreement.

H. It is the intent of the Parties that Lone Tree assume all costs, both direct and indirect, associated with Parker's provision of services described in Section 1 herein (the "Police Services") to Lone Tree, except the cost to maintain the crime scene van and that portion of the Parker Police Facility used for the storage of evidence.

I. Colo. Const. Art. XIV, § 18(2) and C.R.S. § 29-1-203 encourage and authorize local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

J. Parker and Lone Tree, as home rule municipalities, are authorized to enter into this Agreement, pursuant to Colo. Const. Art. XX, Colo. Const. Art. XI, Section 18, C.R.S. § 29-1-203, and the home rule charters of Parker and Lone Tree.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Parker Police Department Staff/Services. The Parties specifically acknowledge that Parker and Lone Tree are home rule municipal corporations, and as such, the Parties are specifically identified as separate entities, subject only to the degree of cooperation and control specified by this Agreement. The Parties further acknowledge and agree that the Parker Police Department staff described in this Agreement shall be solely the employees of Parker and shall owe all duties and responsibilities to Parker, and shall be subject to all employee personnel policies and regulations of Parker. The Parker staff members that are subject to this Agreement are described by title below. Parker shall provide to Lone Tree the services described below and more specifically outlined in the Statement of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

a. Crime Scene Services. Parker employs crime scene investigators that perform the crime scene services described in the Scope of Work (the "Crime Scene Services"). Lone Tree desires to use on an hourly basis the Crime Scene Services. Parker will provide Lone Tree with the Crime Scene Services, and Lone Tree will reimburse Parker for the provision of the Crime Scene Services, based upon each of the crime scene investigator's hourly rate (which shall include benefits and overtime, if any), supply costs, and technology management. Lone Tree will reimburse Parker for overtime compensation for Crime Scene Services on a prorated basis dependent on the number of actual hours worked by the crime scene investigators on Crime Scene Services during each work week.

b. Evidence Storage Services. Parker constructed a "Property Room," as a part of the Parker Police Facility, for the storage of evidence as described in the Scope of Work (the "Evidence Storage Services"). Lone Tree desires to use the Evidence Storage Services. Parker agrees to employ three full-time employees (the "Property Technicians") to perform Evidence Storage Services, and Lone Tree will reimburse Parker for the provision of the Evidence Storage Services based on the Allocated Costs, as defined below.

2. 2019 Financial Costs to Parker. All costs of the Evidence Storage Services attributable to Lone Tree (the “Allocated Costs”) for 2019 shall be based on an estimated budget, as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference (the “2019 Estimated Budget”). The 2019 Estimated Budget shall not be increased, except by approval of the Parker Town Council and the Lone Tree City Council. The Allocated Cost for 2019 shall be fifty percent (50%) of the total actual cost.

3. 2020 Financial Costs and Future Years. The Allocated Costs to be paid by Lone Tree in 2020 and future years shall be as set forth in the annual budget as approved by the Parties. The formulation of the annual budget for Police Services for 2020 and future years will be by mutual agreement of the Parties, but based on actual costs

a. Preliminary Budget. An initial preliminary planning budget and cost estimates for Services for the next fiscal year shall be presented to both Parties by the Joint Working Group on or before August 1st of each year.

b. Recommended Budget. As early as possible, but no later than September 1st of each year, Parker shall submit to Lone Tree the budget for Services for the next fiscal year to be recommended by Lone Tree to its City Council.

c. Final Budget. The final budget for Services for the next fiscal year shall be presented to Lone Tree by Parker as early as possible, but no later than December 1st of each year.

4. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Allocated Costs for the preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided by Paragraph 5 of this Agreement.

a. Administrative Fee. In addition to the Allocated Costs, the monthly statement shall include an administrative fee equal to ten percent (10%) of the Allocated Costs for the preceding month (the “Administrative Fee”), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker’s obligations under this Agreement. Notwithstanding the foregoing, in no event will the Administrative Fee payable hereunder exceed \$20,000 for any given year.

5. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remains strong and united in implementation of this Agreement. To that end, there is hereby created two working groups, the “Joint Working Group” and the “Oversight Group,” to administer the Police Services.

a. Joint Working Group. The Joint Working Group shall be comprised of one Parker Police Commander, one Lone Tree Police Commander, one Parker Patrol Supervisor, one Lone Tree Patrol Supervisor and the Evidence Supervisor, or their

designees. Additional personnel from each of the Parker and Lone Tree police departments may be appointed to the Joint Working Group upon a majority vote of its members; provided, however, if an additional member from one police department is appointed to the Joint Working Group, then the other police department shall also appoint an additional member to the Joint Working Group. The Joint Working Group shall meet on a monthly basis throughout the calendar year. Notwithstanding the foregoing sentence, Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours advance notice to the other members. The Joint Working Group shall develop and establish operating procedures related to the Scope of Work to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law.

b. Oversight Group. The Oversight Group shall be comprised of the Parker Police Chief, Parker City Manager, Parker Finance Director, the Lone Tree Police Chief, the Lone Tree City Manager, and the Lone Tree Finance Director, or their designees. The Oversight Group shall meet periodically, but not less than one (1) time per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advance notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider and shall make recommendations on the following matters:

- i. Purchasing Procedures. The Working Group shall establish purchasing procedures (“Purchasing Procedures”) for equipment related to the Scope of Work and make recommendations to the Oversight Group.
- ii. Staff. The Working Group shall recommend to the Oversight Group new staff which it determines will be necessary to provide the Services.
- iii. Budget. The Oversight Group shall recommend a budget as described in Paragraph 3 of this Agreement to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.
- iv. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.
- v. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

6. Term and Termination.

a. Term. The initial term of this Agreement shall be from January 1, 2019, through December 31, 2019. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given. Upon the termination of this Agreement, Lone Tree shall remove any evidence stored in the Property Room within sixty (60) days, after which term Lone Tree agrees to pay to the Town a storage fee of Five Dollars and Eight-Five Cents (\$5.85) per square foot of useable space for each day that evidence being held for Lone Tree is not completely removed.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

7. Remedies. In the event that Parker or Lone Tree default in the performance of any of the duties and responsibilities under this Agreement, the nondefaulting party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies in the event of default, the nondefaulting party shall be given written notice to the other party of the nature of the default and that such default must be cured within thirty (30) days from the date notice is given.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Lone Tree: City Manager
City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

b. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M Best Company, throughout the term of this Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section D.2.

- i. Property Insurance to cover all Parker property, including the Property Room and crime scene van.
- ii. Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.
- c. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.
- d. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
- e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.
- f. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.
- g. Modification. This Agreement may only be modified upon written agreement of both Parties.
- h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.
- i. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- j. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
- k. Independent Contractor. Parker is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between Lone Tree and Parker or any of Parker's agents or employees. Nothing in this Agreement shall make any employee of Lone Tree a Parker employee or any employee of Parker a Lone Tree employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, workers'

compensation or any other rights or privileges accorded the Parker or Lone Tree employees by virtue of their employment.

PARKER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS PARKER OR SOME ENTITY OTHER THAN LONE TREE PROVIDES SUCH BENEFITS.

l. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

m. Recitals. The Recitals to this Agreement are incorporated by this reference.

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CITY OF LONE TREE, COLORADO

By: _____
Jacqueline A. Millet, Mayor

ATTEST:

Jay Robb, City Clerk

EXHIBIT A

Scope of Work

Overview:

This Statement of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department, and “LTPD” refers to Lone Tree Police Department. This Statement of Work does not include any requests for work, items or services not described in this Statement of Work.

The following are acronyms for other items, systems, and organizations that will be referenced throughout this document who are not parties to this Statement of Work:

- “BEAST” – Bar-coded Evidence Analysis Statistics and Tracking
- “CBI” – Colorado Bureau of Investigations

Description of Services:

It is the intent of the PPD to provide Evidence Storage, and twenty-four (24) hour, seven day per week, Crime Scene Response services to the LTPD.

These services will include the following:

Crime Scene Processing:

- Respond to crime scenes in the COLT for the purposes of processing the scene for evidence at the direction of the on-scene LTPD Detective or Supervisor.
- Respond to impound lots to process vehicles held for evidentiary purposes.
 - Crime Scene and Vehicle Processing will include; the collection of possible DNA samples, advanced photography techniques, the collection of trace evidence, field confirmation testing for blood and semen, and the collection of impression evidence such as; tool marks, tire tracks, footprints and fingerprints.
- Lab processing of evidence to discover and preserve fingerprints and tool impressions.

Evidence Storage:

- Track and manage all physical evidence for LTPD through the BEAST
- Pick up and transport evidence from LTPD to PPD on an as-needed basis.
- Store, track, inventory, and audit evidence stored for LTPD per PPD approved Standard Operating Procedures. The standards for auditing and inventory are as follows:

- Weapons, money and controlled substances stored in the Property Room should be audited per the PPD Evidence Section SOP to monitor the security of this property. At least one audit should be unannounced.
- A complete inventory should be conducted at least once every three years.
- Transport evidence for submission to area labs for analysis on at least a monthly basis.

The Crime Scene Processing and Evidence Storage will be operated in accordance with the operating and personnel policies of the PPD and the TOP.

These services do not include:

- Any IT services except for those required in the operation of the BEAST system.

Administration:

In an effort to maintain a positive environment for both the PPD and the LTPD it is imperative for issues and problems to be addressed efficiently. To foster communication, the joint services IGA has created the “Joint Working Group” and “Oversight Group” as provided in Section 5 of the Crime Scene Processing, and Evidence Storage IGA.

Other administrative considerations are as follows:

- LTPD employees and command staff will follow the established chain of command when contacting Crime Scene, or Property Room employees.
- LTPD will need to keep PPD apprised of any staff changes or other information that may be important to Property Room operations.
- LTPD will utilize established evidence booking procedures to include entry into the BEAST system and evidence packaging standards. Legitimate needs for variation will be considered by the Oversight Group.
- LTPD shall abide by the PPD Evidence Section SOP.

Any additional issues of a significant nature that arise during the term of the Crime Scene Processing, and Evidence Storage IGA will be forwarded to the Oversight Group for review.

The PPD and the TOP reserve final authority over the operation of the Evidence Section.

Personnel:

All Evidence Section personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and the PPD. All employees of the Evidence Section will be selected, hired and supervised by the TOP and the PPD pursuant to TOP policies, procedures, and rules. It is the intent of the PPD to include LTPD in Crime Scene Investigator, Property Technician and Evidence Technician processes.

All IT personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and its IT Department. All IT employees will be selected, hired and supervised by the TOP and its IT Department pursuant to TOP policies, procedures and rules.

Crime Scene Processing Services:

PPD will house and store all necessary crime scene processing vehicles and equipment.

The Crime Scene Unit will respond to process crime scenes in the COLT as needed on a pay-by-call-out basis. A call-load prioritization by the on-call Crime Scene Investigator and Investigations Supervisor from both agencies will determine the call priorities in the TOP or the COLT if there are more requests for service than available employees. Extraordinarily large or complex scenes may be worked in conjunction with an outside crime lab, such as CBI or Douglas County. Crime scene reports in the COLT will be completed on LTPD reporting software, while crime scene reports in the TOP will be completed on PPD reporting software.

Evidence Storage Services:

PPD will house and store all necessary evidence storage vehicles, equipment and servers.

LTPD employees will book evidence into the temporary storage lockers at LTPD using the BEAST system. PPD Property Room employees will transport evidence from temporary storage at LTPD, on an as-needed basis, to the PPD storage facility. PPD will store, track, audit and inventory LTPD property in a segregated manner in the Property Room.

LTPD civilian property returns and evidence viewings will be handled by PPD Property Room employees at PPD during regular business hours by appointment only.

LTPD Officer/Detective viewings or check-outs will be handled during business hours at either PPD or LTPD if at least a 24-hour notice is given to Property Room employees. LTPD Officer/Detective viewings or check-outs with less than 24 hours' notice will be handled on an as-needed basis at PPD during business hours.

LTPD evidence transports for submission to crime labs will be handled on a written request basis and transported by PPD Property Room employees.

LTPD evidence disposition will follow guidelines set forth by the 18th Judicial District and PPD Procedures and Policies. All final LTPD evidence dispositions will require a LTPD designated member approval.

Money belonging to the LTPD that has reached its final disposition needs to be transferred at least quarterly per the PPD Evidence Section SOP. This money will be logged into the Town of Parker Point of Sale System and deposited into the Town of Parker authorized bank account through an armored carrier service. A check request will be completed by the Parker Police Department, whom will send a check to the City of Lone Tree for those funds.

Disputes:

The Oversight Group will address any complaints, concerns, or disputes of a significant nature that arise regarding Crime Scene Processing Services, and Evidence Storage Services. Issues of lesser importance may be addressed by the supervisory staff of both agencies within the guidelines set forth by the Joint Working Group. The value of open and effective communication is imperative to the successful overall operation between the two agencies.

EXHIBIT B

2019 Estimated Budget

Crime Scene Investigation and Evidence Storage Services

2019 Crime Scene & Evidence

Account #	Title	Budget 1/1/2019	Remove Property & Evidence Manager & Assistant	Adjusted Total	
			Crime Scene Inv		
101-4218-1102	SAL & WAGE - FT	337,870.00	(173,638.40)	164,231.60	Included at 50%
101-4218-1104	SAL & WAGE - PT	6,240.00		6,240.00	-Evidence Technician
101-4218-1300	SAL & WAGE - OT	15,600.00	(10,600.00)	5,000.00	- Property Technician
101-4218-1350	ON CALL PAY	12,480.00		12,480.00	- Admin Assistant (Property & Evidence)
101-4218-1410	HEALTH INSURANCE	55,400.00	(17,974.60)	37,425.40	
101-4218-1411	LIFE & DISABILITY INSURANCE	2,069.00	(1,015.30)	1,053.70	Included based on actual Lone Tree time
101-4218-1420	FICA	5,780.00	(2,481.69)	3,298.31	- Crime Scene and Evidence Manager (estimated 5%)
101-4218-1421	FICA-Rec membership	-		-	- Crime Scene Invesitgator 3 (estimated 10%)
101-4218-1430	RETIREMENT CONTRIBUTION	33,790.00	(17,363.94)	16,426.06	
101-4218-1432	LESS: RETIREMENT FORFEITURE	-		-	Not Included
101-4218-1450	UNEMPLOYMENT	-		-	- Property & Evidence Assistant
101-4218-1460	WORKER'S COMPENSATION	6,550.00	(3,424.46)	3,125.54	
101-4218-1496	PHONE/DATA ALLOWANCE	-		-	Overtime estimated based on payroll percentages
101-4218-2100	GENERAL SUPPLIES	20,000.00		20,000.00	
101-4218-2120	SMALL TOOLS & EQUIPMENT	4,000.00		4,000.00	Parker employs an Evidence Technician that has a dual role of a property technician and a crime scene investigator. Her time has been absorbed into the budget and will not be billed at an hourly rate.
101-4218-2125	FURNITURE & FIXTURES	-		-	
101-4218-2130	COMPUTER & SOFTWARE	-		-	
101-4218-2140	BOOKS & PERIODICALS	500.00		500.00	
101-4218-2200	CLOTHING & UNIFORMS	1,550.00		1,550.00	
101-4218-2270	MEETINGS & MEALS	500.00		500.00	
101-4218-3340	MEDICAL SERVICES	-		-	
101-4218-3390	OTHER PROF/TECH SERVICES	500.00		500.00	
101-4218-3430	TELEPHONE & RADIO	-		-	
101-4218-3431	R&M - MACHINERY & EQUIPMENT	1,000.00		1,000.00	
101-4218-3433	R&M - TRANSPORTATION EQUIPMENT	300.00		300.00	
101-4218-3530	TELEPHONE & RADIO	4,000.00		4,000.00	
101-4218-3540	ADVERTISING & ANNOUNCEMENTS	50.00		50.00	
101-4218-3550	PRINTING & BINDING	350.00		350.00	
101-4218-3561	EMPLOYEE MILEAGE REIMBURSEMENT	-		-	
101-4218-3562	VEHICLE FUEL	6,000.00		6,000.00	
101-4218-3563	TRAVEL	1,200.00		1,200.00	
101-4218-3570	EDUCATION, TRAINING, DEVEL	6,400.00		6,400.00	
101-4218-3600	MEMBERSHIPS & DUES	2,000.00		2,000.00	
101-4218-3710	POSTAGE & DELIVERY	2,400.00	(2,400.00)	-	
101-4218-3900	OTHER PURCHASED SERVICES	800.00		800.00	
101-4218-5525	WORKER'S COMP CLAIMS	-		-	
101-4218-7415	COMPUTER EQUIPMENT	-		-	
Total Before Admin Fees		527,329.00	(228,898.39)	298,430.61	
Allocated Cost (50%)				149,215.30	
Admin Fee (10%)				14,921.53	
Lone Tree Share				164,136.83	



Request for Town Council Action

Date: December 3, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.282 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the City of Lone Tree Concerning Vehicle Fleet Maintenance Services

Department: **Finance, Mary Lou Brown**
Engineering/Public Works, Jim Gilbert

EXECUTIVE SUMMARY

The Town of Parker and the City of Lone Tree have completed an agreement whereby Lone Tree will receive routine, preventative and scheduled vehicle maintenance of Lone Tree vehicles through the Town of Parker Fleet Division. The initial term of the agreement will cover January 1, 2019 through December 31, 2019, and automatically renew for five subsequent one-year terms.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Intergovernmental Agreement provides for the provision of routine, preventative and scheduled vehicle maintenance of Lone Tree vehicles at the Town of Parker Fleet Services facility. The shop rate for 2019 will be \$103.00 per hour and is based on 2017 actual costs.

FINANCIAL IMPACT

The Town of Parker will receive budgeted revenue of \$79,453.17.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 9.282

RECOMMENDED MOTION

I move to approve Ordinance No. 9.282 on second reading.

ORDINANCE NO. 9.282, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE CONCERNING VEHICLE FLEET MAINTENANCE SERVICES

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the City of Lone Tree concerning vehicle fleet maintenance services, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE FOR VEHICLE FLEET MAINTENANCE SERVICES

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (“Parker”), and the City of Lone Tree, a Colorado home rule municipality (“Lone Tree”) (each individually the “Party” and collectively the “Parties”).

RECITALS

A. Parker operates a fleet division that provides on-site mechanics that provide routine, preventative, and scheduled repairs of Parker vehicles (“Fleet Services”).

B. Lone Tree operates a fleet of vehicles that is for the support of Lone Tree governmental functions.

C. Lone Tree desires to receive from Parker and Parker desires to provide to Lone Tree Fleet Services for routine, preventative, and scheduled vehicle maintenance of Lone Tree vehicles.

D. Parker currently has a 9,600 square foot building located at 12010 Motsenbocker Road, which is used for Fleet Services.

E. Lone Tree and Parker agree that sharing in the cost of certain personnel and equipment for Fleet Services is in the best interest of residents of both municipalities.

F. Parker and Lone Tree agree that the coordination of services, equipment, and facilities in the manner described herein will save both municipalities taxpayer money over the term of this Agreement.

G. It is the intent of the Parties that Lone Tree assume all costs, both direct and indirect, associated with Parker’s provision of Fleet Services to Lone Tree, based on actual hours worked on an hourly rate that will be billed directly to Lone Tree (the “Shop Rate”).

H. Colo. Const. Art. XIV, § 18(2) and C.R.S. § 29-1-203 encourage and authorize local governments, such as Parker and Lone Tree, to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

I. Parker and Lone Tree as home rule municipalities are authorized to enter into this Agreement, pursuant to Colo. Cons. Art. XX, Colo. Const. Art. XI, Section 18, C.R.S. § 29-1-203, and the home rule charters of Parker and Lone Tree.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Parker Fleet Maintenance Services Division Staff/Services. The Parties acknowledge and agree that the Parker Fleet Services Division staff described in this Agreement shall be solely the employees of Parker and shall owe all duties and responsibilities to Parker, and

shall be subject to all employee personnel policies and regulations of Parker. The services that will be provided by Parker are also described below.

a. Fleet Services. Parker employs maintenance technicians that perform vehicle repair, preventive maintenance, and scheduled services, such as mechanical repair, tire rotation, replacement, wheel alignment, oil, filters, fluids, as well as muffler and exhaust repair. Lone Tree desires Parker to provide Lone Tree with Fleet Services for Lone Tree police and other vehicles, and Lone Tree will reimburse Parker for the provision of these services.

b. Garage Keepers Insurance. Parker will purchase garage keepers insurance to insure the Lone Tree vehicles maintained by Parker's maintenance technicians, the cost, including deductibles, of which shall be paid by Lone Tree. The cost of this policy will be an annual expense added to the last monthly statement and not included in the hourly fee.

2. 2019 Financial Costs to Parker. Parker will incur costs in providing the Fleet Services described in Paragraph 1 of this Agreement to Lone Tree, which costs will be reimbursed by Lone Tree at the Shop Rate and shall be based on actual hours worked. Parker and Lone Tree acknowledge and agree that the estimate of these costs is described in **Exhibit A** of this Agreement, which is attached hereto and incorporated herein by this reference. The annual Shop Rate shall be reviewed and adjusted by mutual agreement of the Parties on an annual basis. Lone Tree shall pay to Parker the actual Shop Rate cost, plus the Administrative Fee (as defined below), for the Fleet Services described herein.

3. 2019 Financial Costs and Future Years. The Shop Rate cost to be paid by Lone Tree in 2019 and future years for the Fleet Services described in paragraph 1 of this Agreement shall be as set forth in the annual Shop Rate determination as approved by the Parties.

a. Preliminary Budget. An initial preliminary planning budget and cost estimates for Fleet Services for the next fiscal year shall be presented to both Parties by the Oversight Group on or before August 1st of each year.

b. Recommended Budget. As early as possible, but no later than September 1st of each year, Parker shall submit to Lone Tree the recommended budget for Fleet Services for the next fiscal year.

c. Final Budget. The final budget for Fleet Services for the next fiscal year shall be presented to Lone Tree by Parker as early as possible, but no later than December 1st of each year.

4. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Shop Rate costs incurred by Parker for the preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided by Paragraph 5.e. of this Agreement.

a. Administrative Fee. In addition to the Shop Rate costs, the monthly statement shall include an administrative fee equal to three percent (3%) of the Shop Rate costs for the preceding month (the “Administrative Fee”), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker’s obligations under this Agreement. Administrative fees related to Fleet Services operations are included in the Shop Rate costs. This 3% fee is not included on parts purchased.

5. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remains strong and united in implementation of this Agreement. To that end, there is hereby created an “Oversight Group” to oversee the administration of the Fleet Services. The Oversight Group shall be comprised of the Parker Public Works Director, the Parker Finance Director, the Lone Tree City Manager, the Lone Tree Finance Director and the Lone Tree Police Chief, or their designees. The Oversight Group shall meet periodically, but not less than one (2) times per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advanced notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider the following matters:

a. Purchasing Procedures. The Oversight Group shall establish purchasing procedures (“Purchasing Procedures”) for equipment related to the Fleet Services.

c. Staff. The Oversight Group may recommend new staff which it determines will be necessary to provide the Fleet Services.

d. Budget. The Oversight Group shall review and recommend a budget as described in Paragraph 3 of this Agreement to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.

e. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.

f. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

6. Term and Termination.

a. Term. The initial term of this Agreement shall be from January 1, 2019, through December 31, 2019. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

b. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given. Upon the termination of this Agreement, Lone Tree shall remove any vehicles stored in the Town of Parker within sixty (60) days, after which term Lone Tree agrees to pay to the Town a storage fee of \$20.00 for each day, for each vehicle that is not completely removed.

c. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

7. Remedies. In the event that Parker or Lone Tree default in the performance of any of the duties and responsibilities under this Agreement, the nondefaulting party shall be limited to the remedies of specific performance and mandamus. Prior to exercising such remedies in the event of default, the nondefaulting party shall be given written notice to the other party of the nature of the default and that such default must be cured within thirty (30) days from the date notice is given.

8. Miscellaneous.

a. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Director of Engineering/Public Works
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Lone Tree: Police Chief
City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

b. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M. Best Company, throughout the term of this Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section 8.b.

i. Property Insurance to cover all Parker property, including the Fleet maintenance shop.

ii. Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.

iii. "Garage Keepers" insurance to cover Lone Tree vehicles, the cost, including deductibles, of which will be paid by Lone Tree.

c. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement; provided that all damages for which Parker is responsible, if any, shall not exceed the payments made by Lone Tree under this Agreement for those claims, damages, liability, causes of action or expense of whatever nature that are not covered by insurance.

d. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

e. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.

f. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.

g. Modification. This Agreement may only be modified upon written agreement of both Parties.

h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.

i. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

j. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

k. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

l. Recitals. The Recitals to this Agreement are incorporated by this reference.

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

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

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

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

CITY OF LONE TREE, COLORADO

By: _____
Jackie Millet, Mayor

ATTEST:

Jay Robb, City Clerk

EXHIBIT A

Fleet Maintenance Services Cost Analysis

Company	Department	2017 Billed Labor	2017 Labor Hours	Percent of Labor
TOP	CD - COMMUNITY DEVELOPMENT	\$ -	0.00	0.00%
TOP	CUS - CUSTODIAL	\$ 1,176.11	14.17	0.28%
TOP	CUT - CULTURAL	\$ 154.38	1.86	0.04%
TOP	ENG - ENGINEERING	\$ 2,807.06	33.82	0.67%
TOP	FAC - FACILITIES	\$ 3,767.37	45.39	0.91%
TOP	FLT - FLEET	\$ 2,624.46	31.62	0.63%
TOP	FOR - FORESTRY	\$ 12,845.08	154.76	3.09%
TOP	INS - BUIDLING INSPECTORS	\$ 5,516.18	66.46	1.33%
TOP	INT - INTERDEPARTMENTAL	\$ 633.29	7.63	0.15%
TOP	PD - POLICE DEPARTMENT	\$ 101,147.95	1,218.65	24.32%
TOP	PKS - PARKS	\$ 52,606.23	633.81	12.65%
TOP	REC - RECREATION DEPARTMENT	\$ 2,190.37	26.39	0.53%
TOP	STR - STREETS	\$ 137,807.39	1,660.33	33.14%
TOP	SW - STORMWATER	\$ 20,424.64	246.08	4.91%
TOP	TRA - TRAFFIC	\$ 8,154.75	98.25	1.96%
	TOP Subtotals	\$ 351,855.26	\$ 4,239.22	85%
LTPD	ADMIN - ADMIN	\$ 4,088.58	49.26	0.98%
LTPD	ARTS - ARTS CENTER	\$ 192.56	2.32	0.05%
LTPD	BLDG - BUILDING INSPECTION	\$ 107.90	1.30	0.03%
LTPD	CD - COMMUNITY DEVELOPMENT	\$ 200.86	2.42	0.05%
LTPD	CODE - CODE ENFORCEMENT	\$ 746.17	8.99	0.18%
LTPD	PD - POLICE DEPARTMENT	\$ 58,689.30	707.10	14.11%
	Lone Tree Subtotals	\$ 64,025.37	\$ 771.39	15%
	Billed Totals	\$ 415,880.63	\$ 5,010.61	100%
	Current Labor Rate Per Hour	\$ 83.00		
	Actual Costs Incurred (2017)	\$ 514,745.16		
	Actual Cost per Hour	\$ 102.73		

Budget Impact at \$83.00 Per Hour	2017 Actuals		
Totals By Company	Labor Cost	Labor Hours	Percent of Labor
TOP	\$ 351,855.26	\$ 4,239.22	85%
LTPD	\$ 64,025.37	\$ 771.39	15%

Budget Impact at \$93.00 Per Hour	2018 Proposed Increase		
Totals By Company	Labor Cost	Labor Hours	Percent of Labor
TOP	\$ 394,247.46	4239.22	85%
LTPD	\$ 71,739.27	771.39	15%

Budget Impact at \$103.00 Per Hour	2019 Proposed Increase		
Totals By Company	Labor Cost	Labor Hours	Percent of Labor
TOP	\$ 436,639.66	4239.22	85%
LTPD	\$ 79,453.17	771.39	15%



Request for Town Council Action

Date: December 3, 2018

Submitted By: Dennis Trapp, Projects Administrator

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.283 - Second Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement Regarding the Design of Improvements to the High Plains Trail By and Between the Town of Parker and the Arapahoe County Board of County Commissioners

Department: Parks & Recreation, Dennis Trapp

EXECUTIVE SUMMARY

The attached Intergovernmental Agreement (IGA) between Arapahoe County and the Town addresses the initial 30% Design and Engineering documents for the High Plains Trail (HPT) formerly known as the E-470 Trail. The cost to complete this work effort is estimated at \$200,000 which will be split between the Town (\$100,000) and Arapahoe County (\$100,000). The County approved the IGA on October 31, and will transfer \$100,000 to the Town. Parker has previously allocated \$100,000 in the 2018 budget for this engineering effort. This IGA will be amended over the course of the HPT project to address various issues and milestones, including future funding commitments by Aurora and Douglas County.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The attached IGA between Arapahoe County and the Town of Parker addresses the initial 30% Design and Engineering for the future High Plains Trail (HPT), formerly known as the E-470 Regional Trail. The proposed HPT is located within four (4) separate jurisdictions including Arapahoe County, Douglas County, City of Aurora and the Town of Parker. Collectively these jurisdictions form the “The Partners Group”. The Partners Group is in the process of developing design, engineering, and construction documentation for the Project, reviewing potential maintenance and ownership responsibilities, and identifying potential outside funding sources to supplement individual jurisdictional contributions.

It is anticipated that this IGA will be amended several times over the course of the project to address various items and milestones such as:

- Future funding commitments from all members of The Partners Group
- Funding allocations to complete final design and engineering documents for the project
- Funding allocations to construct the project including construction oversight/inspection
- Determination of long-term maintenance responsibilities for the trail and bridge
- Incorporation of any outside funding commitments such as GOCO grants or DRCOG Transportation Improvement Program (TIP) funding.

The attached IGA currently addresses funding commitments by Arapahoe County (\$100,000) and the Town of Parker (\$100,000) to complete the Conceptual Designs and Initial Designs (30% Engineering) for Segments I, II & IV of the HPT. Segment III of the HPT will be designed and constructed by the developer of Kings Point (see map included with the attached IGA). Section 5.B of the IGA requires that the IGA be amended to exceed the total \$200,000 noted above.

Arapahoe County staff and their County Attorney have reviewed and concur with the attached IGA. The County approved the agreement and will transfer \$100,000 to the Town Parker. The Town has previously allocated \$100,000 in the 2018 budget for these various design efforts.

FINANCIAL IMPACT

The final financial impact of the HPT project will be determined based upon the following information and future determinations:

- Estimate of the total project cost upon completion of design & engineering studies
- Documentation of outside funding sources, i.e., Grants, DRCOG, E-470 contribution, etc.
- Individual contributions from The Partners Group jurisdictions
- Determination of on-going trail maintenance responsibilities

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**

ATTACHMENTS

1. Ordinance No. 9.283

RECOMMENDED MOTION

I move to approve Ordinance No. 9.283 on second reading.

ORDINANCE NO. 9.283, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT REGARDING THE DESIGN OF IMPROVEMENTS TO THE HIGH PLAINS TRAIL BY AND BETWEEN THE TOWN OF PARKER AND THE ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and Arapahoe County concerning the E-470 Regional Trail, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT REGARDING THE DESIGN OF IMPROVEMENTS TO THE HIGH PLAINS TRAIL

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2018, by and between the Town of Parker, a Colorado home rule municipality (“Parker”), and the Arapahoe County Board of County Commissioners (“Arapahoe”) (collectively, the “Parties”).

RECITALS:

A. The Town entered into an Intergovernmental Agreement with the E-470 Public Highway Authority (the “Authority”), on November 21, 2016 (the “E-470 IGA”), regarding the extension of the existing E-470 Recreational Trail, recently renamed the High Plains Trail (the “High Plains Trail”).

B. As a part of the E-470 IGA, the Authority contributed Four Hundred Thirty-Eight Thousand Dollars (\$438,000) (the “Authority Construction Contribution”) to be applied to the cost of constructing the continuation of the High Plains Trail between its current concrete improved terminus near the county line between Arapahoe and Douglas Counties, adjacent to E-470, and the Norton Farms Trailhead/17-Mile House site, as generally described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Proposed High Plains Trail”).

C. The Proposed High Plains Trail will be located within four (4) separate jurisdictions, including Arapahoe County, Douglas County, the Town of Parker (defined above), and the City of Aurora (“Aurora”) (collectively referred to as “The Partners Group”).

D. The Proposed High Plains Trail will include four (4) segments as generally depicted in **Exhibit B**, which is attached hereto and incorporated by this reference. “Segment I” includes the Parker Road overpass and trail connections to the existing trails along the west side of Parker Road; “Segment II” is located between Parker Road and the future Aurora Parkway; “Segment III” is that portion of the trail to be constructed as a detached 10-foot wide sidewalk as part of the future Aurora Parkway improvements; and “Segment IV” represents the trail connection to the existing High Plains Trails located near the county line and along the west side of the E-470 Tollway.

E. The “Project” consists of the design, engineering and construction of Segments I, II and IV of the Proposed High Plains Trail and the determination of long-term maintenance responsibilities of all four (4) segments. The design, engineering and construction of Segment III is not part of the Project. Segment III, which is located in Aurora, will be designed, engineered and constructed by the owner of the real property, on real property commonly known as Kings Point North, located within Segment III, in accordance with the land use approvals related to the development of the real property located in Segment III.

F. The Partners Group is in the process of developing design, engineering, and construction documentation for the Project, and reviewing potential maintenance and ownership responsibilities of the Project, including opportunities to fund the Project, in addition to the Authority Construction Contribution as described in the Recitals.

G. Parker and Arapahoe County desire to enter into this Agreement, in advance of an agreement that will also include Douglas County and Aurora, to fund the initial design of the Project to a level that is thirty percent (30%) of the Project design, which initial design is necessary to pursue funding opportunities that include potential grant funding through Great Outdoors Colorado.

H. Stanley Consultants, Inc. is recently under contract with the Town and has completed the conceptual design for Segments I and II of the Project, and Arapahoe desires that Parker continue to take the lead on completing the conceptual and initial designs, subject to the allocation of funding for these design efforts as described herein.

I. Parker and Arapahoe will continue the process of reviewing the design, engineering, construction, maintenance, ownership and funding of the Project, including the advancement of funds by Parker and Arapahoe for the initial design.

J. Parker and Arapahoe desire to include Douglas County and Aurora as parties to this Agreement at such times as adequate funds are budgeted and appropriated to fund the Project by Douglas County and Aurora.

K. Parker and Arapahoe, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const. Article XIV, §18 and Section 29-1-201, *et seq.*, C.R.S., to cooperate or contract via intergovernmental agreement with one another to provide functions, services and facilities authorized to each cooperating government.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Parties hereto covenant and agree as follows:

AGREEMENT

1. The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

2. SCOPE OF WORK. This Agreement defines the responsibilities and financial commitments of the Parties with respect to the Project. This scope of work will be expanded as necessary to address future design efforts and may include additional task orders.

3. SCOPE OF PROJECT.

A. Conceptual Design Segments I and II. The Project included the conceptual design of the overcrossing of Parker Road, along with construction cost estimates, in accordance with the approved scope attached as **Exhibit C** and incorporated by this reference. This scope of work component has been completed.

B. Conceptual Design Segment IV. The Project shall include the conceptual design consisting of up to four (4) alternative trail alignments to connect the High Plains Trail to the existing E-470 Trail, along with construction cost estimates, in accordance with the scope attached as **Exhibit D** and incorporated by this reference.

C. Initial Design Segments I and II. The Project shall include the initial design and preparation of thirty percent (30%) of the construction plans and specifications, along with construction cost estimates, in accordance with the scope attached as **Exhibit E** and incorporated by this reference.

D. Initial Design Segment IV. The Project shall include the initial design and preparation of thirty percent (30%) of the construction plans and specifications, along with construction cost estimates. A scope of work for this project component, along with a specific cost to complete this design work, has not been prepared as of the date of this Agreement. For budgetary and planning purposes, an estimate of \$63,031 has been allocated to complete this initial design.

E. Final Design. The final design of the Project will be addressed by future amendment to this Agreement.

F. Construction Management Services. These services will be addressed by future amendment to this Agreement.

G. Construction. The construction of the Project will be addressed by future amendment to this Agreement.

4. PUBLIC NECESSITY. The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the state, and is of particular benefit to the residents of the Parties and to their property therein.

5. PROJECT COSTS AND ALLOCATION OF COSTS.

A. The Parties agree that for the purposes of this Agreement, the Project costs shall consist of and be limited to the following:

- 1) Conceptual design services;
- 2) Initial design services;
- 3) Final design services;
- 4) Construction management services;
- 5) Construction of improvements; and
- 6) Contingencies mutually agreeable to the Parties.

B. It is understood that the Project costs for components one and two, as defined above, are not to exceed \$200,000 without amendment to this Agreement.

Project costs for the various elements of the effort as of the date of this Agreement are estimated as follows. It is anticipated that funds for additional design work and related construction costs may be added to this Agreement at a future date.

<u>ITEM</u>	<u>AMOUNT</u>
Conceptual Design (Segments I and II)	\$ 37,493
Conceptual Design (Segment IV)	\$ 20,947
Initial Design (30%) (Segments I and II)	\$ 78,529
Initial Design (30%) (Segment IV)	\$ 63,031
Final Design	-0-
Construction	-0-
Contingency	-0-
Total	\$200,000

This estimated breakdown of costs is for planning purposes only. Costs may vary between the specific elements of the effort without amendment to this Agreement, as long as the total expenditures do not exceed the maximum contribution by all Parties, plus accrued interest, if applicable, as provided by Paragraph 6.

C. Based on total Project estimated costs for conceptual and initial design, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
PARKER	50%	\$100,000
ARAPAHOE	50%	\$100,000
TOTAL	100%	\$200,000

6. MANAGEMENT OF FINANCES. The cost sharing shall be calculated after any state, federal, or other funding from third-party sources are deducted. Payment of each Party's full share (Parker: \$100,000; Arapahoe: \$100,000) shall be made to Parker subsequent to execution of this Agreement and within thirty (30) days of request for payment by Parker. The payments by the Parties shall be held by Parker in a reserved fund to pay for increments of the Project as authorized by the Parties, and as defined herein. Parker shall provide Arapahoe with a periodic accounting of the Project funds as well as a periodic notification of any unpaid obligations. Any interest earned by the monies contributed by the Parties shall be accrued to the reserved fund established by Parker for the Project and such interest shall be used only for the Project upon approval by the contracting officers identified in Paragraph 14. Within one (1) year of completion of the Project, each party shall receive a share of any remaining monies, including interest earned, that are not committed, obligated, or disbursed. These shares shall be computed as were the original shares. Any disbursement from remaining Project funds must define the reserve fund from which the disbursement will be paid.

7. CONCEPTUAL AND INITIAL DESIGNS. The contracting officers for the Parties, as defined in Paragraph 14 of this Agreement, have mutually agreed to retain the engineering consulting firm Stanley Consultants, Inc. Parker shall supervise and coordinate the conceptual and initial designs of the Project. Payment for the conceptual and initial designs shall be made by Parker as the work progresses from the Project fund established as set forth above. Conceptual and initial design services shall consist of, but not be limited to, the following:

A. Conceptual Design.

- 1) Conceptual civil and structural layouts of two (2) alternative crossings of Parker Road at the Arapahoe County line (Segments I and II).
- 2) Conceptual civil and structural layouts of up to four (4) conceptual alignments of Segment IV.
- 3) Alternative analysis, including estimate of probable construction costs.
- 4) Colored renderings of the preferred alternative.
- 5) Documentation of analysis.

B. Initial Design.

- 1) Preparation of a work plan schedule identifying the timing of major elements in the design.
- 2) Preparation of thirty percent (30%) of the construction plans and specifications.
- 3) Preparation of an estimate of probable construction costs of the work covered by the plans and specifications.

Parker shall provide any written work product by the engineer to The Partners Group.

8. OWNERSHIP OF PROPERTY AND LIMITATION OF USE. The Parties, including the Potential Partners, shall own portions of the real property for the Project (the "Property"), either in fee or irrevocable easement, and shall be responsible for the same as provided by separate agreement by the Parties. It is specifically understood that the Property will be used for recreational trail purposes. The Property upon which the Project is constructed shall not be used for any purpose that shall diminish or preclude its use for recreational trail purposes. A Party may not dispose of or change the use of the Property without approval of the other Party(ies). If, in the future, a Party disposes of any portion of the Property upon which the Project is constructed pursuant to this Agreement, changes the use of any portion of the Property upon which the Project is constructed pursuant to this Agreement, or modifies any of the improvements located on any portion of the Property upon which the Project is constructed pursuant to this Agreement, without first obtaining the written approval of the other Party(ies), such Party shall take any and all action necessary to reverse said unauthorized activity and return the Property and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at such Party's sole expense. In the event a Party breaches the terms and provisions of this Paragraph 8 and does not voluntarily cure as set forth above, the other Party(ies) shall have the right to pursue a claim against such Party for specific performance of this portion of the Agreement.

9. MANAGEMENT OF CONSTRUCTION.

A. Costs. Construction costs, and those items and services included in this cost, will be determined by future amendment to this Agreement and shall consist of those costs incurred by the most qualified contractor(s), including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 5 of this Agreement.

B. Construction Management and Payment. The construction management and payment for the Project will be determined by future amendment to this Agreement.

C. Construction Change Orders. The management of construction change orders for the Project will be determined by future amendment to this Agreement.

10. MAINTENANCE. The maintenance of the Project will be determined by future amendment to this Agreement.

11. REGULATIONS FOR USE OF THE PROJECT. The use of the Project will be for recreational trail purposes.

12. TERM OF AGREEMENT. This Agreement shall commence upon final execution by all Parties. It shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit with the Party that is responsible for the construction management and payment of the Project is provided to all Parties pursuant to

Paragraph 6 herein, except for Paragraph 11. REGULATIONS FOR USE OF THE PROJECT, Paragraph 8. OWNERSHIP OF PROPERTY AND LIMITATION OF USE, and Paragraph 10. MAINTENANCE, which shall run in perpetuity.

13. LIABILITY. Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

14. CONTRACTING OFFICERS.

A. The contracting officer for Parker shall be the Public Works and Engineering Director, 20120 East Mainstreet, Parker, Colorado 80138.

B. The contracting officer for Arapahoe shall be the Director of Open Spaces, 6934 S. Lima Street, Ste. A, Centennial, Colorado 80112.

C. The contracting officers for the Parties each agree to designate and assign a Project representative to act on behalf of said Parties in all matters or actions taken related to the Project pursuant to this Agreement. Each representative shall coordinate all Project-related issues between the Parties, shall attend all progress meetings, and shall be responsible for providing all available Project-related file information to the engineer upon request by any Party. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible for obtaining the approval of the proper authority in a timely manner.

15. RESPONSIBILITIES OF THE PARTIES. Parker shall be responsible initially for compiling and sharing the information developed by the various consultants hired by Parker with The Partners Group and for obtaining all concurrences from Arapahoe needed to complete the Project in a timely manner. Arapahoe agrees to review all concept plans and preliminary design plans and to provide comments within 21 calendar days after the drafts have been provided by Parker to Arapahoe. This Paragraph 15. shall be revised to address the responsibility of the Parties for the final design and construction of the Project.

16. AMENDMENTS. This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.

17. SEVERABILITY. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

18. APPLICABLE LAWS. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie where Project is located.

19. ASSIGNABILITY. No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

20. BINDING EFFECT. The provisions of this Agreement shall bind and shall inure to the benefit of the Parties hereto and to their respective successors and permitted assigns.

21. ENFORCEABILITY. The Parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

22. TERMINATION OF AGREEMENT. This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between the Parties in the same ratio(s) as were their contributions.

23. PUBLIC RELATIONS. It shall be at each Party's sole discretion to initiate and to carry out any public relations program to inform the residents in the Project area as to the purpose of the Project and what impact it may have on them. Technical information shall be presented to the public by the selected engineer.

24. NONDISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, the Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS. Notwithstanding any other term, condition or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds by the appropriate governing body of the Parties.

26. 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, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person on such Agreement. It is the express intention of the Parties that any person or party other than any one of the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS. The Parties agree that any public contract for services executed as a result of this intergovernmental agreement shall comply with the Special Provisions attached as **Exhibit F** and incorporated by this reference.

28. GOVERNMENTAL IMMUNITY. The Parties hereto state that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

29. INTENT OF AGREEMENT. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer rights upon any person or entities not named as Parties, nor to limit in any way the powers and responsibilities of Arapahoe, Parker or any other entity not a party hereto.

30. EXECUTION IN COUNTERPARTS. This Agreement, and all subsequent documents requiring the signatures of the Parties to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

WHEREFORE, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date 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

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

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE**

Shannon Carter, Director

ATTEST:

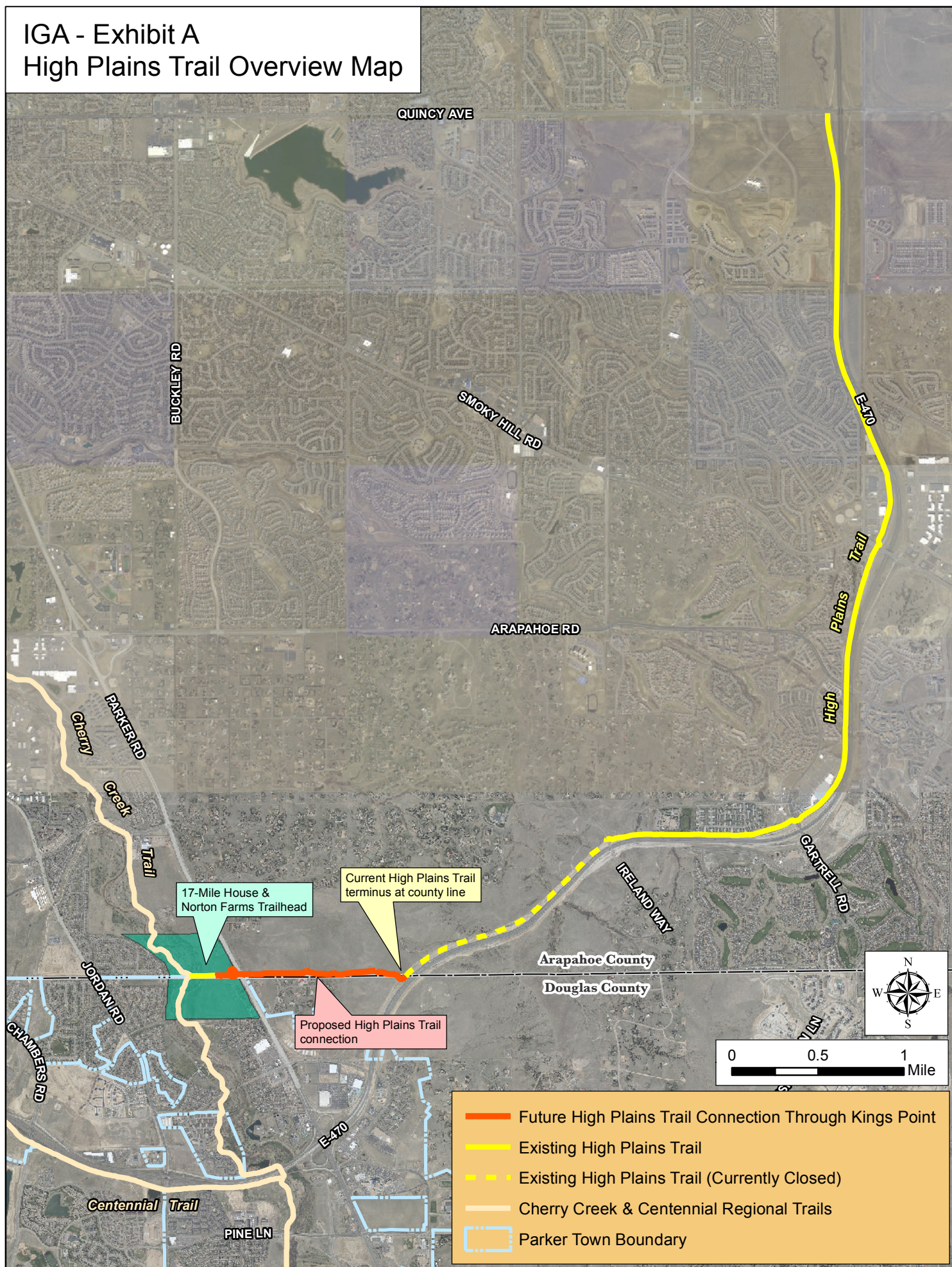
Deputy Clerk

Ron Carl, County Attorney

EXHIBIT LIST

Exhibit A	High Plains Trail Overview Map
Exhibit B	Four (4) Segments of the Proposed High Plains Trail
Exhibit C	Scope of Work – Conceptual Design for Segments I and II
Exhibit D	Scope of Work – Conceptual Design for Segment IV
Exhibit E	Scope of Work – Initial Design (30%) for Segments I and II
Exhibit F	Special Provisions Required by C.R.S. § 8-17.5-102

IGA - Exhibit A High Plains Trail Overview Map



IGA - Exhibit B
Proposed High Plains Trail
Connection Through Kings Point

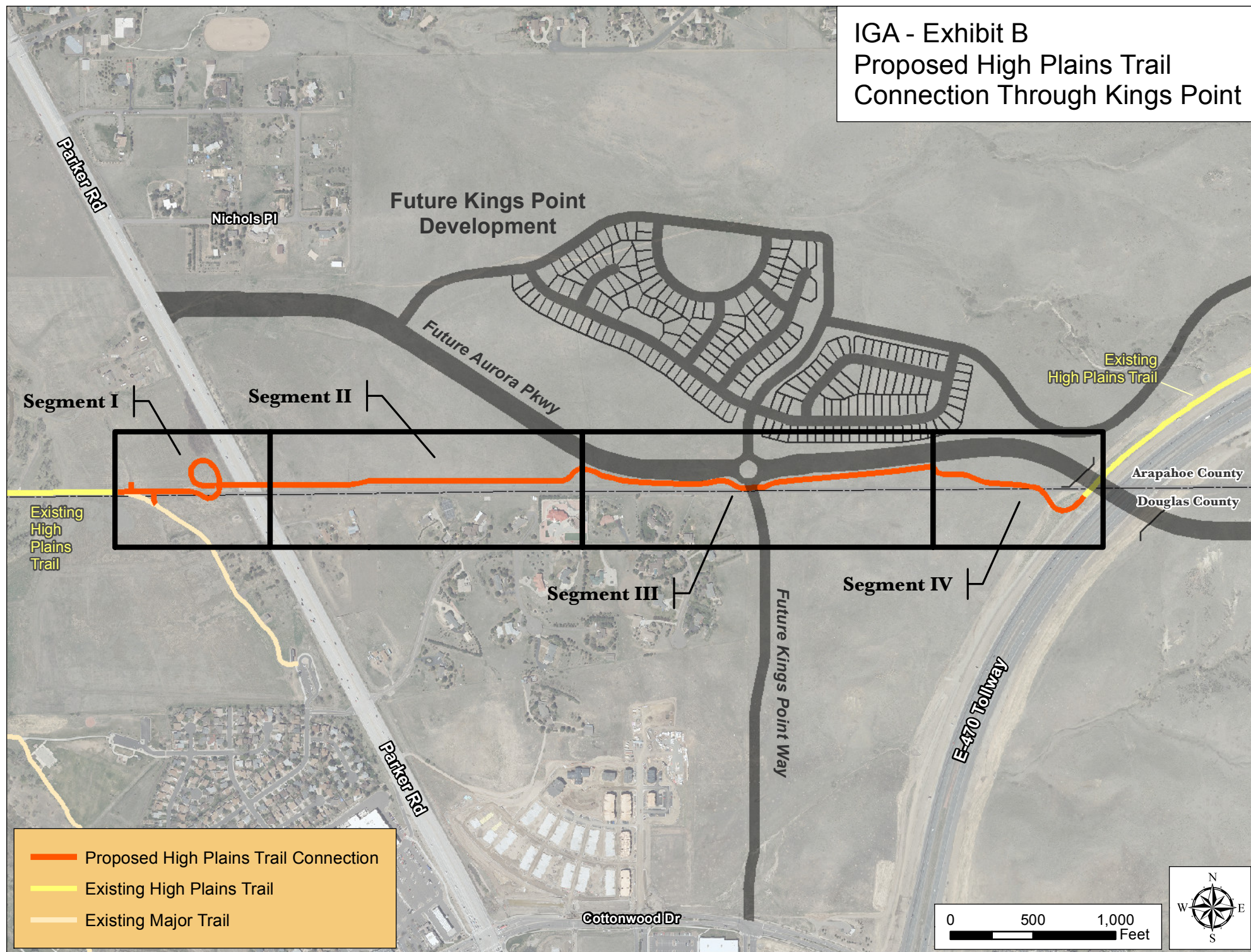


EXHIBIT C

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 19th day of December, 2017, by and between the Town of Parker, a Colorado home rule municipality (the "Town"), and Stanley Consultants Inc. (the "Consultant").

RECITALS:

A. The Town requires professional services for E-470 Trail Connection over Parker Road – Phase 1 (the "Project").

B. Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the Town professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from Exhibit A, which is attached hereto and incorporated herein by this reference.

II. THE TOWN'S OBLIGATIONS/CONFIDENTIALITY

The Town shall provide Consultant with reports and such other data as may be available to the Town and reasonably required by Consultant to perform hereunder. No Project information shall be disclosed by Consultant to third parties without prior written consent of the Town or pursuant to a lawful court order directing such disclosure. All documents provided by the Town to Consultant shall be returned to the Town. Consultant is authorized by the Town to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The Town acknowledges that the Consultant's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the Town upon completion of the services. Any reuse of the Consultant's documents is at the Town's own risk.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the Town shall pay Consultant an amount not to exceed Thirty-three thousand, nine hundred forty-eight and 00/100-----Dollars (\$33,948.00). Payment shall be made in accordance with the schedule of charges in Exhibit B, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all

personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Town. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the receipt of invoice, as provided by this Agreement.

C. The Town has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the Town.

D. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the Town) required by this Agreement have been turned over to and approved by the Town and upon receipt by the Town of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the Town of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Town, the Project shall be complete and Consultant shall furnish the Town the specified deliverables, as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute a material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Town. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Town shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the Town for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the Town of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the Town's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

A. **Indemnification – General.** The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Town, its mayor and town council, officials, officers, directors, and employees, from and against all liability, claims, demands, suits, actions or proceedings of any kind that are not the result of or directly related to the performance of professional services, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, which arise out of or are in any manner connected with this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the Town, its mayor and town council, its officers, agents and employees, from damages resulting from the negligence of the Town's mayor and town council, officials, officers, directors, agents, and their insurers, and employees. The Town cannot and by this Agreement does not agree to indemnify;

hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever.

B. Indemnification for Professional Services. The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the Town, its mayor and town council, and any of its officials, officers, directors, agents, and their insurers, and employees, from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated to indemnify or hold harmless the Town for the negligent acts of the Town, its mayor or town council, or any of its officials, officers, directors, agents and employees.

C. Indemnification - Costs. The Consultant shall, to the extent provided by Paragraph A above, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant or, at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. The Consultant shall, to the extent provided by Paragraph A above, bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees, the Town shall reimburse the Consultant for the portion of the judgment attributable to such act, omission or other fault of the Town, its mayor and town council, officials, officers, directors, agents and employees.

X. INSURANCE

A. The Consultant agrees to procure and maintain, during the life of this Agreement, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain, during the life of this Agreement, insurance in sufficient amounts, durations or types.

B. The Consultant shall procure and maintain, during the life of this Agreement, for itself and any subconsultant, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Consultant, pursuant to Section IX. Indemnification, above. In the case of a claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Notwithstanding the foregoing, when the Consultant requires a subconsultant to obtain insurance coverage, the types and minimum limits of this coverage may be different than those required, as stated herein for the Consultant, as determined by the Risk Manager.

1. Workers' Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) disease-policy limit, and Five Hundred Thousand Dollars (\$500,000) disease-each employee. If any work on the Project is sublet, the Consultant shall require each of its subconsultants to provide similar coverage for all of the subconsultant's employees to be engaged in such work, except as otherwise determined by the Risk Manager. Evidence of qualified self-insured status may be substituted for the workers' compensation requirements of this Paragraph.

2. Commercial General Liability Insurance to be written with a limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, arising out of any one occurrence, and not less than Two Million Dollars (\$2,000,000) general aggregate for all damages arising out of bodily injury, including death, at any time resulting therefrom, during the policy period. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of Commercial General Liability Insurance for broad-form property damage (including products and completed operations) shall be not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one occurrence, and not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, including the Town's property, during the policy period. The policy shall contain a severability of interests provision.

3. Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. Protective Liability and Property Damage insurance covering the liability of the Town, including any employee, officer or agent of the Town, with respect to all operations under the Agreement by the Consultant or his subcontractors, shall be procured and maintained during the life of the Agreement. The limits of the Town's Protective Liability Policy, to be provided by the Consultant, as described in this Section B., shall be increased to the same limits as described above for the Consultant's Commercial General Liability Insurance.

5. The policy required by Paragraph 2. above shall be endorsed to include the Town, its officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Workers' Compensation, and any insurance carried by the Town, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by the Consultant. No additional insured endorsement to the policy required by Paragraph 2. above shall contain any exclusion for bodily injury or property damage

arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

6. The certificate of insurance provided by the Consultant shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and the coverages afforded under the policies. The certificate of insurance must be on file with the Town thirty (30) days prior to the Agreement. The completed certificate of insurance shall be sent to:

Town of Parker
Attn: Risk Manager
20120 East Mainstreet
Parker, Colorado 80138

7. It is the affirmative obligation of the Consultant to notify the Town's Risk Manager, as provided in this Agreement, including faxing (fax no. 303-841-4814) or e-mailing (sbedard@parkeronline.org) a copy of the notice to the Risk Manager, within two (2) business days of the cancellation or substantive change to any insurance policy required under this Agreement, and failure to do so shall constitute a breach of this Agreement.

8. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this Agreement or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

9. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10. The parties hereto understand and agree that the Town, its officers and employees, are relying on and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person, and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence), which amounts shall be adjusted by an amount reflecting the percentage change over a four-year period in the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Boulder-Greeley, All Items, All Urban Consumers, or its successor index, or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town, its officers or employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Town's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the Town's issuance of said written notice of intent to terminate, the Town shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the Town shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Town thereafter shall be at the Town's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the Town. Upon disclosure of any such personal or private interest, the Town shall determine if the interest constitutes a conflict of interest. If the Town determines that a conflict of interest exists, the Town may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Douglas, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the Town for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. NONDISCRIMINATION

Consultant will take affirmative action to not discriminate against any employee, applicant or subconsultant for employment because of race, creed, color, national origin, gender or handicap, if otherwise qualified.

XVIII. ENTIRE AGREEMENT

This Agreement, along with the attached Exhibits A, B and C, is the entire Agreement between Consultant and the Town, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the Town which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States mail, addressed as follows:

The Town: Town of Parker
Attn: Chris A. Hudson, PE
20120 East Mainstreet
Parker, Colorado 80138

Consultant: Stanley Consultants Inc.
Attn: Marvinetta Hartwig, PE
8000 E. Chester Street, Ste. 500
Centennial, CO 80112

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

By:

[Signature]
Tom Williams, PE
Director of Public Works & Engineering

ATTEST:

APPROVED FOR CONTENT AS TO ARTICLES
IX AND X:

[Signature]
Pamela J. Knepp, Office Manager

[Signature]
Steve Bedard, Risk Manager

APPROVED AS TO FORM:

[Signature]
James S. Maloney, Town Attorney

APPROVED FOR CONTENT:

[Signature]
Chris A. Hudson, PE, Public Works Manager

STANLEY CONSULTANTS INC.:

By:

[Signature]
Marvineta L. Hartwig
Vice President [Name/Title]

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 12TH day of DECEMBER 2017, by MARVINETA L. HARTWIG, as VICE PRESIDENT of STANLEY CONSULTANTS, INC.

My commission expires: DECEMBER 12, 2020

SEAL

[Signature]
Notary Public

AMELIA G DYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124079471
MY COMMISSION EXPIRES DECEMBER 12, 2020

NOTICE TO PROCEED

Parker, Colorado

December 27, 2017
(Date)

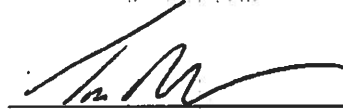
TO: Stanley Consultants Inc.
Attn: Marvinetta Hartwig, PE
8000 E. Chester Street, Ste. 500
Centennial, CO 80112

You are hereby authorized to proceed on this date, 12/27/17, or within seven (7) consecutive calendar days hereafter, with the work covered by the contract documents titled Agreement for Professional Services for E-470 Trail Connection over Parker Road – Phase 1. You are to complete the service by April 27, 2018.

You are to notify the Engineer 48 hours before starting work.

TOWN OF PARKER

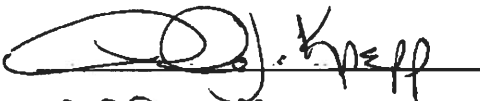
By:



Tom Williams, PE
Director of Public Works & Engineering

ATTEST:

By:



Title:

Office Manager

DESCRIPTION OF PROJECT

The purpose of this project is to advance the design of two alternatives from the E470 Connection at Norton Farm Study completed in 2006 to identified a preferred alternative for the E470 trail connection crossing Parker Road at the Arapahoe/Douglas County line.

The following is our understanding of the project scope of services to provide alternative development and conceptual design for a trail connection crossing Parker Road. Options 1 and 6 will be advanced to a conceptual level to assist the Town and other stakeholders in determining the preferred alternative. Both options cross over Parker Road. A crossing under Parker Road will not be advanced.

The conceptual design will determine structure depths for various alternatives, which can then be used to develop the required horizontal and vertical alignment/control and earthwork quantities.

The limits of the project are just east of Parker Road approximately 300 feet and west of Parker Road tying into the Preservation Park Trail.

The project includes the following conceptual level design services:

- Conceptual civil and structural layouts of two alternatives crossing Parker Road at the Arapahoe/Douglas County line.
- Alternatives analysis including opinion of probable construction cost.
- Documentation of analysis

A detailed workhour and fee estimate is provided in the attached **EXHIBIT "B"**. Stanley Consultants, Inc. (SCI) scope of services includes the primary top tasks listed below:

- Task 1 – Project Management/Coordination**
- Task 2 – Data Collection**
- Task 3 – Alternative Development & Conceptual Design**
- Task 4 – Alternative Analysis & Documentation**

Project Schedule: Notice to proceed (NTP) will occur after January 1st, 2018. The draft Conceptual Design and Alternatives Analysis Technical Memorandum submittal will be made approximately 8 weeks after NTP. The final memorandum will be submitted three weeks (3) after receiving the Town's review comments. The schedule in this scope of services assumes reviews will be approximately one week.

Task 1 – Project Management/Coordination**1.1 Project Management**

This work consists of general project management activities – coordination, scheduling, progress tracking and invoicing.



1.2 Project Coordination Meetings / Conceptual Review Meeting

SCI will attend three coordination/review meetings with the Town to coordinate issues and review the conceptual design and alternative study. These meetings will be documented and meeting minutes distributed to the Town and all attendees.

Task 2 –Data Collection

2.1 Base Map

SCI will use available survey from the 2006 Norton Farms project, and available GIS contour mapping to create the project base map for the alternative development and conceptual design. SCI will also use the Town of Parker's 2016 Aerial Maps for alternative development.

2.2 Utilities

SCI will contact utility notification center to obtain the list of all known utilities in the area. From this list, SCI will contact the utility companies to obtain copies of their latest utility plans and contact information. SCI will reconcile the utility mapping information with available survey and mapping files.

Task 3 –Alternative Development & Conceptual Design

SCI will complete the conceptual design for the two alternatives of the E-470 Trail Connection over Parker Road, Alternatives 1 and 6. This work will include completing the horizontal and vertical design/control and will reflect the bridge designs. The trail typical section off of the structure will match the existing Preservation Park trail – 10-foot wide trail with 2-foot gravel shoulders on each side. On the bridge, the trail will be 14 feet wide.

3.1 Conceptual Trail Design

The following conceptual trail design services will be provided:

- Define the conceptual horizontal and vertical alignment for each trail crossing alternative
- Layout of the two trail alternative concepts and reflecting the different structures types and depths.
- Create 3-dimensional (3D) models of the trail alternatives to develop a conceptual footprint of cut/fill limits or other identified impacts.

It is anticipated that each alternative prepared by SCI for the conceptual design and alternative analysis submittal will be a 20-scale roll plot. Each roll plot will include the following information:

- Typical section of trail improvement per alternative.
- Proposed trail design on topography survey/aerial backgrounds (including cut/fill lines).



- Horizontal Control Line.
- Existing ROW (where available)
- Existing utility information (where available)

3.2 Structural Design

For the two proposed alignments, different levels of structure complexity, aesthetics, and construction cost could be evaluated. The level of effort to analyze/evaluate each level would vary. Conceptual design will consist of providing enough detail to define/evaluate each alternative and prepare conceptual opinions of probable construction costs. Levels of complexity which could be evaluated might include:

- A standard prefabricated steel truss with timber hand rails and a cast-in-place concrete deck (bridge width would be 14' to accommodate a 10' wide trail). These trusses would be two-span structures with a median pier. The trusses allow some opportunity for aesthetic enhancements in the form of painted steel superstructures and textures/form-liners on substructures. Architectural elements such as pilasters or pedestals can also be incorporated into piers and abutments. Steps in this analysis/evaluation would include:
 - Determine setbacks from lanes to locate abutment faces and calculate required span lengths (existing ROW appears to be about 200')
 - Coordinate with truss fabricators to determine feasible truss types and unit costs
 - Identify possible abutment types, limits, and foundations
 - Determine required wingwall/retaining wall limits
 - Calculate quantities and develop cost estimate
- A bridge with up-graded superstructure elements such as precast girder sections or steel box girders which would act compositely with a concrete deck. These structures would probably be two-spans, and would require a higher profile and more embankment than the prefabricated trusses. Architectural railings, colors, textures, and form-liners could be incorporated into superstructures and substructures. Design steps would include:
 - Locate abutments
 - Identify feasible girder types
 - Perform enough calculations to determine required structure depths
 - Develop abutment details
 - Determine retaining wall requirements
 - Calculate quantities and develop cost estimate

3.3 Conceptual Design Level Opinion of Probable Construction Cost Estimate

An opinion of probable construction cost estimate will be prepared for each alternative

Task 4 –Alternative Analysis and Documentation

SCI will document findings from this study in a technical memorandum including a description of the alternative with advantages and disadvantages of this alternative identified as well as the conceptual



design level opinion of probable construction cost estimate. This memorandum will be an update of the previous E470 Crossing at Norton Farm Technical Memorandum. The memorandum will document this phase of the project and will include the following:

- Introduction/Purpose of Study
- Existing Conditions
- Design Criteria
- Design Alternatives
- Opinion of Probable Construction Cost
- Analysis of Alternatives
- Conclusion

The technical memorandum will be submitted to the Town of Parker for review in an electronic format (pdf). The final technical memorandum will be submitted to the Town of Parker after incorporating the review comments.

Graphics/3D Visualization - SCI will provide 3D visualization and photo simulations to convey the design intent of the trail alternatives crossing Parker Road to assist in building consensus in support of the public process. Our team will provide two (2) images that clearly convey the design features of the proposed work and address any view shed concerns with existing conditions and views.

Scope of Services – Assumptions and Exclusions

The following are the SCI team's assumptions and/or exclusions to the above scope of services:

- Services excluded from this phase of design include:
 - Surveying, mapping and right-of-way services
 - Utility Potholing
 - Geotechnical Investigation
 - Hydrology Analysis, Hydraulic Analysis, including but not limited to basin delineation, pipe sizing, water quality design, and floodplain analysis
 - Stormwater management design
 - Construction phasing or construction traffic control
 - Environmental services and permits
- All design will be in accordance with Load and Resistance Factor (LRFD) design method, CDOT requirements, and the Town of Parker's latest criteria and details.



E-470 Trail Connection Over Parker Road
Town of Parker

11/29/2017

EXHIBIT B

E-470 Trail Connection Over Parker Road															
Town of Parker															
11/29/2017															
Exhibit B															
Fee Schedule															
Stanley Totals															
TOTALS															
Descriptions															
TASK / DELIVERABLE															
TASK 1 - PROJECT MANAGEMENT/COORDINATION															
		Marvinetta Hartwig, PE Principal-in-Charge	Jamie Ramos	Dave Dyer QA/QC Manager	Lee Felzien, PE Principal Structural Engineer	Inna Pushkarova EIT II	Ryan Hanson Senior Technician I	Nancy Schultz	Eric Lang Technician	Dakota Smith Civil Engineer I	Kelly Clark Project Administrator	Professional Service Hours	Professional Service Fee	Other Direct Costs	Total Professional Service Fee and Other Direct Costs
		\$190	\$170	\$164	\$180	\$90	\$125	\$90	\$170	\$86	\$70				
1.1 Project Management															
1.2 Project Coordination Meetings/Conceptual Review Meeting															
TASK 2 - DATA COLLECTION															
2.1 Base Mapping															
2.2 Utilities															
TASK 3 - ALTERNATIVE DEVELOPMENT & CONCEPTUAL DESIGN															
3.1 Conceptual Trail Design															
- Define Conceptual Horizontal and Vertical Alignment for each Trail Crossing Alternative		1		1						12		14	\$1,386		\$1,386
- Layout		1		2						8		11	\$1,208		\$1,208
- 3D Models										16		22	\$2,204		\$2,204
3.2 Structural Design															
3.2 a Conceptual Design - Prefabricated Truss Bridge															
- Determine setbacks, required span lengths												8	\$660		\$660
- Coordinate with possible fabricators												10	\$1,080		\$1,080
- Identify possible abutment types												10	\$1,080		\$1,080
- Determine retaining wall limits												4	\$430		\$430
- Calculate quantities, prepare cost estimate												16	\$1,940		\$1,940
3.2 b Evaluate Superstructure Upgrade															
- Determine setbacks, locate abutments												10	\$1,330		\$1,330
- Identify feasible girder types												12	\$1,440		\$1,440
- Determine required structure depths												18	\$1,800		\$1,800
- Develop abutment details												8	\$1,080		\$1,080
- Determine retaining wall requirements												10	\$1,260		\$1,260
- Calculate quantities, prepare cost estimate												16	\$1,800		\$1,800
3.3 Conceptual Design Level Option of Probable Construction Cost Estimate		1		2						6		9	\$1,024		\$1,024
TASK 4 - ALTERNATIVE ANALYSIS AND DOCUMENTATION															
4.1 Alternative Analysis & Technical Memorandum		12		4						4	8	28	\$3,840		\$3,840
4.2 Graphics/3D Visualization		6										34	\$3,820		\$3,820
		31	6	13	36	84	24	20	6	46	17	263	\$33,088	\$260	\$33,948

EXHIBIT C
Special Provisions Required by HB 06-1343

A. **Certification.** By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.

B. **Prohibited Acts.** Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. **Confirmation.**

1. Contractor has confirmed or attempted to confirm through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

**Town of Parker
Department of Public Works
Task Order**

Date: May 18, 2018

Consultant: Stanley Consultants

Agreement: 2018 On-Call Professional Services

Date of Agreement: February 21, 2018

Project Title: E-470 Trail Connection over Parker Road – Additional Services

Account Number: 203-4520-7786

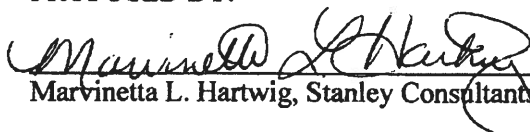
Purpose/Description: Conceptual civil layout of a new alternative crossing Parker Road at the Arapahoe/Douglas County line; Rendering of a new alternative; Landscape/Urban design options into preferred alternative.

Scope: See Attached

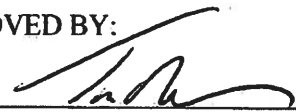
Cost of Task: \$3,545.00

Schedule: June 1, 2018

PROPOSED BY:

 5/18/18
Marvinetta L. Hartwig, Stanley Consultants Date

APPROVED BY:

 5/18/18
Tom Williams, PE Date
Director of Engineering/Public Works

The following is our understanding of the project scope of services to provide additional services for the conceptual layout and rendering for a trail connection crossing Parker Road. The additional services will include the following conceptual level design services:

- Conceptual civil layout of a new alternative crossing Parker Road at the Arapahoe/Douglas County line.
- Rendering of a new alternative.
- Landscape/Urban design options into preferred alternative.

A detailed workhour and fee estimate is provided in the attached **EXHIBIT "B"**. Stanley Consultants, Inc. (SCI) scope of services includes the primary top tasks listed below:

Task 1 – Project Management/Coordination

Task 2 – Rendering

Task 3 – Landscape/Urban Design Options

Project Schedule: The schedule for this additional scope of services is approximately four weeks.

Task 1 – Project Management/Coordination

1.1 Project Management

This work consists of general project management activities – coordination, scheduling, progress tracking and invoicing.

1.2 Project Coordination Meetings

No meetings are anticipated as part of this additional services.

Task 2 –Rendering

Graphics/3D Visualization - SCI will provide 3D visualization and photo simulations to convey the design intent of the new trail alternative crossing Parker Road to assist in building consensus. Our team will provide images that convey the design features of the proposed work and address any view shed concerns with existing conditions and views.

Task 3– Landscape Concepts

SCI working with the Town will identify landscape options and opportunities with the new trail alignment and show in the rendering.

Scope of Services – Assumptions and Exclusions

The following are the SCI team's assumptions and/or exclusions to the above scope of services:

- No detail design is included as part of the additional services.
- The additional service is intended to address input from the Town on a third option and rendering.



E-470 Trail Connection Over Parker Road - Additional Services
Town of Parker

5/4/2016

Exhibit B
Fee Schedule

5/4/2018															Fee Schedule																
TASK / DELIVERABLE															Statley Totals				TOTALS		Descriptions										
															Marinetta Hartwig, PE Principal-in-Charge	Jamie Ramos	Dave Dyer QA/QC Manager	Les Felden, PE Principal Structural Engineer	Inna Pushkarova EIT II	Ryan Hanson Senior Technician I		Nancy Schultz	Eric Lang Technician	Andrew Valdez Civil Engineer I	Kelly Clark Project Administrator	Professional Service Hours	Professional Services Fee	Other Direct Costs	Total Professional Service Fee and Other Direct Costs		
TASK 1 - PROJECT MANAGEMENT/COORDINATION															\$225	\$185	\$175	\$180	\$165	\$130	\$90	\$115	\$102	\$80					Total Professional Service Fee and Other Direct Costs		
1.1 Project Management															1									1	2	\$305	\$	305	Postage / Reproductions / Misc.		
1.2 Project Coordination Meetings/Conceptual Review Meeting																									0	\$0		\$			
TASK 2 - RENDERING																												20	\$1,960	\$	1,960
2. Rendering																				4	16										
TASK 3 - LANDSCAPE CONCEPTS																															
3. Landscape Concepts																4					6					10	\$1,280	\$		\$	1,280
															1	4	0	0	0	4	22	0	0	1	32	\$	3,545	\$		\$	3,545

EXHIBIT D

DESCRIPTION OF PROJECT

The purpose of this project is to develop several alignment alternatives for Segment IV of the High Plains Trail to determine the preferred alternative. Segment IV continues the E470 trail near the proposed Aurora Parkway crossing of E470 west through the future Kings Point Development. It is estimated that this segment is approximately 1500 feet. This segment will tie into the proposed trail alignment at the southern limits of the King Point Development.

The following is our understanding of the project scope of services to provide alternative development and conceptual design for the High Plains Trail, Segment IV.

- Develop base mapping for the alternative layouts and analysis using GIS and aerial mapping from the Town of Parker, E470, City of Aurora and Arapahoe and Douglas Counties.
- Develop civil layouts of trail alternatives
- Identify retaining walls required for alternatives to minimize adjacent property impacts.
- Alternatives analysis including design criteria compliance and opinion of probable construction cost.
- Documentation of analysis

A detailed workhour and fee estimate is provided in the attached EXHIBIT "A". Stanley Consultants, Inc. (SCI) scope of services includes the primary top tasks listed below:

Task 1 – Project Management/Coordination

Task 2 – Data Collection

Task 3 – Alternative Development & Conceptual Design

Task 4 – Alternative Analysis & Documentation

Project Schedule: It is anticipated that the notice to proceed (NTP) will occur by end of September 2018. The draft Conceptual Design and Alternatives Analysis Technical Memorandum submittal will be made approximately 8 weeks after NTP. The final memorandum will be submitted three weeks (3) after receiving the Town of Parker and High Plains Trail Partners' review comments. The schedule in this scope of services assumes reviews will be approximately one week.

Task 1 – Project Management/Coordination

1.1 Project Management

This work consists of general project management activities – coordination, scheduling, progress tracking and invoicing.

1.2 Project Coordination Meetings / Alternatives Development Review Meeting

SCI will attend three coordination/review meetings with the Town and High Plains Trail Partners to coordinate issues and review the alternatives layouts and development. These meetings will be documented and meeting minutes distributed to the Town and all attendees.



Task 2 –Data Collection

2.1 *Base Map*

SCI will use available aerals and GIS contour mapping, provided by the High Plains Trail Partners, to create the project base map for the alternative development and conceptual design.

2.2 *Future Development Plans*

SCI, working with the High Plains Trail Partners, will contact the Kings Point Development and E470 Authority to obtain any available planning documents in the project area to assist with trail alternatives development. These master plans will be incorporated into the base mapping.

Task 3 –Alternative Development & Conceptual Design

SCI will develop four different trail alignments to provide a variety of options to connect the High Plains Trail to the E470 trail and to incorporate the future developments and planned Aurora Parkway extension. These alternatives will be developed horizontally and vertically to a conceptual level to identify impacts, challenges and estimated costs. It is anticipated that retaining walls may be needed for some of the options. Detailed wall designs will not be completed at this level of design. Wall quantities and cost will be included in the analysis of the alternatives. The trail typical section for the alternatives will match other segments of the trail; 10-foot wide trail with 2-foot gravel shoulders on each side.

3.1 *Conceptual Trail Design/Alternatives*

The following conceptual trail design services will be provided:

- Define the conceptual horizontal and vertical alignment for each trail crossing alternative (4 alternatives)
- Create 3-dimensional (3D) models of the trail alternatives to develop a conceptual footprint of cut/fill limits or other identified impacts.

It is anticipated that each alternative prepared by SCI for the conceptual design and alternative analysis submittal will be a 20-scale plan and profile graphic and will include the following information:

- Typical section of trail improvement per alternative.
- Proposed trail design on base mapping/aerial backgrounds (including cut/fill lines).
- Horizontal Control Line.
- Trail Alternative Profile

3.2 *Conceptual Design Level Opinion of Probable Construction Cost Estimate*

An opinion of probable construction cost estimate will be prepared for each alternative



Task 4 –Alternative Analysis and Documentation

SCI will document findings from this study in a technical memorandum including a description of the alternative with advantages and disadvantages of this alternative identified as well as the conceptual design level opinion of probable construction cost estimate. The memorandum will document the project and will include the following:

- Introduction/Purpose of Study
- Existing Conditions
- Design Criteria
- Design Alternatives
- Opinion of Probable Construction Cost
- Analysis of Alternatives
- Conclusion

The technical memorandum will be submitted to the Town of Parker and High Plains Trail Partners for review in an electronic format (pdf). The final technical memorandum will be submitted to the Town of Parker after incorporating the review comments.

Scope of Services – Assumptions and Exclusions

The following are the SCI team's assumptions and/or exclusions to the above scope of services:

- Services excluded from this phase of design include:
 - Surveying, mapping and right-of-way services
 - Utility locates, coordination, potholing
 - Geotechnical Investigation
 - Hydrology Analysis, Hydraulic Analysis, including but not limited to basin delineation, pipe sizing, water quality design, and floodplain analysis
 - Stormwater management design
 - Construction phasing or construction traffic control
 - Environmental services and permits
 - Structural design



High Plains Trail Over Parker Road - Segment IV
Town of Parker

8/14/2018

High Plains Trail Over Parker Road - Segment IV Town of Parker																Exhibit A Fee Schedule							
8/14/2018																Stanley Totals			Subconsultants			TOTALS	Descriptions
TASK / DELIVERABLE	Marvinella Horberg, PE Transportation Group Manager	Chris Tegen, PE Task Mgr / Principal Structural Engineer	Heather Reed, PE Structural Project Engineer II	Michael Romero, PE Structural Project Engineer I	Dave Dyer GAGC Manager	Ryan Hanson Senior Designer II	Kelly Clark Project Coordinator	Professional Service Hours	Professional Service Fee	Other Direct Costs				Total Professional Service Fee and Other Direct Costs									
TASK 1 - PROJECT COORDINATION	\$225	\$190	\$123	\$123	\$175	\$130	\$80																
1.1 Project Management	8						6	12	\$1,830	\$ -				\$ 1,830	4 Coordination Meetings								
1.2 Project Coordination Meetings/Conceptual Review Meeting	12						3	15	\$2,940	\$ 75				\$ 3,015									
TASK 2 - DATA COLLECTION																							
2.1 Base Map					4	8		12	\$1,740					\$ 1,740									
2.2 Future Development Plan	2			4		6		12	\$1,722	\$ -				\$ 1,722									
TASK 3 - Alternative Development & Conceptual Design																							
3.1 Conceptual Trail Design/Alternatives	4	2	8		4	32		50	\$7,124	\$ -				\$ 7,124									
3.2 Conceptual Design Level Opinion of Probable Construction Cost Estimate	2		4		2	10		18	\$2,592	\$ -				\$ 2,592									
TASK 4 - Alternative Development & Conceptual Design																							
4.1 Alternatives Analysis	4			8		8		20	\$2,924	\$ -				\$ 2,924	Geotech fee included in 2.4								
4.2 Technical Memorandum	8		2	8		4	8	30	\$4,190	\$ 60													
	38	2	14	20	10	68	17	169	\$ 25,062	\$ 125	\$ -	\$ -	\$ -	\$ 25,947									

SCOPE OF WORK

EXHIBIT E

Scope of Service
High Plains Trail over Parker Rd. – Segment I & II
Town of Parker

08/10/2018

INTRODUCTION / DESCRIPTION OF PROJECT

The following is our understanding of the project scope of services to work with the Town of Parker and High Plains Trail Partners to complete preliminary design and prepare preliminary design documents for the High Plains Trail, Segments I and II from the existing Preservation Park Trail on the west side of Parker Road to approximately 3000 feet east of Parker Road. This project includes a pedestrian bridge over Parker Road and a box culvert trail crossing. This trail is approximately 3600 feet and is shown in Exhibit A. It is assumed that the pedestrian bridge will be a prefabricated engineered structure. The trail connection and tie-ins will be designed to meet ADA requirements and will be designed using AASHTO's "Guide for the Development of Bicycle Facilities," 2012 version. It is assumed that there will be one review submittal to the Town of Parker and the High Plains Trail Partners. The following is the detailed scope of services for completing this project:

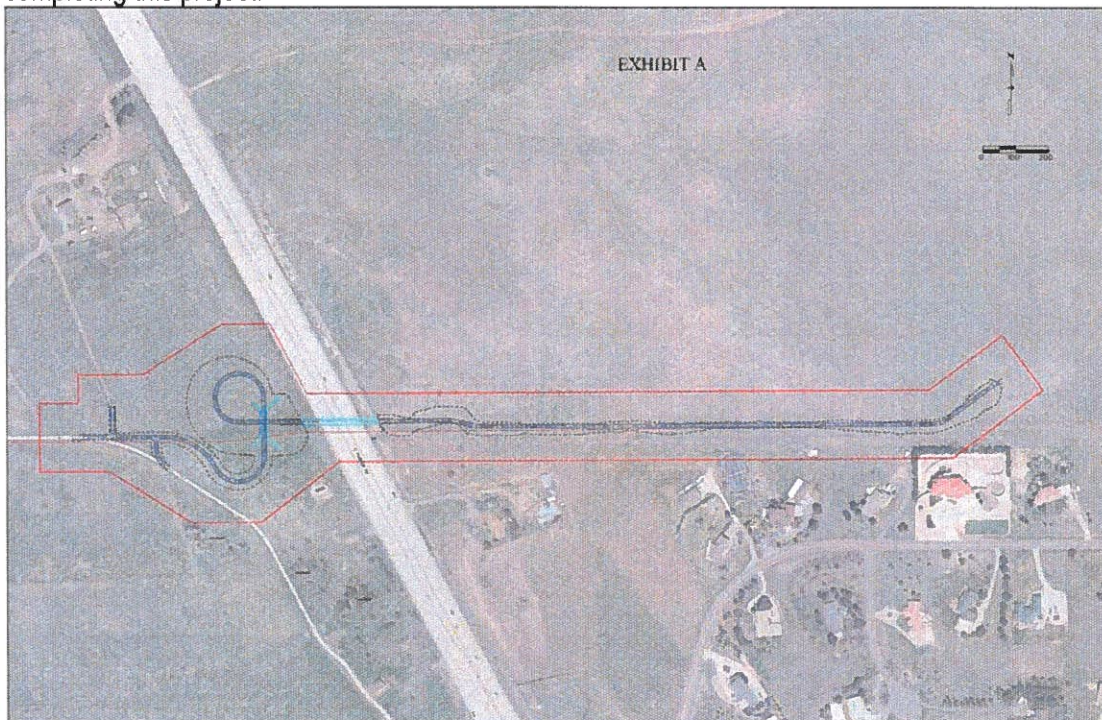


Exhibit A
High Plains Trail, Segments I & II

Task 1 – Project Coordination

Project Meetings: Stanley Consultants, Inc. will attend four coordination meetings to coordinate issues and review the status of the design, and one preliminary design review meeting. These meetings will be documented and meeting minutes distributed to the Town of Parker and all attendees.

Project Schedule: It is anticipated that the notice to proceed will occur by end of September and that the 30% design will take approximately four months to complete.



Task 2 –Data Collection

2.1 Surveying/Mapping

Aztec Consultants, Inc. will provide the surveying, mapping and right-of-way services for this project. These services will consist of the following activities:

2.1.1 Control Survey

- Establish horizontal and vertical survey control for the site based on NGS and/or Douglas County control points. The coordinate system will be a NAD83 Colorado State Plane Central Zone modified to ground coordinates. Vertical Datum will be NAVD88.
- Aztec will establish permanent project specific inter-visible control points at a maximum spacing of 500' along the project corridor for future use.
- Prepare a survey control diagram with point tabulation containing horizontal coordinates, elevations, monument descriptions, datums used, benchmark statement and conversion factors.

2.1.2 Design Survey

- Field survey to locate all visible above ground improvements, ground features and utilities within the survey limits. The survey limits are outlined in red on "EXHIBIT B".
- Field survey to locate all dry utilities and utility markings within the survey limits.
- As-built survey of existing sanitary and storm structures, manholes and inverts within the survey limits.
- Provide a complete AutoCAD file containing points, 3D breaklines, planimetrics, utilities, 1' contours and DTM

2.1.3 Underground Utility Locating

- Contract with a utility locating company to have the underground utilities marked within the mapping limits. All known utilities that are capable of "Electronic Designation" will be located. Utilities must have a "Traceable" line in order to be deemed "Locatable". Any utilities without a "Traceable" line cannot be located.

2.1.4 ROW/Ownership Map

- Research Douglas County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
- Field survey to locate section corners, property corners and range points controlling the boundaries of the subject parcels and adjoining parcels.
- Resolve any discrepancies between field measured data and record data.



- Prepare an AutoCAD Civil 3D drawing file containing points, monumentation, boundaries and platted easements.

2.1.5 Pothole Staking

- Stake the location of up to Ten (10) potholes and Four (4) Geotech Borings and provide coordinates and ground elevations.
- Survey the completed pothole locations and provide coordinates and ground elevations.

EXHIBIT B **Topographic Survey Limits**



2.2 Geotechnical

Geotechnical evaluation services will be provided by Vivid Engineering Group to explore and evaluate the subsurface conditions within/near the footprint of the proposed bridge abutments/box culvert foundation locations. The subsurface exploration program will be performed under the observation of a qualified geologist/representative of the geotechnical engineer. Construction recommendations will be provided, as applicable, to aid in the design and construction of the proposed structure foundations. The scope of services will include the following:

- Perform a visual site reconnaissance to observe existing site conditions, field locate the borings and establish safety procedures.
- Notify the Utility Notification Center of Colorado (UNCC)/Colorado 811 one-call system to have existing utilities located/marked in the vicinity of the proposed boring locations.
- If required, submit the appropriate CDOT right-of-way permit for the boring performed within CDOT right-of-way (Parker Road/CO 83 Median).



- If required, provide traffic control for the geotechnical boring within the median of Parker Road/CO 83.
- Vivid Engineering Group will measure groundwater (if any) during and at completion of drilling and will drill exploratory borings at the following locations:
 - bridge abutments (2 each) at a proposed depth of 60 feet
 - Box Culvert (1 each) at a proposed depth of 30 feet
 - A boring will be drilled, if required, at the Pedestrian Bridge Foundations (Median/Bent Area) at a proposed depth of 60 feet. (This is offered as an additional service option).
- Laboratory testing will be performed on selected soil samples in accordance with recognized standards and local practice and will generally include the following, subject to change based on the subsurface conditions encountered: Gradation Analysis / Atterberg Limits, Moisture Content / Unit Weight, Swell Test, Unconfined Compressive Strength and pH, Resistivity, Redox, Soluble Sulfates, Soluble Chlorides, Sulfides.

Task 3 –Preliminary Design (30% Level Design)

Our project team will complete the design and prepare preliminary review documents for the High Plains Trail, Segment I and II. This work will include completing the horizontal and vertical design/control, typical sections, grading, pedestrian bridge, box culvert and retaining wall design, details, and the preparation of review. It is anticipated that there will be one review submittal.

It is anticipated that the following review documents will be prepared by the Stanley Consultants team:

- Title Sheet
- Standard Plans List
- General Notes
- Summary of Approximate Quantities
- Pothole Log
- Tabulation of Quantities
- Typical Sections
- Detail Sheets (1"=20')
- Trail Plan/Profile (1"=20')
- Retaining Wall Design, Plans and Details
- Bridge General Layout
- Bridge Details
- Trail Cross-Sections (every 50 ft.)

All plans will be prepared in CDOT format and will follow CDOT's and the Town of Parker's latest criteria and details. The activities necessary to complete this work and to prepare preliminary design review documents are as follows:



3.1 Title Sheet, Standard Plans, General Notes and Typical Sections

Stanley Consultant's Inc. will prepare the project title sheet, standard plans, general notes and typical for the High Plains Trail, Segment I and II trail

3.2 Tabulation of Quantities/Summary of Approximate Quantities

Stanley Consultants, Inc. will tabulate the quantities for this work and prepare the project Summary of Approximate Quantities for the preliminary review submittal documents.

3.3 Trail Plans and Profiles/Details

The trail connection preliminary design will be completed and review documents prepared. The design activities will include designing the horizontal and vertical alignments/control and preparing the plan and profile sheets. Plans and profiles will reflect the project geometrics and critical horizontal and vertical information.

3.4 Geotechnical

An engineering analysis and evaluation of the resulting field and laboratory data will be performed by Vivid Engineering Group for use in preparing geotechnical engineering recommendations in general accordance with the requirements of CDOT and AASHTO LRFD Bridge Design methodologies. A report will be prepared containing the findings, conclusions, and recommendations. It will be provided in electronic (PDF) format.

3.5 Utility Coordination

3.5.1 – Utility Coordination

Stanley Consultants, Inc. will contact the utility companies to obtain copies of any missing utility plans and contact information. Stanley Consultants, Inc. will reconcile the utility mapping information and the survey files. Stanley Consultants, Inc. will identify known utility conflicts and work with the Town of Parker in coordinating relocations and modifications. No utility design is anticipated for the project at preliminary design.

3.5.2 – Utility Potholing

Diversified Underground, Inc. will perform the utility locates and potholing for the project. The activity will consist of the following scope of services:

- Diversified Underground, Inc. will provide a detailed sketch of the utility findings to be used as back-up documentation by our Utility Coordinator and the team's surveyor to assure that all located utilities have been surveyed. The Utility Coordinator will finalize all project documentation and perform quality control verifying the survey data compared against the Utility Tracking Form and Diversified Underground Inc.'s utility sketches.
- Diversified Underground will develop traffic control plans and obtain the necessary permits required to perform the potholing of underground utilities.



- Diversified Underground will perform all potholing and obtain an X, Y and Z coordinate for all underground utilities in relation to the existing ground elevation. We will also identify, to the best of our ability, the utility type, size and construction material which will be documented on hand sketches and a “pothole log” to be used as back-up documentation for the project
- If desired, the Utility Coordinator will coordinate with the team surveyor for them to survey and document the utility information obtained during the pothole process.
- Diversified Underground will backfill and restore all potholes to their original condition based upon the requirement of the permit.

3.5.3 – Incorporation of Utility Potholing Information into Plans

Stanley Consultants, Inc. will incorporate the utility potholing information received from Diversified Underground, Inc. into the project files, prepare a utility potholing log sheet for incorporation into the preliminary documents, and show the utility locates/pothole information in the plans, profiles and cross sections.

3.6 Pedestrian Bridge, Concrete Box Culvert Underpass and Associated Retaining Walls Design

Stanley Consultants, Inc. will prepare 30% level design documents for a Pedestrian Bridge carrying the High Plains Trail over Parker Road (Segment 1) and (14'x10') Concrete Box Culvert Underpass.

The pedestrian bridge will have a minimum deck width of 14 feet clear rail to rail. A total of approximately 250 linear feet of wrap-around MSE walls to retain abutment fill are expected to be a part of the project. The Town and the High Plains Trail Partners have agreed upon a preliminary plan of a single span (240') bowstring prefabricated pedestrian bridge with weathering steel and mesh panel fencing. The abutments are to be placed outside the limits of the ultimate Parker Road.

A 14' x 10' concrete box culvert with a total of approximately 120 linear feet of wingwalls is planned to carry the trail as the trail crosses under and gains elevation.

The design will be based on the CDOT Bridge Design Manual and the 2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges with 2015 interims.

Stanley Consultants will perform the following activities as part of the preliminary design of the pedestrian bridge, culvert and retaining walls:

- Review geology report and foundation recommendations
- Define loading criteria - Maintenance vehicle loads
- Define clear structure width, railing and pedestrian screen heights
- Define pedestrian truss loads from suppliers
- Verify required vertical clearances



- Determine the abutment foundation alternatives. Consider piles, drilled caissons, and spread footings on GRS
- Determine foundation types and sizes for the culvert, wingwalls, and retaining walls
- Determine the necessary top and bottom of wall profiles
- Coordinate with the Town and the High Plains Trail Partners on structure enhancements, bridge lighting, railing and pedestrian screen details, maintenance issues (anti-graffiti measures)
- Update structure type selection report.
- Prepare general layout based on selected structure type
- Refine and tabulate estimated quantities and preliminary cost estimate

3.7 Cross Sections

Cross Sections will be developed by modeling the horizontal and vertical alignments using the typical sections for the project. Cross sections will be prepared at 50-foot increments as well as at any critical sections required for clarification or to control the work.

3.8 Opinion of Probable Construction Cost Estimate

Stanley Consultants, Inc. will prepare the opinion of probable construction cost for the 30% level design for the preliminary submittal.

3.9 QAQC

Stanley Consultants, Inc. will complete a quality control check for the preliminary design and review documents prior to submitting to the Town for the review.

3.10 Preliminary Design Review Meeting

Stanley Consultants, Inc. will provide an electronic pdf file of the 30% review plans to the Town of Parker and High Plains Trail Partners for distribution, review and comment. Stanley Consultants, Inc. will attend the design review meeting and prepare meeting minutes.

3.11 Changes to Address Preliminary Design Review Comments

Stanley Consultants, Inc. will address the design review meeting comments and make corrections to the plans and prepare the final preliminary design package. Deliverables for the final 30% design package will be 1 electronic pdf file and 1 set of 11 x 17 plans for the Town of Parker and High Plains Trail Partners.

The following are exclusions/clarifications for the 30% design level scope of services:

- Urban Design/Landscaping environmental, storm water management and drainage design are not included for this level of design.
- Construction Traffic Control will be required for Parker Road and for the interface of the existing trail. There will be no detailed design/plans completed at this level of design.



- Utility Relocation design work is not anticipated for this level of design.
- No project specifications will be prepared for preliminary design.
- The level of effort to address preliminary review comments will be up to 24 hours. It is assumed that the majority of the effort to address the preliminary review comments will be during the final design phase (future task order / contract).



High Plains Trail Over Parker Road - Segment I and II
Town of Parker

8/10/2018

										Stanley Totals			Subconsultants			TOTALS	Exhibit B Fee Schedule
TASK / DELIVERABLE										Professional Service Hours	Professional Service Fee	Other Direct Costs	Aztec Consultants, Inc.	Diversified Underground, Inc.	Vivid Engineering Group	Total Professional Service Fee and Other Direct Costs	
SCOPE OF WORK		Mariavetta Hartwig, PE Transportation Group Manager	Chris Tappin, PE Task Mgr / Principal Structural Engineer	Heather Reed, PE Structural Project Engineer II	Inna Puskharova, PE Structural Project Engineer I	Dave Dyer QA/QC Manager	Ryan Hudson Senior Designer II	Eric Ling Senior Designer I	Kelly Clark Project Coordinator								
	TASK 1 - PROJECT COORDINATION	\$225	\$190	\$123	\$105	\$175	\$130	\$115	\$80								
	1.1 Project Management	10							12	22	\$3,210	\$ -					\$ 3,210
	1.2 Project Coordination Meetings/Conceptual Review Meeting	16							4	20	\$3,920	\$ 75					\$ 3,995
	TASK 2 - DATA COLLECTION																
	2.1 Surveying / Mapping					1	4			5	\$695		\$ 14,525				\$ 15,220
	2.2 Geotechnical									0	\$0	\$ -			\$ 14,750	\$ 14,750	
	TASK 3 - PRELIMINARY DESIGN (30% Level Design)																
	3.1 Title Sheet, Standard Plans, General Notes and Typical Sections	1					8			0	\$1,265	\$ -					\$ 1,265
	3.2 Tabulation of Quantities/Summary of Approximate Quantities						8			8	\$1,040	\$ -					\$ 1,040
	3.3 Trail Plans and Profiles/Details	2					40			42	\$5,650	\$ -					\$ 5,650
	3.4 Geotechnical									0	\$0	\$ -					\$ -
	3.5 Utility Coordination																
	3.5.1 Utility Coordination	1				2		4		7	\$1,035	\$ -					\$ 1,035
	3.5.2 Utility Potholing					1	2			3	\$435	\$ -		\$ 4,250			\$ 4,685
	3.5.3 Incorporation of Utility Potholing Information into Plans						3			3	\$390	\$ -					\$ 390
	3.6 Pedestrian Bridge, Concrete Box Culvert Underpass and Associated Retaining Walls Design	8	62	60			16			150	\$17,908	\$ -					\$ 17,908
	3.7 Cross Sections	1				2	2			16	\$2,080	\$ -					\$ 2,080
	3.8 Option of Probable Construction Cost Estimate	2				8				5	\$635	\$ -					\$ 635
	3.9 QA/QC	2								10	\$1,850	\$ -					\$ 1,850
	3.10 Preliminary Design Review Meeting	4		3					1	8	\$1,349	\$ 25					\$ 1,374
	3.11 Changes to Address Preliminary Design Review Comments	2		8	4	2	8			24	\$3,244	\$ -					\$ 3,244
		39	8	93	64	16	91	4	17	332	\$ 44,904	\$ 100	\$ 14,525	\$ 4,250	\$ 14,750	\$ 78,529	
ADDITIONAL SERVICE OPTION																	
Boring Pedestrian Bridge Foundations (Median/Bent Area)															\$ 5,050	\$5,050	

EXHIBIT F

Special Provisions Required by C.R.S. § 8-17.5-102

A. Certification. By entering into this Agreement, Contractor hereby confirms that, at the time of this certification, it does not knowingly employ or contract with an illegal alien to perform work under this Agreement and that Contractor has participated or attempted to participate in the E-Verify Program administered by the U.S. Department of Homeland Security (the "E-Verify Program") or the employment verification program administered by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program") in order to verify that it does not employ any illegal aliens.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor who fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Confirmation.

1. Contractor has confirmed through participation in either the E-Verify Program or the Department Program that Contractor does not employ any illegal aliens. If the Contractor chooses to use the Department Program, the Contractor shall comply with all applicable requirements of C.R.S. § 8-17.5-102(5)(c) and complete and submit a "Notice of Participation in the Department Program for Public Contracts for Services" to the Colorado Department of Labor and Employment ("CDLE") and distribute said notice to the Town. Pursuant to C.R.S. § 8-17.5-102(c)(II), Contractor hereby agrees that within twenty (20) days after hiring an employee who is newly hired to perform work under this Agreement, Contractor shall affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and has not altered or falsified the identification documents for such employee. Such affirmation shall be provided to CDLE and the Town.

2. Contractor shall not use E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5) to ensure that Contractor is complying with the terms of this Agreement.



Request for Town Council Action

Date: December 3, 2018

Submitted By: Tom Williams, Director Eng/PW
Tyler Sandt, Development Review Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.82 - Second Reading**
A Bill for an Ordinance to Repeal in its Entirety and Readopt
Section 7.02.100 of the Parker Municipal Code Concerning
Residential On-Street Parking Permits and Fees

Department: **Engineering and Public Works, Tom Williams**
Engineering and Public Works, Tyler Sandt

EXECUTIVE SUMMARY

This item accompanies an ordinance to repeal in its entirety and readopt Section 7.02.100 of the Parker Municipal Code concerning residential on-street parking permits and fees.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In recent years, The Town has received citizen feedback regarding regular on-street parking shortages in areas adjacent to high-traffic generators. Council has requested that staff analyze a potential residential parking permit policy that could be adopted into the Municipal Code. The procedures and standards associated with the proposed code are described below.

Once a complaint has been filed with the Public Works and Engineering Department, staff will verify that a parking issue is present. This proposed ordinance would require that 70% of all on-street parking stalls be occupied, for more than two hours per day, at least three days per week. After a parking issue is identified, the Public Works and Engineering Department will analyze and determine the limits of the proposed permit parking area and bring their findings before Town Council at a study session. Parking area limits will be intended to alleviate on-street parking congestion while not simply pushing the problem elsewhere. Restricted parking

zones will be limited to single-family residential areas, and established in accordance with the standards described in the proposed ordinance.

Town Council may then direct staff to proceed with public outreach. A mailer and ballot will be sent to affected residents to determine the level of community support for permit-restricted parking. The proposed ordinance requires a 70% in-favor vote from the residents within the proposed parking restricted area for consideration by Town Council.

If the results of the public outreach come back in favor of permit-restricted parking, staff will prepare a resolution that includes an exhibit defining the limits of the permit parking area.

The resolution, which will include the proposed restrictions, will be presented to Town Council at a Public Hearing. If the resolution is adopted, an additional mailer will be sent out to residents within and adjacent to the permit parking area concerning the issuance of parking permits. If necessary, adopted permit parking areas can be administratively expanded by no more than one(1) block or 300 feet of the original area with approval from the Town Administrator.

The proposed policy includes a charge \$20 per permit. These permits would be renewed biannually and each residence would be limited to three permits.

FINANCIAL IMPACT

The costs associated with administering and regulating the residential parking permits will be shared by the Public Works/Engineering Department and the Police Department. The Public Works/Engineering Department will incur the cost of producing and sending out mailers with voting ballots as well as the installation and maintenance of the restricted parking signs. The Police Department will bear the costs of ordering, administering, and regulating the parking permits.

It is anticipated that the initial cost for each permit area will be between \$5000 and \$8000, depending on the size of the restricted parking area. There will also be long-term cost to the Town for enforcement, administration, and sign maintenance.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.82

RECOMMENDED MOTION

I move to approve Ordinance No. 5.82 on second reading.

ORDINANCE NO. 5.82, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO REPEAL IN ITS ENTIRETY AND READOPT SECTION 7.02.100 OF THE PARKER MUNICIPAL CODE CONCERNING RESIDENTIAL ON-STREET PARKING PERMITS AND FEES

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

Section 1. Section 7.02.100 of the Parker Municipal Code is repealed in its entirety and readopted to read as follows:

7.02.100 Residential on-street parking permits and fees.

(a) Definitions. The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Director of Engineering means the Town's Director of Engineering/Public Works or the Director's authorized designee.

Guest means a person who, with the permittee's permission, is received at or enters the permittee's residential dwelling.

Property owner means the owner of record of a property containing a single-family residential dwelling.

Resident means a person who occupies a single-family residential dwelling within the restricted parking area and who, for example, by purchase or lease of such dwelling, manifests an intent to maintain an ongoing presence at such dwelling.

Special generator means a nonresidential land use or activity that causes or may cause safety and vehicular congestion problems in a single-family residential area, due to the excessive use of Town streets for the parking of vehicles that would otherwise be accommodated on the premises of the special generator.

(b) Designation of restricted parking area.

(1) Any property owner may file a request with the Director of Engineering to designate a restricted parking area when a special generator causes safety and vehicular congestion problems in a single-family residential area, due to the excessive use of Town streets for the parking of vehicles that would otherwise be accommodated on the premises of such special generator. Requests for a

proposed restricted parking area shall be considered in accordance with this Section no more than once every two (2) years for each such proposed area.

(2) The Director of Engineering shall review the request and determine the boundaries of the proposed restricted parking area, subject to the requirements in Paragraph (b)(4) below. Upon the determination of the Director of Engineering to proceed with consideration of a proposed restricted parking area, the Director of Engineering shall provide notice to the property owners within the proposed restricted parking area, at the addresses shown in the county assessor's property records. Such notice shall contain a map showing the proposed boundaries of the restricted parking area, the proposed time restrictions, a request for property owner consent to the designation of the proposed restricted parking area and the date by which such consent must be returned to the Town. Such notice shall be delivered by regular mail.

(3) Upon receipt of the consent of at least seventy percent (70%) of the property owners within the proposed restricted parking area, the Director of Engineering shall present the findings to the Town Council for consideration at a public hearing on the designation of the proposed restricted parking area.

(4) Town Council may, by resolution, designate certain areas as subject to permitted parking restrictions, subject to the following requirements:

a. The restricted parking area must be located no more than one thousand five hundred (1,500) feet from the property line of the special generator.

b. The Chief of Police has determined that a consistent parking shortage within the restricted parking area exists due to the special generator. For purposes of this Paragraph, a consistent parking shortage shall exist if seventy percent (70%) of available on-street parking spaces, in front of five (5) or more homes, are occupied for at least two (2) hours per day, three (3) days per week.

c. Multiple parking complaints or violations within the restricted parking area have been received by the Town within the last twelve (12) months.

d. Restricted parking areas shall not be permitted on collector or arterial roads and shall only be permitted on residential local streets with single-family driveway access.

e. Restricted parking areas must contain entire block lengths or terminate at an intersection.

f. A street or cul-de-sac with less than ten (10) residential dwellings shall not qualify for restricted parking, unless the area is extended to include additional adjacent streets.

g. Seventy percent (70%) of the property owners within the restricted parking area have consented to the restricted parking area.

h. The restricted parking area shall not be located in a subdivision that had previously enacted regulations or restrictive covenants that prohibit the parking of vehicles within such subdivision, in accordance with Subsection 10.01.070(b) of this Chapter.

(5) Minor amendments of no more than one (1) block or three hundred (300) feet in extent may be authorized by the Director of Engineering. Any such amendment shall not become effective until written notice to the Town Council that the consent of seventy percent (70%) of the property owners in the amended restricted parking area has been received by the Director of Engineering. Such consent shall be obtained in the same manner as provided in Paragraph (b)(2) above.

(6) Upon adoption of a resolution by Town Council designating a restricted parking area and/or approval of a minor amendment to such restricted parking area, the Director of Engineering shall cause notice of the designation of the restricted parking area, the proposed time restrictions, and information concerning the cost and availability of permits to be mailed to property owners and residents within, and adjacent to, the designated restricted parking area. Such notice shall be delivered by regular mail to the property owners at the addresses shown in the county assessor's property records and to the residents at the street addresses within, and adjacent to, the designated restricted parking area.

(c) Signs. The Director of Engineering shall cause signs to be erected designating the restricted parking area. The signs shall describe that parking is prohibited during specified days and times, unless an authorized permit is displayed in the parked vehicle.

(d) Permits. The Chief of Police, or designee, shall issue parking permits to eligible property owners and residents within the restricted parking area. No more than three (3) permits shall be issued per property address. The permits shall only be for the use of property owners, residents and their guests, and allow parking within the designated areas during the restricted times. The permits shall be valid for two (2) years, beginning January 1 of the year in which the resolution designating the restricted parking area is adopted. A biannual fee of twenty dollars (\$20.00), prorated quarterly, shall be charged for each permit issued for a vehicle when proof of ownership or residence in the designated restricted parking area is demonstrated.

(e) Permit required. It shall be unlawful for any person to park on the streets within the designated areas during the restricted days and times, unless such person is an authorized permittee or guest of such permittee, and a valid permit has been issued by the Town and displayed in such parked vehicle or such vehicle is actively

engaged in rendering services in the immediate area. In any prosecution of this Section, evidence that the vehicle described in the complaint was parked in violation of this Section, together with evidence that the defendant named in the complaint was at such time the registered owner of the vehicle, shall constitute prima facie evidence that the defendant was the person who parked, or knowingly permitted to be parked, such unattended vehicle at the place where and for the date and time when such violation occurred.

(f) Permit restrictions. Permittees shall not assign, transfer, or convey or otherwise allow unauthorized third parties to hold or use a permit. The Town Administrator, or designee, may, upon notice to the permittee, suspend or revoke a permit for failure to comply with the terms and conditions of this Subsection.

(g) Violations; penalty. Any person who violates the provisions of Subsection (e) above shall upon conviction be punished by a fine of fifty dollars (\$50.00).

(h) Removal of designation of restricted parking area. The Director of Engineering may recommend removal of the designation of a restricted parking area upon determination that the special generator no longer causes safety and vehicular congestion problems in the area, resulting in the excessive use of Town streets for the parking of vehicles. The Director of Engineering shall present the findings and recommendation to the Town Council for consideration at a public hearing on the removal of the designation of the restricted parking area. The Director of Engineering shall provide written notice of the public hearing to the property owners within the restricted parking area, at the addresses shown in the county assessor's property records. Such notice shall be sent, by regular mail, at least ten (10) days prior to the date of the public hearing. The Town Council may remove any area previously designated as a restricted parking area by resolution.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: December 3, 2018

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.525 - Second Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2018 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2019 Budget Year

Department: Finance, Mary Lou Brown

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2018, in order to collect property taxes for the 2019 budget year.

STAFF RECOMMENDATION

BACKGROUND/DISCUSSION

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2018) and next year (2019).

2018 Budget Year

Assessed Valuation	\$770,537,320
Mill Levy	2.602
Property Tax Revenue	\$2,004,938

2019 Budget Year

Assessed Valuation	\$782,285,112
Mill Levy	2.602
Property Tax Revenue	\$2,035,506

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of

the citizens; therefore, we will continue to use the rate of 2.602 mills.

The amount of property tax an owner of a home with an actual value of \$300,000 would have to pay the Town of Parker is approximately \$780 per year.

FINANCIAL IMPACT

The budgeted property tax revenue for 2019 is \$2,010,000.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.525

RECOMMENDED MOTION

I move to approve Ordinance No. 1.525 on second reading.

ORDINANCE NO. 1.525, Series of 2018

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2018 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2019 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on November 19, 2018;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,010,000;

WHEREAS, the 2018 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$782,285,112;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2018 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2018, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2018 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2018.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2018. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney