

TOWN OF PARKER COUNCIL AGENDA

May 6, 2019

Notes:

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

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

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

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

2. SPECIAL PRESENTATIONS

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

5. PUBLIC COMMENTS 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. *APPROVAL OF MINUTES - April 15, 2019*

B. *ORDINANCE NO. 3.342 - First Reading*
A Bill for an Ordinance to Amend Sections 13.07.080, 13.07.090, 13.07.100 and 13.10.230 of the Parker Municipal Code Concerning Mylar Copies

Department: Community Development, Bryce Matthews

Second Reading: May 20, 2019

- C. *ORDINANCE NO. 1.532 - First Reading*
A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District at the Stroh Soccer Park
Department: Engineering and Public Works, Chris Hudson
Second Reading: May 20, 2019
- D. *ORDINANCE NO. 8.28.8 - First Reading*
A Bill for an Ordinance to Amend Section 4.03.030 of the Parker Municipal Code Concerning Sales and Use Tax
Department: Finance, Mary Lou Brown
Town Attorney, Kristin Schledorn
Second Reading: May 20, 2019
- E. *RESOLUTION NO. 19-024*
A Resolution to Amend Resolution No. 18-054, Series of 2018, Concerning the Town of Parker Policy Manual
Department: Town Attorney, Kristin Schledorn
- F. *PROCLAMATION - National Public Works Week 2019 - May 19 - 25*
Department: Town Council
- G. *PROCLAMATION - Building Department -- May 2019*
Department: Town Council
- H. *PROCLAMATION - Municipal Clerk Week - May 5 - 11*
Department: Town Council
- I. *CONTRACTS OVER \$100,000*
1. *Professional Services Agreement for H2O'Brien Renovation Project*
Amount: \$242,920.00
Contractor: Barker Rinker Seacat Architecture
Department: Engineering/Public Works, Bob Exstrom

2. *Agreement for the Purchase, Delivery, Use and Support of Products and Services for Body Worn, Fleet Vehicle, and Interview Room Camera Systems*

Amount: \$923,974.44

Contractor: Axon Enterprises, Inc.

Department: Police, Ron Combs

8. **PUBLIC HEARINGS**

A. **PARKER PLAZA SHOPPING CENTER - Rezoning**

Department: Community Development, Carolyn Parkinson

TRAKiT No.: Z18-014

1. **ORDINANCE NO. 3.341 - Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Plaza Property from C-Commercial District to Parker Plaza Shopping Center Planned Development Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

B. **SUNMARKE Planned Development - Rezoning**

Applicant: Jerry Richmond III, RainTree Investment Corporation

Department: Community Development, Paul Workman

TRAKiT No.: Z18-018

1. **ORDINANCE NO. 3.209.4 - Second Reading**
A Bill for an Ordinance to Amend the Sunmarke PD Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
2. **Sketch Plan and Preliminary Plan**

9. RESOLUTIONS

A. HESS RANCH

1. RESOLUTION NO. 19-028

A Resolution to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Hess Ranch Property Until Those Segments are Ready for Development

**Department: Community Development, John Fussa
Engineering/Public Works, Tom Williams**

2. Lemon Gulch Contribution Agreement

B. RESOLUTION NO. 19-025

A Resolution to Approve the Model Single District and Multiple District Service Plans and Model Intergovernmental Agreement Form

Department: Town Attorney, Kristin Schledorn

10. ORDINANCES

A. PUBLIC CONSUMPTION OF ALCOHOL IN PARKS

Department: Town Attorney, Kristin Schledorn

1. ORDINANCE NO. 5.28.24 - Second Reading

A Bill for an Ordinance to Amend Section 8.08.010 of the Parker Municipal Code to Allow the Public Consumption of Alcohol in Designated Public Places Within the Town of Parker

2. ORDINANCE NO. 12.03.5 - Second Reading

A Bill for an Ordinance to Amend Section 12.02.200 of the Parker Municipal Code to Allow the Public Consumption of Alcohol in Designated Public Places Within the Town of Parker

3. RESOLUTION NO. 19-026

A Resolution Authorizing the Possession and Consumption of Alcoholic Beverages in Discovery Park, Subject to Certain Conditions

B. ORDINANCE NO. 1.530-B - Third Reading

A Bill for an Ordinance Submitting Eight Ballot Questions to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election to Amend the Town of Parker Home Rule Charter

Department: Town Attorney, Kristin Schledorn

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

May 6, 2019

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

1. Proposed Intergovernmental Agreement with Douglas County concerning Dransfeldt Road Extension

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

2. Colorado Revised Statute 18-12-106 (1)(d) Prohibited Use of Weapons and Colorado Revised Statute 42-4-1301 (1)(a)(b) Driving Under the Influence – Driving While Impaired

3. Chapter 4.07 of the Parker Municipal Code concerning excise tax

4. Parker Automotive PD Guide and Plan concerning real property commonly known as the Eisenberg Property

5. Listing agreement for Town properties between Navpoint Real Estate Group and the Town (My Mainstreet)

**TOWN OF PARKER COUNCIL
MINUTES
APRIL 15, 2019**

Mayor Mike Waid called the Town Council and Parker Authority for Reinvestment (PAR) meeting to order at 5:33 P.M. All Town Council and Authority Members were present.

Town Attorney Jim Maloney announced that there was one item for the Combined Executive Session under C.R.S. § 24-6-402(4)(e) concerning Listing Agreement for Town properties between Navpoint Real Estate Group and the Town (My Mainstreet) and there were two (2) items for the Town Council Executive Session under C.R.S. § 24-6-402(4)(b) there was one (1) item concerning C.R.S. 1-45-101, et seq. (Fair Campaign Practices Act) and the second was concerning Section 13.01.100 of the Parker Municipal Code (waivers and amendments).

EXECUTIVE SESSION

Joshua Rivero moved and John Diak seconded to go into the Combined Executive Session to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Renee Williams moved and Joshua Rivero seconded to come out of the Combined Executive Session and recess the PAR meeting at 6:03 P.M.

The motion was approved unanimously.

Joshua Rivero moved and Renee Williams seconded the motion to go into the Town of Parker Executive Session at 6:05 P.M. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Joshua Rivero moved and Renee Williams seconded to come out of the Town of Parker Executive Session at 6:27 P.M.

The motion was approved unanimously.

Renee Williams moved and Debbie Lewis seconded to recess the Town Council meeting at 6:27 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:02 P.M.

Students from Frontier Valley 3rd Grade led the Town Council and audience in the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Legend High School - Sources of Strength Presentation

Prevention Team from Douglas County and students from Legend High School explained Sources of Strength and how the schools and community come together to spread hope, help and strength into every corner of the community to use their voice to break the silence when someone is struggling, and to connect them to the help they need and deserve.

Frontier Valley 3rd Grade Battle of the Books Team Recognition

Third Grade Team from Frontier Valley Elementary School were presented with a certificate of recognition for their participation in the 3rd Grade Battle of the Books.

PARKER CHAMBER OF COMMERCE UPDATES

There were none.

PUBLIC COMMENTS

The following individuals spoke on various subjects:

- * Gwen Wilhelm, - 20018 Briarwood Ct., concerns with gas station on Pine Dr., land in front of the PACE Center, land by Discovery Park, Light on Pine Drive
- * Gene Gregory - Donated \$250 to Sources of Strength
- * Scott McQueen, owner of Pine Tree Jewelers - Two-hour parking on Pikes Peak Dr. Enforcement is needed because cars are parked more than 2 hours.
- * Josh Martin - 21777 Unbridled Ave., thanked Town and PAR Attorneys and staff for work on the lawsuit with South Metro Fire.

The following individuals spoke concerning Prairie Dogs:

- * Mark Snyder, Jr. - 12918 Ironstone Way #304, Parker, CO
- * Travis Dieringer - Saddle Creek Trail (unincorporated Douglas County)
- * Kenneth Ramsey - 3862 Elm Ave. (unincorporated Douglas County)
- * Deanna Meyer - 1680 N. Hwy 67, Sedalia, CO
- * Jillian Bernoski - 17525 Wilde Ave. #208 (unincorporated Douglas County)
- * Michaelle Hinerman - 5318 S. Telluride Way, Centennial, CO
- * Amanda Steinhauser - 9157 Buyou Gulch Rd. (unincorporated Douglas County)
- * Christine Horowitz - 6175 Massive Peak Cir., Castle Rock

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Councilmembers reported on meetings they attended since the last Council meeting.

CONSENT AGENDA

- A. APPROVAL OF MINUTES - April 1, 2019
- B. AMENDMENT NO. 1 BANK OF THE WEST, D/B/A NETAPP CAPITAL SOLUTIONS
Department: Finance, Traci Gorman
Information and Technology, Mike Aggson
- C. ORDINANCE NO. 3.209.4 - First Reading
A Bill for an Ordinance to Amend the Sunmarke PD Development Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Paul Workman
Trakit No.: Z18-018
Second Reading: May 6, 2019
- D. ORDINANCE NO. 3.341 - First Reading
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Known as the Parker Plaza Property from C-Commercial District to Parker Plaza Shopping Center Planned Development Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Carolyn Parkinson
TRAKiT No.: Z18-014
Second Reading: May 6, 2019
- E. ORDINANCE NO. 5.28.24 - First Reading
A Bill for an Ordinance to Amend Section 8.08.010 of the Parker Municipal Code to Allow the Public Consumption of Alcohol in Designated Public Places Within the Town of Parker
Department: Town Attorney, Kristin Schledorn
Second Reading: May 6, 2019
- F. ORDINANCE NO. 12.03.5 - First Reading
A Bill for an Ordinance to Amend Section 12.02.200 of the Parker Municipal Code to Allow the Public Consumption of Alcohol in Designated Public Places Within the Town of Parker
Department: Town Attorney, Kristin Schledorn
Second Reading: May 6, 2019

G. *RESOLUTION NO. 19-022*

A Resolution Directing Town of Parker Staff to Commence a Process with the Parker Authority For Reinvestment ("PAR") to Identify Public Improvements Including Streets, Roads, and Other Improvements Within the Town's Three Urban Renewal Areas to be Funded, in Whole or in Part, with Urban Renewal Bonds

Department: Community Development, Jason Rogers

H. *CONTRACTS OVER \$100,000*

1. *2019 Townwide Concrete Replacement Program (CIP 19-006)*

Amount: \$1,065,381.50

Contractor: Stone and Concrete, Inc.

Department: Engineering/Public Works, Danny Smith

2. *Hess Road - Country Meadows Commercial Traffic Signal (CIP 19-007)*

Amount: \$294,903.56

Contractor: TAT Construction

Department: Engineering/Public Works, Chris Hudson

3. *2019 Townwide Pavement Markings - Crosswalk/Symbols Project (CIP 19-012)*

Amount: \$149,794.00

Contractor: American Striping

Department: Engineering/Public Works, Dave Aden

Joshua Rivero moved and Debbie seconded to approve Consent Agenda Items 6A - 6H.

Cheryl Poage advised she wanted to remove an item so Joshua Rivero pulled this motion.

Cheryl Poage moved and Jeff Toborg seconded to remove Consent Agenda Item 6G.

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to approve Consent Agenda Items 6A - 6H except 6G.

The motion was approved unanimously.

Cheryl Poage stated she was not in favor of Resolution No. 19-022 (Item 6G).

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Item 6G.

The motion was approved 4 - 2. (Poage and Toborg voted no.)

TOWN ADMINISTRATOR REPORT

Mayor Waid advised that the Town Administrator's Spring 2019 Report was available on the Town's website.

PUBLIC HEARINGS**A. STROH ROAD - Annexation**

Department: Community Development, Carolyn Parkinson
Public Works, Chris Hudson

TRAKiT No.: ANX18-005

8:16 p.m.

The Town proposes to annex a portion of the Stroh Road Right-of-Way (ROW) located on the south side of the road between Motsenbocker Road And J Morgan Boulevard. This action will support the future widening of Stroh Road to meet the future transportation demand in this corridor. Stroh Road is planned to be widened from the current two-lane roadway to an arterial roadway with four (4) lanes and a center median. The schedule for construction is dependent upon future budget and appropriations, but is currently planned for construction within the next five (5) years.

A resolution is processed concurrently with the ordinance setting forth findings of fact and conclusion as to the eligibility of annexation.

Public Comment - None

The Public Hearing was closed at 8:19 p.m.

1. RESOLUTION NO. 19-021

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

Cheryl Poage moved to approve Resolution No. 19-021.

Joshua Rivero seconded the motion.

The motion was approved unanimously.

2. ORDINANCE NO. 2.266 - Second Reading

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

Renee Williams moved to approve Ordinance No. 2.266 on second reading.

John Diak seconded the motion.

The motion was approved unanimously.

B. PARKER PREMISE WAREHOUSE - Rezoning

Department: Community Development, Stacey Nerger
Location: Generally located South of Longs Way between Dransfeldt Road and Twenty Mile Road
TRAKiT No.: Z18-003

8:21 P.M.

The subject property which is located on Longs Way contains the Parker Premise Warehouse, which was originally approved for mini-warehouse or self-storage use consistent with the adopted Clarke Planned Development (PD) zoning in 2005. For the past several years, a number of owners of storage units have operated active business uses in violation of the Town site plan approval and zoning. As a result, the Town has sought compliance with the approved site plan and zoning through Municipal Court. The proposed rezoning application is intended to resolve the violation by allowing active business uses on the property in three (3) buildings. The proposed rezoning meets the nine criteria noted in the staff report.

Applicant

Tom Clark, 11280 Glenmoor Circle, advised that the owners are ready to correct the issues and was available for questions.

Public Comment - None

The Public Hearing was closed at 8:30 P.M.

1. ORDINANCE NO. 3.340 - Second Reading

A Bill for an Ordinance Rezoning Certain Property Commonly Known as the Parker Premise Warehouse Property from Clarke Property PD Development Guide and Plan to Parker Premise Planned Development, Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Debbie Lewis moved to approve Ordinance No. 3.340 on second reading.

Renee William seconded the motion.

The motion was approved unanimously.

2. ORDINANCE NO. 3.41.3 - Second Reading**A Bill for an Ordinance Amending Ordinance No. 3.41 by the Deletion of Certain Property from the Planned Development Zoned Area Known as the Clarke Property Development Guide and Plan**

Debbie Lewis moved to approve Ordinance No. 3.41.3 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

RESOLUTIONS**RESOLUTION NO. 19-023**

A Resolution to Allow, Subject to the Satisfaction of Certain Conditions, a Partial Waiver to Defer Compliance with Certain Requirements of Sections 13.07.060 and 13.07.070 of the Parker Land Development Ordinance Associated with the Processing of the Sketch and Preliminary Plan for Certain Segments of the Real Property Commonly Known as the Anthology North Property Until Those Segments are Ready for Development

**Department: Community Development, John Fussa
 Engineering/Public Works, Tom Williams**

The Anthology North property is a 1,208 acre tract that is one of the last major development sites remaining in Parker. It is located in the southwest quadrant of Town south of Hess Road, west of Motsenbocker Road, east of Rueter-Hess Reservoir and north of Hess Ranch. The property owner and their development partner have indicated that they wish to begin the development of the site in 2019 on a phased basis.

The property owner and their development partner propose to initiate the phased development process by a subdivision plat of Anthology North into three (3) segments. To do so, they have requested a partial waiver of certain subdivision regulations in the Land Development Ordinance (LDO) pursuant to Section 13.01.100 (Partial Waiver). The Partial Waiver would require that the property owner and their development partner satisfy all LDO requirements but provide a deferral of certain subdivision regulations for: (1) the initial plat to create three segments, and (2) future phases beyond Segment 1. (Staff report is available in Community Development.)

Applicant

Bill E. Kyriagis gave a brief summary of the project and was available for questions. He stated that the build-out time is 10 to 15 years.

Public Comment - None

Joshua Rivero moved to approve Resolution No. 19-023.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

ORDINANCES

A. ORDINANCE NO. 1.289.5 - Second Reading

A Bill for an Ordinance to Approve the First Amendment to the Amended and Restated Cooperation Agreement Between the Town of Parker, Colorado, and the Parker Authority for Reinvestment for Administrative Services

**Department: Community Development, Jason Rogers
Town Attorney, Jim Maloney**

The Parker Authority for Reinvestment ("PAR") and the Town of Parker (the "Town") seek to amend the Amended and Restated Cooperation Agreement between the two (2) entities. This amendment comprehensively memorializes the relationship and clarifies various budget costs for the 2019 budget year. PAR and the Town have operated as two (2) separate entities through a Cooperative Agreement since August 21, 2006, which has subsequently been amended on three (3) occasions; once on June 4 2012 ("First Amendment"), again on March 17, 2014 (the "Second Amendment"), and again on May 15, 2017 (the "Third Amendment"). (Detailed information is available from Community Development.)

Public Comment - None

Joshua Rivero moved to approved Ordinance No. 1.289.5 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

B. ORDINANCE NO. 9.269.2 – Second Reading

A Bill for an Ordinance Approving the Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Lemon Gulch Downstream of Crowfoot Valley Road (Agreement No. 17-06.08B, Project No. 106741) By and Between Urban Drainage and Flood Control District and the Town of Parker

Department: Engineering/Public Works, Jacob James

The Town of Parker and Urban Drainage and Flood Control District received funds from Meritage Homes to design improvements to Lemon Gulch through the Meadowlark development. This satisfied the developer's obligation to design the major drainage improvements to Lemon Gulch through the development. The second part of the developer obligation is to fund the construction costs for the improvements to Lemon Gulch. Meritage Homes has provided the construction funds to the Town and through this IGA amendment, the Town will transfer the funds to Urban Drainage for construction.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.269.2 on second reading.

Renee Williams seconded the motion.

The motion was approved unanimously.

C. ORDINANCE NO. 1.529 - Second Reading

A Bill for an Ordinance Conveying Certain Real Property by Easement to Parker Water and Sanitation District for Lot 1, Salisbury Equestrian Park

Department: Engineering and Public Works, Alex Mestdagh
TRAKiT No.: Z19-009

This item accompanies an ordinance proposing to dedicate a waterline easement to Parker Water and Sanitation District (PWSD) over Town-owned property, Lot 1, Salisbury Equestrian Park. This easement has been requested to accommodate the installation of two additional waterlines that will increase service capacity from PWSD's Regional Wellhouse within Salisbury Park.

Public Comment - None

Renee Williams moved to approve Ordinance No. 1.529 on second reading.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

D. ORDINANCE NO. 1.530 - Second Reading

A Bill for an Ordinance Submitting Eight Ballot Questions to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election to Amend the Town of Parker Home Rule Charter

Department: Town Attorney, Kristin Schledorn

This ordinance submits eight (8) ballot questions to amend the Town of Parker Home Rule Charter, for the November 5, 2019, special election. Pursuant to Section 15.10, the Charter may be amended at any general or special election called for such purpose upon questions which may be submitted to the electors by a majority of the Town Council.

Ballot Questions 1-4

In 1995, Ordinance No. 1.81 called for a special election seeking approval for the Town to move from a "Strong Mayor" to a "Town Council-Town Administrator" form of government, which was subsequently approved by the Parker voters. Currently there are still several references in the Charter, subscribing duties and powers to the Mayor that are more appropriately delegated to the Town Administrator. To address these references in the Charter,

the first four ballot questions amend: (1) Section 4.6; (2) Sections 8.3(d) and (e); (3) Section 9.12; and (4) Sections 15.14 and 15.15.

Ballot Question 5

The fifth ballot question requires the Town Administrator, rather than the Town Council, prepare and approve the Town's personnel manual, subject to annual budgeting and appropriation.

Ballot Question 6

The Charter refers to the chief administrative officer of the Town as the "Town Administrator."

The sixth ballot question would revise all references in the Town Charter from "Town Administrator" to "Town Manager."

Ballot Question 7

Currently, the Charter requires the Planning Commission to review and approve plats. The seventh ballot question removes this requirement, which can then be directed by ordinance, rather than by Charter.

Ballot Question 8

Pursuant to Colorado Constitution Article XVIII, § 11, an elected official is limited to two consecutive terms. Voters of home rule municipalities may lengthen, shorten or eliminate this limitation. The eighth ballot question allows the Mayor and Town Councilmembers to serve three (3) consecutive four-year terms of office.

Public Comment

Kory Nelson, 21398 E. Wanderlust Ave., spoke for Jack Hilbert regarding term limits. Mr. Nelson stated that he would like to vote on the municipal judge and asked that it be put on the ballot.

Josh Martin, 21777 Unbridled Ave., stated it becomes about the person and not the office; he prefers 3 terms maximum for any seat.

Mike Roueche, 11425 E. Regency asked that it be effective after next year.

Town Council suggested removing Question 8 and discussing it further at the next Town Council Study Session.

Joshua Rivero moved to approve Ordinance No. 1.530 with the exception of Ballot Question 8

Renee Williams seconded the motion.

The motion was approved unanimously.

E. ORDINANCE NO. 1.531 - Second Reading
A Bill for an Ordinance Submitting a Ballot Question to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election Concerning Provision of High-Speed Internet Services, Telecommunication Services and/or Cable Television Services Within the Town of Parker

Department: Town Attorney, Kristin Schledorn

Pursuant to Senate Bill 152 (SB-152) local governments cannot provide subscribers with cable television service, telecommunications service or advanced service, which includes high-speed internet access, unless authorized by the voters. This ordinance submits an election question to override the provisions of SB-152, for the November 5, 2019, special election.

Public Comment - None

Renee Williams moved to approve Ordinance No. 1.531 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 9:22 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: May 6, 2019

Submitted By: Bryce Matthews, Planning Manager
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.342 - First Reading**
A Bill for an Ordinance to Amend Sections 13.07.080,
13.07.090, 13.07.100 and 13.10.230 of the Parker Municipal
Code Concerning Mylar Copies

Department: Community Development, Bryce
Matthews

Second Reading: May 20, 2019

EXECUTIVE SUMMARY

The Parker Land Development Ordinance (LDO) requires applicants to provide the Town with two (2) plat mylars after the approval of subdivision and condominium plats. Staff records one (1) plat mylar with Douglas County and retains one (1) plat mylar for Town records.

The proposed LDO amendment changes the number of required plat mylars from two (2) to one (1). This change will eliminate the need for the Town to store plat mylars thus freeing up space. Applicants will provide the Town with a digital version of the plat mylar that will be stored electronically.

On April 11, 2019, the Planning Commission unanimously recommended Town Council approve Ordinance No. 3.342.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parker LDO requires the submittal of two (2) photographic mylar copies of final plats, minor development plats and condominium plats. Mylars are legal plat documents printed on a thin plastic sheet and are used for long-term record keeping. The Town has limited storage space and little need for hardcopy mylars because the Town has transitioned to digital platforms for

applications/permitting and record-keeping in the past few years.

The LDO amendment will still require applicants to provide the Town with one (1) plat mylar for recordation with the Douglas County Clerk and Recorder. The proposed amendment also revises those sections of the LDO describing paper documents because they are no longer needed with the transition to digital platforms for applications/permitting and record-keeping.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance 3.342 Redline

RECOMMENDED MOTION

I move to approve Ordinance No. 3.342 on first reading and to schedule second reading for May 20, 2019, as part of the consent agenda.

ORDINANCE NO. 3.342, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.07.080, 13.07.090, 13.07.100 AND 13.10.230 OF THE PARKER MUNICIPAL CODE CONCERNING MYLAR COPIES

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

Section 1. Section 13.07.080, Subsection (c), of the Parker Municipal Code is amended to read as follows:

13.07.080 Final plat.

* * *

(c) Review process.

(1) The applicant shall submit ~~one (1) copy of~~ a complete application to the Planning Department.

* * *

(3) Once the submittal is determined complete, staff will notify the applicant of the ~~number of copies of the final plat required for distribution to the Director of Engineering, appropriate water and sanitation districts, Town Department of Engineering and other referral agencies as determined by the Planning Department. Referral packets, with all exhibits folded to 9" x 12", shall be provided by the applicant to the Planning Department application fees. Once the application fees have been paid,~~ Planning staff shall distribute electronically the agency referrals ~~packets~~. The applicant shall ~~distribute~~ submit any revised plans, as required by staff.

* * *

(5) The staff planner shall notify the applicant of the date and time of the scheduled meeting and will prepare a staff report for the Planning Director and Director of Engineering. The applicant shall submit ~~two (2) one (1)~~ photographic Mylar ~~copies~~ copy (Fix-line, emulsion down) of the final plat ready for recordation (except for Town signatures) and a signed subdivision agreement to the Planning Department prior to the scheduled meeting. All signatures on the plat shall be in indelible, black ink. The subdivision agreement shall be approved by the Town Attorney prior to final plat approval. Construction plans and cost estimates for public improvements, if any, shall be approved prior to final plat approval.

Section 2. Section 13.07.090, Subsections (c) and (i), of the Parker Municipal Code is amended to read as follows:

13.07.090 Minor development—single-family residential.

* * *

(c) Review process.

(1) The applicant shall submit ~~one (1) copy of~~ a complete application to the Planning Department.

* * *

(3) Once the submittal is determined complete, staff will notify the applicant of the ~~number of copies of the minor development plat required for distribution to referral agencies. Referral packets, with all plan exhibits folded to 9" x 12", shall be provided by the applicant to the Planning Department application fees. Once the required fees have been paid,~~ Planning staff shall electronically distribute the agency referrals ~~packets~~. The applicant shall ~~distribute-submit~~ any revised plans, as required by staff.

* * *

(i) Recordation procedure.

* * *

(2) Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: ~~two (2)~~ one (1) photographic Mylar ~~copies-copy~~ (Fix-line, emulsion down) of the approved minor development plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

* * *

Section 3. Section 13.07.100, Subsections (c) and (i), of the Parker Municipal Code is amended to read as follows:

13.07.100 Minor development—nonresidential and multiple-family.

* * *

(c) Review process.

(1) The applicant shall submit ~~one (1) copy of~~ a complete application to the Planning Department.

* * *

(3) Once the submittal is determined complete, staff will notify the applicant of the ~~number of copies of the minor development plat required for distribution to referral agencies. Referral packets, with plan exhibits folded to 9" x 12", shall be provided by the applicant to the Planning Department application fees. Once the required application fees have been paid,~~ Planning staff shall electronically distribute the agency referrals ~~s-packets~~. The applicant shall distribute-submit any revised plans as required by staff.

* * *

(i) Recordation procedure.

* * *

(2) Within ninety (90) days of approval of the minor development plat, unless stated otherwise in such approval, the applicant shall submit: ~~two (2)~~ one (1) photographic Mylar ~~copies-copy~~ (Fix-line, emulsion down) of the approved final plat, amended, if necessary, and ready for recordation (except for Town signatures), all required documentation not previously submitted, and all mapping and recordation fees to the Planning Department. The applicant shall also provide appropriate security in accordance with Paragraph 13.07.150(b)(1) of this Chapter to cover the cost of construction of the public improvements in accordance with the requirements of the subdivision agreement.

* * *

Section 4. Section 13.10.230, Subsections (d) and (g), of the Parker Municipal Code is amended to read as follows:

13.10.230 Condominium unit map procedures and requirements.

(d) Review process.

(1) The applicant shall submit ~~one (1) copy of~~ a complete application to the Planning Department.

* * *

(3) Once the submittal is determined complete, staff will notify the applicant of the ~~number of additional copies of the condominium unit map~~

required ~~for distribution. Referral packets, with all exhibits folded to 9" x 12", shall be provided by the applicant to the Planning Department application fees. Once the required application fees have been paid,~~ Planning staff shall electronically distribute the ~~packets to agency referrals agencies.~~ Agencies shall have twenty (20) business days to respond.

* * *

(5) After approval of all documents by the appropriate entity and after all requirements of this Section have been met, the applicant shall submit ~~two (2)~~ one (1) photographic Mylar ~~copies-copy~~ (Fix-line, emulsion down) of the condominium unit map ready for recordation (except for Town signatures). All signatures on the condominium unit map shall be in indelible, black ink.

* * *

(g) Recordation procedure. Within thirty (30) days of receipt of the Mylar ~~copies-copy~~ (Fix-line, emulsion down) of the condominium unit map ready for recordation, all required documentation not previously submitted, and all mapping and recordation fees, the staff planner shall obtain all Town signatures, as required, and record the condominium unit map and all related documents.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: May 6, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.532 - First Reading**
A Bill for an Ordinance Conveying Certain Real Property by
Easement to Parker Water and Sanitation District at the
Stroh Soccer Park

Department: Engineering and Public Works, Chris Hudson

Second Reading: May 20, 2019

EXECUTIVE SUMMARY

This item is associated with an ordinance to dedicate a sanitary sewer easement to the Parker Water and Sanitation District (PWSD) over Town owned property at the Stroh Soccer Park. This easement has been requested for sanitary sewer infrastructure necessary to serve future development south of Stroh Road.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Town Council approved Ordinance 9.150 in 2008 and Ordinance 1.354 in 2009 related to PWSD easements for sanitary sewer and water lines to be constructed on the west side of Cherry Creek to support the Rueter-Hess Reservoir. In 2009, PWSD constructed these improvements which included "most" of the sanitary sewer lines needed to support development south of Stroh Road. PWSD's contractor attempted to directionally bore the proposed sewer line under Stroh Road just west of Cherry Creek but twice hit obstructions at different locations. The proposed sanitary sewer line connection under Stroh Road was not completed in 2009 due to the cost implications and was postponed due to the economic downturn and stagnation in development.

There is now active development occurring south of Stroh Road including the Trails at Crowfoot and Meadowlark development projects in the Town. These planned developments will result in residential development occurring in the southern portion of the PWSD service

area later this year. This will result in the need to complete the sanitary sewer line connection under Stroh Road that was abandoned ten (10) years earlier. PWSD has engaged a consultant to redesign this sanitary sewer connection to avoid the previous conflicts in 2009. As part of the redesign, the sanitary sewer line crossing will need to be moved several hundred feet west of the planned 2009 location and requires additional easement area.

The easement would grant a 30-foot wide non-exclusive easement to PWSD to install this necessary sanitary sewer connection. PWSD is scheduling to complete this work during the summer of 2019 when there is a "break" in the use of Stroh Soccer Park. In addition, the PWSD needs a Temporary Construction Easement (TCE) to complete this construction. The areas covered by these easements are denoted on the attached vicinity map. Since the TCE is not a conveyance of permanent property, it does not require approval by Town Council by ordinance. PWSD will be required to restore all areas disturbed by the construction, including impacts to the parking lot, sidewalk and the soccer field.

FINANCIAL IMPACT

None. The proposed easement is part of an on-going easement and right-of-way exchange between the Town and PWSD.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map-PWSD Easement at Stroh Soccer Park
2. Ordinance No. 1.532

RECOMMENDED MOTION

I move to approve Ordinance No. 1.532 on first reading and to schedule second reading for May 20, 2019, as part of the consent agenda.

PWSD Easements at Stroh Soccer Park Vicinity Map



ORDINANCE NO. 1.532, Series of 2019

TITLE: A BILL FOR AN ORDINANCE CONVEYING CERTAIN REAL PROPERTY BY EASEMENT TO PARKER WATER AND SANITATION DISTRICT AT THE STROH SOCCER PARK

WHEREAS, the Town Council of the Town of Parker desires to convey certain real property to Parker Water and Sanitation District at the Stroh Soccer Park; and

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

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

Section 1. The Town Council of the Town of Parker hereby approves the Easement Agreement by the Town of Parker conveying certain property to Parker Water and Sanitation District at the Stroh Soccer Park, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to execute the Easement Agreement on behalf of the Town.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is dated this ____ day of _____, 2019, by THE TOWN OF PARKER, COLORADO (hereafter referred to as "Grantor"), having an address at 20120 E. Mainstreet, Parker, Colorado 80138, and THE PARKER WATER AND SANITATION DISTRICT (hereafter referred to as "Grantee"), a Colorado special district and political subdivision, having an address at 18100 E. Woodman Drive, Parker, Colorado 80134.

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

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

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a nonexclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer line required by Grantee from time to time. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee's construction, reconstruction, operation, maintenance and removal of the sanitary sewer line.

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

(A) Grantee shall protect the Easement Property and the adjacent lands of Grantor over which Grantee has rights of ingress and egress from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above-referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements situate therein or thereon, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense;

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

(C) Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants, as defined by the Clean Water Act and any amendments thereto, to be dumped, spilled, released, permanently stored, or deposited on, over or beneath the Easement Property. Any hazardous, toxic or flammable substances used by Grantee, its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees in the construction, reconstruction, operation, maintenance or removal of the sanitary sewer line shall be utilized in a lawful manner and in compliance with all federal, state and local requirements relating to protection of health or the environment.

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

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

5. Miscellaneous.

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

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

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

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

GRANTOR:

Town of Parker, Colorado

By: _____
Mike Waid, Mayor

ATTEST:

By: _____
Carol Baumgartner, Town Clerk

GRANTEE:

Parker Water & Sanitation District,
a Colorado special district and political
subdivision.

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

ATTEST:

By: _____
Maleia Good, Engineering Secretary

STATE OF COLORADO)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Mike Waid, Mayor of the Town of Parker, Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Ron R. Redd, P.E., District Manager of the Parker Water and Sanitation District.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

A SANITARY SEWER EASEMENT BEING A PORTION OF TRACT C, STROH RANGE FILING NO. 16, AS RECORDED UNDER RECEPTION NUMBER 2002049948 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34 BEARS N89°33'38"E (ASSUMED), FROM THE SOUTH 1/4 CORNER OF SAID SECTION 34, A 3-1/4" ALUMINUM CAP STAMPED PLS 297461, 2006, A DISTANCE OF 2648.73 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34 WITH A 3-1/4" ALUMINUM CAP STAMPED AZTEC CONSULTANTS INC, LS 17666, 1999;

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT C; THENCE S89°33'38"W ALONG THE SOUTH LINE OF SAID TRACT C AND ALONG THE NORTHERLY RIGHT OF WAY OF STROH ROAD, 691.20 FEET TO THE **POINT OF BEGINNING**;

THENCE S89°33'38"W CONTINUING ALONG SAID SOUTH LINE, 50.00 FEET;

THENCE N00°01'22"E, 64.22 FEET;

THENCE N84°54'36"E, 633.08 FEET;

THENCE S05°05'24"E, 30.00 FEET;

THENCE S84°54'36"W, 513.01 FEET;

THENCE S67°45'56"W, 78.08 FEET;

THENCE S00°01'22"W, 15.06 FEET TO THE SOUTH LINE OF SAID TRACT C AND THE **POINT OF BEGINNING**.

CONTAINING 21,674 SQUARE FEET OR 0.498 ACRES, MORE OR LESS.



PREPARED BY CHRISTOPHER A. BROOKS, PLS 38063
FOR AND ON BEHALF OF FARNSWORTH GROUP, INC.
5613 DTC PARKWAY, SUITE 1100
GREENWOOD VILLAGE, CO 80111

ILLUSTRATION FOR EXHIBIT A

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

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

EXISTING 50' UTILITY
EASEMENT REC. NO.
2004047191

TRACT C
STROH RANCH
FILING NO. 16
REC. NO. 02049948

**SANITARY SEWER
EASEMENT**
21,674 SF
0.498 AC

EXISTING 30' UTILITY
EASEMENT
REC. NO. 200078907

OWNER:
TOWN OF PARKER
PID: 2233-343-01-191/ R0438531
REC. NO. 2002093993 (WARRANTY DEED)

0 30 60
SCALE: 1"=60'
U.S. SURVEY FEET

SEE SHEET 2

TRACT C

EXISTING 30' NON-EXCLUSIVE
UTILITY EASEMENT
REC. NO. 2009066674

EXISTING PWSO UTILITY EASEMENT
REC. NO. 2008045038

BASIS OF BEARINGS
SOUTH LINE SW 1/4 SECTION 34
N89°33'38"E 2648.73'

P.O.C.
SOUTHEAST CORNER TRACT C,
STROH RANCH FILING NO. 16

SOUTH 1/4 CORNER SECTION 34,
T6S, R67W, 6TH PM
FOUND 3-1/4" ALUMINUM CAP
STAMPED PLS 29761, 2006

STROH ROAD

RIGHT-OF-WAY VARIES

SOUTHWEST CORNER SECTION 34,
T6S, R67W, 6TH PM
FOUND 3-1/4" ALUMINUM CAP
STAMPED AZTEC CONSULTANTS
INC., LS 17666, 1999



| jneel | J:\2017\0171205.00 - PWSO CC Interceptor\Survey\07_Drawings\STROH ROAD EASEMENTS\V_ESMT - SAN SEWER-STROH-PERM.dwg

Farnsworth
GROUP

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

TOWN OF PARKER

SANITARY SEWER EASEMENT
SW 1/4 SECTION 34, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205.05
Drawn by: JAN
Approved: CAB
Date: 04/12/2019
Revised:

1 OF 2

ILLUSTRATION FOR **EXHIBIT A**

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

PAGE 2 OF 2

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

TRACT C
STROH RANCH FILING NO. 16
REC. NO. 02049948

OWNER:
TOWN OF PARKER
PID: 2233-343-01-191/ R0438531
REC. NO. 2002093993
(WARRANTY DEED)

**SANITARY SEWER
EASEMENT**
21,674 SF
0.498 AC

EXISTING 15' WIDE
INGRESS\EGRESS AND
UTILITY EASEMENT
REC. NO. 02049948

N00°01'22"E
64.22'

N84°54'36"E 633.08'

S84°54'36"W 513.01'

S67°45'56"W
78.08'

TRACT C

S00°01'22"W 15.06'

S89°33'38"W 691.20'

S89°33'38"W
50.00'

EXISTING 30' NON-EXCLUSIVE
UTILITY EASEMENT
REC. NO. 2009066674

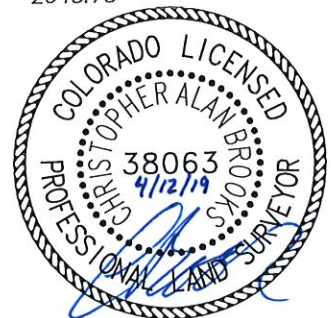
P.O.B.

BASIS OF BEARINGS
SOUTH LINE SW 1/4 SECTION 34
N89°33'38"E 2648.73'

STROH ROAD

RIGHT-OF-WAY VARIES

SOUTHWEST CORNER SECTION 34,
T6S, R67W, 6TH PM
FOUND 3-1/4" ALUMINUM CAP
STAMPED AZTEC CONSULTANTS
INC., LS 17666, 1999



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Farnsworth
GROUP

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

TOWN OF PARKER

SANITARY SEWER EASEMENT
SW 1/4 SECTION 34, TOWNSHIP 6 SOUTH,
RANGE 66 WEST, 6TH P.M. DOUGLAS COUNTY, CO

Project No: 0171205.05
Drawn by: JAN
Approved: CAB
Date: 04/12/2019
Revised:

2 OF 2



Request for Town Council Action

Date: May 6, 2019

Submitted By: Mary Lou Brown, Finance Director
Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.28.8 - First Reading**
A Bill for an Ordinance to Amend Section 4.03.030 of the
Parker Municipal Code Concerning Sales and Use Tax

Department: Finance, Mary Lou Brown
Town Attorney, Kristin Schledorn

Second Reading: May 20, 2019

EXECUTIVE SUMMARY

This ordinance amends the definition of "Engaged in Business in the Town" that is contained in Section 4.03.030 (Sales and Use Tax) of the Parker Municipal Code to include language that was omitted when the Town adopted the standardized tax definitions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In May 2017, the Town Council adopted standardized tax definitions as part of a major sales tax simplification initiative between Colorado's home rule municipalities that collect their own sales tax and the retail business community. Language at the end of one of the standard definitions, "Engaged in Business in the Town," was inadvertently omitted from the ordinance. This ordinance adds in the omitted language to ensure that the definition of "Engaged in Business in the Town," is the same as in the standardized tax definitions.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 8.28.8

RECOMMENDED MOTION

I move to approve Ordinance No. 8.28.8 on first reading and to schedule second reading on May 20, 2019, as part of the consent agenda.

ORDINANCE NO. 8.28.8, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 4.03.030 OF THE PARKER MUNICIPAL CODE CONCERNING SALES AND USE TAX

WHEREAS, in Senate Joint Resolution 14-038 the General Assembly asked the Colorado Municipal League to revive the tax simplification project from the 1990s to address current systemic problems associated with local tax collection;

WHEREAS, the Town Council has determined that the standard tax definitions project is a major collaborative sales tax simplification initiative by Colorado's home rule municipalities that locally collect their sales tax and the retail business community;

WHEREAS, in May 2017, the Town Council adopted the standard tax definitions pursuant to Ordinance No. 8.28.4;

WHEREAS, language at the end of one of the standard definitions, "Engaged in Business in the Town," was inadvertently omitted from the ordinance;

WHEREAS, the Town Council has determined that addition of the omitted language is necessary to ensure that the definition of "Engaged in Business in the Town," is the same as in the standard tax definitions project, which was intended to be adopted in its entirety in 2017; and

WHEREAS, the Town Council has determined that, because it was part of the standard tax definitions project for which the Town Council made a similar determination, the change proposed by this ordinance does not constitute a change in tax policy requiring voter approval under TABOR and that the proposed change is revenue neutral.

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

Section 1. Section 4.03.030 of the Parker Municipal Code is amended to read as follows:

4.03.030 Definitions.

For the purpose of this Code, unless the context clearly indicates otherwise, the words, terms and phrases set forth below shall have the following meanings:

* * *

Engaged in Business in the Town means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the Town. Engaged in business in the Town includes, but is not limited to, any one of the following activities by a person:

- a. Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction;
- b. Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons;
- c. Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction;
- d. Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; or
- e. Makes more than one delivery into the taxing jurisdiction within a twelve month period **by any means other than a common carrier.**

* * *

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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: May 6, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-024**
A Resolution to Amend Resolution No. 18-054, Series of 2018,
Concerning the Town of Parker Policy Manual

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution adds Policy Statement 1-9, Elected Official Social Media Policy Statement, to the Town of Parker Policy Manual.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

This resolution adds Policy Statement 1-9, Elected Official Social Media Policy Statement, to the Town of Parker Policy Manual. The Elected Official Social Media Policy Statement requires separation of elected officials' private social media accounts from their official government accounts and provides First Amendment protection by prohibiting viewpoint discrimination (by blocking individuals or deleting posts) on official government accounts. It further addresses the requirements of the Colorado Open Records Law and the Colorado Open Meetings Law and personal use of social media outside of an elected official's official capacity.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 19-024

RECOMMENDED MOTION

I move to approve Resolution No. 19-024, as part of the consent agenda.

RESOLUTION NO. 19-024, Series of 2019

**TITLE: A RESOLUTION TO AMEND RESOLUTION NO. 18-054, SERIES OF 2018,
CONCERNING THE TOWN OF PARKER POLICY MANUAL**

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

WHEREAS, the Town Council desires to amend Resolution No. 18-054, Series of 2018, concerning a new section in the policy manual to address the Town's policy regarding the use of social media by elected officials.

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 Elected Official Policy Statement 1-9 of the Town of Parker Policy Manual, which is attached hereto as **Exhibit A** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Town of Parker, Colorado

POLICY STATEMENT

TITLE Elected Official Social Media Policy Statement	PAGE 1 of 3	POLICY NUMBER <u>1-9</u>
EFFECTIVE DATE _____, 2019	REVISED DATE	
APPROVED BY COUNCIL ACTION Resolution No. 19-024		

PURPOSE

The Elected Official Social Media Policy Statement describes the manner in which Town elected officials, defined below as the Mayor and members of Town Council, are authorized to use social media in their official capacities and to set forth the rules and limitations that govern such use. This policy also sets forth the extent to which elected officials' personal use of social media may bring that personal use within the purview of Town policies.

POLICY STATEMENT

Elected Officials Use of Social Media

This policy applies to the use of social media by Town elected officials when that social media use is in their official capacity as Mayor or as a member of Town Council. This policy is intended to protect the rights of the public in their ability to access public forums, and to ensure that the Town is able to comply with its requirements under the laws of the State of Colorado and the United States of America.

Definitions

Account: Elected officials' presence on social media either through a Town-provided social media account, or otherwise in their official capacity as Mayor or member of Town Council.

Elected officials: The Mayor and members of Town Council.

Town: The Town of Parker, acting through its Town Administrator or its Communications Director, or their designee(s).

Personal use: Elected officials' use of social media that does not make use of their Town e-mail address, position, title, or official capacity.

Personally identifiable information: Information that can be used to distinguish or trace an individual's identity, such as date and place of birth, personal addresses or telephone numbers, Social Security number, driver's license number, or records that contain genetic, medical, or psychological data or information. Personally identifiable information also includes personal financial information and other information maintained because of the employer-employee

relationship, pursuant to Section 24-72-202, C.R.S. For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Social media: Social media websites create and foster online social communities for a specific purpose and connect users from various locations and interest areas. These websites and platforms offer many different ways for users to interact with one another, such as instant messaging, blogging and commenting, microblogging, events, status updates, online communities, discussion forums, message boards, podcasts, website link sharing, wikis, video conferencing, and sharing photos and videos. The Town acknowledges that this type of technology changes rapidly and, therefore, this list is intended to be illustrative rather than comprehensive, and this definition should in no way be construed to limit the applicability of this policy.

Limitations on Use of Social Media

Social media accounts. Elected officials shall not establish, operate, maintain or use any social media accounts in their official capacity as Mayor or members of Town Council other than in accordance with this policy. Any social media accounts created, operated, maintained or used by elected officials for the purpose of conducting Town-related business, including, without limitation, constituent communication, that is not operated, maintained or used in compliance with this policy, shall be considered as having been undertaken, maintained and used outside of their official capacity as elected officials and, therefore, the Town shall bear no responsibility for what transpires on, or because of those accounts.

Separate accounts. Any social media account established, operated, maintained or used by elected officials in their official capacity must be separate and distinct from any personal social media accounts of individuals.

Town-created accounts. The Town does not currently create, operate or maintain social media accounts for the use of elected officials in their official capacity. If the Town does create, operate or maintain such accounts in the future, all such accounts created are the property of the Town; therefore, those using such accounts must provide the Communications Director with all information required to access those accounts, such as user names, passwords, and the like. Elected officials who exceed their authorization or who violate this Policy may have their privileges to use such accounts revoked.

First Amendment protection. Neither the Town, nor elected officials, may restrict any person’s ability to view or post comments on social media pages that are maintained or operated in an elected official’s official capacity, based in any way, upon the viewpoint of that person or the content of that person’s speech.

No expectation of privacy. All participation in social media by elected officials in their official capacity may be open to public inspection in accordance with the Colorado Open Records Law (C.R.S. § 24-72-101 *et seq.*), and elected officials do not have an expectation of privacy concerning such participation. The Town may monitor all use of such accounts and require removal of any content that violates any law.

Discussion between elected officials. In order to assure compliance with the Colorado Open Meetings Law (CRS § 24-6-402 *et seq.*), elected officials shall refrain from engaging in

discussions with more than one elected official through social media, including personal social media accounts, regarding Town business.

Confidentiality. Elected officials shall not, when acting on social media in their official capacity, post or release proprietary, confidential, sensitive, or personally identifiable information.

Personal use of social media outside of elected officials' official capacity.

A. Elected officials who engage in personal use of social media outside of their official capacity may not use the Town logo, or that of any Town department or program.

B. Elected officials may not speak as representatives of the Town in the course of their personal use of social media.

C. Elected officials are not prohibited from identifying themselves as holding the office of Mayor or councilmember, however, in cases where personal use of social media may be perceived as being on behalf of the Town, such as if elected officials identify themselves as such or when they address a matter that concerns the Town Council, elected officials shall include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the Town of Parker, such as "The postings on this site are my own and do not necessarily represent the Town of Parker's positions or opinions."

Staff Contact Information

Elise Penington, Communications Director

303.805.3113 – direct line

720.323.2888 - cell phone

epenington@parkeronline.org

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

General Town and Town Council Social Media Inquiries

Chris Peters, Professional Standards Commander

303.805.6517 – direct line

303.574.9136 – cell phone

cpeters@parkeronline.org

Police Social Media Inquiries

PROCLAMATION

National Public Works Week 2019

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

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

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

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

NOW, THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby designate May 19-25, 2019 as National Public Works Week. I urge all our people to join with representatives of the American Public Works association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our national health safety and quality of life.

Dated this 6th^t day of May, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Proclamation

Building Safety Month — May, 2019

WHEREAS, our Town of Parker is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play, and;

WHEREAS, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world;

WHEREAS, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity, and;

WHEREAS, “No Code. No Confidence.” the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW THEREFORE, I, Mike Waid, Mayor of the Town of Parker, do hereby proclaim the month of **May 2019** as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

Proclamation

**50th ANNIVERSARY OF MUNICIPAL CLERKS WEEK
May 5 - 11, 2019**

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

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

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

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

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

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

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

Now, Therefore, I, Mike Waid, Mayor of Parker, Colorado, do recognize the week of May 5 through May 11, 2019, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerks, Carol Baumgartner and Chris Vanderpool, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 6th day of May, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: May 6, 2019
Submitted By: Bob Exstrom, Project Manager
Reviewed By: Michelle Kivela, Town Administrator
Title: **Professional Services Agreement for H2O'Brien Renovation Project**

Amount: \$242,920.00
Contractor: Barker Rinker Seacat Architecture
Department: Engineering/Public Works, Bob Exstrom

EXECUTIVE SUMMARY

This agenda item is for the approval of a professional services agreement with Barker Rinker Seacat Architecture (BRS) for architectural and engineering services related to the H2O'Brien Pool and Building Renovation Project.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On February 25, 2019, staff and Barker Rinker Seacat Architecture (BRS) presented to Town Council a conceptual design, budget and schedule to renovate the H2O'Brien facility located at 10795 Victorian Drive. Town Council generally supported the idea and directed staff to contract the necessary services to complete the design and construction documents. Professional services needed include: design development, engineering, entitlements, construction documentation, bidding administration and permitting efforts. BRS has the expertise, experience and available resources necessary to perform the required services in the short time frame that is required by the schedule.

FINANCIAL IMPACT

Funding for this agreement has been appropriated in the Buildings and Improvements Fund (206-4525).

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

None

RECOMMENDED MOTION

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



Request for Town Council Action

Date: May 6, 2019

Submitted By: Ron Combs, Commander

Reviewed By: Michelle Kivela, Town Administrator

Title: **Agreement for the Purchase, Delivery, Use and Support of Products and Services for Body Worn, Fleet Vehicle, and Interview Room Camera Systems**

Amount: \$923,974.44

Contractor: Axon Enterprises, Inc.

Department: Police, Ron Combs

EXECUTIVE SUMMARY

The Town of Parker Police Department currently operates three (3) separate camera systems manufactured and supported by Axon Enterprise, Inc. These systems include body worn, fleet vehicle, and interview room camera systems. This agreement combines the professional services contracts for all three systems into one document, streamlining the contract process and eliminates the need for separate agreements. This agreement outlines the professional services required for the purchase, delivery, use and support of products and services for the Police Department's Axon camera systems.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker Police Department currently operates three (3) separate camera systems manufactured and supported by Axon Enterprise, Inc. These systems include body worn, fleet vehicle, and interview room camera systems. This agreement combines the professional services for all three systems into one document, streamlining the contract process and eliminates the need for separate agreements. This agreement outlines the professional services required for the purchase, delivery, use and support of products and services for the Police Department's Axon camera systems.

FINANCIAL IMPACT

This agreement is structured as a five (5) year agreement to provide professional services

required for the purchase, delivery, use and support of products and services for the Police Department's Axon camera systems. Project funding for 2019 is included in the Town budget.

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: May 6, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **PARKER PLAZA SHOPPING CENTER - Rezoning**

Department: Community Development, Carolyn Parkinson

TRAKiT No.: Z18-014

EXECUTIVE SUMMARY

The applicant has submitted a rezoning application to amend the zoning of the subject property from C-Commercial to Planned Development (PD). The intent of this rezoning application is to permit assembly uses with a maximum floor area of 10,000 square feet on the lower level of the building facing west only, while continuing to allow retail and service uses across the site as listed in the proposed Parker Plaza Shopping Center PD zoning. The assembly uses that would be permitted include day care and recreational facilities, membership and health clubs, instructional services/studios and places of worship. Assembly uses are currently restricted to 3,500 square feet for properties zoned C-Commercial.

The proposed rezoning application is scheduled for Planning Commission public hearing on April 25, 2018. The Commission will make a recommendation to Town Council at that time.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is located at the northwest corner of the intersection of Parker Road and Plaza Drive and is developed with an existing shopping center. The lower level of the shopping center that faces west has been occupied by a number of assembly uses since 1994 including Parker Core Knowledge Charter School and a day care facility. The lower level of the shopping center has been used for day care since Parker Core Knowledge Charter School moved to its current location on Pine Drive in 2000.

The existing shopping center contains a variety of commercial uses with retail, restaurants and services on the upper level that faces east towards Parker Road and commercial uses that don't require prime access or visibility on the lower level that faces west. The lower level currently contains a day care center, barber shop and construction office. There are also two vacant spaces that comprise approximately 15 percent of the total floor area on this level. The building design presents a challenge in attracting retail and service uses to the lower level because this area has limited access, visibility and street frontage.

After review of the rezoning application, staff finds that the lower level of the shopping center is an appropriate location for assembly uses because of the above-referenced factors. The lower level is Class B or C commercial space and the proposal to allow assembly uses with a floor area up to 10,000 square feet is an appropriate response to this problem that will permit commercial activity appropriate for marginal locations. It will also help to meet the need for space to accommodate assembly uses in Town because such space is limited.

Staff has reviewed the proposed rezoning against the nine (9) criteria set forth in the Land Development Ordinance and has determined that the proposal meets the standards as outlined in the attached Planning Commission staff report.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

ENHANCE ECONOMIC
VITALITY



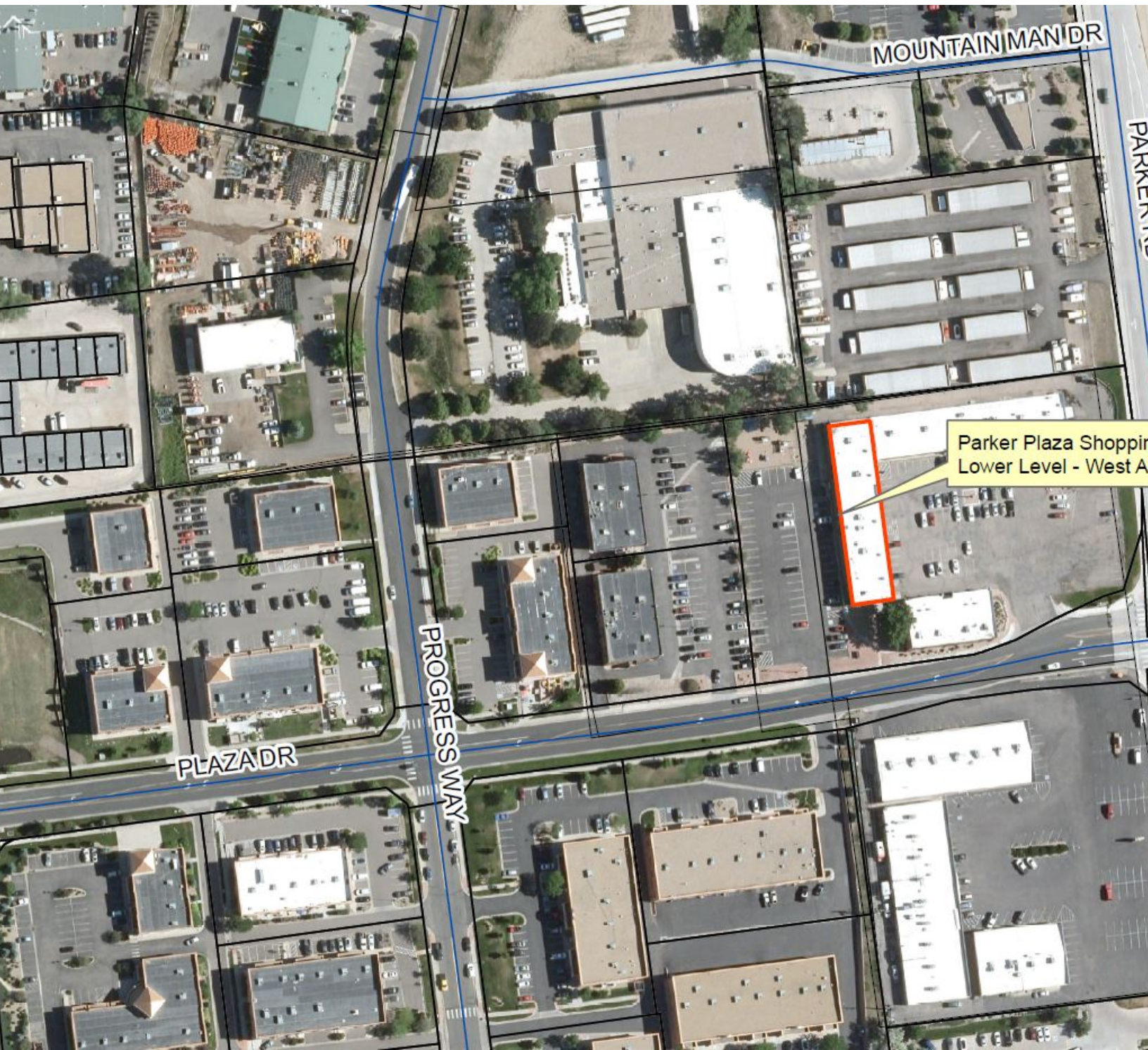
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Vicinity Map
2. PC Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.341 on second reading.





Planning Commission Staff Report

Planning Commission Date: 3/28/2019

Town Council Date: 5/6/2019

Hearing Type: Public Hearing
UNPLATTED TRACT PARKER PLAZA SHOPPING
CENTER - Rezoning
TRAKiT No.: Z18-014

Location: The property, known as Parker Plaza Shopping Center,
is an unplatted parcel located on the northwest corner
of Parker Road and Plaza Drive.

Project Planner: Carolyn Parkinson, Planner

Applicant: Tom Dermody, Cactus Moon Parker LLC

Executive Summary: The applicant is requesting a rezoning from C-Commercial
to Planned Development to remove some commercial uses
and to allow assembly uses up to 10,000 sq. ft. that will be
permitted on the lower level of the existing building only.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Parker Plaza Shopping Center rezoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the Parker Plaza Shopping Center rezoning subject to the following conditions...."

"I move the Planning Commission recommend Town Council deny the Parker Plaza Shopping Center rezoning, 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 Parker Plaza Shopping Center rezoning to
a future date."*

BACKGROUND/DISCUSSION

The intent of this rezone is to allow for retail and commercial service uses as defined in the Parker Plaza Shopping Center Planned Development Guide and to allow assembly uses up to 10,000 square feet on the lower level of the building only. Assembly uses include day care and recreational facilities, membership and health clubs, instructional services/studios and places of worship.

The intent of this ordinance is to preserve the Town's retail properties and the tax generating revenue that supports Town services. It was staff's determination during the review of the rezoning that given the building layouts orientation and poor entrance visibility, the lower level could be appropriate for assembly and other supportive uses.



I. PRIOR ACTIONS

Date	Action
5/5/1981	This property was annexed and zoned at the time of the Town's incorporation in 1981.

II. CURRENT SITE DATA

Existing Zoning	C - Commercial District
Overlay District	N/A
PD & Plan Area	N/A
Master Plan Area	Central Commercial

Site Acreage	3.054 Acres		
Subdivision	Unplatted		
Existing Use	Shopping Center - retail and commercial service uses		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Central Commercial	C - Commercial District	Mini Storage
South	Central Commercial	C - Commercial District	Shopping Center
East	Central Commercial	PD - Planned Development	Retail Tire Shop and Bank
West	Light Industrial	C - Commercial District	Mixed Use Commercial

III. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate.
Consistent Goals/Strategies	<u>Jobs and Economic Vitality 2.A</u> <u>Jobs and Economic Vitality 2.B</u> <u>Jobs and Economic Vitality 2.C</u>
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is located within the Central Commercial district of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road, uses in this Character Area should include retail, services, offices, lodging, restaurants and entertainment. The site, along with the adjacent properties, provide a variety of commercial uses that benefit the residents of the Town as well as the larger clientele that utilize these main transportation corridors. Approval of this rezone is consistent with the goals and strategies of the Master Plan to encourage and support local businesses and provide the mechanism for the expansion of needed infrastructure, physical amenities, and other services. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

IV. DESIGN REVIEW

The subject property currently includes a variety of typical retail and service uses on the first floor with storefronts facing Parker Road. The lower level, which faces west to an associated parking lot, currently contains a day care center, a barber shop and a construction office. There are also two vacant spaces that comprise approximately 15% of the leasable space on this level. The building orientation presents a challenge to attract retail and service uses to the lower level as entrances are largely hidden from public view. However, the interrelationship between the building orientation, building placement and on-site circulation lends itself as an appropriate and compatible location for assembly uses up to 10,000 square feet.



V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Traffic generated by this proposal is consistent with that anticipated for a commercial use. Engineering was a referral agency for this proposal as part of the application process; no traffic concerns were identified.

VI. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response

The ordinance which necessitates this request for rezoning is due to a recently enacted ordinance which makes expanding the existing use (since 1994) non-compliant. The business is thriving. The expansion will serve an additional 25 student families and necessitates an additional 6-8 hired teachers.

Staff Analysis

As a result of the unique site and building layout of this location, the lower level lease space presents a challenge in attracting retail and commercial uses.

Staff believes the expansion of assembly uses at this location will help meet the demands of a growing population for larger assembly uses without significant impact on commercial spaces that support retail tax revenue. Active assembly uses may also add to and diversify the customer base for the existing commercial uses on the upper level of the shopping center.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

This is not a speculative development but rather the subject property has a long history of being operated as a successful pre-school and therefore is the correct site for this expansion and rezoning. Note: The preschool has previously operated in the same location as large as 5,558 sq.ft.

Staff Analysis

This location previously housed Core Knowledge Charter School. The space has been a child care facility since the school moved to a stand-alone location elsewhere in Town. These similar uses have been successful at this location and have provided a needed service to Town residents. Staff believes this is the correct site to allow for expanded assembly uses because of the specific layout of this location.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

The preschool has operated successfully since 1999, preceding the revised ordinance which changed the zoning. The original zoning proved to be adequate and appropriate.

Staff Analysis

An error has not occurred within the original zoning.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

The area has grown around the development and as families are added to the community, naturally the demand for preschool services has increased and will continue to increase.

Staff Analysis

The growing population of Parker naturally results in an increased demand for a variety of assembly uses. The lower level of this site provides a unique opportunity to provide for those uses without significant impact on commercial spaces that support retail tax revenue.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

The parking is adequate and traffic movement is well designed to accommodate this use. The existing design has functioned efficiently for several years.

Staff Analysis

Traffic generated by this proposal is consistent with that anticipated for commercial use. Traffic impacts were reviewed by engineering as a part of the referral process. No negative impacts were identified.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

No additional services will be required as the result of this rezoning.

Staff Analysis

The public improvements necessary to support the property and proposed uses are currently in place. No additional service needs were identified during the referral process.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

There are no environmental impacts as the result of this rezoning.

Staff Analysis

There are no physical changes proposed. Change in use will be similar to current and previous uses.

Based on this analysis, staff has determined that the request meets this criterion.

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

Applicant's Response

I understand the Town's motivation for the ordinance which over ran this long time existing use, was to prohibit non-sales tax generating services from locating in prime retail locations. The location and orientation of this business/use has never been occupied by any sales tax generating use. Nor is the location good or appropriate for retail. The location cannot be seen or accessed from Parker Road. The highest and best use of the property is a preschool as evidence by its long history of successful operation and supported by the significant investment in the playground, parking, and premises.

Staff Analysis

As detailed in Section IV of this staff report, the proposed Planned Development 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.

Applicant's Response

There is adequate services to accommodate this rezoning. The existing play area (recreation) is adequate to meet the needs of this expansion/rezoning.

Staff Analysis

Adequate services to support the property and proposed uses are currently in place. No additional services were identified during the referral process.

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

SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
South Metro Fire & Rescue Authority	No Comment
Parker Fire Life & Safety	Expansion may necessitate an upgrade to the fire alarm system
Parker Water and Sanitation	Approved
Economic Development	Approved

Building Department	No Comment
Xcel	No Objection
IREA	No Comment
Parker Water & Sanitation	No Comment

VII. CONCLUSION

The proposed zoning will continue to allow commercial uses on the property and also allow assembly uses up to 10,000 square feet on the lower level only. The lower level, or basement of the site does not attract typical retail uses due to its orientation and lack of visibility. The site provides an opportunity to allow for expanded assembly uses to meet the demands of a growing population without significant impact on retail tax revenue. Staff has determined that the proposal meets the nine criteria for rezone and is consistent with the Parker 2035 Master Plan. Based on this information staff is recommending approval of the rezoning request.

VIII. ATTACHMENTS

1. Referral Agency Comments
2. Draft Ordinance

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

Robert Ramsey Approved 4/12/2018 7:41:11 AM	Parker Water and Sanitation District 20
Donna George Public Service Company has no objection to this proposed rezone, contingent upon Public Service Company of Colorado'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. 5/4/2018 10:03:13 AM	Public Service Company of Colorado 20
Randy Capra The expansion of the school may necessitate the upgrade of the current fire alarm notification to that of an Emergency Voice/Alarm Communication System... as required per the 2015 IFC Section 907.2.3. 12/17/2018 1:58:55 PM	FIRE LIFE SAFETY 15

ORDINANCE NO. 3.341, Series of 2019

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PARKER PLAZA PROPERTY FROM C-COMMERCIAL DISTRICT TO PARKER PLAZA SHOPPING CENTER PLANNED DEVELOPMENT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Findings of Fact.

a. An application was submitted for rezoning certain property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Property") from C-Commercial to PD-Planned Development, pursuant to the Town of Parker Land Development Code.

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

c. Written notice was sent by first class mail to all owners of property that abut the 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) days prior to said hearing.

e. The requirements contained in Section 13.04.240 of the Parker Land Development Code are satisfied for rezoning the Property to PD-Planned Development, pursuant to the Town of Parker Land Development Code.

Section 2. The Property is hereby zoned as provided in the Parker Plaza Shopping Center Planned Development (Development Guide), which is attached as **Exhibit B** and incorporated by this reference, and the Parker Plaza Shopping Center Development Plan, which is attached as **Exhibit C** and incorporated by this reference, pursuant to the Town of Parker Land Development Code.

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

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 15;

THENCE NORTH 89° 30' WEST AND ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 105.50 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 83;

THENCE NORTH 06° 51' 00" WEST AND ALONG SAID WESTERLY RIGHT OF WAY LINE 1729.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 83° 09' 00" WEST A DISTANCE OF 454.00 FEET;

THENCE NORTH 06° 51' 00" WEST A DISTANCE OF 340.00 FEET;

THENCE NORTH 83° 09' 00" EAST A DISTANCE OF 454.00 FEET TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE;

THENCE SOUTH 06° 51' 00" EAST AND ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 340.00 FEET TO THE TRUE POINT OF BEGINNING,

EXCEPT THE SOUTH 30 FEET THEREOF,

AND EXCEPT THOSE PORTIONS CONTAINED IN BOOK 853 AT PAGE 416 AND IN BOOK 873 AT PAGE 638, COUNTY OF DOUGLAS, STATE OF COLORADO.

2019

Town of Parker

EXHIBIT B

[PARKER PLAZA SHOPPING CENTER PLANNED DEVELOPMENT]

PARKER PLAZA SHOPPING CENTER DEVELOPMENT GUIDE – May 6, 2019

GENERAL PROVISIONS:

GENERAL PROVISIONS:

I. INTENT:

To allow for areas for wholesale and service commercial uses as defined in the Uses by Right and Uses by Special Review sections of this document. Uses by right include the addition of assembly uses up to 10,000 square feet on the lower level only. Allowance of this larger assembly use is based on the unique site and building layout of this site.

II. APPLICATION:

This Development Guide shall apply to all land known as the Parker Plaza Shopping Center Planned Development and as illustrated on the Development Plan. All Section references, unless otherwise stated, shall apply to Sections in this Development Guide.

III. CONTROL:

After the adoption of this Development Guide by the Town Council of the Town of Parker, subject to the provisions of Section 13.04.230 (Non-Conforming Situations), these Development Standards in conjunction with the Town of Parker Land Development Ordinance shall control development, land use, the location and bulk of all buildings and other structures, existing and future.

IV. INCORPORATION OF DEVELOPMENT PLAN:

The Parker Plaza Shopping Center development, including the type, location and boundaries of land use areas are shown upon the “Parker Plaza Shopping Center Development Plan” (hereinafter referred to as “Development Plan”), which Development Plan is hereby incorporated by reference into this Development Guide together with everything shown thereon and all amendments thereto.

V. RELATIONSHIP TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE:

The provisions of this Development Guide shall prevail and govern the development of the Parker Plaza Shopping Center Planned Development provided; however, where the provisions of the Development Guide do not address a specific subject, the provisions of the Town of Parker Land Development Ordinance, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

The Property Owner agrees to participate in a publicly or privately initiated rezoning application that will include the property at such time as the Town’s Land Development Ordinance modernization is approved, provided the property will be rezoned to a

comparable zone district that permits comparable uses to those uses permitted by right and the uses permitted by special review, as contained in this Development Guide.

VI. DEFINITIONS:

The definitions of the Parker Land Development Ordinance, Section 13.02.010, shall apply unless otherwise addressed herein.

Lower Level – Lower Level as defined in this PD shall be the basement level of the existing building with storefronts facing west. Should this site be redeveloped and the ‘Lower Level’ not exist, then maximum sq. ft. requirement for assembly uses set forth in Section 13.04.120(c) C-Commercial, as amended, shall apply.

VII. CONFLICTS:

Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standards or requirements shall govern unless determined otherwise by the Planning Director.

AUTHORITY

I. AUTHORITY

The authority for this PD Development Guide is Section 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Ordinance.

II. ADOPTION:

The adoption of this Development Guide by ordinance shall evidence the findings and decisions of the Town of Parker Town Council that this Development Guide for the Parker Plaza Shopping Center Planned Development is authorized by the provisions of Section 13.04.150 of the Town of Parker Land Development Ordinance.

III. ENFORCEMENT:

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker without any limitation on any power or authority otherwise granted by law. All provisions of this Development Guide shall run in favor of the residents, occupants and owners of the land within the Parker Plaza Shopping Center Planned Development to the extent expressly provided in this Development Guide and in accordance with its terms and conditions.

PARKER PLAZA SHOPPING CENTER

I. PURPOSE:

To allow for areas for wholesale and service commercial uses as defined in the Uses by Right and Uses by Special Review sections below.

II. USES PERMITTED BY RIGHT:

The following uses are uses that are permitted by right in this Development Guide. Uses not listed as a Use by Right, but similar in character and impacts and in alignment with the purpose of this zone district may be permitted as a Use by Right as determined by the Planning Director.

- 1). Offices: general, medical, dental, professional and governmental.
- 2). Places for conducting retail, professional and personal service business activities, including the following uses:

- Antique shops
- Artist supplies
- Auto parts stores
- Bakeries—wholesale and retail
- Banks including drive thru
- Barbershops, beauty parlors and nail salons
- Bars and lounges
- Book stores
- Child care centers up to 10,000 square feet are permitted on the Lower Level only.*
- Clothing stores
- Computer, cell phone and other electronics sales and repairs
- Convenience stores; sale of gasoline shall be prohibited
- Crafts and hobby shops
- Drug stores
- Dry cleaning
- Household appliance sales
- Florists
- Furniture stores, no warehousing—limited storage within the principal structure
- Gift shops
- Grocery stores
- Hardware stores
- Health clubs up to ten thousand (10,000) square feet are permitted on the Lower Level only*

Indoor amusement and recreational facilities up to ten thousand (10,000) square feet are permitted on the Lower Level only*

Indoor dog training and dog grooming

Instructional services/studios up to ten thousand (10,000) square feet are permitted on the Lower Level only*

Jewelry stores

Laundries—hand and coin-operated

Membership clubs up to ten thousand (10,000) square feet are permitted on the Lower

Level only*

Microbreweries and micro-distilleries with on-site tasting room

Office supplies

Liquor stores

Paint stores

Pet shops

Restaurants and other eating establishments including drive thru

Shoe stores

Shopping centers

Sporting good and athletic equipment

Toy and game stores

3). Places of worship up to ten thousand (10,000) square feet are permitted on the Lower Level only.*

4). Public parks, playgrounds, open space and outdoor recreation areas.

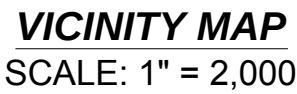
* At time of interior finish building permit for expanded assembly uses, the applicant will provide a parking analysis that establishes compliance with Town of Parker parking requirements.

III. USES PERMITTED BY SPECIAL REVIEW:

Veterinary clinics and hospitals.

IV. MINIMUM AREA AND YARD REQUIREMENTS:

As allowed within the C-Commercial District as defined in Section 13.04.120 of the Town of Parker Land Development Ordinance, as amended.



RECENT CODE REVISIONS ENACTED IN 2016 LIMITED THE USE FOR ASSEMBLY PURPOSES IN THE COMMERCIAL ZONE TO AREAS NO GREATER THAN 3500SF. THE INTENT OF THIS REZONING MAP IS TO ACCOMPANY AN APPLICATION FOR REZONING THE PROPERTY TO PLANNED DEVELOPMENT. THIS NEW ZONING WILL ACCOMMODATE THE CURRENT NEED FOR EXPANSION AS DESCRIBED IN THE "PARKER PLAZA SHOPPING CENTER, PLANNED DEVELOPMENT ZONING" GUIDE.

A PART OF THE SOUTHWEST ONE QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE NORTH 89° 30' WEST AND ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 105.50 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NUMBER 83;

THENCE NORTH 06° 51' 00" WEST AND ALONG SAID WESTERLY RIGHT OF WAY LINE 1729.88 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 83° 09' 00" EAST A DISTANCE OF 454.00 FEET TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE;

THENCE SOUTH 06° 51' 00" EAST AND ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 340.00 FEET
TO THE TRUE POINT OF BEGINNING,

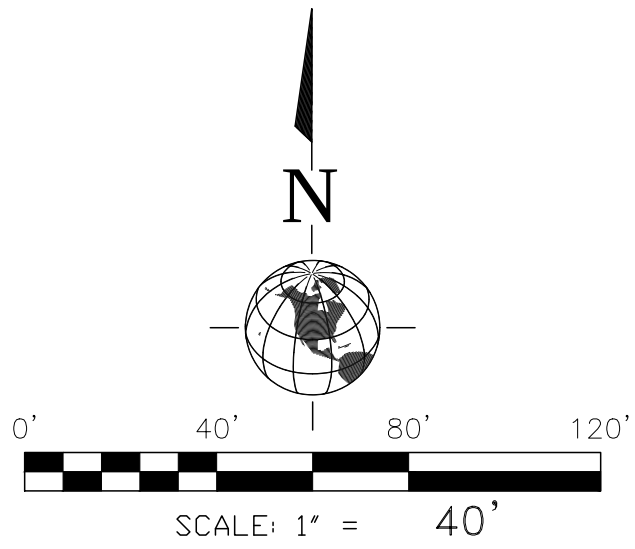
AND EXCEPT THOSE PORTIONS CONTAINED IN BOOK 853 AT PAGE 416 AND IN BOOK 873 AT PAGE 638, COUNTY OF DOUGLAS, STATE OF COLORADO.

1. THIS ZONING EXHIBIT WAS PREPARED FROM THE FOLLOWING SURVEY:
AN IMPROVEMENT SURVEY PLAT FOR TOM DERMODY, BY WESTERN STATES SURVEYING, JOB NUMBER 21209:001, DATED 06/04/12;
2. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 83 (AKA PARKER ROAD, FROM A WITH A PLASTIC CAP STAMPED "PLS 24966" AT THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN BOOK 1086, PAGE 421. TO A 1" BRASS TAG STAMPED "WSSI PLS 23524" AT AN ANGLE POINT OF SAID RIGHT-OF-WAY HAVING AN ASSUMED BEARING OF SOUTH 06°51'11" EAST A DISTANCE OF 166.07 FEET.
3. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS, AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF THE COUNTY OF DOUGLAS, COLORADO AND WERE SUPPLIED BY THE CLIENT OR CLIENTS' TITLE COMPANY.
4. THE SITE IS WITHIN ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN; AS DETERMINED BY GRAPHIC INTERPRETATION. FLOODPLAIN INFORMATION WAS OBTAINED FROM F.E.M.A. FLOODPLAIN, AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR DOUGLAS COUNTY, COLORADO, MAP NUMBER 08035C0069F, EFFECTIVE DATE SEPTEMBER 30, 2005.

AREA: 3.058 ACRES
EXISTING ZONING: COMMERCIAL
PROPOSED ZONING: PLANNED DEVELOPMENT

TOM DERMODY
CACTUS MOON PARKER, LLC
3841 COLORFUL LANE
CASTLE ROCK, COLORADO 80109
PH: (719) 930-5119

ROCKY MOUNTAIN MERIDIAN INC.
19600 EAST PARKER SQUARE DRIVE
SUITE 200
PARKER, COLORADO 80134
PH: (303) 481-8567



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

COMMUNITY DEVELOPMENT DIRECTOR
ON BEHALF OF THE PLANNING COMMISSION

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

MAYOR: TOWN OF PARKER

ATTEST: TOWN CLERK

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

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

DOUGLAS COUNTY CLERK AND RECORDER

DATE PREPARED: NOVEMBER 26, 2018



RM
MERIDIAN INC

19600 E PARKER SQ DR, SUITE 200 PARKER, CO 80134
 www.rmmeridian.com O: 303-481-8567 F: 303-481-8576

PROJ. NO: 18660 DRAWN BY: CJB

**PARKER PLAZA SHOPPING
CENTER DEVELOPMENT PLAN**
NE ¼ OF THE SW ¼ OF SEC. 15,
T 6 S, R 66 W OF THE 6TH P. M.,
TOWN OF PARKER,
COUNTY OF DOUGLAS,
STATE OF COLORADO

SURVEY DATE / ACTION	
ORIGINAL ISSUE	11/26/20
CHANGED FROM	1/28/201
MODIFIED COMMERCIAL	
TO PLANNED DEVELOPMENT	



Request for Town Council Action

Date: May 6, 2019

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **SUNMARKE Planned Development - Rezoning**

Applicant: Jerry Richmond III, RainTree
Investment Corporation

Department: Community Development, Paul
Workman

TRAKiT No.: Z18-018

EXECUTIVE SUMMARY

The SunMarke property is located on French Creek Road west of Motsenbocker Road. The applicant, RainTree Investment Corporation, has submitted a rezoning application to amend certain bulk standards in the SunMarke Planned Development (PD) zoning including setbacks, building height and lot size. The purpose of the proposed rezoning is to address outdated zoning standards and accommodate future residential development that reflects the current housing market.

The applicant is also proposing a Sketch Plan and Preliminary Plan to subdivide the SunMarke property into 209 lots for detached and attached single-family lots as well as tracts for open space, parks and private access drives. The proposed residential density is 3.48 dwelling units per acre which is substantially less than the 5.7 dwelling units per acre permitted by the approved SunMarke PD zoning.

On April 11, 2019, Planning Commission voted to recommend that Town Council approve the SunMarke PD rezoning application and the Sketch Plan and Preliminary Plan for future residential development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property was once part of the larger SunMarke Planned Development (PD) that is now known as Anthology North. A prior property owner separated it from the larger development and the current PD zoning was approved in 2003. The bulk standards of the PD zoning including building height, setbacks and lot size reflect the vision of the prior property owner who departed the project many years ago.

The current PD zoning bulk standards are outdated and reflect the housing market of the early 2000's prior to the Great Recession. They no longer support the current development proposal or reflect today's housing market. The applicant seeks to revise the bulk standards in the PD zoning to address this and support their proposal for a mix of detached and attached single-family homes.

Staff has reviewed the proposed rezoning against the nine (9) criteria set forth in the Land Development Ordinance and has determined that the proposal meets the standards as outlined in the attached Planning Commission staff report. Among the factors in this analysis are that the applicant is reducing proposed residential yield, from 285 to 209 dwelling units, proposed residential density from 5.7 to 3.48 dwelling units per acre, maximum building height from 40- to 35-feet and increasing buffers along the periphery of the site.

The current development plan is illustrated by the proposed Sketch Plan and Preliminary Plan for 209 residential lots containing detached and attached single-family homes with 11 tracts for parks, trails, open space, landscaping and private drives. The Sketch Plan and Preliminary Plan establish the design of the proposed residential development but do not create lots or tracts. These are created after approval of the Sketch Plan and Preliminary Plan with a Final Plat application.

The Land Development Ordinance (LDO) requires that the Final Plat creating lots and tracts be consistent with the approved Sketch Plan and Preliminary Plan. This is a major focus of staff review at the Final Plat phase and the various departments work to ensure that all Town criteria and standards are satisfied. Once approved, the Final Plat(s) will create lots for residential development and dedicate tracts to the identified entities.

Of the 209 residential lots proposed, 84 of the lots will be for attached single-family homes (paired homes) that are rear alley loading in order to complement the existing neighborhood of attached single-family townhouses across the street on the south side of French Creek Avenue. The remaining 125 lots will be for detached single-family homes. At present, the proposed Sketch Plan and Preliminary Plan includes 21 lots along the northeast perimeter of the site located in the 100-year floodplain. The applicant must obtain approval from the U.S. Army Corps of Engineers to modify the floodplain boundaries to resolve this issue.

Staff and the Planning Commission recommend that Town Council approve the Sunmarke Sketch and Preliminary Plans subject to the following conditions:

1. No final plat for the 21 lots encumbered by the floodplain will be recorded until the Army Corp of Engineers approves the revised floodplain boundaries to remove those lots from the floodplain.
2. Utility easements as requested by Public Service Company of Colorado, Intermountain Rural Electric Association and Parker Water and Sanitation District must be shown on the Final Plat.
3. The applicant shall meet required setbacks and zoning within the Planned Development Guide.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

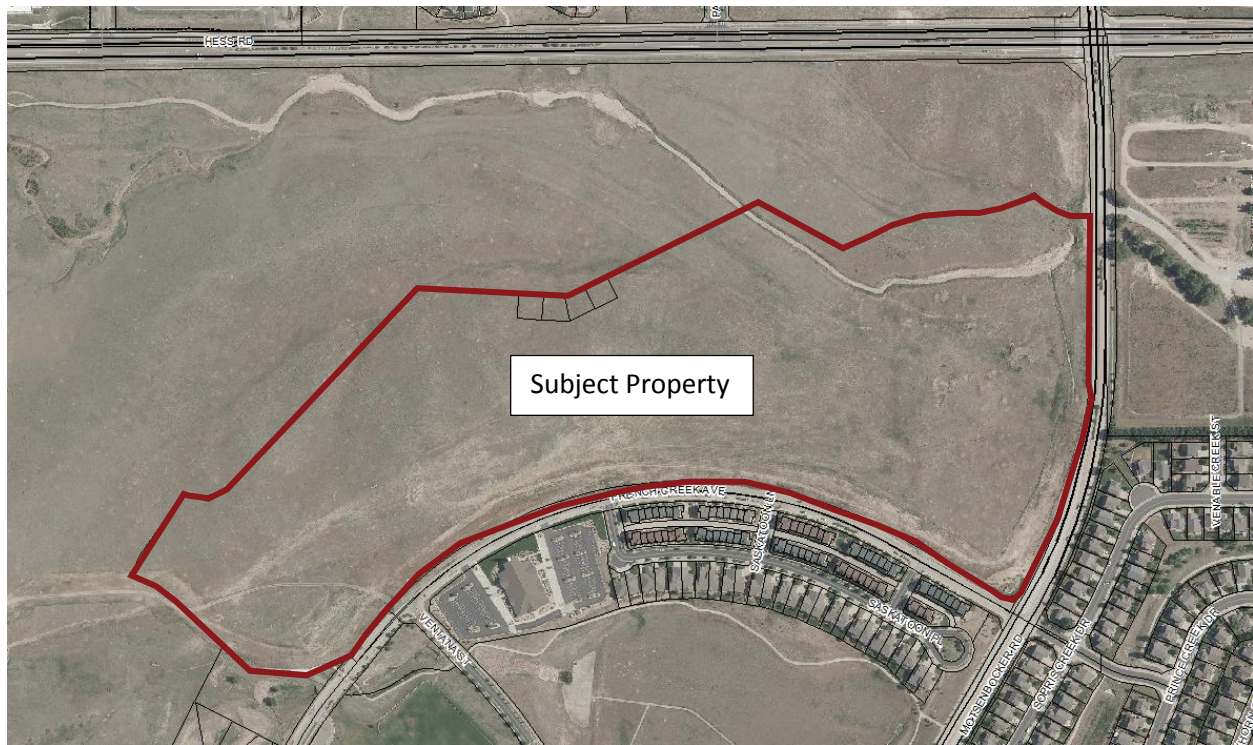
1. Vicinity Map
2. Rezoning Planning Commission Staff Report
3. Rezoning Project Narrative
4. Rezoning Criteria Analysis
5. Rezoning Referral Agency Responses

RECOMMENDED MOTION

I move to approve Ordinance No. 3.209.4 on second reading.

I move to approve, based on staff findings the Sketch and Preliminary Plans subject to the conditions in staff's report.

Vicinity Map





Planning Commission Staff Report

Planning Commission Date: 4/11/2019

Town Council Date: 5/6/2019

Hearing Type: Public Hearing
UNPLATTED – SUNMARKE Rezoning
TRAKiT No: Z18-018

Location: Northwest corner of Motsenbocker Road and French Creek Avenue

Project Planner: Paul Workman, Senior Planner

Applicant: Jerry Richmond, RainTree Investment Corp.

Executive Summary: The applicant is requesting to rezone certain single-family residential bulk standards and lot size requirements in the SunMarke Development Guide based on current market trends.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the requested Development Guide rezoning.”

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve the requested Development Guide rezoning, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny the requested Development Guide rezoning 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 requested Development Guide rezoning to a future date.”

I. BACKGROUND/DISCUSSION

The subject property is generally located at the northwest corner of Motsenbocker Road and French Creek Avenue. The site is currently undeveloped and surrounded by other undeveloped sites, single-family homes and a landscape contractor use to the east of Motsenbocker Road.

The applicant, RainTree Investment Corp., is requesting to rezone certain bulk standards and lot size requirements in the existing and approved SunMarke Planned Development (PD) Guide in order to accommodate future homes that meet the current market demand. Specifically, the applicant is requesting the following amendments to Section E of the Development Guide:

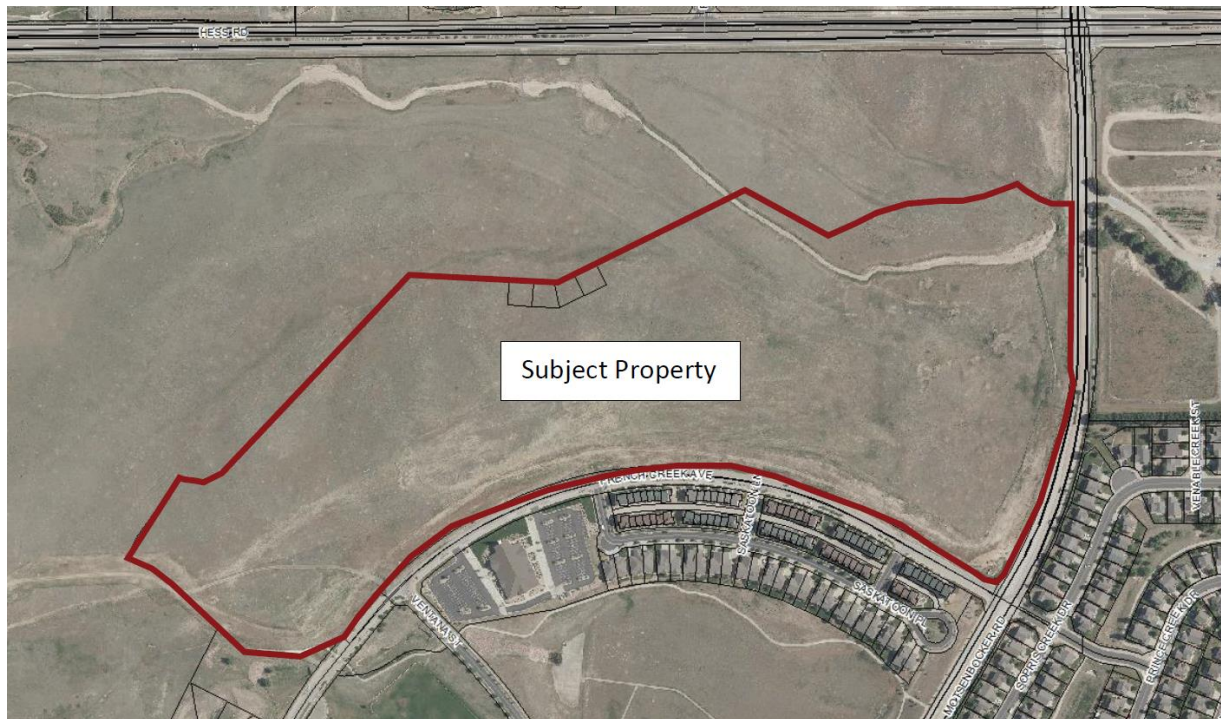
Single-Family Detached Unit		
	Current	Proposed
Front Setback (minimum)	10' – Principle Building 12' – Perpendicular Garage 8' – Parallel Garage	10' – Porch or Living Space 18' – To Garage Face or 20' from the right-of-way for side loaded garage
Side Setback (minimum)	10' – Corner Lots 0' – From Other Property Lines	10' – From right-of-way 5' – From Other Property Lines
Rear Setback (minimum)	4' – From Alley 0' – From Other Property Lines	4' – From Alley 10' – From Other Property Lines
Height Maximum	40' except as by Use by Special Review	35' except as by Use by Special Review

Duplex Dwelling Unit		
	Current	Proposed
Front Setback (minimum)	10' – Principle Building 12' – Perpendicular Garage 8' – Parallel Garage	10' – Porch or Living Space 18' – To Garage Face or 20' from the right-of-way for side loaded garage
Side Setback (minimum)	10' – Corner Lots 0' – From Other Property Lines	10' – From right-of-way 0' – For Common Wall 5' – From Other Property Lines
Rear Setback (minimum)	4' – From Alley 0' – From Other Property Lines	4' – From Alley 10' – From Other Property Lines
Height Maximum	40' except as by Use by Special Review	35' except as by Use by Special Review

Lot Size		
	Current	Proposed
Single-Family Detached Lot Size (minimum)	3,500 square feet	4,500 square feet
Single-Family Attached Lots Size (minimum)	3,500 square feet	2,000 square feet

The existing zoning for the subject property was approved in 2003. The development standards (setbacks and lot sizes) of the original zoning are not conducive to current development patterns. Additionally, in 2003 the subject property was included in a much larger PD that was over 2,700 acres. Over the course of 16 years the larger PD has been rezoned into other PDs (Anthology PD and Hess Ranch PD) and this Planning Area has remained unchanged.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1984	The subject property was voluntarily annexed by the Town of Parker and zoned for residential uses.
2003	The applicable Development Plan and Guide that allows for residential uses on the subject property were approved by Town Council.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	SunMarke PD Planning Area 11 THd, allows for a variety of residential uses.		
Master Plan Area	Medium Density Residential		
Site Acreage	60.49		
Subdivision	SunMarke Filing No. 1 (proposed via SUB18-030 and SUB18-034)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development – Mixed Use	Undeveloped
South	Medium Density Residential	PD - Planned Development – Residential Uses	Row homes, a church and a school
East	Medium Density Residential	PD - Planned Development – Residential and Commercial Uses	Motsenbocker Road, single-family detached residential and landscape contractor yard
West	Medium Density Residential	PD - Planned Development – Residential Uses	Undeveloped

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medium Density Residential: Consists 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.
Consistent Goals/Strategies	<u>Land Use 1.A</u> <u>Land Use 1.B</u>

	Land Use 1.D Land Use 1.E Land Use 1.I Community Appearance and Design 1.B Community Appearance and Design 1.C Housing and Neighborhoods 1 Housing and Neighborhoods 1.A Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Transportation 2.B Transportation 2.C Transportation 2.D Transportation 3.C Transportation 5.B Natural Resource Protection 1.A Natural Resource Protection 2.A Natural Resource Protection 4.E Natural Resource Protection 4.I Open Space and Recreation 1 Open Space and Recreation 1.A Open Space and Recreation 2 Open Space and Recreation 2.A Open Space and Recreation 3 Open Space and Recreation 3.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for medium density residential uses per the General Land Use Plan. The proposed amendments to the Development Guide will facilitate the development of single-family attached and detached homes in accordance with the medium density residential designation.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	Current	Proposed	Analysis
Setbacks	See Section I of this report.	See Section I of this report.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Size	See Section I of this report.	See Section I of this report.	☒ Consistent ☐ Inconsistent ☐ N/A
Units Per Acre	A maximum of 285 units are allowed per the zoning.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A

Allowed Uses	Single Family Detached Units. Zero Lot Line Units. Manor Home Units. Duplex Units. Townhome Units. Clustered Single Family Units. Public and private schools. Private recreational and park uses, country clubs, golf courses, recreational facilities. Public parks, playgrounds and other recreational areas.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change
Height/Stories	See Section I of this report.	See Section I of this report.	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The request to amend certain bulk standards and lot size requirements in the SunMarke PD is consistent with the uses that are allowed in the Development Guide. The requested amendments simply allow for the construction of home types that are permitted by the zoning and currently in demand in the market place.		

VI. DESIGN REVIEW

N/A. There is no design review associated with a rezoning application.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Primary access for the development is proposed from three points off collector roadways. Two of the access points will be off the existing French Creek Avenue located to the south of the development and one access will be located on the future Great Plains Way along the southwest edge of the development. The portion of Great Plains Way adjacent to the property will be constructed with the development and extended to connect with Chambers Road when future development occurs on the adjacent property to the west.

As a part of the development of the property, the applicant will be required to construct the portion of the Oak Gulch Regional Trail that is adjacent to their development.

The intersection of French Creek Avenue and Motsenbocker Road will be signalized in the future. The developer will be required to pay to the Town the Property's share of the cost to design and construct this future signal.

VIII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response:

The proposal to provide paired homes was based on adjacent land use patterns and a desire to incorporate a range of housing options to meet the needs of their growing community as identified in the Parker 2035 Master Plan. To move forward with the paired home product a change in the minimum lot size is necessary. This type of development with smaller lots and common green spaces offers owner-occupied, affordable, workforce housing choices. Limited housing for this demographic was noted in the Housing and Neighborhoods Vision Chapter of the Master Plan. These choices suit many segments of the population, from older adults, young professionals, and small families.

The proposed paired homes provide a housing choice on a lot with a minimum width of 25 feet and a minimum depth of 80 feet. This type of housing is intended to provide smaller lots which require less maintenance but will be significantly landscaped in a consistent manner throughout the development. Furthermore, there is a substantial amount of common open space that will be landscaped to create an aesthetically pleasing pedestrian environment. The lot dimensions chosen for this site reflect a growing trend in the market within the Denver Metro area and within Parker. This trend being smaller lots with overall less yard maintenance and associated costs. The project team worked a comparable project in Parker (the Olde Town at Parker Filing 1B, approved in 2017) that had paired home products on smaller lots with common, landscaped open space. These lots are an appropriate size for this site as they provide a transition from the larger lots of the proposed neighborhood and the existing 875 square foot paired home lots to the south of the site, across French Creek Avenue.

Staff Analysis:

The request to amend the SunMarke PD and Guide will accommodate a home product in the southeast corner of the subject property that is similar to the home products on the south side of French Creek Avenue. By providing a similar home product on this location of the subject property, there will be a transition from the smaller home products to the larger home products. This will help to create a sense of community and similarity between the two separate developments and provide more housing options for current and future Parker residents. In short, the urban design of the French Creek Avenue corridor in this area will present as a cohesive corridor as opposed to a contrast of housing types. Absent of this zoning amendment, this could not be achieved. Therefore, there is a need for the requested rezoning.

Based on this analysis, the proposal meets this criterion.

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

Applicant's Response:

Yes, the proposed development provides for a total of 209 single family detached and attached housing units. The SunMarke Development Plan allows for up to 285 dwelling units within this Planning Area (PA11). The attached housing units are appropriate for the eastern portion of the development as they will serve as a transitional land use between the single-family detached homes and the established townhomes to the south of French Creek Avenue.

Staff Analysis:

As detailed in Sections IV and V of this staff report, the subject property is designated for medium-density residential uses and the subject property is zoned for a variety of residential building types. The requested rezoning will not change the allowable number of residential units allowed on the property. The applicant is proposing single-family detached and attached residential development, which is consistent with the Master Plan and the zoning. Additionally, the change in bulk standards and lot size will facilitate a continuation and transition from the existing single-family attached residential units on the south side of French Creek Avenue. In order to provide the transition from existing development to proposed development and because the request is consistent with the Master Plan and the zoning for the property, this is the correct site for the proposed development.

Based on this analysis, the proposal meets this criterion.

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

Applicant's Response:

There has been no error in the established zoning. The proposed uses of single family detached and attached are allowed in the PD Plan.

Staff Analysis:

There has been no error in the original zoning. Therefore, this criterion has been met.

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

Applicant's Response:

The development of townhomes to the south has created the need for a transitional land use between the townhomes and proposed single family detached units. This transition can be best served through a paired home product which are an appropriate means for addressing aesthetics and land use interaction between different land uses. The vision for the housing stock expressed in the Parker 2035 Master Plan indicates the need for a healthy mix of housing types to meet market demands thereby keeping home ownership rates high, vacancy rates low, and expanding affordable options. The paired home product supports these goals and was determined as the best option for an attached housing product as it would provide an owner-occupied housing product on individual lots. The concept for the alley loaded paired home product is to provide smaller lots (2,000sf) but provide significant common open space that provides a landscaped pedestrian network that will serve these future homeowners.

Furthermore, the landscaped tracts and pedestrian connections adjacent to French Creek Avenue will provide for an enhanced pedestrian experience for the public as well.

Staff Analysis:

The existing zoning for the subject property was approved in 2003. Since that time there has been development to the south of the subject property and the zoning amendment is a response to that development in order to provide a continuation and transition from that development. Additionally, in 2003 the subject property was included in a much larger PD that included over 2,700 acres. Over the course of 16 years the larger PD has been rezoned into smaller PDs (Anthology North PD and Hess Ranch PD) and this Planning Area has remained unchanged and does not reflect the development patterns that have occurred.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

Yes, the proposed plan provides for the appropriate ROW and private drives. The internal alleys for the paired homes will be privately maintained by the HOA. Project team members have designed the private drives and public streets to meet the specifications required by the Town of Parker and the relevant utility providers. Furthermore, the project team is coordinating with Town staff on the requirements for additional ROW dedication for Motsenbocker Road. The revised Preliminary/Sketch Plan includes the additional ROW requested by staff.

Staff Analysis:

The Town of Parker Public Works/Engineering Department has reviewed and approved the traffic analysis that was provided by the applicant. The applicant has agreed to dedicate all right-of-way that has been requested by the Town. Additional information related to this analysis can be found in Section VII of this staff report.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

No, additional municipal service costs to the Town are not anticipated.

Staff Analysis:

There are no municipal service costs that the Town is not prepared to meet. Therefore, this criterion has been met.

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

Applicant's Response:

There are no known environmental impacts associated with the development of the property.

Staff Analysis:

There are no known additional environmental impacts associated with the requested rezoning and no referral agencies have indicated any additional environmental impacts. Therefore, this criterion has been met.

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

Applicant's Response:

Yes, the proposed development is consistent with the overall goals of the Town of Parker and proposed land uses are consistent the SunMarke PD Development Guide. The density of the proposed development is in line with the Parker 2035 Master Plan's designation of a neighborhood character area described as Medium Density Residential. The Master Plan designates Medium Density Residential as being 3.5 dwelling units per acre. The proposed density is in line with this at 3.48 dwelling units per acre. This is significantly below the density of 10 dwelling units per acre outlined in the SunMarke PD Development Guide. With this in mind, the proposed density demonstrates the development team's understanding of the importance of the desired density outlined in the Master Plan and how it relates to the Town of Parker's goal of maintaining residential neighborhood character.

Staff Analysis:

As detailed in Section IV of this staff report, the proposed zoning amendment is consistent with the Town's Master.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

Yes, the proposed development provides the necessary open space and park dedication as specified by the Town of Parker. "Will Serve" letters have been provided by the relevant utility providers indicating they are able to provide utility services. It is also recognized that a per lot contribution to Douglas County School District is required at the time of building permit.

Staff Analysis:

The Parker Water and Sanitation District has indicated an ability to serve the subject property, the applicant will be required to satisfy the school dedication requirements from the Land Development Ordinance as a part of the final platting process and as a part of the sketch plan and preliminary plan applications (SUB18-030 and SUB18-034) the applicant has demonstrated compliance with the open space and park dedication requirements.

Based on this analysis, this criterion has been met.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Anthology West Master Association	No comments
Brownstone Row Owner's Association	No comments
Douglas County Schools	Advisory comments
Fire Life Safety	Approved
Horseshoe Ridge HOA	No comments
IREA	Approved
Parker Engineering	No comments
Parker Police	No comments
Parker Water and Sanitation	Approved
Stroh Ranch Homeowner's Association.	No comments
SunMarke Station Community Association	No comments

X. CONCLUSION

The applicant, RainTree Investment Corp., is requesting to amend certain bulk standards and lot size requirements in the SunMarke PD and Guide in order to align the bulk standards and lot size requirements with the permitted residential types and to accommodate future homes that meet the current market demand.

The existing zoning for the subject property was approved in 2003. Since that time there has been development to the south of the subject property and the zoning amendment is a response to that development in order to provide a continuation and transition from that development. Additionally, in 2003 the subject property was included in a much larger PD that included over 2,700 acres. Over the course of 16 years the larger PD has been rezoned into smaller Planned Developments and this Planning Area has remained unchanged and does not reflect the development patterns that have occurred.

XI. RECOMMENDED CONDITIONS

None

XII. ATTACHMENTS

1. Project Narrative
2. Applicant's Rezoning Criteria Analysis
3. Referral Agency Comments
4. Proposed Development Guide

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

Updated and resubmitted on April 4, 2019

Mr. Paul Workman
Senior Planner
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Re: Project Letter of Introduction – SunMarke Filing 01 Narrative

Dear Mr. Workman,

We are pleased to submit this letter and associated documents on behalf of our client, Raintree Investment Corporation, for a formal request to consider approval of a Sketch and Preliminary Plan and an amendment to the existing Planned Development Guide for the proposed SunMarke Filing NO. 01 project. This letter provides an overview of the project application, proposed process, and specific project components.

The following team members have been assembled to complete this application:

Civil Engineer

Harris Kocher Smith
1120 Lincoln ST., Suite 1000
Denver, CO 80203
303-623-6300
Contact: John Stafford

Planner/Landscape Architect

Norris Design
1101 Bannock Street
Denver, CO 80203
303-892-1166
Contact: Bill Mahar

Submittal Documents and Processes

The following enclosed documents have been compiled to meet the application requirements as well as provide further background on the project:

- Land Use and Development Application with Exhibits A-E
 - Exhibit A – Legal Description of Project Area
 - Exhibit B – Title Report
 - Exhibit C – Letter of Authorization
 - Exhibit D – Disclosure Letter
 - Exhibit E – Vicinity Map
- Letter of Introduction (this letter)
- Sketch/Preliminary Plan
 - CS - Cover Sheet
 - C-1 - Existing Conditions Map
 - C-2 - Overall Site Plan
 - C-3 - Site Plan SW
 - C-4 - Site Plan NW
 - C-5 - Site Plan NE
 - C-6 - Site Plan SE
 - C-7 - Line and Curve Tables
- Drainage Report

- Construction Documents Anthology Filing NO. 1
- Parker Water and Sanitation District (PWSD) Construction Documents Anthology Filing NO. 1
- Lot Fit Exhibit
- Auto-Turn Exhibit
- IREA Will Serve Letter
- PWSD Will Serve Letter
- Traffic Letter
- Geo Tech Report
- Landscape Plan
- Irrigation Plan
- Revised Anthology North First Amendment PD Guide

The aforementioned documents have been uploaded to e-trakit.

On the previous filing of Stroh Ranch 18B, Town staff directed us to not include the grading and utility plans that are typically part of the Sketch/Preliminary Plan sheet set. Due to that direction we have included the utility plan with the Water and Sanitary Plan set and the grading plan is within the Town of Parker Construction Document set.

Mineral Rights

A mineral rights claim is entitled to this property. The appropriate notice will be provided to the mineral rights holder as required by Colorado State Statute.

Neighborhood Association

This project was presented at the local HOA on Monday, December 3, 2018. About 50 community members attended the meeting. Neighbors were presented with project details and discussed with the development team questions and concerns regarding the project. Additionally, the Town of Parker project planner was in attendance to observe the dialogue between neighbors and the development team.

Below is a list of questions received and the team's responses:

- Q: *When will the remaining portion of French Creek be widened (in front of the proposed Filing No. 1 parcel)?*
A: *French Creek will be widened with the construction of the development improvements associated with Filing No. 1. This will complete all the remaining portions of French Creek that still need to be widened.*
- Q: *Will the intersection at Motsenbocker & Hess Road be further improved?*
A: *Yes, we (Developer) are dedicating R.O.W. for the additional future turn lanes with the Filing No. 1 Plat. The Town of Parker has plans to make these future intersection improvements in their transportation plans.*
- Q: *Will there ever be a traffic signal installed at French Creek & Motsenbocker?*
A: *We understand a signal is planned for this location when signal warrants are met.*
- Q: *Will there be additional parks, recreation amenities, open space included with Filing No. 1?*
A: *Yes, there are programmed parks with active recreation and playground amenities, passive spaces, natural open spaces and landscape buffering along corridors planned for Filing No. 1. All of these parks, open spaces, amenities planned for Filing No. 1 meet the Town of Parker's requirements.*
- Q: *Will there be a new clubhouse / pool built with Filing No. 1, since adding new residents to the existing clubhouse / pool facility will make it more crowded?*

A: *The current clubhouse / pool facility was originally designed to accommodate full planned build-out of the Anthology West/Stroh neighborhood. Additionally, there will be less homes actually constructed in the Anthology West neighborhood than originally planned. For example, Filing No. 1 was originally planned for 225 homes, however the actual Filing No. 1 plan will have only 209 homes. Also, in 2018, the developer voluntarily significantly expanded the pool deck area, provided an additional shade structure / gathering area in the grassy area. Additionally, patio / deck furniture is scheduled to be purchased for the 2019 season, providing more seating opportunities.*

Q: *Will there be other roadways in and out of the Anthology West neighborhood, other than French Creek, in the future?*

A: *Yes, there are collector road stub-outs being constructed with Filing No. 1 (and with previous Anthology Filings 17 and 18) that will connect to future developments located adjacent to the western boundary of Filing No. 1. When that future community develops there will be road connections through it that will provide additional alternate roadway connectivity, including connection direction to Hess Road.*

Q: *Will Filing No. 1 be part of the current Anthology Master HOA?*

A: *Yes, this has been planned since the beginning of the project. All Filing No. 1 lots have been identified in the Master HOA documents and are annexable lots. The paired units may have their own separate sub-association that will include more maintenance of the buildings and landscape areas within the paired lot area. Such a separate sub-association, with additional maintenance responsibilities, will be paid for only by the residents of the paired units.*

Q: *The lifeguards at the Anthology pool have to spend a lot of time monitoring the chlorine and chemical levels of the pool rather than lifeguarding. Can this change?*

A: *Yes, an automatic chemical monitoring and balancing system is being installed in the pool for the 2019 summer that will relieve the lifeguards of having to perform a majority of these duties. It was noted this was primarily an HOA / property management issue instead of a developer issue, however.*

Project Background and Pre-Application Meetings

The proposed subdivision of SunMarke Filing NO. 01 is currently a 60 acre unplatted parcel of land that is located within the corporate limits of the Town of Parker. The site is bounded on the east by Motsenbocker Road and on the south by French Creek Avenue.

The proposed project is designed to be a walkable, single family neighborhood. The park and open spaces are designed with significant landscaped areas, sidewalks, and activated parks that provide amenities from active play structures and natural play areas to walking paths and seating areas. This will ensure the spaces and amenities provide uses for a wide range of ages and abilities.

This project is the final piece of the SunMarke Development Plan. To the south of the proposed site is the Stroh Ranch Planned Development, which is largely built out, including the SunMarke Townhomes and an LDS church directly south of the site, across French Creek Avenue.

At the initial pre-application meeting on November 27, 2017, the conceptual plan for single family detached homes was presented. During the meeting, staff recommended to revise the plan to include attached housing products within the area along French Creek Avenue. Staff stated they would like to see a diversity of housing types and also provide an attached housing product that is compatible with the existing attached townhomes that are adjacent and located on the south side of French Creek Avenue.

The initial park layout was also discussed, and staff recommended to incorporate two park areas and provide for pedestrian connections and view corridors throughout the subdivision.

A second pre-application meeting was held on March 27, 2018 to review the revised site plan. The paired home layout was presented. At that meeting it was discussed that a revision to the PD Guide would be needed for the minimum lot size for the attached product. The conceptual park plan was reviewed as well. We discussed the nature play components of the park areas and how each park will provide different amenities and activities.

Residential Land Use

The proposed subdivision contains 209 residential lots of single family detached homes and paired homes. The residential lots account for 25 acres or 41.34% of the overall site.

Single Family Detached

- 125 lots
- Smallest proposed SFD lot is 5,500 sf. The submitted PD Guide was revised to provide for a minimum lot size of 4,500 sf for SFD.
- Access is by public streets

Single Family Attached (Paired Homes)

- 84 lots
- Smallest proposed SFA lot is 2,000 sf. The submitted PD Guide was revised to provide for a minimum lot size of 2,000 sf for attached housing products.
- The vehicular access to the paired homes will be from the rear.
- Each of the 84 Single Family Attached homes will feature two car garages for a total of 168 garage spaces. Additionally, there are 48 visitor parking spaces proposed.
- This brings the total number of proposed parking spaces to 216.
- Private drives and guest parking will be incorporated into tracts. Maintenance of the private drives and parking lots will be by Home Owners Association.
- The landscape serving the paired homes that is not on individual lots will be maintained by the Home Owners Association.

Park and Open Space Areas

The proposed park and open space for this project account for 38.44% of the site or 23.22 acres. This is a significant amount of park and open space area and consistent with the park and open space acreages that have been provided throughout the Anthology/Stroh Ranch neighborhoods.

For this proposed neighborhood, the park space requirement is 4.99 acres per the LDO requirement of 209 lots x 0.0239 = 4.99. Based on this calculation we have identified 5 acres of dedicated park area on the attached Park and Open Space Exhibit.

Additionally, many of the open space areas will be extensively landscaped to foster the pedestrian experience throughout the neighborhood. The open space along French Creek Avenue has been designed to follow the landscape design concept that has been established along Keyser Creek and the portion of French Creek outside of

this project area. The project's civil engineer has been working with the drainage authority on drainage improvements within the Oak Gulch area. The trail location has been identified and conversations regarding construction of the trail are forthcoming. This will be finalized at the time of the final plat.

The proposed SunMarke Filing NO. 1 application strives to meet Town land use needs while responding to neighborhood context and market conditions. We believe this proposal will facilitate the continued development of high-quality neighborhoods within the Town of Parker. We look forward to working with the Town during the review and approval process for this application.

Please contact me if you have any questions or if you need additional information.

Sincerely,
Norris Design



Bill Mahar, AICP
Senior Associate

October 16, 2018

(Resubmitted on April 4, 2019)

Mr. Paul Workman
Senior Planner
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Re: Rezoning Criteria Letter – SunMarke Filing 01

Dear Mr. Workman:

This letter provides an introduction of the proposed paired housing product within the SunMarke Filing 01 Sketch/Preliminary Plan. We have also addressed the rezoning criteria of Section 13.04.240 (f) of the Land Development Ordinance.

The proposed development of SunMarke Filing 01 was initially planned for single family detached homes. During meetings with Town staff in early 2018, they recommended to reconfigure the proposed plan to allow for attached housing. Their recommendation was based on the fact that townhomes have been developed on the south side of French Creek Avenue and the inclusion of an adjacent attached housing product would serve as transitional land use between the proposed single family detached homes and the existing townhomes.

Furthermore, Town staff stated that the inclusion of more diverse housing products within this area of Parker as well as the larger community is consistent with the market trends within the Denver Metropolitan Area. They generally stated they would like to encourage the development of a wider range of housing choices that would appeal to a large segment of the population that is often looking for smaller lot housing options such as, younger professionals and families to the older population.

Based on the direction offered by staff, the project team revised the proposed plan to provide for paired homes (duplexes). The minimum lot size is 2,000sf and the minimum lot dimensions area 25' wide by 85' in depth. They are alley loaded that provide access to two car garages. Guest parking stalls have been included in various locations throughout the paired home area.

The front of the paired homes will have small yards with porches and sidewalk connections to common open space or public tree lawns and sidewalks. The common open space tracts will be maintained by the Home Owners Association and likely the landscape within the residential lots as well. The open space has been thoughtfully designed to foster a pedestrian environment. The landscape design concept follows the patterns and plant materials that have been utilized within the established Stroh Ranch and Anthology neighborhoods.

At the second pre-application meeting on March 27, 2018 staff indicated support for the paired home layout and indicated a PD amendment would be necessary for the project due to the smaller lot size of 2,000sf. The current SunMarke Planned Development Guide allows for paired homes (duplexes), but the minimum lot size is 3,500 sf. Below, we have addressed the zoning change criteria of the Land Development Ordinance (LDO) Section 13.04.240 (f).

Town LDO Section 13.04.240 (f) Rezoning/PD Amendment Criteria

The application meeting the applicable review criteria as defined in the Town's LDO ordinance.

1. A need exists for the proposal;

The proposal to provide paired homes was based on adjacent land use patterns and a desire to incorporate a range of housing options to meet the needs of their growing community as identified in the Parker 2035 Master Plan. To move forward with the paired home product a change in the minimum lot size is necessary. This type of development with smaller lots and common green spaces offers owner-occupied, affordable, workforce housing choices. Limited housing for this demographic was noted in the Housing and Neighborhoods Vision Chapter of the Master Plan. These choices suit many segments of the population, from older adults, young professionals, and small families.

The proposed paired homes provide a housing choice on a lot with a minimum width of 25 feet and a minimum depth of 80 feet. This type of housing is intended to provide smaller lots which require less maintenance but will be significantly landscaped in a consistent manner throughout the development. Furthermore, there is a substantial amount of common open space that will be landscaped to create an aesthetically pleasing pedestrian environment. The lot dimensions chosen for this site reflect a growing trend in the market within the Denver Metro area and within Parker. This trend being smaller lots with overall less yard maintenance and associated costs. These lots are an appropriate size for this site as they provide a transition from the larger lots of the proposed neighborhood and the existing 875sf paired home lots to the south of the site, across French Creek Avenue.

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

Yes, the proposed development provides for a total of 209 single family detached and attached housing units. The SunMarke Development Plan allows for up to 285 dwelling units within this Planning Area (PA-11). The attached housing units are appropriate for the eastern portion of the development as they will serve as a transitional land use between the single-family detached homes and the established townhomes to the south of French Creek Avenue.

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

There has been no error in the established zoning. The proposed uses of single family detached and attached are allowed in the PD Plan.

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

The development of townhomes to the south has created the need for a transitional land use between the townhomes and proposed single family detached units. This transition can be best served through a paired home product which are an appropriate means for addressing aesthetics and land use interaction between different land uses. The vision for the housing stock expressed in the Parker 2035 Master Plan indicates the need for a healthy mix of housing types to meet market demands thereby keeping home ownership rates high, vacancy rates low, and expanding affordable options. The paired home product supports these goals and was determined as the best option for an attached housing product as it would provide an owner-occupied housing product on individual lots. The concept for the alley loaded paired home product is to provide smaller lots (2,000sf) but provide significant common open space that provides a landscaped pedestrian network that will serve these future homeowners. Furthermore, the landscaped tracts and

pedestrian connections adjacent to French Creek Avenue will provide for an enhanced pedestrian experience for the public as well.

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

Yes, the proposed plan provides for the appropriate ROW and private drives. The internal alleys for the paired homes will be privately maintained by the HOA. Project team members have designed the private drives and public streets to meet the specifications required by the Town of Parker and the relevant utility providers. Furthermore, the project team is coordinating with Town staff on the requirements for additional ROW dedication for Motsenbocker Road. The revised Preliminary/Sketch Plan includes the additional ROW requested by staff.

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

No, additional municipal service costs to the Town are not anticipated.

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

There are no known environmental impacts associated with the development of the property.

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

Yes, the proposed development is consistent with the overall goals of the Town of Parker and proposed land uses are consistent the SunMarke PD Development Guide. The density of the proposed development is in line with the Parker 2035 Master Plan's designation of a neighborhood character area described as Medium Density Residential. The Master Plan designates Medium Density Residential as being 3.5 dwelling units per acre. The proposed density is in line with this at 3.48 dwelling units per acre. This is significantly below the density of 10 dwelling units per acre outlined in the SunMarke PD Development Guide. With this in mind, the proposed density demonstrates the development team's understanding of the importance of the desired density outlined in the Master Plan and how it relates to the Town of Parker's goal of maintaining residential neighborhood character.

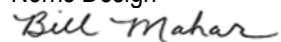
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses

Yes, the proposed development provides the necessary open space and park dedication as specified by the Town of Parker. Will Serve letters have been provided by the relevant utility providers indicating they are able to provide utility services. It is also recognized that a per lot contribution to Douglas County School District is required at the time of building permit.

Please contact me if you have any questions or if you need additional information.

Sincerely,

Norris Design



Bill Mahar, AICP
Senior Associate



August 9, 2018

Paul Workman
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

**RE: Anthology Rezoning Z18-018, Anthology Filing No. 1 Sketch Plan SUB18-030,
Anthology Filing No. 1 Preliminary Plan SUB18-034**

Dear Mr. Workman;

On behalf of Douglas County School District (DCSD), we have a couple comments regarding these applications that we would like to resolve prior to approval.

The proposed sketch plan and preliminary plan propose 209 residential lots on 36.73- acres are estimated to generate a total of 157 students including 82 elementary students, 25 middle school students and 50 high school students. These students will generate a total school land dedication requirement of 3.72 – acres, of which 1.47-acres is attributed to the elementary school requirement. The sketch/preliminary plan does not include a school site.

This application is a portion of the Hess Ranch Planned Development. DCSD has calculated the amount of school site land requirement for students generated by Hess PD, 1st Amendment and Anthology North PD. The reason for this is that the two developments share school sites. Land dedication for the two planned developments total 49.68-acres for elementary schools and 69.31-acres for secondary schools. The Hess PD 1st Amendment and Anthology North PD together result in the total school land requirements for four 12-acre elementary school sites and one 75-acre joint middle/high school site, of which DCSD requested two 12-acre elementary school sites to be located in the Anthology North PD. However, the approved annexation agreement includes a requirement for dedication of two separate parcels described as Planning Areas 19 and 37 totaling a minimum of 22.02 grows acres for school sites.

The Anthology North PD plan includes one 75-acre middle school/high school campus. This campus is intended to meet the needs of this preliminary plan and other future development in the area. In addition, an 18-acre school site within the Arlington PD is being utilized by the Stone Canyon PD, Pinery West, and Arlington PD to meet the collective school site land dedication requirement. A total of 1.48-acres of land associated with that site is available for use by Hess PD.

With a commitment to dedicate 10.753-acres for elementary school land within the Trails at Crowfoot subdivision, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess PD, DCSD requests cash-in-lieu for the additional 3.247- acres requested beyond the 20-acres to be provided.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "a cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser." DCSD would like a complimentary copy of the appraisal prepared. We would ask that the fee be paid at the time of final plat.

Additionally, with Anthology North PD, DCSD asked for a voluntary mid-range contribution of \$1952 per residential unit towards the Capital Mitigation component. It is our understanding that the Town of Parker determined that the annexation agreement could not add new exactions. New schools will be needed to serve this area.

We would like to have confirmation of concurrence with these commitments for the application to move forward. Once we receive that confirmation, DCSD supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC

A handwritten signature in black ink, reading "Steve Ormiston", is displayed on a light gray rectangular background.

Steve Ormiston
Consultant to DCSD

ORDINANCE NO. 3.209.4, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE SUNMARKE PD DEVELOPMENT GUIDE, PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “SunMarke PD Development Guide,” approved by the Town Council on August 5, 2003, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on October 3, 2003, at Reception No. 2003146587, pursuant to the Town of Parker Land Development Ordinance.

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

e. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The SunMarke PD Development Guide for the Property is hereby amended as provided in the “First Amendment to the SunMarke PD Development Guide,” which is attached hereto as **Exhibit B** and incorporated by this reference (the “First Amendment”). This text amendment is to address changes to the bulk standards and minimum sizes, as described in Exhibit B.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it

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

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

Section 7. This Ordinance shall not be deemed approved until the final plats for Filing Nos. 1 and 9 for the Property are approved by the Town. In the event that these filings are approved by the Town, then, in that event, this Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, AND A PORTION OF TRACT "D" STROH RANCH FILING 18A AS RECORDED UNDER RECEPTION NO. 2003022326 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 33, THENCE SOUTH 05°00'46" WEST, A DISTANCE OF 596.65 FEET TO A POINT ON THE WESTERLY LINE OF STROH RANCH FILING 11 AS RECORDED AT RECEPTION NO. 99012788 OF SAID COUNTY RECORDS SAID POINT BEING THE POINT OF BEGINNING;

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

1. SOUTH 00°12'46" WEST, A DISTANCE OF 432.92 FEET TO A POINT OF CURVATURE; 2. ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13°44'43", A RADIUS OF 1,660.00 FEET AND AN ARC LENGTH OF 398.23 FEET, (CHORD BEARS SOUTH 07°05'08" WEST, A DISTANCE OF 397.28 FEET) TO A POINT ON THE NORTH LINE OF STROH RANCH FILING NO. 13 AS RECORDED AT RECEPTION NO. 01059724 OF SAID COUNTY RECORDS.

THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID FILING NO. 13 THE FOLLOWING FIVE (5) COURSES;

1. NORTH 76°02'31" WEST, A DISTANCE OF 12.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15°58'32", A RADIUS OF 1,648.00 FEET AND AN ARC LENGTH OF 459.51 FEET, (CHORD BEARS SOUTH 21°56'45" WEST, A DISTANCE OF 458.02 FEET);
3. SOUTH 75°04'05" WEST, A DISTANCE OF 48.66 FEET;
4. NORTH 60°28'50" WEST, A DISTANCE OF 431.19 FEET TO A POINT OF CURVATURE; 5. ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 75°46'00", A RADIUS OF 1,372.00 FEET AND AN ARC LENGTH OF 1,814.30 FEET, (CHORD BEARS SOUTH 81°38'10" WEST, A DISTANCE OF 1,684.97 FEET) TO THE NORTHWEST CORNER OF SAID FILING NO. 13 AND THE NORTHEASTERLY CORNER OF SAID FILING NO. 18A;

THENCE ALONG THE NORTH LINE OF SAID FILING NO. 18A THE FOLLOWING (2) COURSES;

1. CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°35'33", A RADIUS OF 1372.00 FEET AND AN ARC LENGTH OF 86.03 FEET, (CHORD BEARS SOUTH 41°57'24" WEST, A DISTANCE OF 86.01 FEET);
2. SOUTH 40°09'37" WEST, A DISTANCE OF 109.86 FEET, TO THE NORTHEAST CORNER OF SAID TRACT "D";

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FRENCH CREEK AVENUE THE FOLLOWING (2) COURSES;

1. SOUTH 40°09'37" WEST, A DISTANCE OF 97.33 FEET TO A POINT OF CURVATURE;
2. ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°17'45", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 30.98 FEET, (CHORD BEARS SOUTH 39°30'45" WEST, A DISTANCE OF 30.98 FEET) TO A POINT OF CUSP;

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 98°55'59", A RADIUS OF 6.50 FEET AND AN ARC LENGTH OF 11.22 FEET, (CHORD BEARS NORTH 10°36'08" WEST A DISTANCE OF 9.88 FEET);

THENCE NORTH 60°04'07" WEST, A DISTANCE OF 52.01 FEET; THENCE NORTH 85°54'58" WEST, A DISTANCE OF 18.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID FILING 18A;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES;

1. NORTH 85°54'58" WEST, A DISTANCE OF 187.60 FEET;
2. NORTH 46°01'59" WEST, A DISTANCE OF 114.82 FEET TO THE NORTHWEST CORNER OF SAID FILING 18A;

THENCE NORTH 46°01'59" WEST, A DISTANCE OF 25.03 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°45'35", A RADIUS OF 335.00 FEET AND AN ARC LENGTH OF 21.98 FEET, (CHORD BEARS NORTH 48°09'36" WEST) A DISTANCE OF 21.98 FEET;

THENCE NORTH 46°16'48" WEST, A DISTANCE OF 125.78 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 20°57'39", A RADIUS OF 465.00 FEET AND AN ARC LENGTH OF 170.11 FEET (CHORD BEARS NORTH 56°45'38" WEST, A DISTANCE OF 169.17 FEET);

THENCE NORTH 67°14'27" WEST, A DISTANCE OF 22.61 FEET TO A POINT;

THENCE NORTH 22°45'33" EAST, A DISTANCE OF 70.00 FEET;

THENCE NORTH 34°33'03" EAST, A DISTANCE OF 242.55 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67°55'20", A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 207.46 FEET, (CHORD BEARS NORTH 73°16'15" EAST A DISTANCE OF 195.52 FEET);

THENCE NORTH 43°43'39" EAST, A DISTANCE OF 865.32 FEET;
 THENCE SOUTH 86°38'38" EAST, A DISTANCE OF 480.66 FEET;
 THENCE NORTH 63°53'55" EAST, A DISTANCE OF 712.05 FEET;
 THENCE SOUTH 59°52'53" EAST, A DISTANCE OF 311.08 FEET;
 THENCE NORTH 65°03'57" EAST, A DISTANCE OF 146.84 FEET;
 THENCE NORTH 67°16'44" EAST, A DISTANCE OF 92.37 FEET;
 THENCE NORTH 79°36'20" EAST, A DISTANCE OF 114.37 FEET;
 THENCE NORTH 86°15'55" EAST, A DISTANCE OF 130.98 FEET;
 THENCE NORTH 77°51'49" EAST, A DISTANCE OF 101.33 FEET;
 THENCE NORTH 65°32'00" EAST, A DISTANCE OF 90.91 FEET TO A POINT OF NON-TANGENT CURVATURE;
 THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 53°08'20", A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 162.30 FEET, (CHORD BEARS SOUTH 63°13'04" EAST A DISTANCE OF 156.55 FEET);
 THENCE SOUTH 89°47'14" EAST, A DISTANCE OF 35.00 FEET TO A POINT ON THE WEST LINE OF SAID FILING NO. 11 AND THE POINT OF BEGINNING.
 EXCEPTING THEREFROM THAT PORTION OF SAID TRACT D, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "D";
 THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF FRENCH CREEK AVENUE THE FOLLOWING (2) COURSES;
 1. SOUTH 40°09'37" WEST, A DISTANCE OF 97.33 FEET TO A POINT OF CURVATURE;
 2. ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°17'45", A RADIUS OF 1370.00 FEET AND AN ARC LENGTH OF 30.98 FEET, (CHORD BEARS SOUTH 39°30'45" WEST, A DISTANCE OF 30.98 FEET) TO A POINT OF CUSP;
 THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 98°55'59", A RADIUS OF 6.50 FEET AND AN ARC LENGTH OF 11.22 FEET, (CHORD BEARS NORTH 10°36'08" WEST, A DISTANCE OF 9.88 FEET);
 THENCE NORTH 60°04'07" WEST, A DISTANCE OF 52.01 FEET;
 THENCE NORTH 85°54'58" WEST, A DISTANCE OF 18.70 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT D;

THENCE NORTH 67°30'21" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 160.22 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING NORTH 89°34'39" EAST. THE NORTH QUARTER CORNER OF SAID SECTION 33 IS MONUMENTED BY A 2" ALUMINUM CAP, ILLEGIBLE, AND THE NORTHEAST CORNER OF SAID SECTION 33 IS MONUMENTED BY A 3-1/4" ALUMINUM CAP IN RANGE BOX, ILLEGIBLE.

EXHIBIT B

SunMarke Amendment 1

Town of Parker

PD Development Guide
Original: May 20, 2003
Amendment 1: May of 2019

Owner:
Anthology Recovery Acquisitions, LLC
7200 S. Alton Way
Centennial, CO 80112

Consultant:
Norris Design
1101 Bannock Street
Denver, CO 80204

I. GENERAL PROVISIONS

II. DEFINITIONS

III. LAND USE REGULATIONS

- A. Residential (SFd)
- B. Residential (SFe)
- C. Residential (SFf)
- D. Residential (SFg)
- E. Residential (THd)
- F. Residential (THe)
- G. Mixed Use (MU)
- H. Parks
- I. Open Space (OS)
- J. Golf
- K. Floodplains/Stream Buffer Areas
- L. All Land Use Areas

IV. ENFORCEMENT AND ADMINISTRATION

- A. Incorporation of Planned Development Master Plan
- B. Effect of Recorded Plan

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the “SUNMARKE DEVELOPMENT PLAN” except as provided herein. The standards outlined in the Development Guide may be divergent from the zoning regulations contained in Chapter 13.04 of the Land Development Code, but not any other Chapter of the Land Development Code. In the event there is a conflict between the standards contained in the Development Guide and the Land Development Code (excluding Chapter 13.04) then the Land Development Code shall control.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variations

In no event shall the total number of 5,566 residential Dwelling Units within all Planning Areas as set forth on the “SUNMARKE DEVELOPMENT PLAN”, be exceeded. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Planned Development Master Plan. Remaining units may be transferred to other parcels in whole or in part, in support of the mixed-use concept. Any residential Planning Area may contain up to an additional ten percent (10%) of the total number of Dwelling Units set forth in the “SUNMARKE DEVELOPMENT PLAN”, for such Planning Area, as determined by the Developer. For parcels zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Du/Ac. An increase in the number of permitted Dwelling Units within any such Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the “SUNMARKE DEVELOPMENT PLAN” and PD Development Guide except as otherwise provided in Section 13.07.160 of the Town of Parker Land Development Code.

D. Planning -Area Boundaries

Wherever a Planning Area abuts a street as shown on the “SUNMARKE DEVELOPMENT PLAN”, the Planning Area boundary is the centerline of the abutting right-of-way of such street. Wherever a Planning Area does not abut a street, the Planning Area boundary shall be as shown on the “SUNMARKE DEVELOPMENT PLAN”. Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the “SUNMARKE DEVELOPMENT PLAN” provided the changes in the Planning Area does not exceed ten percent (10%).

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Soil Tests

Soil tests for building sites shall be provided at the time of building permit application for the purpose of establishing engineering criteria for building foundation design.

G. Homeowner Associations

Homeowner Associations composed of property owners in residential areas may be created for the following purposes: a). to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Association shall be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association, but shall not be required in residential areas where common land or facilities are not so owned and maintained.

II. DEFINITIONS

- A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.
- B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.
1. The particular controls the general.
 2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
 3. Words used or defined in one tense or form shall include other tenses and derivative forms.
 4. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
 5. The word “shall” is mandatory.
 6. The word “may” is permissive.
- C. **Definitions:**
1. Abut. To have a common border with.
 2. Accessory Buildings. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
 3. Building, Principal or Main. A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
 4. Building Front. That exterior wall of a Building which faces a Front Lot Line of a Lot.
 5. Building Ground Coverage. The amount of land covered or permitted to be covered by a Building.
 6. Building Height. The vertical distance from the average finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. A weighted average of the finished grade on the perimeter of the building may be utilized.
 7. Building Setback. The distance between the Building and the adjacent street right-of-way, property line, Private Street Easement line, or external parcel boundary.

8. Building Side. That exterior wall of a Building which faces a Side Lot Line of a Lot.
9. Building Rear. The exterior wall of a Building which faces a Rear Lot Line of a Lot.
10. Car Care Center. An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not include Paint spraying or body repair.
11. Density, Gross or Average. A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portions thereof; including all land within said Planning Area(s) or portion thereof reserved or dedicated for Open Space, recreation, educational, community, and public use, including Public Street rights-of way and Easements.
12. Density, Net. A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Open Space, recreation, educational, community or public use, including Public Street rights-of-ways.
13. Dwelling Unit, Atrium. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a private yard surrounded by buildings or walls forming an atria. This atria replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
14. Dwelling Unit, Clustered Single Family. A type of Single Family Detached or Attached Dwelling Unit development which combines reduced lot size with compensating amounts of Open Space within the proposed development.
15. Dwelling Unit, Patio. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
16. Dwelling Unit, Single Family. A Dwelling Unit Type which includes both Single Family Detached or Attached Dwelling Units.
17. Dwelling Unit, Single Family Attached. A Building designated for and containing more than one Dwelling Unit and occupied by not more than four (4) families within one Structure each of which is separated from the others by one (1) or more unpierced walls from ground to roof.
18. Dwelling Unit, Single Family Detached. A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall or floor in common with any other Dwelling Unit.

19. Dwelling Unit, Townhome. A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has individual outside access. Although Townhome Dwelling Units have no side yards, front and rear yards can exist.
20. Dwelling Unit, Zero Lot Line. An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
21. Dwelling Unit, Manor Home. A Building designated for and containing more than one Dwelling Unit and occupied by not more than eight (8) families within one Structure each of which is separated from the others by one (1) or more unpierced walls from ground to roof.
22. Dwelling Unit, Live/Work. An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where residential setbacks apply
23. Easement, Private Street. An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker approved fire access shall be provided in all cases.
24. Exterior Storage. Outdoor storage of fuel, raw materials, products and equipment. In the case of lumberyards, exterior storage includes all impervious materials stored outdoors.
25. Floor Area Ratio. A measurement of Development intensity expressed as a ratio derived by dividing the total Floor Area of a Building by the actual area of the Lot.
26. Garage, Parallel. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.
27. Garage, Perpendicular. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access
28. Group Care Facilities. A facility where three or more persons are provided supervision and a planned treatment of counseling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local/judicial/health/welfare agency or serve only referrals from such agencies. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
29. Land Use Category. A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.

30. Nursery. An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, potting soil, fertilizers and insecticides, hanging baskets, rakes and shovels.
31. Open Space / Golf. The area of land, located by convention, within the golf course safety corridor and held within private ownership, but which may be available for private or public use. Generally, this area will provide passive and active recreation opportunities, buffering for environmental and view-shed protection, aesthetic benefits, opportunities to enhance and widen open space corridors, and shape the patterns of urban development.
32. Parking Coverage. The amount of land covered or permitted to be covered by parking. Parking shall include all areas used for the display or parking of any and all types of vehicles, and all land upon which vehicles traverse the property as a function of the Principal Use.
33. Parking, Shared. Shared parking is a concept intended to alleviate parking spaces through coordination of land uses with parking requirements that have different demand patterns or times of peak usage. It is most effective when the associated land uses include some combination of peak parking characteristics that vary by time of day, day of the week, and/or season of the year. Areas of mixed-use zoning are often appropriate for the utilization of shared parking, due to the complimentary land uses involved. Land banking of parking requirements is another form of limiting the paved surface of the ground. Areas designed for future parking facilities are "land banked" and landscaped and/or hardscaped until the future need arises for the additional parking.
34. Planning Area. Parcels of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as illustrated on the PD Master Plan.
35. Planning Commission. The Planning Commission of the Town of Parker.
36. Principal Use. The specific primary purpose or activity for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
37. Recreational Vehicle. A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, boats, snowmobiles and other similar recreation equipment.
38. Restaurant, Conventional. An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
39. Restaurant, Fast Food. An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal

method of operation includes the following characteristics' food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.

40. Ridgeline: Major. Any substantial ridgeline on site, that when viewed from the site's periphery forms the horizon against the sky or is not backed by land of higher elevation within the property.
41. Setback. The distance between the Building Line and the adjacent street right-of-way line or Lot Boundary.
42. Structure. Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
43. Town Council. The Town Council for the Town of Parker.
44. Traditional Neighborhood Design (TND). Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.
45. Transit Oriented Design (TOD). Transit Oriented Design neighborhoods contain a broad mix of uses including: Single Family and Multi-Family residential combined with commercial and retail opportunities in land use patterns that help to create a pedestrian friendly environment, with convenient access to public transit.

III. LAND USE REGULATIONS

A. Residential (SFd)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Manor Home Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Zero Lot Line Dwelling Units.
 - c. Manor Home Dwelling Units.
 - d. Duplex Dwelling Units.
 - e. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
 - f. Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two Family Dwelling Units and Atrium Dwelling Units.
 - g. Attached or detached private garages (3 cars maximum).
 - h. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units, storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Town of Parker Zoning Ordinance.
 - i. Private and/or public Open Space.
 - j. Public and private schools and related administrative facilities for elementary and secondary education.
 - k. Private recreational and park uses, country clubs, golf courses, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
 - l. Public parks, playgrounds and other recreational areas.
 - m. Signs as permitted by the Town of Parker code.
 - n. Fences, hedges and walls as permitted by the Town of Parker code.
 - o. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.
 - b. Group Homes.
 - c. Common recreation vehicle storage area.
 - d. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - e. Places of religious assembly, religious schools.

- f. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - g. Child Care Centers.
4. Development Standards
- a. Average Density. The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in SFd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Zero Lot Line Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Manor Home Dwelling Unit

Building Front (from property line):	18 feet minimum (Principal Building) 20 feet minimum (Garage perpendicular) 15 feet minimum (Garage parallel)
Building Sides (from property line):	18 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 5 feet minimum from other property lines

Duplex Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front (from property line):	4 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	4 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Patio Dwelling Unit

Building Front (from property line):	8 feet minimum (Principal Building) 10 feet minimum (Garage perpendicular) 6 feet minimum (Garage parallel)
Building Sides (from property line):	8 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- d. Building Separation. The minimum building separation shall be the greater of:
 - i). eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFd Lands Use Parcels, or
 - ii). shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height.
- f. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be thirty five hundred (3500) square feet.

B. Residential (SFe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Manor Home Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.
2. Uses Permitted by Right
 - a. All uses permitted by right within the Residential (SFd) Land Use Category.
 - b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. All uses permitted by Special Review within the Residential (SFd) Land Use category.
4. Development Standards
 - a. Average Density. The Average Density shall be up to six (6) Dwelling Units per acre for each SFe Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in SFe residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Zero Lot Line Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Manor Home Dwelling Unit

Building Front (from property line):	18 feet minimum (Principal Building) 20 feet minimum (Garage perpendicular) 15 feet minimum (Garage parallel)
Building Sides (from property line):	18 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 5 feet minimum from other property lines

Duplex Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front (from property line):	4 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	4 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Patio Dwelling Unit

Building Front (from property line):	8 feet minimum (Principal Building) 10 feet minimum (Garage perpendicular) 6 feet minimum (Garage parallel)
Building Sides (from property line):	8 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- d. Building Separation. The minimum building separation shall be the greater of:
- i). eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFe Lands Use Parcels, or
 - ii). shall be governed by the applicable building code.

- e. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height.
- f. Minimum Lot Sizes. The minimum lot sizes in SFe residential Planning Areas shall be thirty five hundred (3500) square feet.

C. Residential (SFf)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Manor Home Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.
2. Uses Permitted by Right
 - a. All uses permitted by right within the Residential (SFd) Land Use Category.
 - b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. All uses permitted by Special Review within the Residential (SFd) Land Use category.
4. Development Standards
 - a. Average Density. The Average Density shall be up to three point two (3.2) Dwelling Units per acre for each SFf Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFf residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in SFf residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Zero Lot Line Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Manor Home Dwelling Unit

Building Front (from property line):	18 feet minimum (Principal Building) 20 feet minimum (Garage perpendicular) 15 feet minimum (Garage parallel)
Building Sides (from property line):	18 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 5 feet minimum from other property lines

Duplex Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front (from property line):	4 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	4 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Patio Dwelling Unit

Building Front (from property line):	8 feet minimum (Principal Building) 10 feet minimum (Garage perpendicular) 6 feet minimum (Garage parallel)
Building Sides (from property line):	8 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- d. Building Separation. The minimum building separation shall be the greater of:
- i). eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFe Lands Use Parcels, or

- ii). shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within SFf Planning Areas shall exceed thirty-five (35) feet in height.
- f. Minimum Lot Sizes. The minimum lot sizes in SFf residential Planning Areas shall be thirty five hundred (3500) square feet.

D. Residential (SFg)

1. Intent
Provide for residential Development allowing for Estate Single Family Detached Dwelling Units and Accessory Units.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Attached or detached private garages.
 - c. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units, storage sheds, private greenhouses, home occupations, radio or "B.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Town of Parker Zoning Ordinance.
 - d. Private and/or public Open Space.
 - e. Public parks, playgrounds and other recreational areas.
 - f. Signs as permitted by the Town of Parker code.
 - g. Fences, hedges and walls as permitted by the Town of Parker code.
 - h. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, ma3or utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.
 - b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
4. Development Standards
 - a. Average Density. The Average Density shall be up to one unit per one and one half acres (1.5) Dwelling Units per acre for each SFg Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFg residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in SFg residential Planning Areas shall be:

Single Family Detached Unit

Building Front (from property line):	20 feet minimum
Building Sides (from property line):	15 feet minimum
Building Rear (from property line):	20 feet minimum

- d. Building Separation. The minimum building separation shall be the greater of:
 - i). twenty (20) feet for Single Family Detached residential Buildings located within SFg Land Use Parcels, or
 - ii). shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within SFg Planning Areas shall exceed thirty-five (35) feet in height.
- f. Minimum Lot Sizes. The minimum lot sizes in SFg residential Planning Areas shall be one (1) acre.

E. Residential (THd)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Manor Home Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.
2. Uses Permitted by Right
 - a. All uses permitted by right within the Residential (SFe) Land Use Category. Development standards contained within the Residential (SFe) Land Use Section shall apply, as required.
 - b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. All uses permitted by Special Review within the Residential (SFe) Land Use category.
4. Development Standards
 - a. Average Density. The Average Density shall be up to ten (10) Dwelling Units per acre for each THd Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THd residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in THd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front (from property line):	10 feet to porch or living space 18 feet to garage face or 20 feet from the right-of-way for a side loaded garage
Building Sides (from property line):	10 feet from right-of-way on corner lot 5 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 10 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Manor Home Dwelling Unit

Building Front (from property line):	18 feet minimum (Principal Building) 20 feet minimum (Garage perpendicular) 15 feet minimum (Garage parallel)
Building Sides (from property line):	18 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 5 feet minimum from other property lines

Duplex Dwelling Unit

Building Front (from property line):	10 feet to porch or living space 18 feet to garage face or 20 feet from right-of- way for side loaded garage
Building Sides (from property line):	10 feet from right-of-way on corner lot 0 feet on common wall and 5 feet on other side
Building Rear (from property line):	4 feet minimum from alley 10 feet from other property lines

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front (from property line):	4 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	4 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Patio Dwelling Unit

Building Front (from property line):	8 feet minimum (Principal Building) 10 feet minimum (Garage perpendicular) 6 feet minimum (Garage parallel)
Building Sides (from property line):	8 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- d. Building Separation. The minimum building separation shall be the greater of:
- i). eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within THd Lands Use Parcels, or
 - ii). shall be governed by the applicable building code.

- e. Building Height. No residential Buildings within THd Planning Areas shall exceed thirty-five (35) feet or three stories in height except as approved by a Use by Special Review.
- f. Minimum Lot Sizes. The minimum lot sizes in THd residential Planning Areas shall be forty-five hundred (4500) square feet for single family detached dwelling units and two thousand (2000) square feet for attached housing products.

F. Residential (THe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Manor Home Dwelling Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.
2. Uses Permitted by Right
 - a. All uses permitted by right within the Residential (THd) Land Use Category. Development standards contained within the Residential (THd) Land Use Section shall apply, as required.
 - b. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
3. Uses Permitted by Special Review
 - a. All uses permitted by Special Review within the Residential (THd) Land Use category.
4. Development Standards
 - a. Average Density. The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These Average Densities are set forth on the PD Master Plan, and reflect the number of units over the entire acreage for the parcel. Densities within portions of the parcel will vary depending on product type
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed 1.1 times the maximum number set forth on the PD Master Plan for each individual Planning Area.
 - c. Building Setback. The minimum Building Setbacks in THe residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Zero Lot Line Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Manor Home Dwelling Unit

Building Front (from property line):	18 feet minimum (Principal Building) 20 feet minimum (Garage perpendicular) 15 feet minimum (Garage parallel)
Building Sides (from property line):	18 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 5 feet minimum from other property lines

Duplex Dwelling Unit

Building Front (from property line):	10 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	10 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front (from property line):	4 feet minimum (Principal Building) 12 feet minimum (Garage perpendicular) 8 feet minimum (Garage parallel)
Building Sides (from property line):	4 feet minimum for corner lots 0 feet minimum from other property lines and lots with common walls
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

Patio Dwelling Unit

Building Front (from property line):	8 feet minimum (Principal Building) 10 feet minimum (Garage perpendicular) 6 feet minimum (Garage parallel)
Building Sides (from property line):	8 feet minimum for corner lots 0 feet minimum from other property lines
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- d. Building Separation. The minimum building separation shall be the greater of:
- i). eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within THE Lands Use Parcels, or

- ii). shall be governed by the applicable building code.
- e. Building Height. No residential Buildings within THe Planning Areas shall exceed forty (40) feet or three stories in height except as approved by a Use by Special Review.
- f. Minimum Lot Sizes. The minimum lot sizes in THe residential Planning Areas shall be thirty five hundred (3500) square feet.

G. Mixed Use (MU)

1. Intent

To provide for the integration of a broad range of retail goods and services, business and professional services with Single Family, Manor Home, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

a. Commercial

1. Convenience grocery.
2. Convenience retail shopping facilities, including but not limited to: drug stores, liquor stores, florists, book and stationery stores, hardware stores, auto supply stores, record and tape stores, and retail food specialty shops which sell food products not intended to be consumed on the premises, such as (but not limited to) butcher shops, candy stores, bakeries, doughnut shops, dairy product shops, ice cream parlors, coffee shops and delicatessens
3. Convenience service establishments, including but not limited to: barber and beauty shops, cleaners, shoe repair shops, laundries, watch or jewelry repair, and travel service.
4. Low intensity specialty goods and service establishments, including but not limited to: art gallery, antiques, artisan shops, photo studio, gift shop, plant store or nursery, pet shops, furniture store, home furnishings, newspaper office, apparel, and appliances.
5. Conventional restaurants.
6. Fast food, drive-in or carryout restaurants.
7. Electronic funds transfer facilities.
8. Photo service facilities.
9. Places of religious assembly, religious schools.
10. Medical and dental offices and clinics.
11. Business and professional offices.
12. Public and private recreational and park uses, country clubs, golf courses, recreational facilities, including but not limited to: open space, tennis courts, swimming pools and jogging, riding, hiking and biking trails.
13. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
14. Nursery schools and day/child care centers.
15. Retail food and food service establishments, including but not limited to: groceries and supermarkets, and cafeterias.
16. General retail merchandise and apparel shops, including but not limited to: junior department store; variety stores; discount department stores, clothing; accessory and specialty stores; shoe stores; furriers and fur stores; furniture stores; home furnishing stores; household appliance stores; floor covering, drapery and upholstery stores; and radio, television, stereo and video stores.
17. Personal service establishments.
18. General retail business establishments, including but not limited to: card and gift stores; tobacco shops; cosmetic store; toy and game stores; automotive tire, battery and accessory stores, garden, plant and floral shops; and bicycle stores.
19. Car care centers, gasoline service/stations, tire sales and service, car wash.
20. Commercial entertainment businesses, including but not limited to: indoor movie theaters, performance arts, bowling alleys, skating rinks (both ice and roller), pool halls, and arcade amusement centers.
21. Banks, savings and loan and other financial service establishments.
22. Public utility administrative and business offices.

23. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
24. Motels, Hotels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building.
25. Establishments for conducting any retail commercial, wholesale commercial, or service activities, not of an industrial nature, including but not limited to: automobile and other motor vehicle sales, leasing, rental and service, building materials, carpentry and woodworking, contractor's offices, printing and publishing, radio and television offices, mortuaries and car washes.
26. Signs as permitted by the Town of Parker code.
27. Fences, hedges, and walls as permitted by the Town of Parker code.
28. Transit facilities.
29. Universities, Colleges, or higher educational type uses.
30. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

b. Residential.

1. All those uses permitted by right within the Residential (The) Land Use category.
2. All those uses permitted within the Parks, Open Space and Golf Land Use categories.
3. Multi-family Dwelling Units.

3. Uses Permitted by Special Review

- a. All uses permitted by Special Review within the Residential (The) Land Use category.
- b. Stadiums for athletic events.
- c. Small animal veterinary clinics with no outside facilities.
- d. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.

4. Development Standards

- a. Floor Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall be six tenths (.60) to one (1).
- b. Maximum Number of Dwelling Units. For parcels zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Du/Ac. An increase in the number of permitted Dwelling Units within any such Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the Planned Development Master Plan and PD Development Guide.
- c. Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:

Non-Residential

Building Front (from property line):	4 feet minimum
Building Side (from property line):	4 feet minimum
Building Rear (from property line):	20 feet minimum

- d. Building Setback: Residential. For residential components within the Mixed Use (MU)

zoning, the building setback standards outlined in the Townhome/Patio Home (The) Land Use Category shall apply. For Multi-Family Dwelling Units, the setback shall be:

Multi-Family Dwelling Units

Building Front (from property line):	4 feet minimum
Building Sides (from property line):	4 feet minimum
Building Rear (from property line):	4 feet minimum from alley 0 feet minimum from other property lines

- e. Building Separation. The minimum building separation shall be the greater of:
 - i). ten (10) feet, or
 - ii). shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within MU Planning Areas shall exceed forty (40) feet in height, except as approved by a Use by Special Review, but in no case may any Building or Structure exceed fifty (50) feet.
- g. Off-street Parking. The following off-street parking space requirements shall apply to those uses allowed within the Mixed Use Land Use area until such a time as the Town of Parker Land Development Code allows for shared parking and land banking of parking at which time the Land Development Code will prevail:
 - 1. Wherever possible within mixed use areas, the concept of shared parking will be utilized to minimize the amount of impervious surface present, and to maximize the efficiency and operation of all parking layouts.
 - 2. Land banking of parking requirements shall be permitted. Areas designed for future parking facilities may be landscaped and or hardscaped until the future need arises for the additional parking.
 - 3. Minimum one hundred (100) spaces per 18 holes of golf at clubhouse locations.

H. Parks

1. Intent

To provide for park uses which complement residential neighborhoods.

2. Uses Permitted by Right

- a. Public schools of all types and associated uses.
- b. Passive recreation uses and open space.
- c. Active recreation uses, including but limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- d. Signs as permitted by the Town of Parker code.
- e. Fences, hedges and walls as permitted by the Town of Parker code.
- f. Community protection services and facilities, including but not limited to: police stations, fire stations, ambulance services and rescue services.

3. Uses Permitted by Special Review

- a. Stadiums for athletic events.
- b. Cultural activities and facilities, including but not limited to: libraries, museums, and performance center.
- c. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04 205 of the Town of Parker Land Development Code.
- d. Limited low intensity specialty goods and service establishment uses intended to support the concept of community park facilities including but not limited to: art gallery, artisan shops, gift shop, conventional restaurants, specialty food service, general park concessions, camps, Neighborhood public service, etc.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building Front (from property line): 25 feet minimum

Building Sides (from property line): 20 feet minimum

Building Rear (from property line): 25 feet minimum

- b. Building Separation. The minimum building separation shall be the greater of:

- i). Twenty (20) feet, or
- ii). shall be governed by the applicable building code.

- c. Building Height. No Buildings shall exceed thirty-five (35) feet in height, except as approved by a Use by Special Review, but in no case may any Building or Structure exceed forty-five (45) feet.

I. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development parcels contained within this Planned Development.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Signs as permitted by the Town of Parker code.
- d. Fences, hedges and walls as permitted by the Town of Parker code.

3. Uses Permitted by Special Review

- a. Active recreation uses, including but not limited to the following facilities: golf courses, country clubs, baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, stadiums, play apparatus, picnic areas, and recreation centers.
- b. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.
- c. Recreation maintenance facilities.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building Front (from property line):	25 feet minimum
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Building Sides (from property line):	15 feet minimum
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Building Rear (from property line):	25 feet minimum
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- b. Building Separation. The minimum building separation shall be the greater of:
 - i). Twenty (20) feet, or
 - ii). shall be governed by the applicable building code.
- c. Building Height. No Buildings shall exceed thirty-five (35) feet in height.

J. Golf

1. Intent

To provide passive and active recreational open space land uses which will separate, define and protect the development parcels contained within this Planned Development.

2. Uses Permitted by Right

- a. Golf courses and country clubs.
- b. Passive recreation uses and open space.
- c. Jogging, hiking, and/or bicycle trails.
- d. Signs as permitted by the Town of Parker code.
- e. Fences, hedges and walls as permitted by the Town of Parker code.
- f. Golf and recreation maintenance and operational facilities.
- g. Golf Course Clubhouse and related recreational and commercial operations.

3. Uses Permitted by Special Review

- a. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volley ball courts, basketball courts, swimming pools, stadiums, play apparatus, picnic areas, and recreation centers.
- b. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited, to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.
- c. Limited low intensity specialty goods and service establishment uses intended to support the concept of community recreational facilities including but not limited to. artisan shops, gift shop, conventional restaurants, specialty food service, general food concessions, etc.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building Front (from property line):	25 feet minimum
--------------------------------------	-----------------

Building Sides (from property line):	15 feet minimum
--------------------------------------	-----------------

Building Rear (from property line):	25 feet minimum
-------------------------------------	-----------------

- b. Building Separation. The minimum building separation shall be the greater of:

- i). Twenty (20) feet, or
- ii). shall be governed by the applicable building code.

- d. Building Height. No Buildings shall exceed thirty-five (35) feet in height, except as approved by a Use by Special Review, but in no case may any Building or Structure exceed forty-five (45) feet.

K. Floodplains/Stream Buffer Areas

The use of floodplains and stream buffer areas designated within this Planned Development and more specifically defined by approved final plats shall include, but not be limited to:

1. Uses Permitted by Right
 - a. All uses permitted by right within Section 13.10.220 of the Town of Parker Land Development Code.
 - b. Golf courses.
 - c. Golf and recreation maintenance and operational facilities.
2. Uses Permitted by Special Review
 - a. All uses permitted by special review within Section 13.10.220 of the Town of Parker Land Development Code.
 - b. Active recreation uses, including but not limited to the following facilities: Baseball diamonds, softball diamonds, soccer fields, tennis courts, volley ball courts, basketball courts, swimming pools, play apparatus, picnic areas, and recreation centers.
 - c. Utility service facilities, including but not limited to water wells, water well pump stations, storm water control facilities, and water supply reservoirs or tanks provided that no public offices, repair facilities or storage yards are located in conjunction with these facilities, major utility service facilities, including but not limited to telephone exchanges, electric substations, gas regulator stations, subject to the provisions of Section 13.04.205 of the Town of Parker Land Development Code.

L. All land use areas

1. The following uses shall be permitted by Special Review within all Land Use Areas:
 - a. Storage of wastewater effluent pursuant to Section 13.04.205 of the Town of Parker Land Development Code.
2. In any portion of a parcel where Zero Lot Line Dwelling Unit product is used to architecturally define a corner, special corner vision clearance standards intended to accomplish the goals of the Planned Development may be developed specifically for the intersection in concert with the Town of Parker.

IV. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for SunMarke, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by this PD Development Guide, is shown upon the “SUNMARKE DEVELOPMENT PLAN”, which is hereby incorporated by reference into this PD Development Guide together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval of the “SUNMARKE DEVELOPMENT PLAN” by the Town Council and the filing of such a Master Plan with the Town Clerk shall be deemed to be rezoning to a PD-Planned Development District of SunMarke. All future development of the property will be governed by the provisions included in the approved “SUNMARKE DEVELOPMENT PLAN” and Development Guide. Detailed Site Plans and/or subdivision Plats submitted for all or any part of the area covered by the “SUNMARKE DEVELOPMENT PLAN” and Development Guide shall conform to the approved regulations adopted as a part of the approved “SUNMARKE DEVELOPMENT PLAN” and Development Guide.



Planning Commission Staff Report

Planning Commission Date: 4/11/2019

Town Council Date: 5/6/2019

Hearing Type: Public Hearing
UNPLATTED – SUNMARKE Sketch and Preliminary Plans
TRAKiT No(s): SUB18-030 and SUB18-034

Location: Northwest corner of Motsenbocker Road and French Creek Avenue

Project Planner: Paul Workman, Senior Planner

Applicant: Jerry Richmond, RainTree Investment Corporation.

Executive Summary: The applicant is requesting the approval of a Sketch Plan and Preliminary Plan for 209 single-family residential lots.

Staff Recommendation: Approval with Conditions

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the proposed sketch and preliminary plans subject to the conditions in staff's report."

- 1. No final plat for the 21 lots encumbered by the floodplain will be recorded until the Army Corp of Engineers approves the revised floodplain boundaries to remove those lots from the floodplain.*
- 2. Utility easements as requested by Public Service Company of Colorado, Intermountain Rural Electric Association and Parker Water and Sanitation District must be shown on the Final Plat.*
- 3. The applicant shall meet required setbacks and zoning within the Planned Development Guide.*

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the proposed sketch and preliminary plans."

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the proposed sketch and preliminary plans 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 proposed sketch and preliminary plans to a future date.”

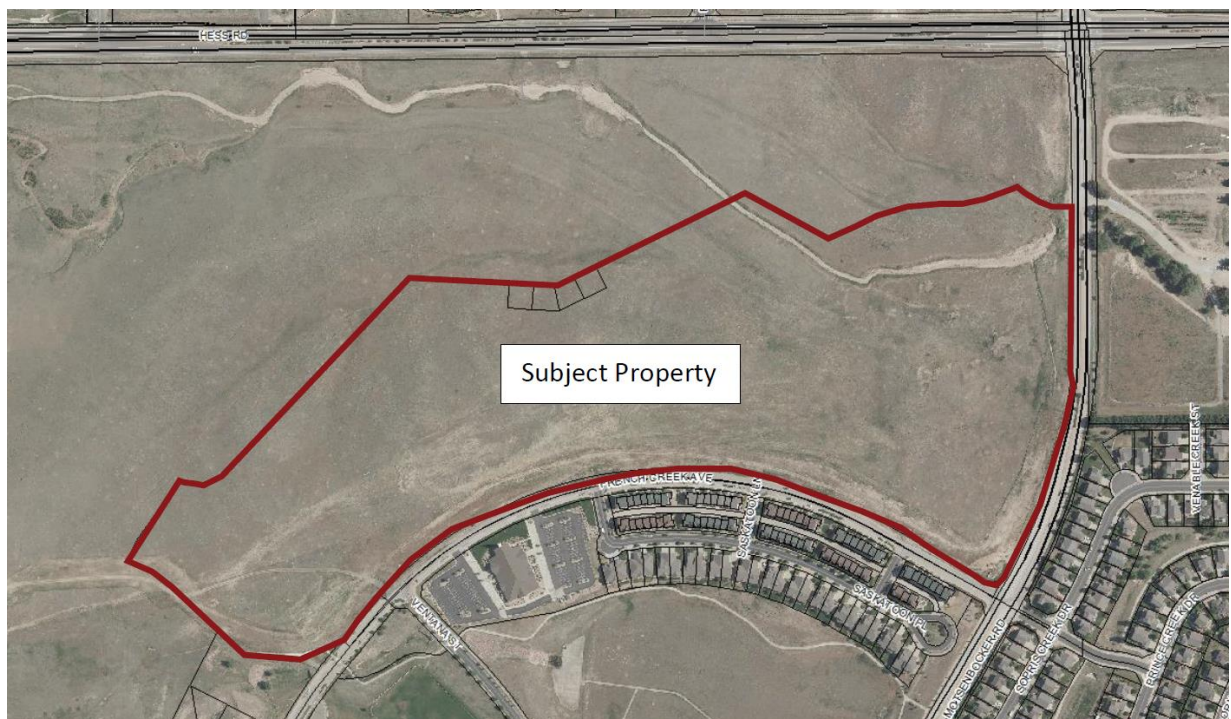
I. BACKGROUND/DISCUSSION

The subject property is generally located at the northwest corner of Motsenbocker Road and French Creek Avenue. The site is currently undeveloped and surrounded by other undeveloped sites, single-family homes and a landscape contractor to the east of Motsenbocker Road.

The applicant, RainTree Investment Corp., is requesting the approval of a sketch plan and preliminary plan for 209 single-family detached and duplex residential lots and 11 tracts. The approval of the sketch and preliminary plans will not create lots and tracts. Instead, the approval of the applications will allow for the applicant to submit a final plat or plats that are consistent with the sketch and preliminary plans that will create lots for residential development and dedicate tracts to the identified entities. If the application for sketch and preliminary plans are approved, the applicant intends to submit the first final plat shortly after the approval.

Of the 209 residential lots that are proposed, 84 of the lots will be duplex lots (paired homes) that are alley loaded in order to mirror the existing single-family home type on the south side of French Creek Avenue. The remaining 125 lots will be single-family detached lots. The proposed 11 tracts will be dedicated for open space (18.22 acres), drainage, landscaping, parks (5.01 acres) and private alleys. The applicant anticipates the development to be done in three final plat filings. At this time, there are portions of 21 lots along the northeast perimeter of the site (anticipated Filing No.2) located in the floodplain. However, no final plat will be approved for the 21 lots until the applicant receives approval from Army Corp of Engineers to modify the floodplain boundaries to remove the 21 lots from the floodplain.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
1984	The subject property was voluntarily annexed by the Town of Parker and zoned for residential uses.
2003	The applicable Development Plan and Guide that allows for residential uses on the subject property were approved by Town Council.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Planning Area 11 of the SunMarke Development Plan. Planning Area is in the THd Planning Area, which allows for a variety of residential uses.		
Master Plan Area	Medium Density Residential		
Site Acreage	60.49 acres		
Subdivision	SunMarke Filing No. 1 (proposed)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Undeveloped
South	Medium Density Residential	PD - Planned Development	Row homes, a church and a school
East	Medium Density Residential	PD - Planned Development	Motsenbocker Road, single-family detached residential and a landscape contractor
West	Medium Density Residential	PD - Planned Development	Undeveloped

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medium Density Residential: Consists 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.
Consistent Goals/Strategies	Land Use 1.D Land Use 1.E Land Use 1.G Land Use 1.I Community Appearance and Design 1.B

	Housing and Neighborhoods 1.A Housing and Neighborhoods 4 Housing and Neighborhoods 5.A Transportation 2 Transportation 2.C Transportation 3.C Transportation 5.B Natural Resource Protection 2.A Open Space and Recreation 1.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for medium density residential uses per the General Land Use Plan. The proposed sketch and preliminary plans are for single-family and duplex lots at a density that is consistent with the recommendation of 3.5 dwelling units per acre.

V. OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Open Space, Trails and Greenways Master Plan
Policies/Guidelines/Strategies	Section 4.1. Goal – 2, Strategy 2.2 Section 4.2. Goal 1 – Strategies 1.1, 1.3 and 1.4 Section 4.2. Goal 2 – Strategy 2.1 Section 4.2. Goal 5 – Strategy 5.2
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	Per the Open Space, Trails and Greenways Master Plan, the Oak Gulch Trail is an approved Regional Trail that is not currently built. As a part of the proposed sketch and preliminary plans the applicant will be required to construct the portion of the Oak Gulch Trail that is adjacent to their property.

VI. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Sketch Plan/Preliminary Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks	Setbacks for Planning Area 11 are based on the type of residential unit that is constructed.	Building setbacks will be reviewed at the time of building permit submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	A maximum of 285 units are allowed per the zoning.	209 units are proposed	☒ Consistent ☐ Inconsistent ☐ N/A

Height/Stories	35' maximum (proposed via Z18-018)	Building heights will be reviewed at the time of the residential design matrix submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	4,500 square feet for single-family detached lots and 2,000 square feet for attached housing products (proposed via Z18-018).	The smallest single-family detached lots are 5,500 square feet. The smallest single-family attached lots are 2,050 square feet.	☒ Consistent ☐ Inconsistent ☐ N/A
Lot Coverage	None	N/A	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	The applicant has submitted a preliminary landscape plan with the sketch and preliminary plan applications. Staff has reviewed this document and determined that it complies with Section 13.06.070 of the Land Development Ordinance (LDO).	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	Section 13.06.050 of the LDO requires two parking spaces per single-family dwelling unit (detached or attached). The project is required to provide 418 parking spaces. Not including the driveways, the applicant is proposing 716 parking spaces (two car garages for every home proposed and an additional 48 guest parking spaces).	☒ Consistent ☐ Inconsistent ☐ N/A
Miscellaneous	Open Space Dedication Target: 20% (12.1 acres) Private Parks Dedication Required: 4.955 acres	Open Space to be preserved: 30.12% (18.22 acres) Private Parks Provided: 5.01 acres	☒ Consistent ☐ Inconsistent ☐ N/A

Staff Analysis	During the review of the sketch and preliminary plans the applicant has demonstrated that they are proposing fewer units than the maximum number of units allowed in the Planning Area, they have demonstrated compliance with the minimum lot size requirements (as proposed with the zoning amendment), they have demonstrated compliance with the landscape requirements, they have demonstrated compliance with the parking requirements and they have demonstrated compliance with the open space and park land dedication requirements.
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VII. DESIGN REVIEW

N/A. There is no design review associated with sketch or preliminary plan applications.

VIII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Primary access for the development is proposed from three points off collector roadways. Two of the access points will be off the existing French Creek Avenue located to the south of the development and one access point will be located on the future Great Plains Way along the southwest edge of the development. Great Plains Way will be constructed with the development for the portion of the road on the subject property. Ultimately, Great Plains Way will be extended to connect with Chambers Road when future development occurs on the adjacent property to the west. The three points of access will connect with an internal road network for the development and provide access options for future residents.

As a part of the development of the property, the applicant will be constructing the portion of the Oak Gulch Trail that is adjacent to their development. The Oak Gulch Trail is identified as a Regional Trail that will connect with the future sidewalk at Motsenbocker Road where trail users will be able to go north to Hess Road to access the Cherry Creek Trail or go south and use an existing grade separated crossing under Motsenbocker Road to access the Cherry Creek Trail. Construction of the Oak Gulch Trail to the west will be completed when future development occurs on the adjacent property to the west.

The intersection of French Creek Avenue and Motsenbocker Road will be signalized in the future. While this intersection currently does not meet the warrants necessary to consider the installation of a traffic signal, the Town will continue to monitor the intersection as development occurs in this area to determine when a signal may be warranted. The developer will be required to pay to the Town the Property's share of the cost to design and construct this future signal.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Anthology West Master Association	No comments
Aztec	Advisory comments
Brownstone Row Owner's Association	No comments
CenturyLink	Approved

Douglas County Assessor	No comments
Douglas County Schools	Advisory comments
Fire Life Safety	Approved
Horseshoe Ridge HOA	No comments
IREA	Advisory comments
Parker Engineering	No comments
Parker Police	No comments
Parker Water and Sanitation	Advisory comments
Stroh Ranch Homeowner's Association.	No comments
SunMarke Station Community Association	No comments
Tri-County Health Department	Advisory comments
Xcel	Advisory comments

X. CONCLUSION

The applicant, RainTree Investment Corp., is requesting the approval of a sketch and preliminary plan for 209 single-family residential lots and 11 tracts. Town staff has reviewed the requests for compliance with the standards of the Land Development Ordinance and other applicable requirements. After reviewing the applications, staff has determined that the applications meet all applicable requirements.

XI. RECOMMENDED CONDITIONS

1. No final plat for the 21 lots encumbered by the floodplain will be recorded until the Army Corp of Engineers approves the revised floodplain boundaries to remove those lots from the floodplain.
2. The applicant shall dedicate utility easements as required on all Final Plats.
3. The applicant shall be required to meet all zoning requirements.

XII. ATTACHMENTS

1. Project Narrative
2. Sketch and Preliminary Plans
3. Landscape Plan
4. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

Updated and resubmitted on April 4, 2019

Mr. Paul Workman
Senior Planner
Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Re: Project Letter of Introduction – SunMarke Filing 01 Narrative

Dear Mr. Workman,

We are pleased to submit this letter and associated documents on behalf of our client, Raintree Investment Corporation, for a formal request to consider approval of a Sketch and Preliminary Plan and an amendment to the existing Planned Development Guide for the proposed SunMarke Filing NO. 01 project. This letter provides an overview of the project application, proposed process, and specific project components.

The following team members have been assembled to complete this application:

Civil Engineer

Harris Kocher Smith
1120 Lincoln ST., Suite 1000
Denver, CO 80203
303-623-6300
Contact: John Stafford

Planner/Landscape Architect

Norris Design
1101 Bannock Street
Denver, CO 80203
303-892-1166
Contact: Bill Mahar

Submittal Documents and Processes

The following enclosed documents have been compiled to meet the application requirements as well as provide further background on the project:

- Land Use and Development Application with Exhibits A-E
 - Exhibit A – Legal Description of Project Area
 - Exhibit B – Title Report
 - Exhibit C – Letter of Authorization
 - Exhibit D – Disclosure Letter
 - Exhibit E – Vicinity Map
- Letter of Introduction (this letter)
- Sketch/Preliminary Plan
 - CS - Cover Sheet
 - C-1 - Existing Conditions Map
 - C-2 - Overall Site Plan
 - C-3 - Site Plan SW
 - C-4 - Site Plan NW
 - C-5 - Site Plan NE
 - C-6 - Site Plan SE
 - C-7 - Line and Curve Tables
- Drainage Report

- Construction Documents Anthology Filing NO. 1
- Parker Water and Sanitation District (PWSD) Construction Documents Anthology Filing NO. 1
- Lot Fit Exhibit
- Auto-Turn Exhibit
- IREA Will Serve Letter
- PWSD Will Serve Letter
- Traffic Letter
- Geo Tech Report
- Landscape Plan
- Irrigation Plan
- Revised Anthology North First Amendment PD Guide

The aforementioned documents have been uploaded to e-trakit.

On the previous filing of Stroh Ranch 18B, Town staff directed us to not include the grading and utility plans that are typically part of the Sketch/Preliminary Plan sheet set. Due to that direction we have included the utility plan with the Water and Sanitary Plan set and the grading plan is within the Town of Parker Construction Document set.

Mineral Rights

A mineral rights claim is entitled to this property. The appropriate notice will be provided to the mineral rights holder as required by Colorado State Statute.

Neighborhood Association

This project was presented at the local HOA on Monday, December 3, 2018. About 50 community members attended the meeting. Neighbors were presented with project details and discussed with the development team questions and concerns regarding the project. Additionally, the Town of Parker project planner was in attendance to observe the dialogue between neighbors and the development team.

Below is a list of questions received and the team's responses:

- Q: *When will the remaining portion of French Creek be widened (in front of the proposed Filing No. 1 parcel)?*
A: *French Creek will be widened with the construction of the development improvements associated with Filing No. 1. This will complete all the remaining portions of French Creek that still need to be widened.*
- Q: *Will the intersection at Motsenbocker & Hess Road be further improved?*
A: *Yes, we (Developer) are dedicating R.O.W. for the additional future turn lanes with the Filing No. 1 Plat. The Town of Parker has plans to make these future intersection improvements in their transportation plans.*
- Q: *Will there ever be a traffic signal installed at French Creek & Motsenbocker?*
A: *We understand a signal is planned for this location when signal warrants are met.*
- Q: *Will there be additional parks, recreation amenities, open space included with Filing No. 1?*
A: *Yes, there are programmed parks with active recreation and playground amenities, passive spaces, natural open spaces and landscape buffering along corridors planned for Filing No. 1. All of these parks, open spaces, amenities planned for Filing No. 1 meet the Town of Parker's requirements.*
- Q: *Will there be a new clubhouse / pool built with Filing No. 1, since adding new residents to the existing clubhouse / pool facility will make it more crowded?*

A: *The current clubhouse / pool facility was originally designed to accommodate full planned build-out of the Anthology West/Stroh neighborhood. Additionally, there will be less homes actually constructed in the Anthology West neighborhood than originally planned. For example, Filing No. 1 was originally planned for 225 homes, however the actual Filing No. 1 plan will have only 209 homes. Also, in 2018, the developer voluntarily significantly expanded the pool deck area, provided an additional shade structure / gathering area in the grassy area. Additionally, patio / deck furniture is scheduled to be purchased for the 2019 season, providing more seating opportunities.*

Q: *Will there be other roadways in and out of the Anthology West neighborhood, other than French Creek, in the future?*

A: *Yes, there are collector road stub-outs being constructed with Filing No. 1 (and with previous Anthology Filings 17 and 18) that will connect to future developments located adjacent to the western boundary of Filing No. 1. When that future community develops there will be road connections through it that will provide additional alternate roadway connectivity, including connection direction to Hess Road.*

Q: *Will Filing No. 1 be part of the current Anthology Master HOA?*

A: *Yes, this has been planned since the beginning of the project. All Filing No. 1 lots have been identified in the Master HOA documents and are annexable lots. The paired units may have their own separate sub-association that will include more maintenance of the buildings and landscape areas within the paired lot area. Such a separate sub-association, with additional maintenance responsibilities, will be paid for only by the residents of the paired units.*

Q: *The lifeguards at the Anthology pool have to spend a lot of time monitoring the chlorine and chemical levels of the pool rather than lifeguarding. Can this change?*

A: *Yes, an automatic chemical monitoring and balancing system is being installed in the pool for the 2019 summer that will relieve the lifeguards of having to perform a majority of these duties. It was noted this was primarily an HOA / property management issue instead of a developer issue, however.*

Project Background and Pre-Application Meetings

The proposed subdivision of SunMarke Filing NO. 01 is currently a 60 acre unplatted parcel of land that is located within the corporate limits of the Town of Parker. The site is bounded on the east by Motsenbocker Road and on the south by French Creek Avenue.

The proposed project is designed to be a walkable, single family neighborhood. The park and open spaces are designed with significant landscaped areas, sidewalks, and activated parks that provide amenities from active play structures and natural play areas to walking paths and seating areas. This will ensure the spaces and amenities provide uses for a wide range of ages and abilities.

This project is the final piece of the SunMarke Development Plan. To the south of the proposed site is the Stroh Ranch Planned Development, which is largely built out, including the SunMarke Townhomes and an LDS church directly south of the site, across French Creek Avenue.

At the initial pre-application meeting on November 27, 2017, the conceptual plan for single family detached homes was presented. During the meeting, staff recommended to revise the plan to include attached housing products within the area along French Creek Avenue. Staff stated they would like to see a diversity of housing types and also provide an attached housing product that is compatible with the existing attached townhomes that are adjacent and located on the south side of French Creek Avenue.

The initial park layout was also discussed, and staff recommended to incorporate two park areas and provide for pedestrian connections and view corridors throughout the subdivision.

A second pre-application meeting was held on March 27, 2018 to review the revised site plan. The paired home layout was presented. At that meeting it was discussed that a revision to the PD Guide would be needed for the minimum lot size for the attached product. The conceptual park plan was reviewed as well. We discussed the nature play components of the park areas and how each park will provide different amenities and activities.

Residential Land Use

The proposed subdivision contains 209 residential lots of single family detached homes and paired homes. The residential lots account for 25 acres or 41.34% of the overall site.

Single Family Detached

- 125 lots
- Smallest proposed SFD lot is 5,500 sf. The submitted PD Guide was revised to provide for a minimum lot size of 4,500 sf for SFD.
- Access is by public streets

Single Family Attached (Paired Homes)

- 84 lots
- Smallest proposed SFA lot is 2,000 sf. The submitted PD Guide was revised to provide for a minimum lot size of 2,000 sf for attached housing products.
- The vehicular access to the paired homes will be from the rear.
- Each of the 84 Single Family Attached homes will feature two car garages for a total of 168 garage spaces. Additionally, there are 48 visitor parking spaces proposed.
- This brings the total number of proposed parking spaces to 216.
- Private drives and guest parking will be incorporated into tracts. Maintenance of the private drives and parking lots will be by Home Owners Association.
- The landscape serving the paired homes that is not on individual lots will be maintained by the Home Owners Association.

Park and Open Space Areas

The proposed park and open space for this project account for 38.44% of the site or 23.22 acres. This is a significant amount of park and open space area and consistent with the park and open space acreages that have been provided throughout the Anthology/Stroh Ranch neighborhoods.

For this proposed neighborhood, the park space requirement is 4.99 acres per the LDO requirement of 209 lots x 0.0239 = 4.99. Based on this calculation we have identified 5 acres of dedicated park area on the attached Park and Open Space Exhibit.

Additionally, many of the open space areas will be extensively landscaped to foster the pedestrian experience throughout the neighborhood. The open space along French Creek Avenue has been designed to follow the landscape design concept that has been established along Keyser Creek and the portion of French Creek outside of

this project area. The project's civil engineer has been working with the drainage authority on drainage improvements within the Oak Gulch area. The trail location has been identified and conversations regarding construction of the trail are forthcoming. This will be finalized at the time of the final plat.

The proposed SunMarke Filing NO. 1 application strives to meet Town land use needs while responding to neighborhood context and market conditions. We believe this proposal will facilitate the continued development of high-quality neighborhoods within the Town of Parker. We look forward to working with the Town during the review and approval process for this application.

Please contact me if you have any questions or if you need additional information.

Sincerely,
Norris Design



Bill Mahar, AICP
Senior Associate

SUNMARKE FILING NO. 1

SKETCH/PRELIMINARY PLAN

SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

LEGEND

- FOUND NAIL AND WASHER
STAMPED: PLS 19003
- ◆ FOUND NAIL AND WASHER
STAMPED: PLS 16109
- ▲ FOUND #5 REBAR W/ YELLOW CAP
STAMPED: PLS 19003
- ▲ FOUND #5 REBAR W/ YELLOW CAP
STAMPED: PLS 16109
- WATER VALVE
- ⊙ WATER MANHOLE
- ⊗ WATER VENT PIPE
- ⊕ FIRE HYDRANT
- SIGN
- SPRINKLER CONTROL VALVE
- SANITARY SEWER MANHOLE
- ⊙ STORM MANHOLE
- ⊙ INLET
- CABLE, PHONE, ELECTRIC PEDESTALS
(AT REAR OF LOTS)
- LIGHT POLE

NORTH PARKER INVESTMENTS LLC
REC. NO. 200000051
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

NORTH PARKER INVESTMENTS LLC
REC. NO. 200000051
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

LIMITS OF INTERIM
SITE IMPROVEMENT
EXCAVATION LIMITS
(REC. No. 2003098395)

L=1814.30'
R=1372.00'
D=75°46'00"
ChB=S81°38'10"W
ChL=1684.97'

FRENCH CREEK AVENUE
DEDICATED BY
STROH RANCH FILING No. 13
(REC. No. 2001059724)

CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF THE LATTER DAY SAINTS
REC. NO. 2003022324
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

TRACT A
STROH RANCH FILING 18A
ANTHOLOGY WEST HOMEOWNERS ASSOCIATION
REC. NO. 2003022326
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

TRACT B
STROH RANCH FILING 18A
ANTHOLOGY WEST HOMEOWNERS ASSOCIATION
REC. NO. 2003022326
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

TRACT D
STROH RANCH FILING 18A
ANTHOLOGY WEST HOMEOWNERS ASSOCIATION
REC. NO. 2003022326
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

STROH RANCH FILING 17A
ANTHOLOGY WEST HOMEOWNERS ASSOCIATION
REC. NO. 2004078580
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

STROH RANCH FILING 9F
REC. NO. 0002045797
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

SCALE: 1" = 100'

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F 303.892.1186
www.norris-design.com

ANTHOLOGY FILING NO. 1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

APPLICANT:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL: (303) 267-6195
CONTACT: JERRY B. RICHMOND III

ENGINEER:

HKS HARRIS KOCHER SMITH

1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
P: 303.623.6300 F: 303.623.6311
HarrisKocherSmith.com

NOT FOR
CONSTRUCTION



Know what's below.
Call before you dig.

DATE:

07-02-2018

11-08-2018

01-31-2019

SHEET TITLE:
EXISTING
CONDITIONS MAP

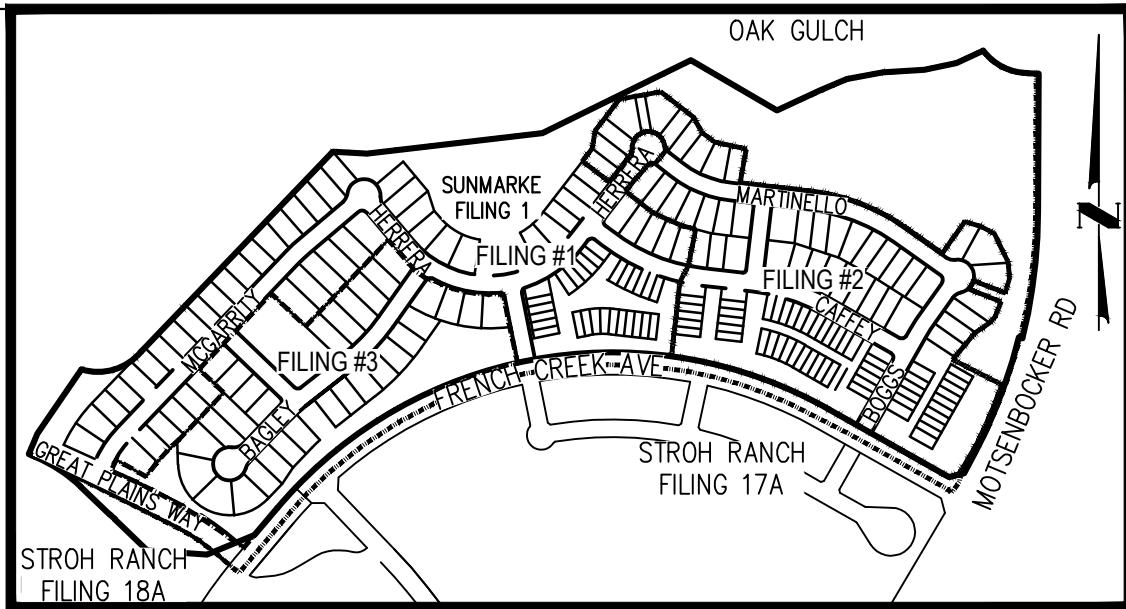
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C-1

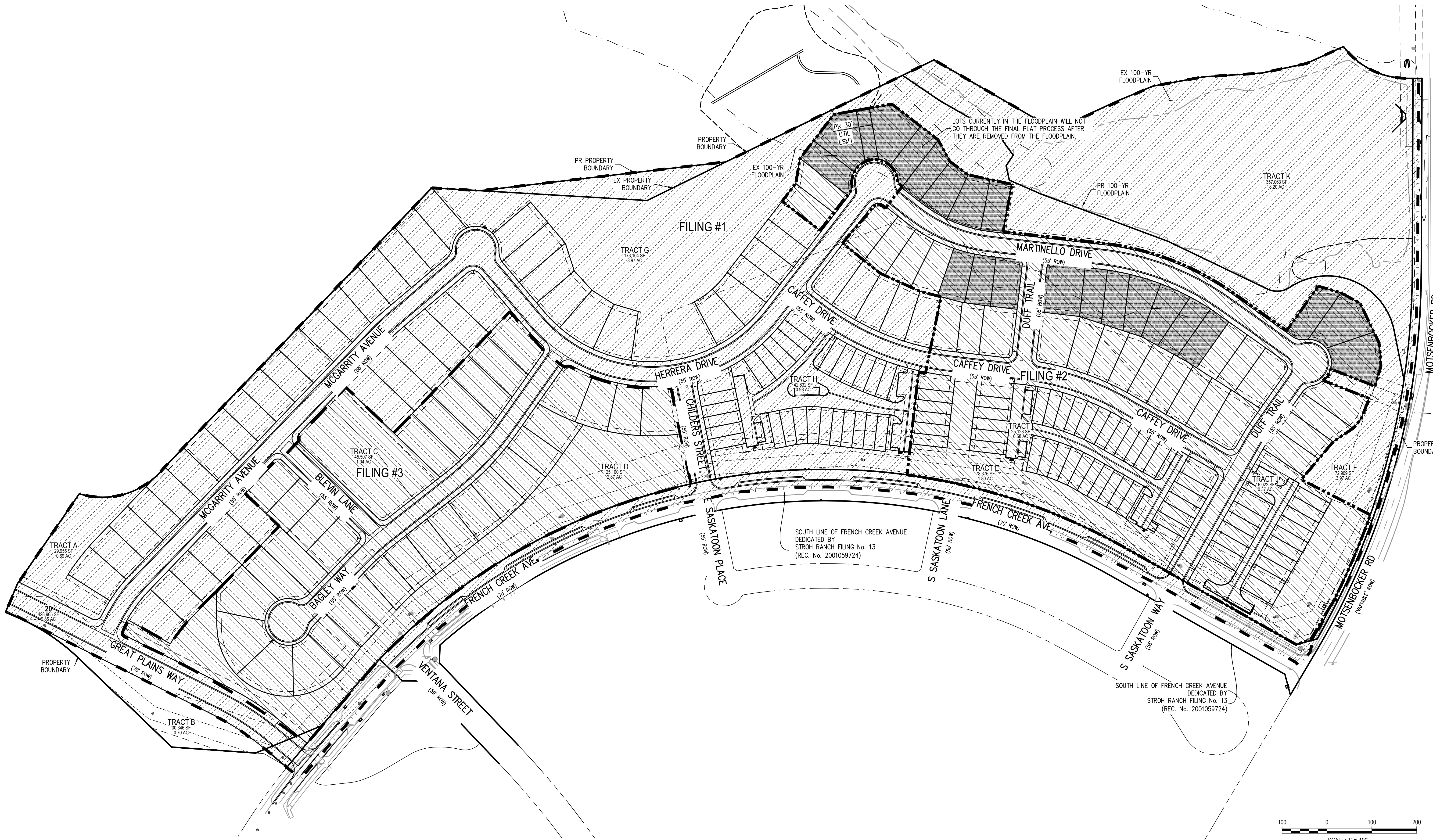
SHEET C-1 OF 7

SUNMARKE FILING NO. 1
SKETCH/PRELIMINARY PLAN

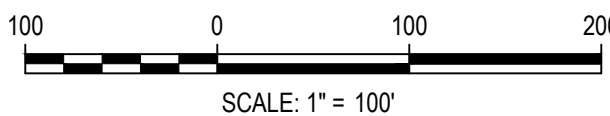
SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE
66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



KEY MAP
NTS



CASE NO.



SUNMARKE FILING NO. 1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

APPLICANT:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
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SHEET TITLE:
OVERALL
PHASING PLAN

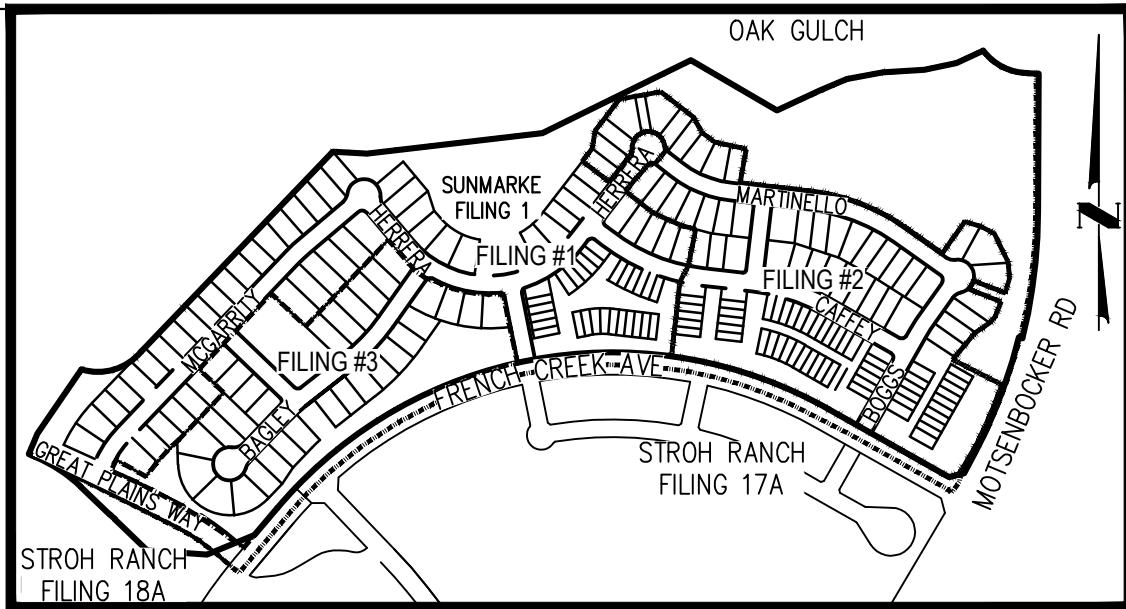
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C-2

SHEET C-2 OF 7

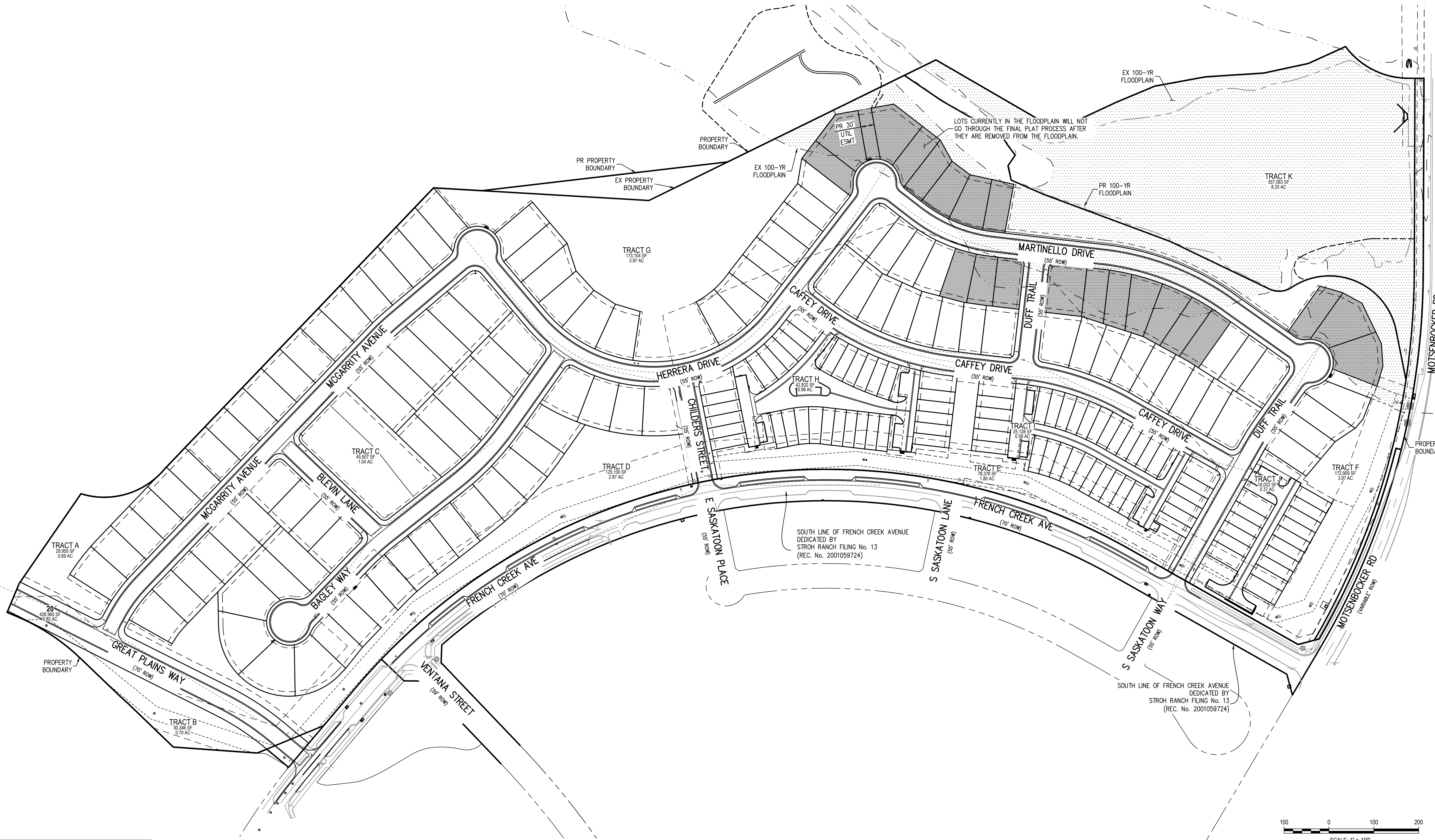
SUNMARKE FILING NO. 1
SKETCH/PRELIMINARY PLAN

SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE
66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

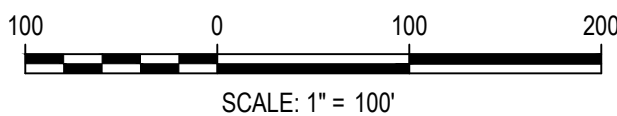


KEY MAP
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CASE NO.



SUNMARKE FILING NO. 1
TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

APPLICANT:



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11-08-2018
01-31-2019

SHEET TITLE:
OVERALL SITE
PLAN

SHEET NUMBER:

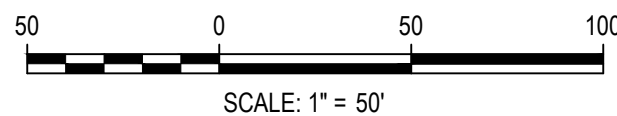
C-3

SHEET C-3 OF 7

SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE
66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



LINE TABLE			
LINE #	LENGTH	DIRECTION	
L17	1.21	S43° 43' 39" W	
L18	8.69	S49° 49' 14" W	
L24	6.19	S37° 41' 44" W	
L31	28.64	S52° 18' 16" E	
L51	64.81	N17° 55' 03" W	
L52	57.18	N57° 11' 41" W	
L83	0.18	S37° 41' 44" W	
L84	20.00	S37° 41' 44" W	
L85	28.64	S52° 18' 16" E	
L189	82.00	N78° 41' 18" E	
L195	81.91	S33° 47' 56" E	
L196	81.91	S38° 21' 05" E	
L198	81.91	S42° 08' 55" E	
L199	81.91	S45° 56' 35" E	
L200	81.91	S49° 49' 14" E	
L201	82.00	S52° 18' 16" E	
L202	82.00	S37° 44' 13" W	
L269	36.17	S37° 41' 44" W	



CASE NO.

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TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

SHEET C-5 OF 7

SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C153	68.64	627.50	6.27
C169	27.83	709.50	2.25
C170	27.83	709.50	2.25
C174	27.83	709.50	2.25
C222	28.77	572.00	2.88
C226	0.65	312.50	0.12
C227	37.89	572.00	3.79
C229	159.37	52.00	175.61
C233	313.89	627.50	28.86
C264	29.88	40.00	42.60
C266	310.79	572.50	31.10
C267	340.64	627.50	31.10
C368	214.69	572.50	19.60
C369	229.09	572.50	22.93
C270	286.38	572.50	28.66
C271	169.64	312.50	16.96
C272	199.50	367.50	21.20
C273	28.76	40.00	41.20
C274	30.62	312.50	5.61



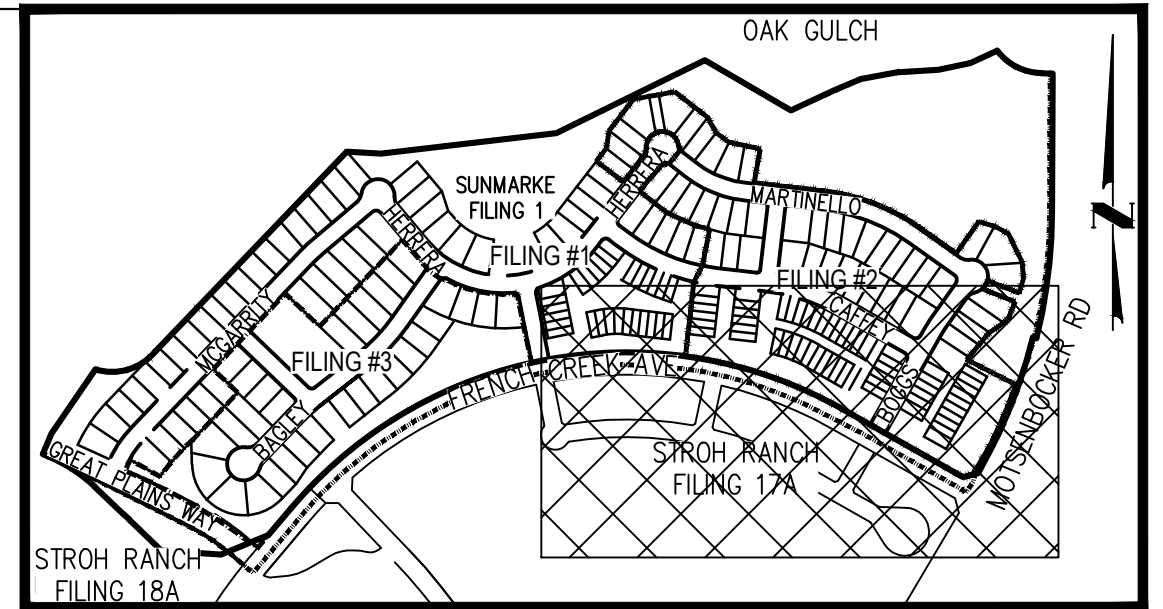
L=398.24'
R=1660.00'
Δ=13°44'43"
ChB=N07°05'08"E
ChL=397.28'

—

SUNMARKE FILING NO. 1

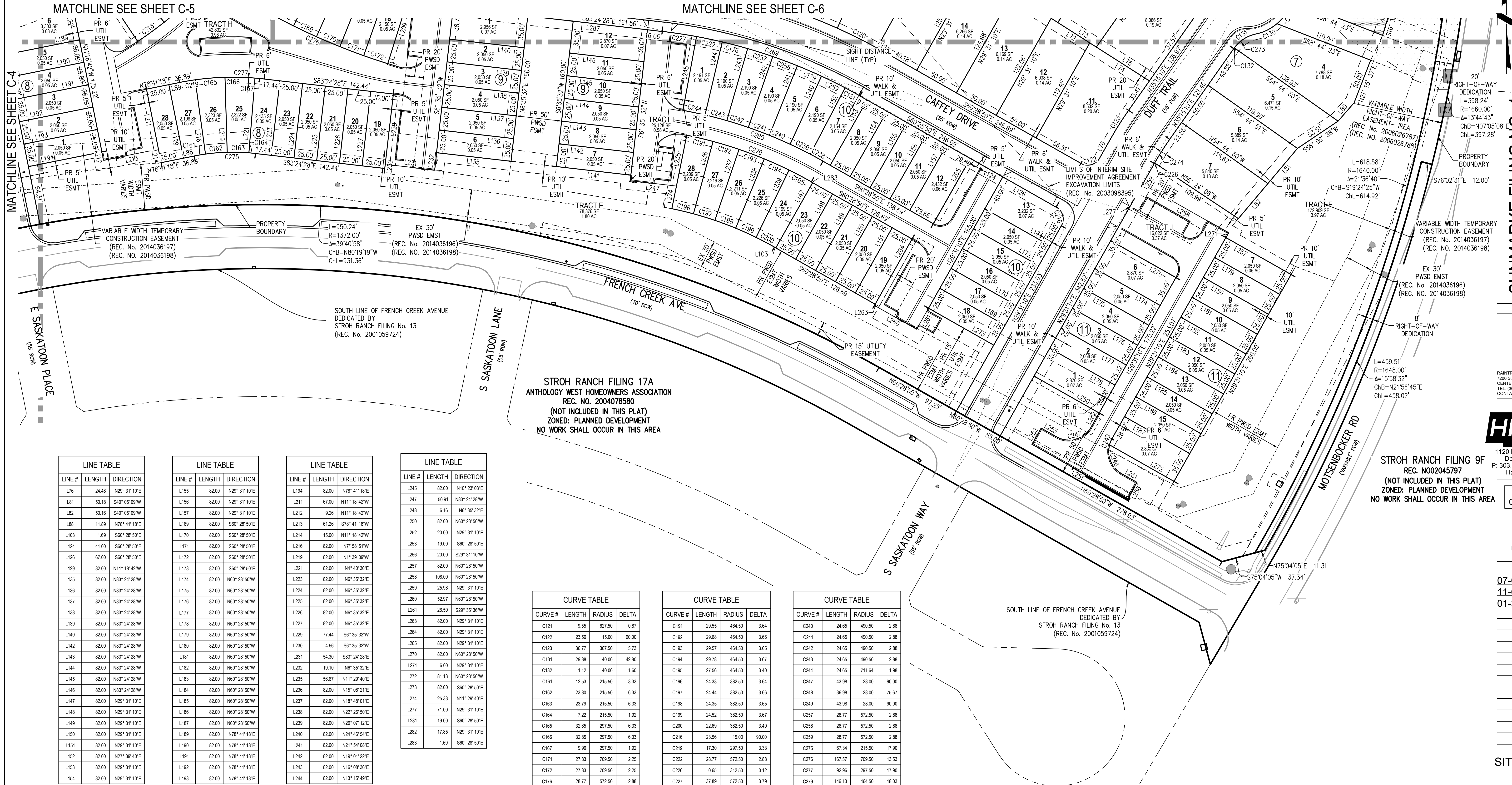
SKETCH/PRELIMINARY PLAN

SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M. TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



KEY MAP
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SUNMARKE FILING NO. 1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

APPLICANT:



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CENTENNIAL, CO 80112
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ENGINEER:



HARRIS KOCHER SMITH
1120 Lincoln Street, Suite 1000
Denver, Colorado 80203
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STROH RANCH FILING 9F
REC. NO. 002045797
(NOT INCLUDED IN THIS PLAT)
ZONED: PLANNED DEVELOPMENT
NO WORK SHALL OCCUR IN THIS AREA

NOT FOR
CONSTRUCTION



Know what's below.
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DATE:

07-02-2018
11-08-2018
01-31-2019

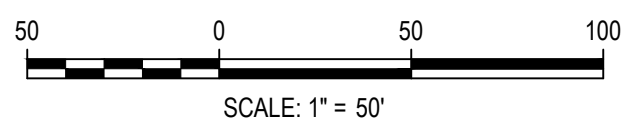
SHEET TITLE:
SITE PLAN - SE

SHEET NUMBER:

C-7

SHEET C-7 OF 7

CASE NO.



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C121	9.55	627.50	0.87	
C122	23.96	15.00	90.00	
C123	36.77	367.50	5.73	
C131	29.88	40.00	42.80	
C132	1.12	40.00	1.60	
C161	12.53	215.50	3.33	
C162	23.80	215.50	6.33	
C163	23.79	215.50	6.33	
C164	7.22	215.50	1.92	
C165	32.85	297.50	6.33	
C166	32.85	297.50	6.33	
C167	9.96	297.50	1.92	
C171	27.83	709.50	2.25	
C172	27.83	709.50	2.25	
C176	28.77	572.50	2.88	
C179	28.77	572.50	2.88	
C181	18.57	572.50	1.86	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C191	29.55	464.50	3.64	
C192	29.68	464.50	3.66	
C193	29.57	464.50	3.65	
C194	29.78	464.50	3.67	
C195	27.56	464.50	3.40	
C196	24.33	382.50	3.64	
C197	24.44	382.50	3.66	
C198	24.35	382.50	3.65	
C199	24.52	382.50	3.67	
C200	22.69	382.50	3.40	
C216	23.56	15.00	90.00	
C219	17.30	297.50	3.33	
C222	28.77	572.50	2.88	
C226	0.65	312.50	0.12	
C227	37.89	572.50	3.79	
C238	15.91	490.50	1.86	
C239	24.65	490.50	2.88	

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	
C240	24.65	490.50	2.88	
C241	24.65	490.50	2.88	
C242	24.65	490.50	2.88	
C243	24.65	490.50	2.88	
C244	24.65	711.64	1.98	
C247	43.98	28.00	90.00	
C248	36.98	28.00	75.67	
C249	43.98	28.00	90.00	
C257	28.77	572.50	2.88	
C258	28.77	572.50	2.88	
C259	28.77	572.50	2.88	
C275	67.34	215.50	17.90	
C276	167.57	709.50	13.53	
C277	92.96	297.50	17.90	
C279	146.13	464.50	18.03	
C280	139.16	490.50	16.26	

CHECKED BY: JB, JN, MD, CK, JS, SC
DRAWN BY:

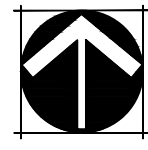
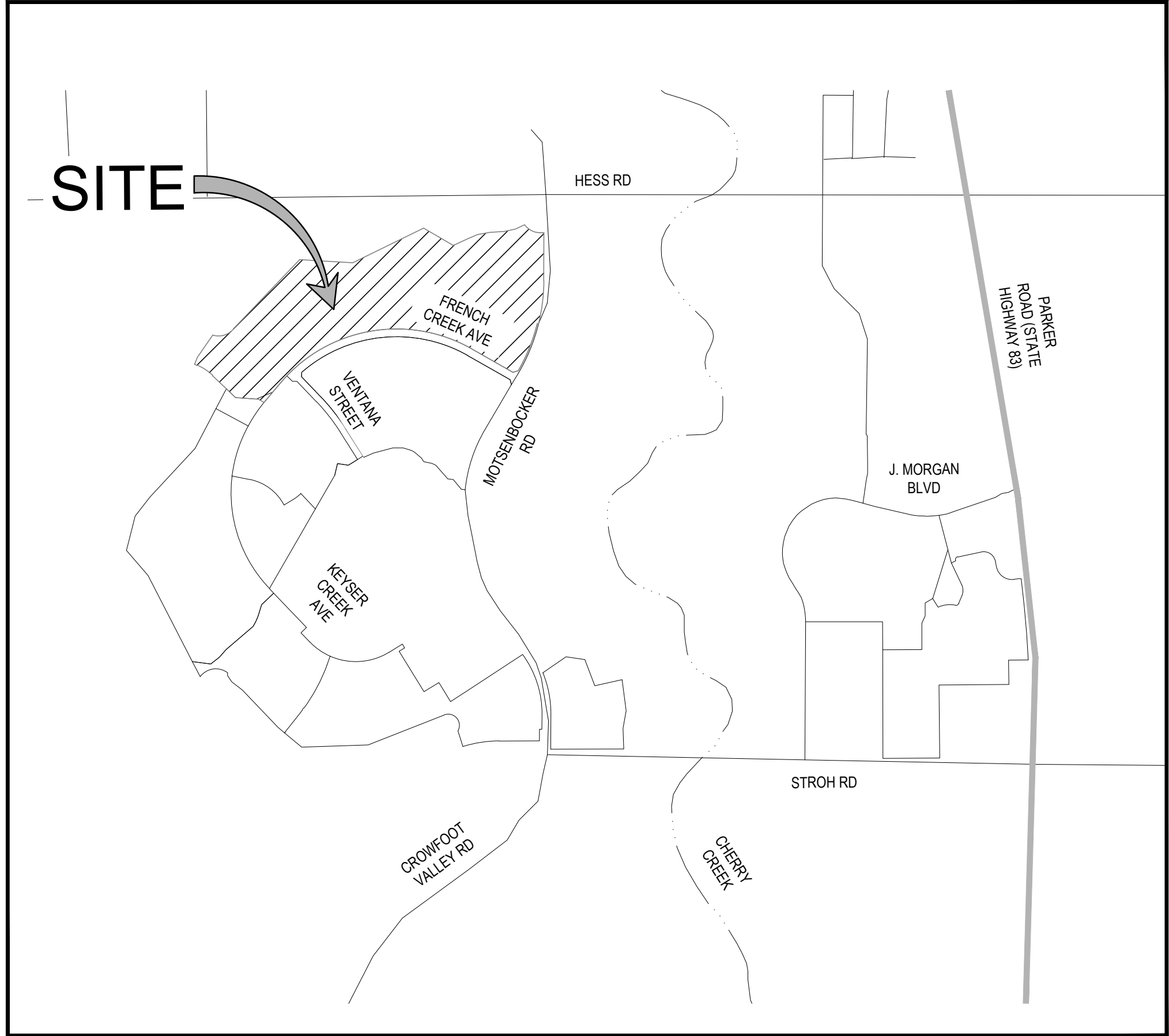
SUNMARKE FILING NO. 1

LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

GENERAL LANDSCAPE NOTES

- THE CONTRACTOR SHALL FOLLOW THE LANDSCAPE PLANS AND SPECIFICATIONS AS CLOSELY AS POSSIBLE. ANY SUBSTITUTION OR ALTERATION SHALL NOT BE ALLOWED WITHOUT APPROVAL OF THE OWNER'S REPRESENTATIVE AND THE TOWN OF PARKER. OVERALL PLANT QUANTITY AND QUALITY SHALL BE CONSISTENT WITH THE PLANS.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT QUANTITIES. GRAPHIC QUANTITIES TAKES PRECEDENCE OVER WRITTEN QUANTITIES.
- THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO INSPECT AND TAG ALL PLANT MATERIAL PRIOR TO SHIPPING TO THE SITE. IN ALL CASES, THE OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL AT THE SITE IF MATERIAL IS DAMAGED, DISEASED, OR DECLINING IN HEALTH AT THE TIME OF ONSITE INSPECTIONS OR IF THE PLANT MATERIAL DOES NOT MEET THE MINIMUM SPECIFIED STANDARD IDENTIFIED ON THE PLANS AND IN THE SPECIFICATIONS. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR INSPECTION AND APPROVAL OF ALL MATERIALS AND PRODUCTS PRIOR TO INSTALLATION.
- THE OWNER'S REPRESENTATIVE MAY ELECT TO UPSIZE PLANT MATERIAL AT THEIR DISCRETION BASED ON SELECTION, AVAILABILITY, OR TO ENHANCE SPECIFIC AREAS OF THE PROJECT. THE CONTRACTOR SHALL VERIFY PLANT MATERIAL SIZES WITH OWNER'S REPRESENTATIVE PRIOR TO PURCHASING, SHIPPING OR STOCKING OF PLANT MATERIALS. SUBMIT CHANGE ORDER REQUEST TO OWNER'S REPRESENTATIVE FOR APPROVAL IF ADDITIONAL COST IS REQUESTED BY THE CONTRACTOR PRIOR TO INSTALLATION. RE-STOCKING CHARGES WILL NOT BE APPROVED IF THE CONTRACTOR FAILS TO SUBMIT A REQUEST FOR MATERIAL CHANGES.
- THE CONTRACTOR SHALL WARRANTY ALL CONTRACTED WORK AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN ISSUED BY THE OWNER'S REPRESENTATIVE FOR THE ENTIRE PROJECT UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS OR SPECIFICATIONS.
- REFER TO IRRIGATION PLANS FOR LIMITS AND TYPES OF IRRIGATION DESIGNED FOR THE LANDSCAPE. IN NO CASE SHALL IRRIGATION BE EMITTED WITHIN THE MINIMUM DISTANCE FROM BUILDING OR WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT. ALL IRRIGATION DISTRIBUTION LINES, HEADS AND EMITTERS SHALL BE KEPT OUTSIDE THE MINIMUM DISTANCE AWAY FROM ALL BUILDING AND WALL FOUNDATIONS AS STIPULATED IN THE GEOTECHNICAL REPORT.
- LANDSCAPE MATERIAL LOCATIONS SHALL HAVE PRECEDENCE OVER IRRIGATION MAINLINE AND LATERAL LOCATIONS. COORDINATE INSTALLATION OF IRRIGATION EQUIPMENT SO THAT IT DOES NOT INTERFERE WITH THE PLANTING OF TREES OR OTHER LANDSCAPE MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE EXISTS IN ALL LANDSCAPE AREAS. SURFACE DRAINAGE ON LANDSCAPE AREAS SHALL NOT FLOW TOWARD STRUCTURES AND FOUNDATIONS. MAINTAIN SLOPE AWAY FROM FOUNDATIONS PER THE GEOTECHNICAL REPORT RECOMMENDATIONS. ALL LANDSCAPE AREAS BETWEEN WALKS AND CURBS SHALL DRAIN FREELY TO THE CURB UNLESS OTHERWISE IDENTIFIED ON THE GRADING PLAN. IN NO CASE SHALL THE GRADE, TURF THATCH, OR OTHER LANDSCAPE MATERIALS DAM WATER AGAINST WALKS. MINIMUM SLOPES ON LANDSCAPE AREAS SHALL BE 2%; MAXIMUM SLOPE SHALL BE 25% UNLESS SPECIFICALLY IDENTIFIED ON THE PLANS OR APPROVED BY THE OWNER'S REPRESENTATIVE.
- PRIOR TO INSTALLATION OF PLANT MATERIALS, AREAS THAT HAVE BEEN COMPACTED OR DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE THOROUGHLY LOOSENEED TO A DEPTH OF 8" - 12" AND AMENDED PER SPECIFICATIONS.
- ALL LANDSCAPED AREAS ARE TO RECEIVE ORGANIC SOIL PREPARATION AT 3 cu.yrds/1,000sf OR AS NOTED IN THE TECHNICAL SPECIFICATIONS.
- TREES SHALL NOT BE LOCATED IN DRAINAGE SWALES, DRAINAGE AREAS, OR UTILITY EASEMENTS. CONTACT OWNER'S REPRESENTATIVE FOR RELOCATION OF PLANTS IN QUESTIONABLE AREAS PRIOR TO INSTALLATION.
- THE CENTER OF EVERGREEN TREES SHALL NOT BE PLACED CLOSER THAN 8' AND THE CENTER OF ORNAMENTAL TREES CLOSER THAN 6' FROM A SIDEWALK, STREET OR DRIVELANE. EVERGREEN TREES SHALL NOT BE LOCATED ANY CLOSER THAN 15' FROM IRRIGATION ROTOR HEADS. NOTIFY OWNER'S REPRESENTATIVE IF TREE LOCATIONS CONFLICT WITH THESE STANDARDS FOR FURTHER DIRECTION.
- ALL EVERGREEN TREES SHALL BE FULLY BRANCHED TO THE GROUND AND SHALL NOT EXHIBIT SIGNS OF ACCELERATED GROWTH AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- ALL TREES ARE TO BE STAKED AND GUYED PER DETAILS FOR A PERIOD OF 1 YEAR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING STAKES AT THE END OF 1 YEAR FROM ACCEPTANCE OF LANDSCAPE INSTALLATION BY THE OWNER'S REPRESENTATIVE. OBTAIN APPROVAL BY OWNER'S REPRESENTATIVE PRIOR TO REMOVAL.
- ALL TREES INSTALLED ABOVE RETAINING WALLS UTILIZING GEO-GRID MUST BE HAND DUG TO PROTECT GEO-GRID. IF GEO-GRID MUST BE CUT TO INSTALL TREES, APPROVAL MUST BE GIVEN BY OWNER'S REPRESENTATIVE PRIOR TO DOING WORK.
- ALL TREES IN SEED OR TURF AREAS SHALL RECEIVE MULCH RINGS. OBTAIN APPROVAL FROM OWNER'S REPRESENTATIVE FOR ANY TREES THAT WILL NOT BE MULCHED FOR EXCESSIVE MOISTURE REASONS.
- SHRUB, GROUNDCOVER AND PERENNIAL BEDS ARE TO BE CONTAINED BY 4" x 14 GAUGE GREEN, ROLL TOP, INTERLOCKING TYPE PERFORATED EDGER, RYERSON OR EQUAL. EDGER IS NOT REQUIRED WHEN ADJACENT TO CURBS, WALLS, WALKS OR SOLID FENCES WITHIN 3' OF PRE-MULCHED FINAL GRADE. EDGER SHALL NOT BE REQUIRED TO SEPARATE MULCH TYPES UNLESS SPECIFIED ON THE PLANS.
- ALL SHRUB BEDS ARE TO BE MULCHED WITH MIN. 3" DEPTH, DOUBLE SHREDDED "GORILLA HAIR" WASHINGTON CEDAR MULCH OVER SPECIFIED GEOTEXTILE WEED CONTROL FABRIC. ALL GROUND COVER AND PERENNIAL FLOWER BEDS SHALL BE MULCHED WITH 3" DEPTH DOUBLE SHREDDED "GORILLA HAIR" WASHINGTON CEDAR MULCH. NO WEED CONTROL FABRIC IS REQUIRED IN GROUNDCOVER OR PERENNIAL AREAS.
- AT SEED AREA BOUNDARIES ADJACENT TO EXISTING NATIVE AREAS, OVERLAP ABUTTING NATIVE AREAS BY THE FULL WIDTH OF THE SEEDER.
- EXISTING TURF AREAS THAT ARE DISTURBED DURING CONSTRUCTION, ESTABLISHMENT AND THE MAINTENANCE PERIOD SHALL BE RESTORED WITH NEW SOD TO MATCH EXISTING TURF SPECIES. DISTURBED NATIVE AREAS WHICH ARE TO REMAIN SHALL BE OVER SEEDED AND RESTORED WITH SPECIFIED SEED MIX.
- CONTRACTOR SHALL OVER SEED ALL MAINTENANCE OR SERVICE ACCESS BENCHES AND ROADS WITH SPECIFIED SEED MIX UNLESS OTHERWISE NOTED ON THE PLANS.
- ALL SEEDED SLOPES EXCEEDING 25% IN GRADE (4:1) SHALL RECEIVE EROSION CONTROL BLANKETS. PRIOR TO INSTALLATION, NOTIFY OWNER'S REPRESENTATIVE FOR APPROVAL OF LOCATION AND ANY ADDITIONAL COST IF A CHANGE ORDER IS NECESSARY.
- WHEN COMPLETE, ALL GRADES SHALL BE WITHIN +/- 1/8" OF FINISHED GRADES AS SHOWN ON THE PLANS.
- SOFT SURFACE TRAILS NEXT TO MANICURED TURF OR SHRUB BEDS SHALL BE CONTAINED WITH 4' x 14 GAUGE GREEN ROLL TOP EDGER, RYERSON OR EQUAL.



VICINITY MAP
SCALE: 1"=1000'

NORTH

SHEET INDEX

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PAGE 4.....	L.04	PARK FACILITIES MASTER PLAN
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PAGE 19.....	L.19	LANDSCAPE DETAILS
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PAGE 21.....	L.21	LANDSCAPE DETAILS
PAGE 22.....	L.22	LANDSCAPE DETAILS
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TRACT SUMMARY TABLE

TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP
TRACT A	29954.96	0.69	OPEN SPACE, LANDSCAPE	HOA
TRACT B	30345.81	0.70	OPEN SPACE, LANDSCAPE	HOA
TRACT C	45507.05	1.04	PARK, LANDSCAPE	HOA
TRACT D	125100.00	2.87	OPEN SPACE, DRAINAGE, LANDSCAPE	HOA
TRACT E	78376.45	1.80	OPEN SPACE, DRAINAGE, LANDSCAPE	HOA
TRACT F	172909.05	3.97	OPEN SPACE, DRAINAGE, LANDSCAPE	HOA
TRACT G	173103.55	3.97	PARK, LANDSCAPE	HOA
TRACT H	42832.17	0.98	PRIVATE ALLEY	HOA
TRACT I	25128.39	0.58	PRIVATE ALLEY	HOA
TRACT J	16022.36	0.37	PRIVATE ALLEY	HOA
TRACT K	357063.25	8.20	OPEN SPACE, DRAINAGE	TOWN OF PARKER

HARDSCAPE NOTES

- THE CONTRACTOR SHALL INSTALL OR COORDINATE INSTALLATION OF SLEEVEING FOR IRRIGATION AND UTILITY IMPROVEMENTS PRIOR TO INSTALLING ALL PAVING. REFER TO IRRIGATION AND UTILITY PLANS FOR SIZE AND LOCATIONS.
- CONTRACTOR SHALL COORDINATE AND BE RESPONSIBLE FOR ALL SUB-GRADE COMPACTION UNDER PAVED AREAS. REFER TO PLANS, DETAILS, SPECIFICATIONS OR GEOTECHNICAL REPORTS WHICH IDENTIFY COMPACTION REQUIREMENTS. COORDINATE ALL COMPACTION TESTING WITH OWNER'S REPRESENTATIVE. CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE REPLACEMENT OF ANY PAVING THAT CRACKS OR MOVES RESULTING FROM IMPROPER COMPACTION.
- CURVED WALKS AND CURB EDGES ARE INTENDED TO BE CONSTRUCTED WITH SMOOTH FLOWING CURVES. ANYTHING OTHER THAN SMOOTH FLOWING CURVES WILL BE REJECTED AS DETERMINED BY THE OWNER'S REPRESENTATIVE.
- LAYOUT ALL SURFACING, SCORE JOINTS AND PAVING PATTERNS AS CLOSELY AS POSSIBLE TO PLANS, DETAILS, AND SPECIFICATIONS. DO NOT DEVIATE FROM PLANS UNLESS SPECIFIC APPROVAL IS OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE A FORM INSPECTION WITH THE OWNER'S REPRESENTATIVE NO LESS THEN 24 HOURS PRIOR TO PLACEMENT OF ANY SURFACING.
- CONCRETE EDGES, SAW CUTS AND/OR TROWELED SCORE JOINTS SHALL BE CRISP, CLEAN, COMPLETE AND NEAT IN APPEARANCE. LOCATE ALL JOINTS AS IDENTIFIED ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- ALL EXPOSED PAVING SHALL BE FINISHED PER DETAILS.
- CONTRACTOR SHALL PROVIDE ALL PROTECTION AND FACILITIES NECESSARY TO INSURE PROPER CURING AND FINISH OF PAVING.
- THE OWNER, SITE DEVELOPER, CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINE AND THE PUBLIC RIGHTS-OF-WAY AS A RESULT OF THIS SITE DEVELOPMENT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
- THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION OR CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.
- THE DEVELOPER, GENERAL CONTRACTOR, GRADING CONTRACTOR AND/OR THEIR AUTHORIZED AGENTS SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF WAYS.
- THE USE OF REBAR, STEEL STAKES, OR STEEL FENCE POSTS TO STAKE DOWN STRAW OR HAY BALES OR TO SUPPORT SILT FENCING USED AS AN EROSION CONTROL MEASURE IS PROHIBITED.
- THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CONCRETE TO THE STORM SEWER SYSTEM IS PROHIBITED.
- THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATIONS INVOLVING WHEEL CUTTING, SAW CUTTING, OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

EROSION NOTES

CASE NO.

OWNER:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL (303) 287-8195
CONTACT: JERRY B. RICHMOND III

ENGINEER:



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DENVER, CO 80203
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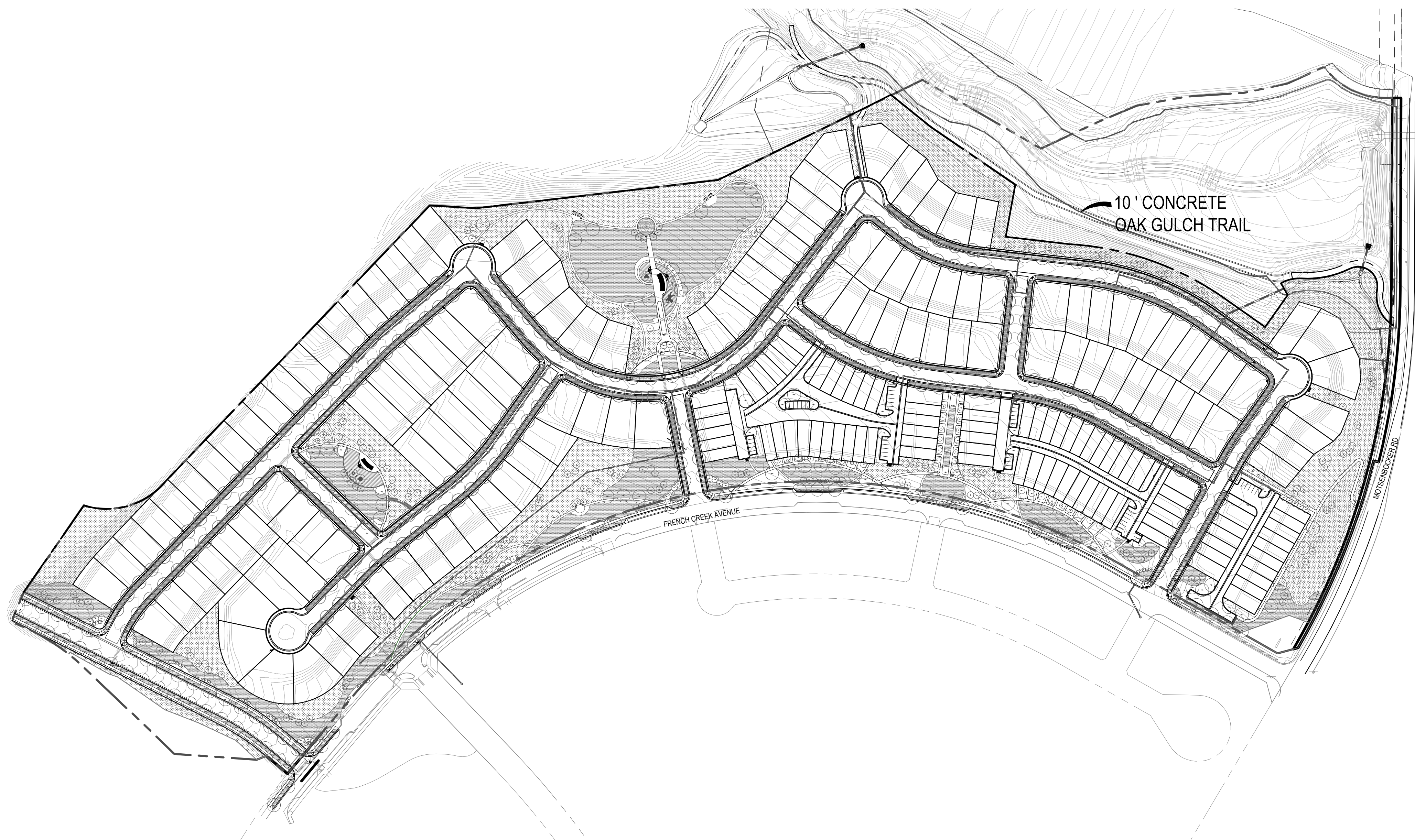
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COVER SHEET &
LANDSCAPE NOTES

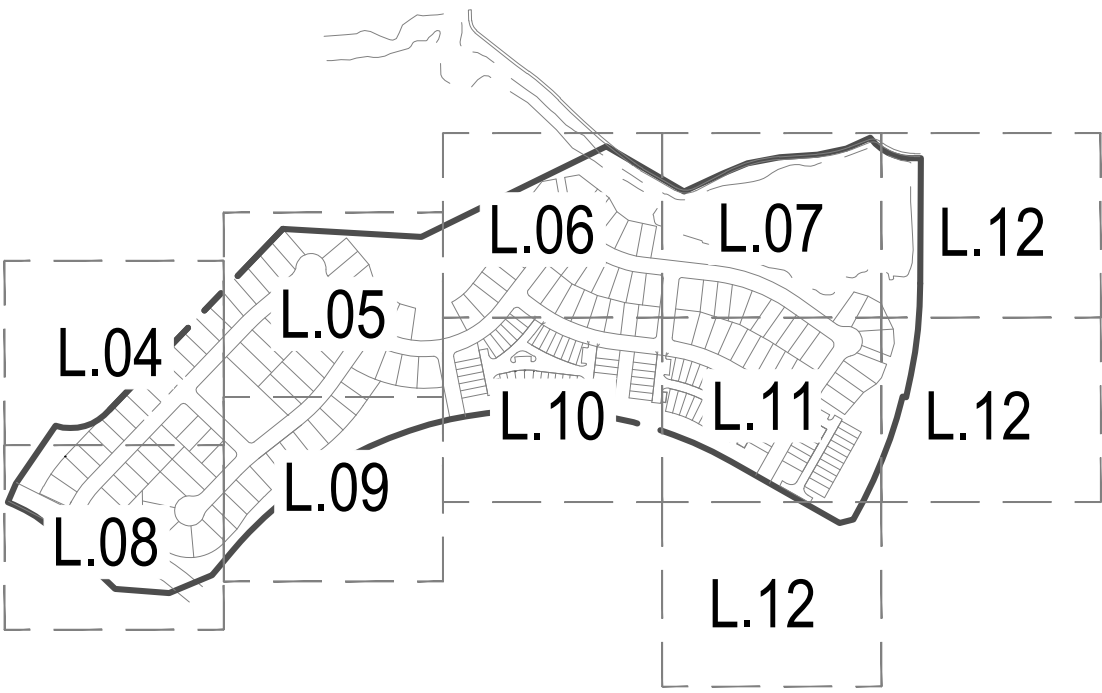
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LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



KEY MAP

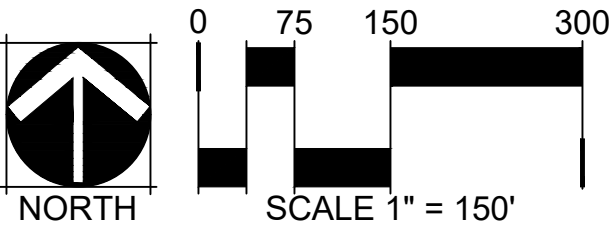


LEGEND

- CANOPY TREE
- STREET TREE AS PART OF LOT DEVELOPMENT (BY BUILDER)
- EVERGREEN TREE
- ORNAMENTAL TREE
- NATIVE SEED
- TURF
- HOME BUILDER TURF
- PLAYGROUND SURFACE
- PROPERTY LINE

NOTES

- EXISTING LANDSCAPE INSTALLED BY METRO DISTRICT TO BE MAINTAINED BY THE HOA.
- PROPOSED STREET TREE LOCATIONS AS PART OF LOT DEVELOPMENT ARE TO BE INSTALLED BY THE BUILDER AND ARE APPROXIMATE DUE TO FINAL DRIVEWAY LOCATIONS.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLES SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- FINAL STREET TREE LOCATIONS TO BE DETERMINED DURING CD PHASE DUE TO PROPOSED LOCATIONS OF UTILITY STUBS.
- LIMIT OF SEED TO BE FINALIZED DURING CD'S AND TO EXTEND TO LIMITS OF DISTURBANCE.
- FINAL TREE LOCATIONS ALONG FRENCH CREEK AND MOTSENBOCKER ROAD TO BE DETERMINED DURING CD'S.



SUNMARKE FILING NO.1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

OWNER:



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CENTENNIAL, CO 80112
TEL (303) 287-8198
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SHEET TITLE:

OVERALL PARK FACILITIES
MASTER PLAN

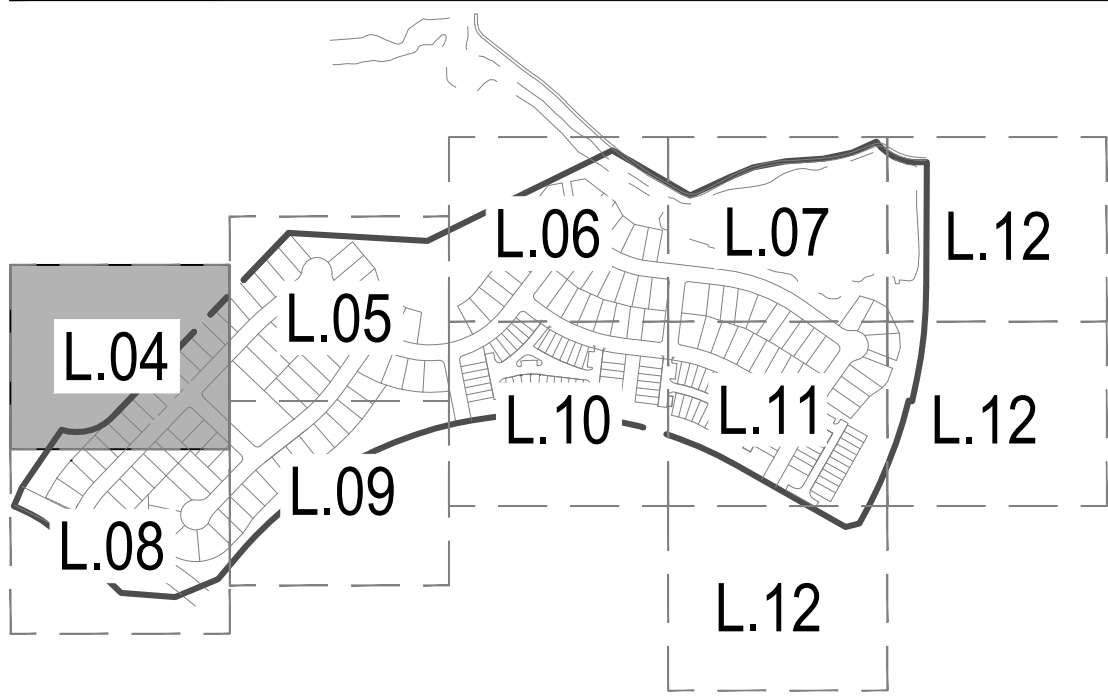
L.03

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KEY MAP



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- STREET LIGHT
- FIRE HYDRANT
- PET WASTE STATION
- BENCH
- TRASH RECEPTACLE
- BIKE RACK
- SHADE STRUCTURE
- MAIL KIOSK
- STOP SIGN
- FENCE COLUMN

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STATE OF COLORADO

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SHEET TITLE:
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MASTER PLAN

L.04

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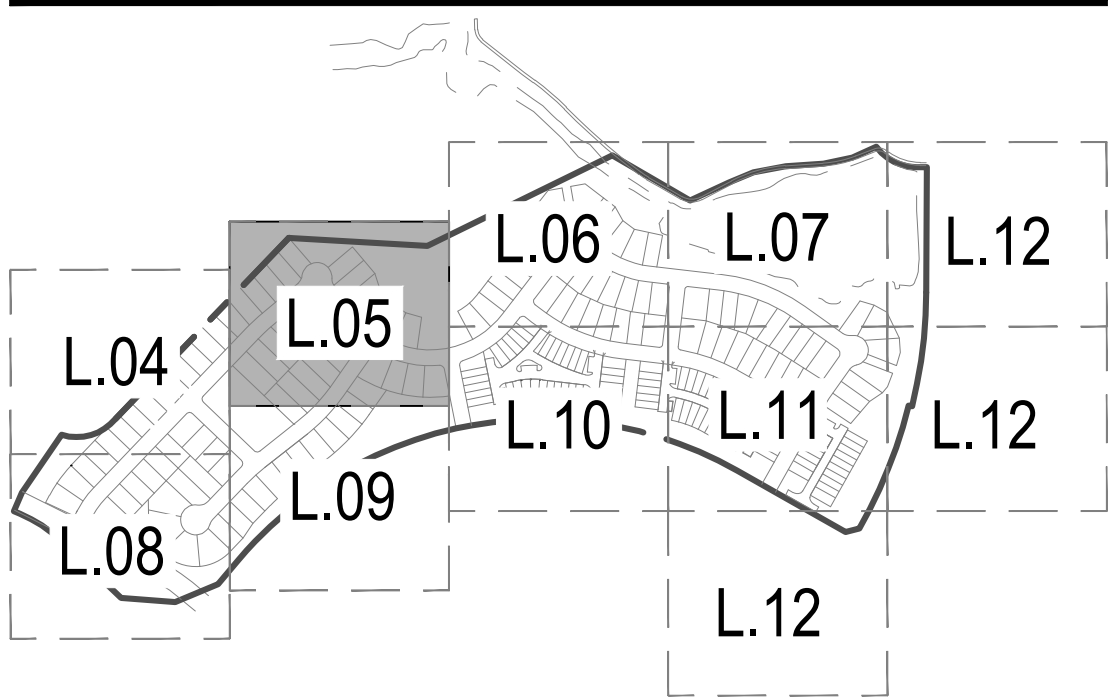
CASE NO.

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LANDSCAPE PLAN

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KEY MAP



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DOUGLAS COUNTY
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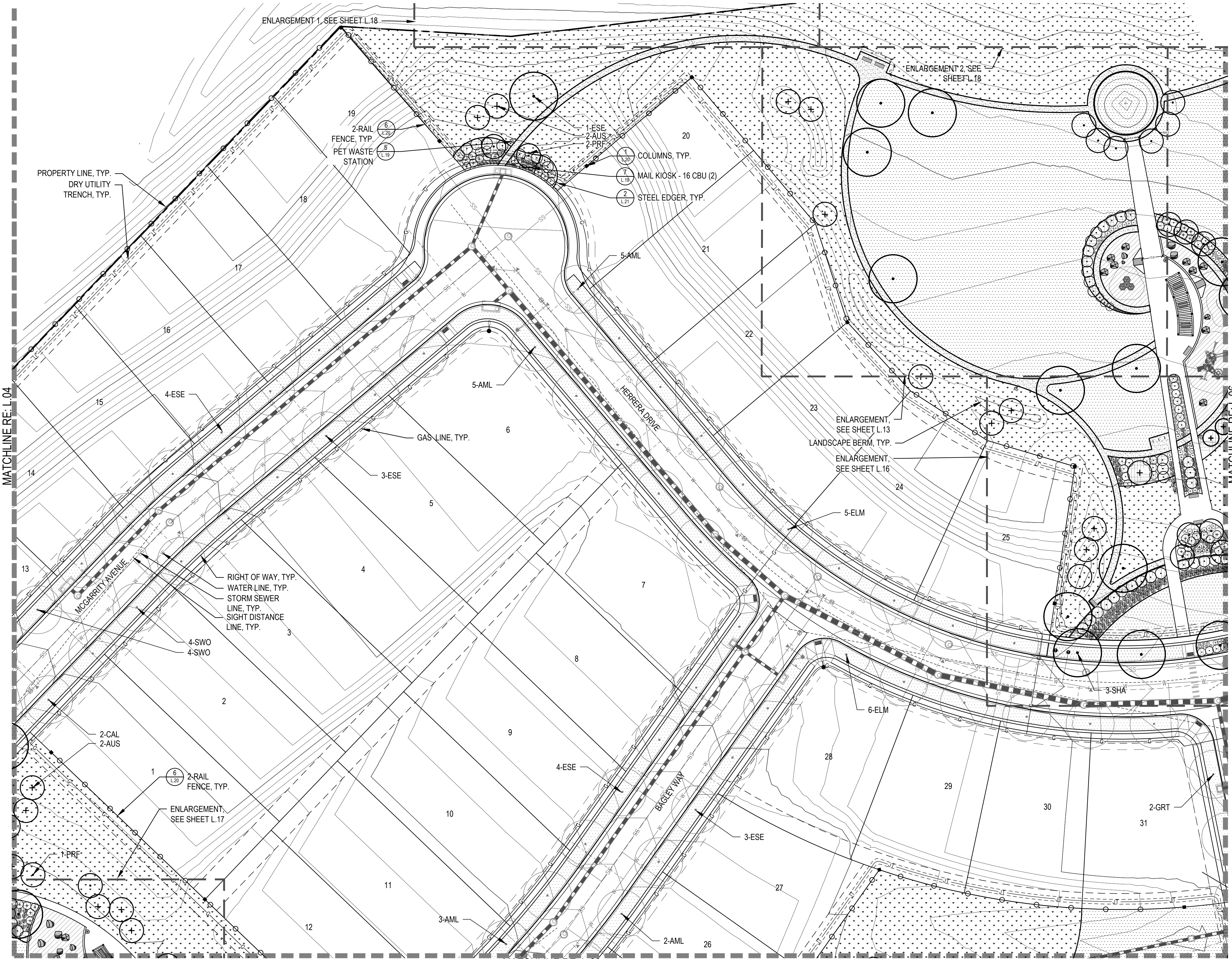
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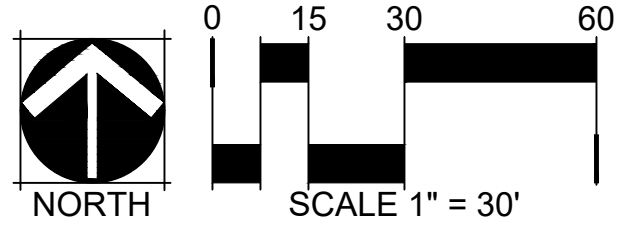
PARK FACILITIES
MASTER PLAN

L.05



LEGEND

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LANDSCAPE PLAN

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KEY MAP



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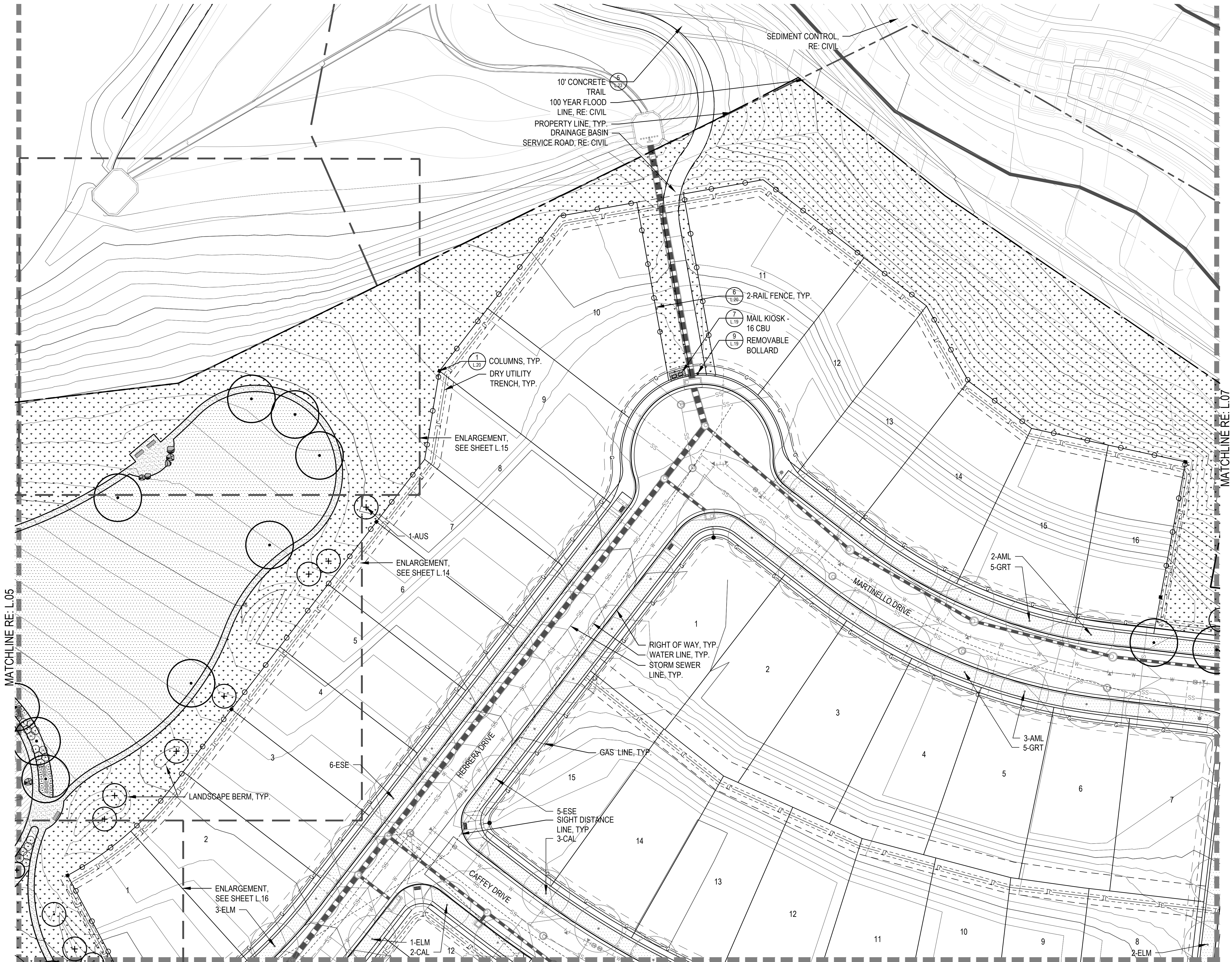
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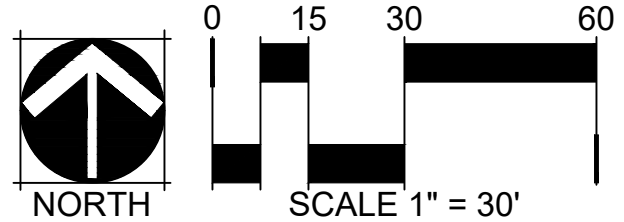
PARK FACILITIES
MASTER PLAN

L.06



LEGEND

- CANOPY TREE
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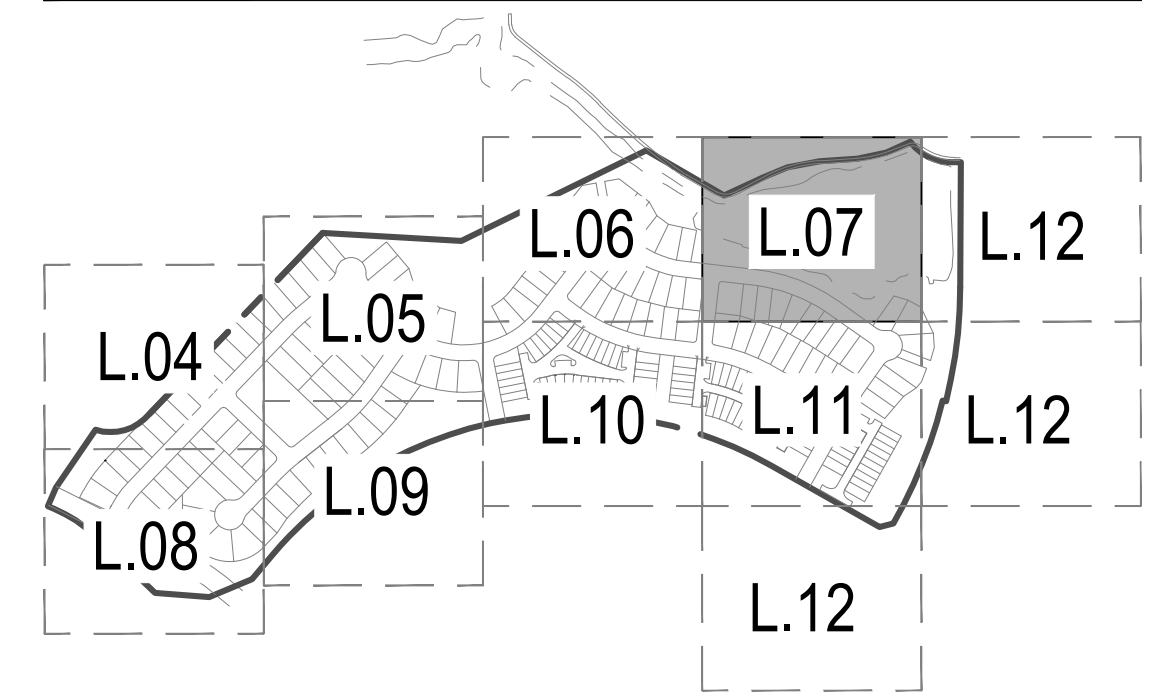
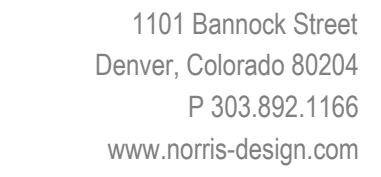


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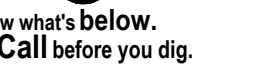


	CANOPY TREE
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WORK FACILITIES MASTER PLAN

L.07

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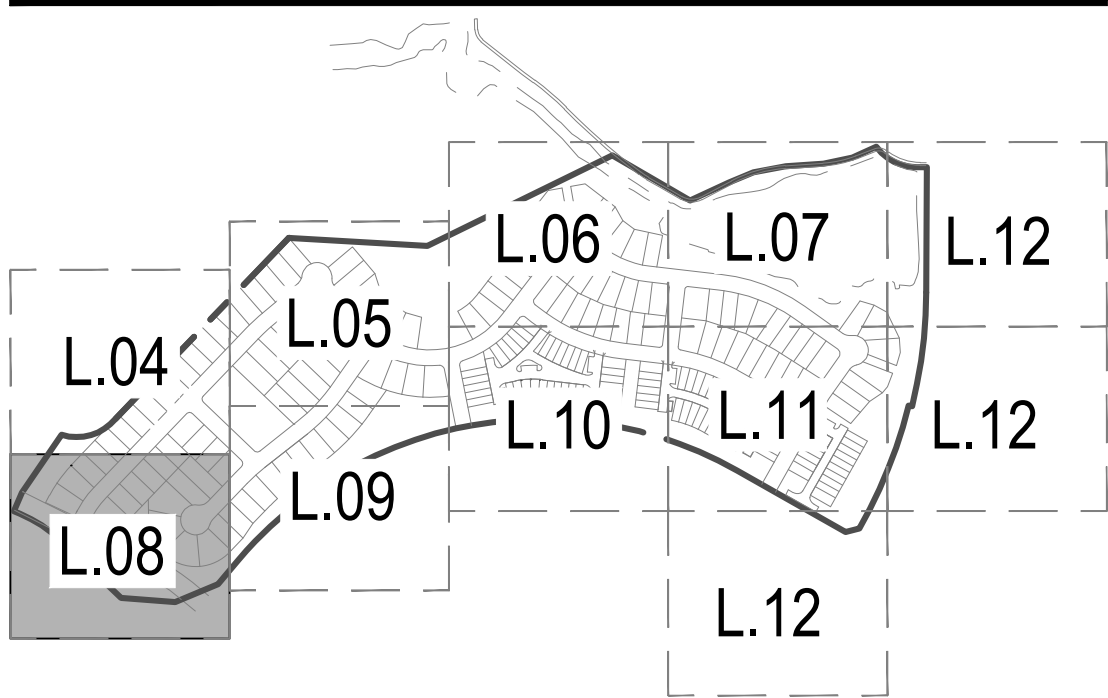
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LANDSCAPE PLAN

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KEY MAP



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DOUGLAS COUNTY
STATE OF COLORADO

OWNER:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL (303) 287-8195
CONTACT: JERRY B. RICHMOND III

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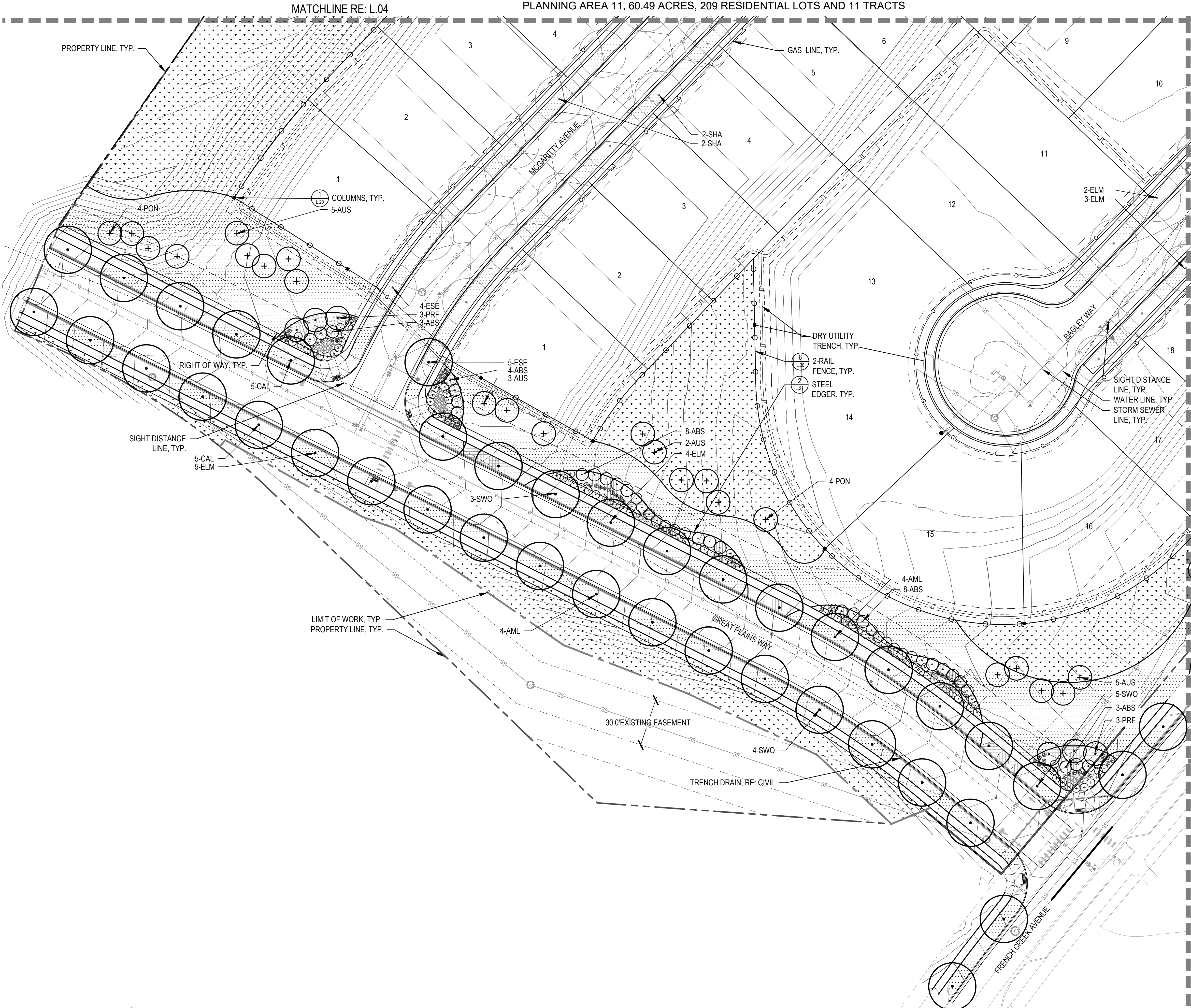
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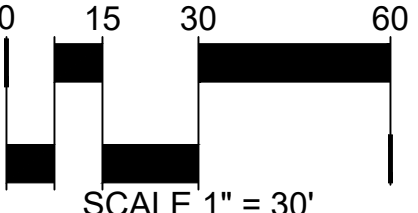
PARK FACILITIES
MASTER PLAN

L.08



LEGEND

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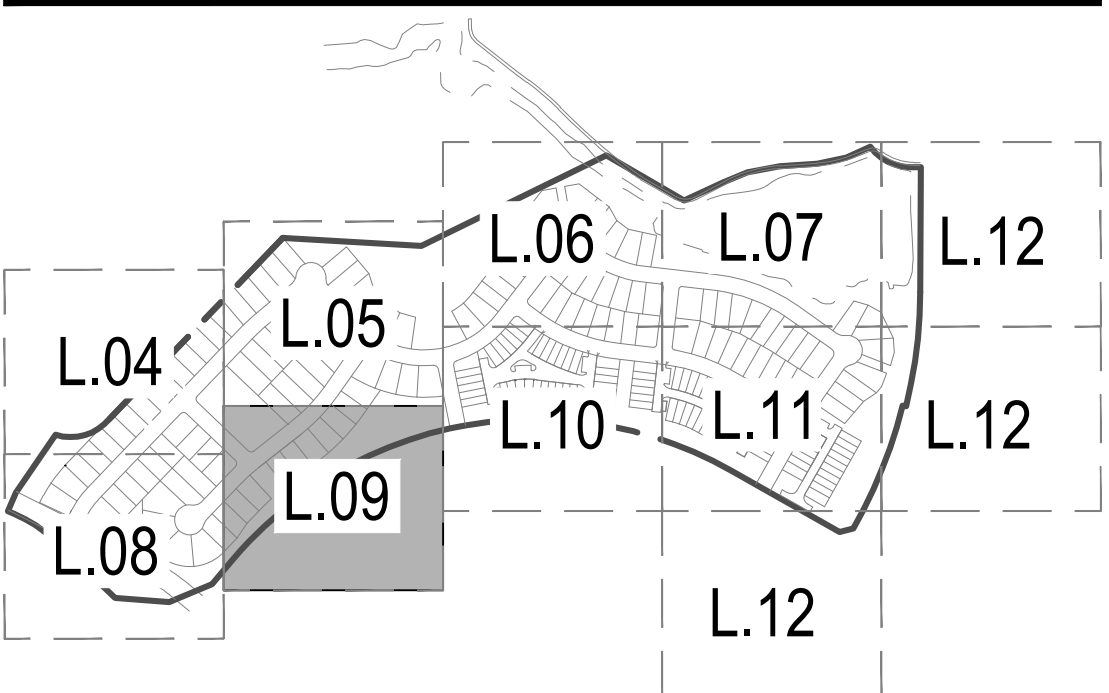


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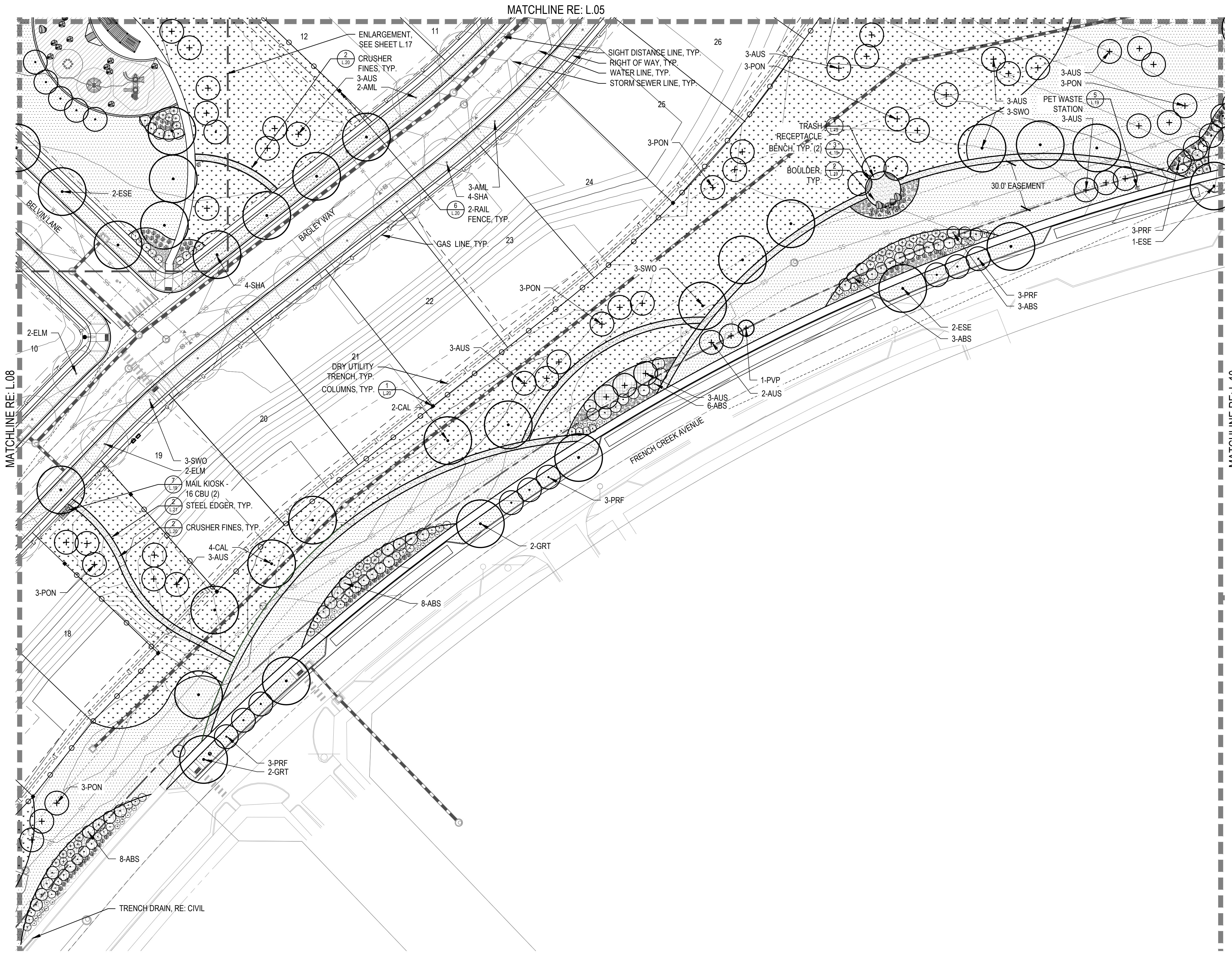
LANDSCAPE PLAN

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KEY MAP



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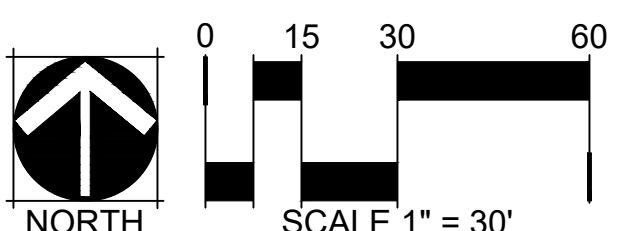
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SHEET TITLE:
PARK FACILITIES
MASTER PLAN

L.09

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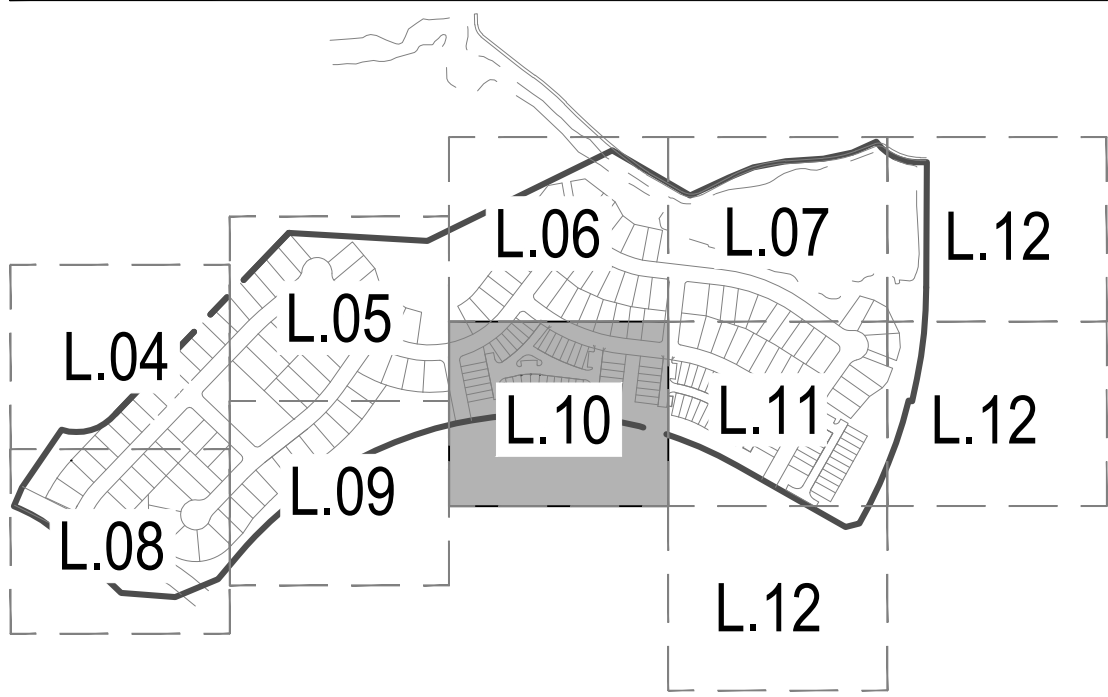


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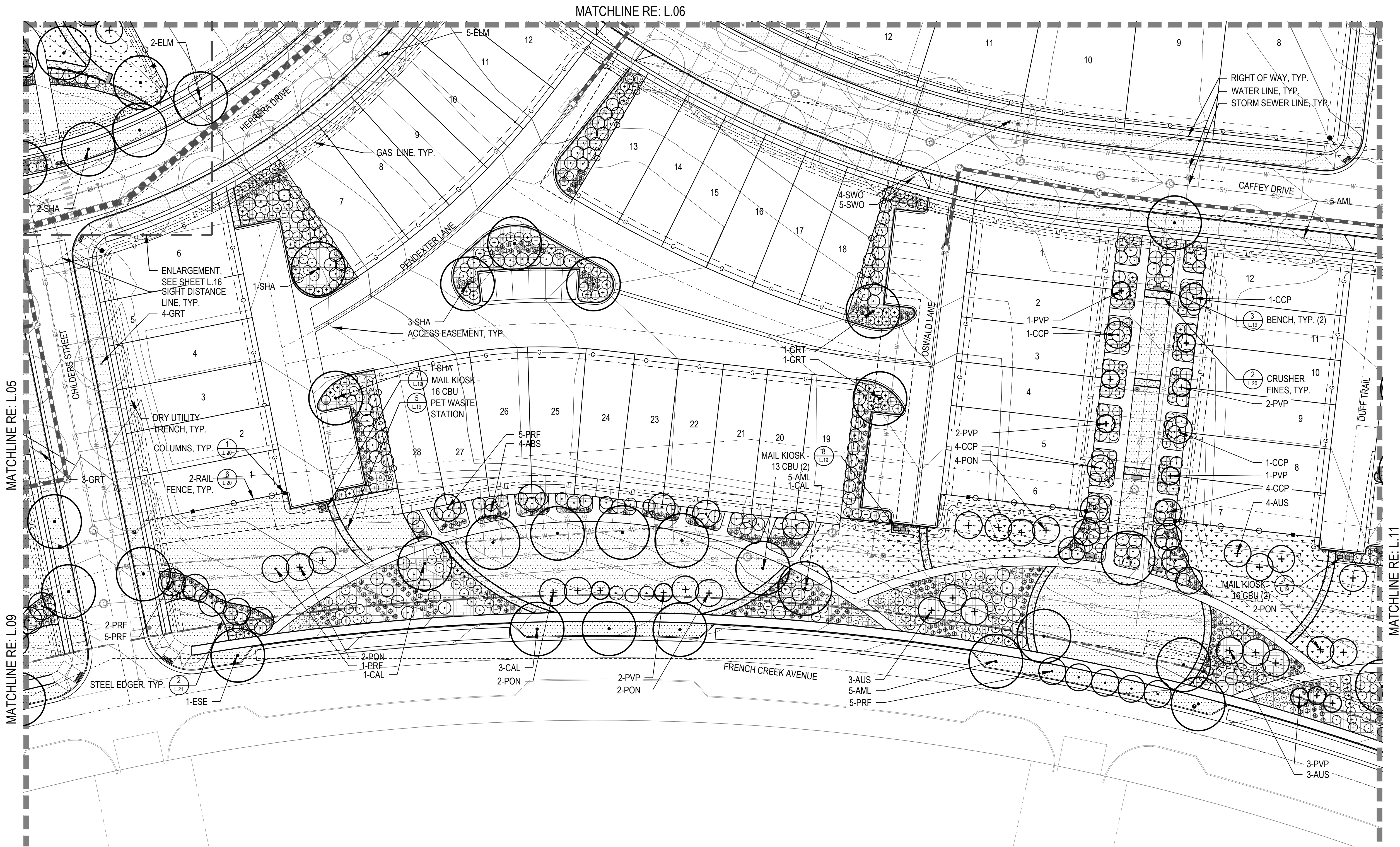
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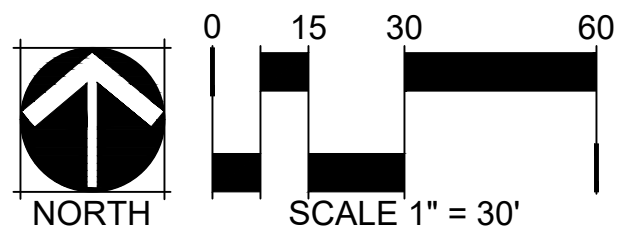
SHEET TITLE:

PARK FACILITIES
MASTER PLAN

L.10

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

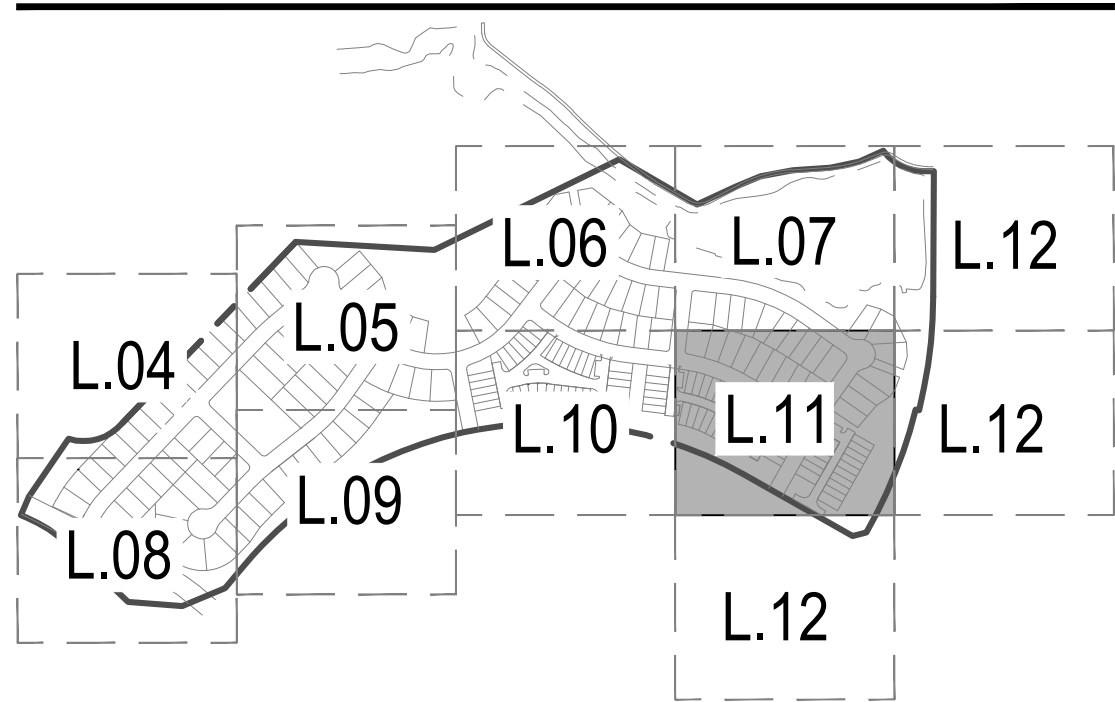


SUNMARKE FILING NO. 1

LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS
MATCHLINE RE: L.07

KEY MAP



SUNMARKE FILING NO. 1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

OWNER:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL (303) 287-8195
CONTACT: JERRY B. RICHMOND III

ENGINEER:



1120 LINCOLN ST. SUITE 1000
DENVER, CO 80203
P: 303.623.6300
F: 303.623.6311

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CONSTRUCTION



Know what's below.
Call before you dig.

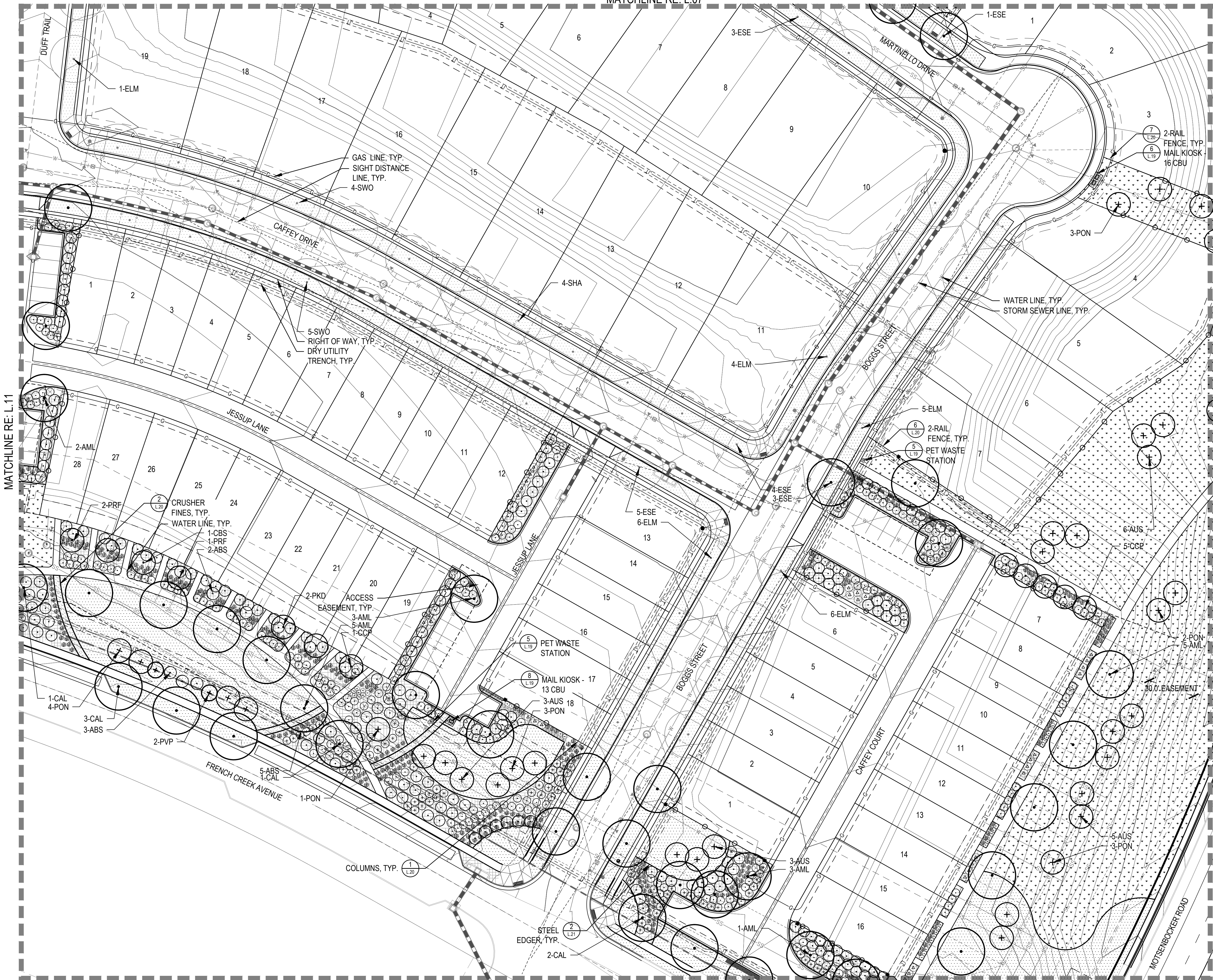
DATE:

JULY 2, 2018
NOVEMBER 8, 2018
FEBRUARY 1, 2019
MARCH 12, 2019
APRIL 01, 2019 REV

SHEET TITLE:

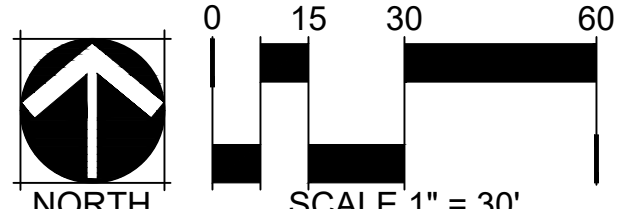
PARK FACILITIES
MASTER PLAN

L.11



LEGEND

- CANOPY TREE
- STREET TREE AS PART OF LOT DEVELOPMENT (BY BUILDER)
- EVERGREEN TREE
- ORNAMENTAL TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- ORNAMENTAL GRASS
- PERENNIALS
- SHRUB BED
- NATIVE SEED
- TURF
- HOMEBUILDER TURF
- PLAYGROUND SURFACE
- CRUSHER FINES
- METAL EDGER
- MATCHLINE
- PROPERTY LINE
- ROW LINE
- LIMIT OF WORK/SEED LINE
- 2-RAIL FENCE
- LANDSCAPE BOULDERS
- STREET LIGHT
- FIRE HYDRANT
- PET WASTE STATION
- BENCH
- TRASH RECEPTACLE
- BIKE RACK
- SHADE STRUCTURE
- MAIL KIOSK
- STOP SIGN
- FENCE COLUMN



CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

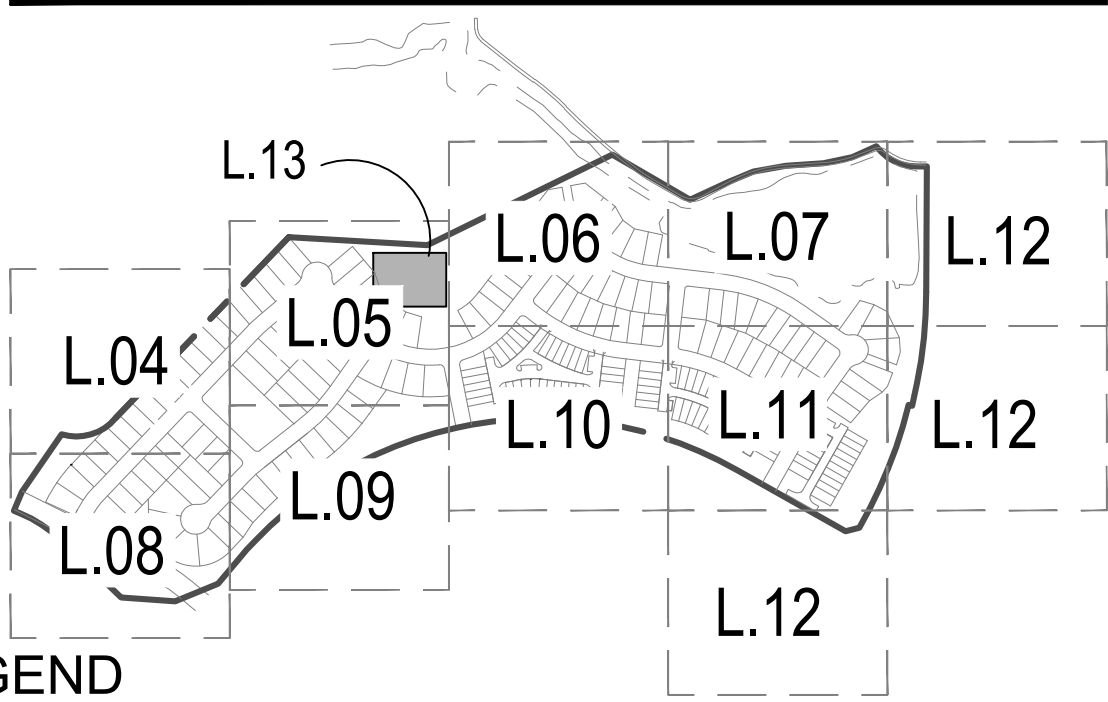
MATCHLINE RE: L.12

SUNMARKE FILING NO. 1

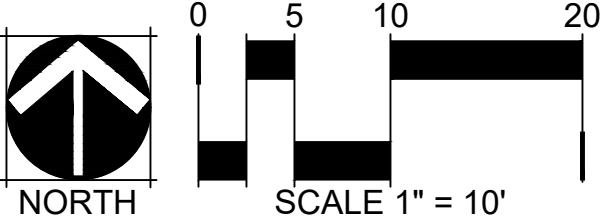
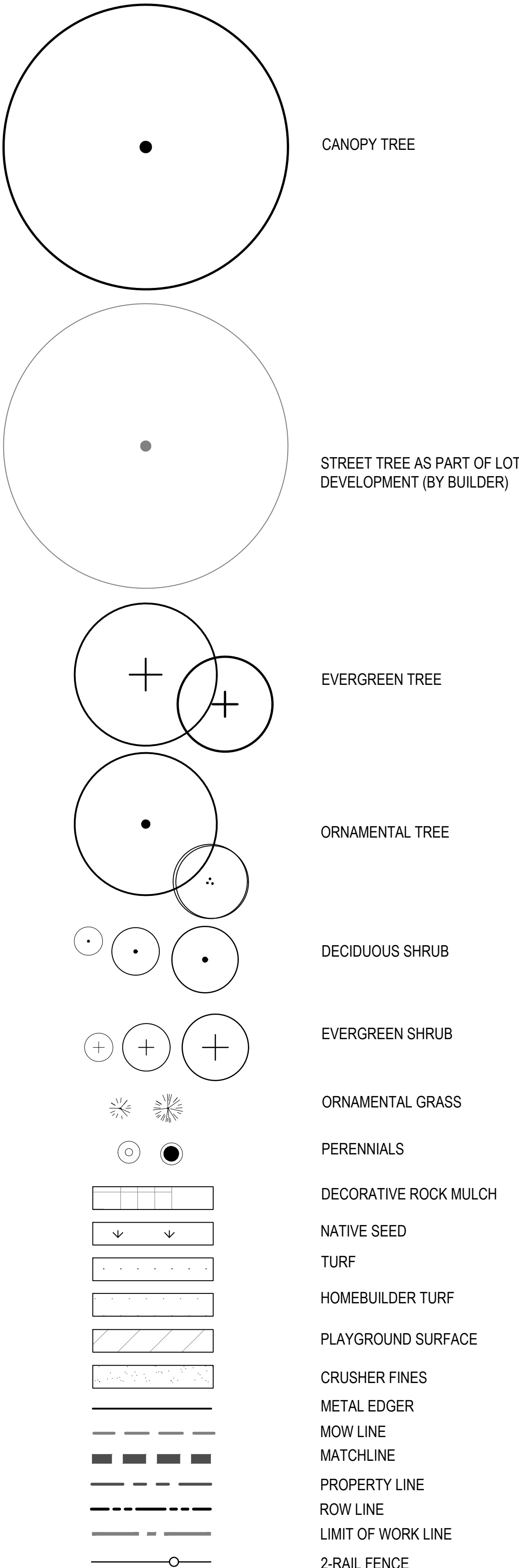
LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

KEY MAP



LEGEND



CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

MATCHLINE RE: L.16

MATCHLINE RE: L.14

- FREE-STANDING TOSS-UP (5 L.22)
- PLAYGROUND RAMP (3 L.20)
- BOULDER, TYP. (2 L.19)
- CRUSHER FINES, TYP. (2 L.20)
- STEEL EDGER, TYP. (2 L.21)
- PLAY CUBES 4.0 (4 L.22)

- 4-CCP
- TURF MOUND
- CONCRETE CURB, TYP. (4 L.20)

- CONCRETE, TYP.
- MONOLITHIC PLAYGROUND CURB (7 L.20)
- TRASH RECEPTACLE (1 L.19)

1-ELM

SUNMARKE FILING NO.1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

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CONTACT: JERRY B. RICHMOND III

ENGINEER:

HARRIS KOCHER SMITH
DENVER • DALLAS/FORT WORTH

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SHEET TITLE:
PARK FACILITIES
ENLARGEMENT
PLAN

L.13

SUNMARKE FILING NO. 1

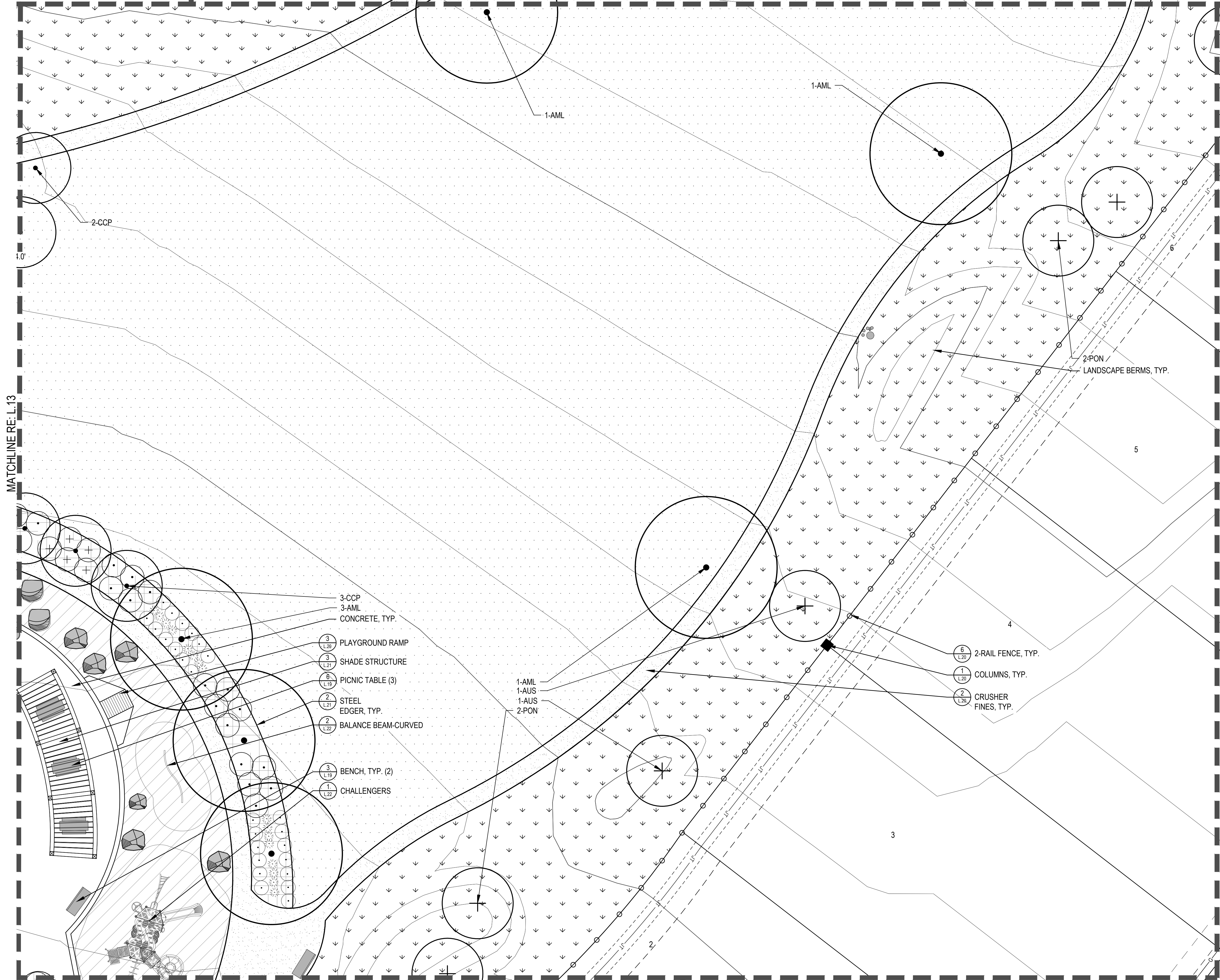
LANDSCAPE PLAN

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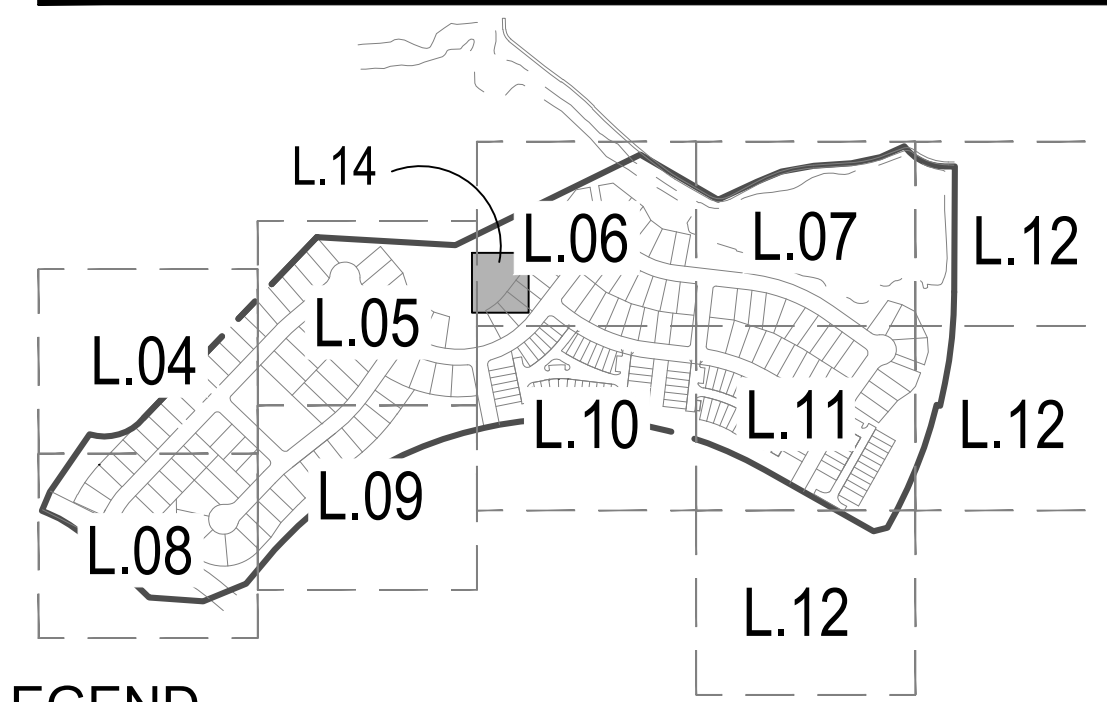
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

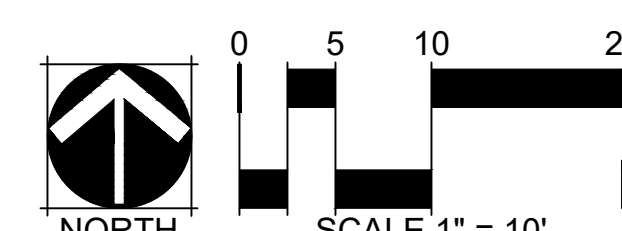
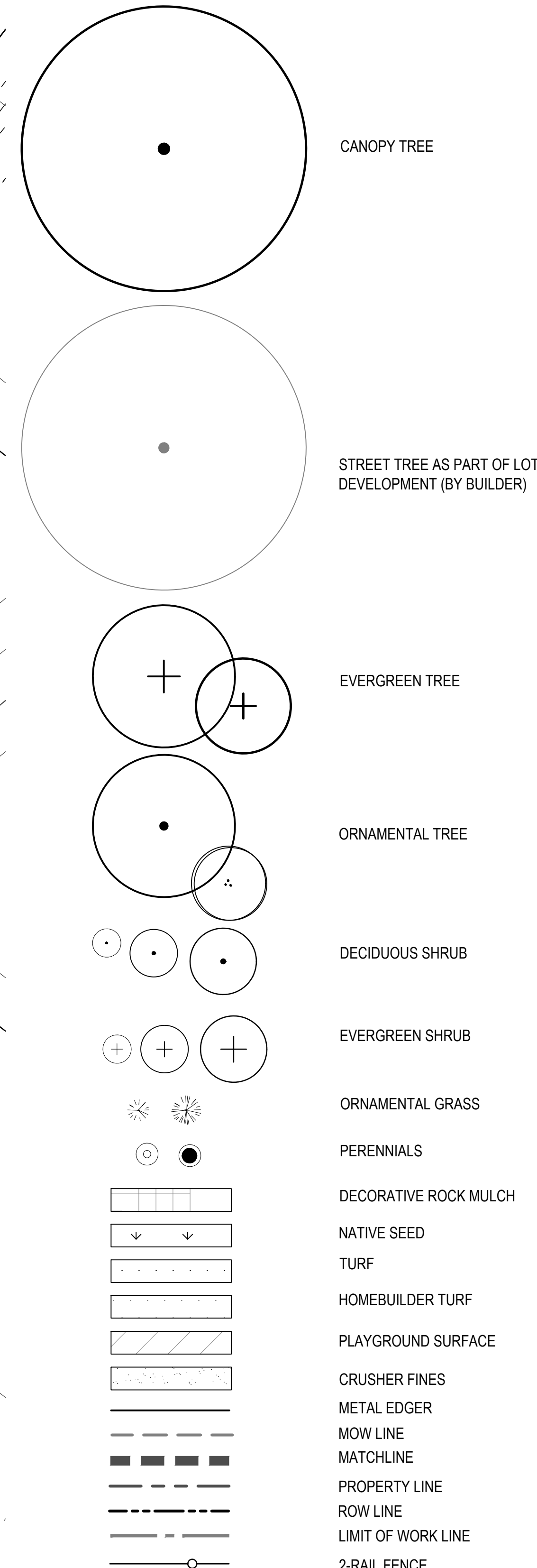
MATCHLINE RE: L.15



KEY MAP



LEGEND



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DOUGLAS COUNTY
STATE OF COLORADO

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PARK FACILITIES
ENLARGEMENT
PLAN

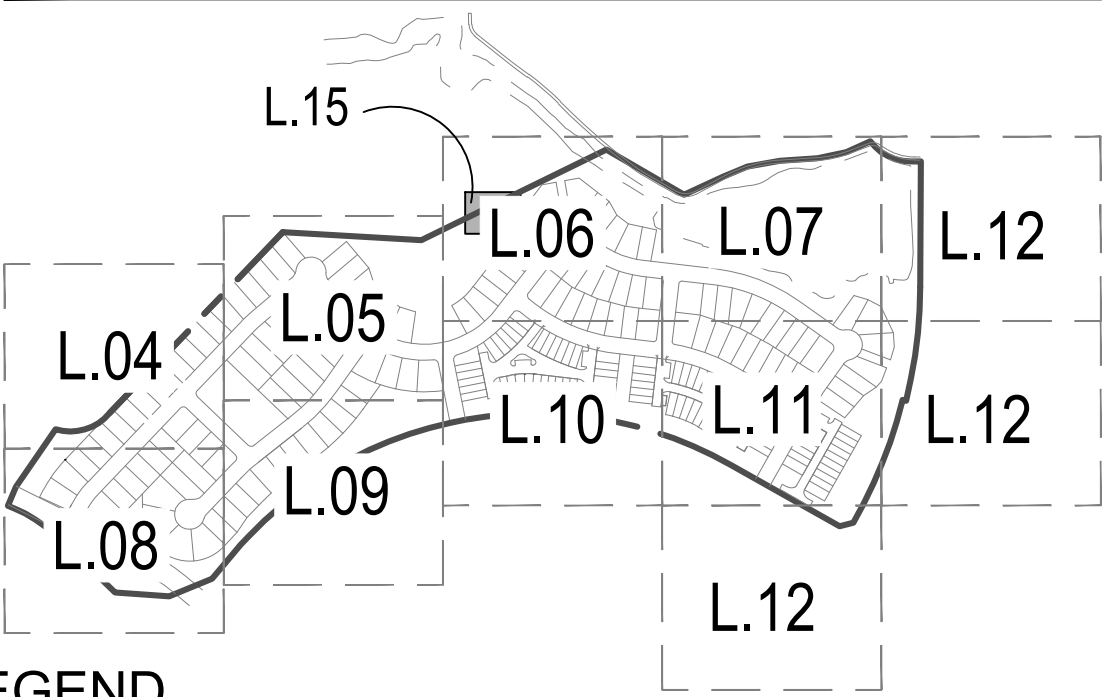
L.14

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

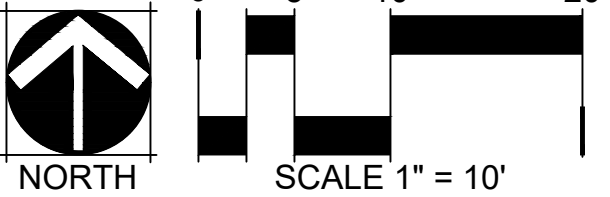
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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
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KEY MAP



LEGEND

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- PLAYGROUND SURFACE
- CRUSHER FINES
- METAL EDGER
- MOW LINE
- MATCHLINE
- PROPERTY LINE
- ROW LINE
- LIMIT OF WORK LINE
- 2-RAIL FENCE



MATCHLINE RE: L.18

MATCHLINE RE: L.14

CASE NO.

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

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Planning | Landscape Architecture | Branding
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Denver, Colorado 80204
P 303.892.1166
www.norris-design.com

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STATE OF COLORADO

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SHEET TITLE:
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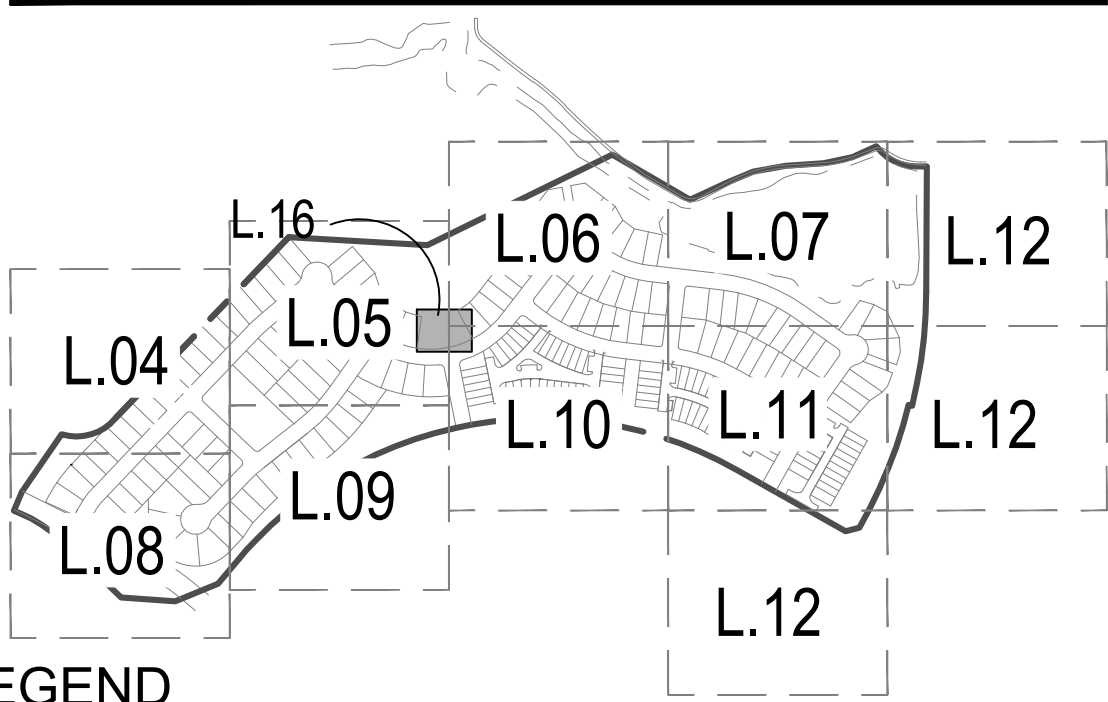
L.15

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LANDSCAPE PLAN

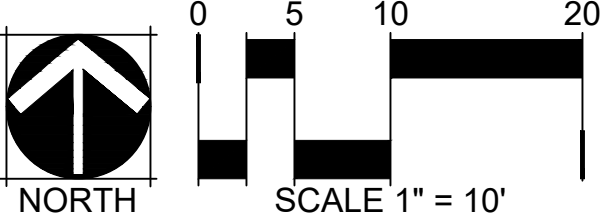
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SHEET TITLE:
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ENLARGEMENT
PLAN

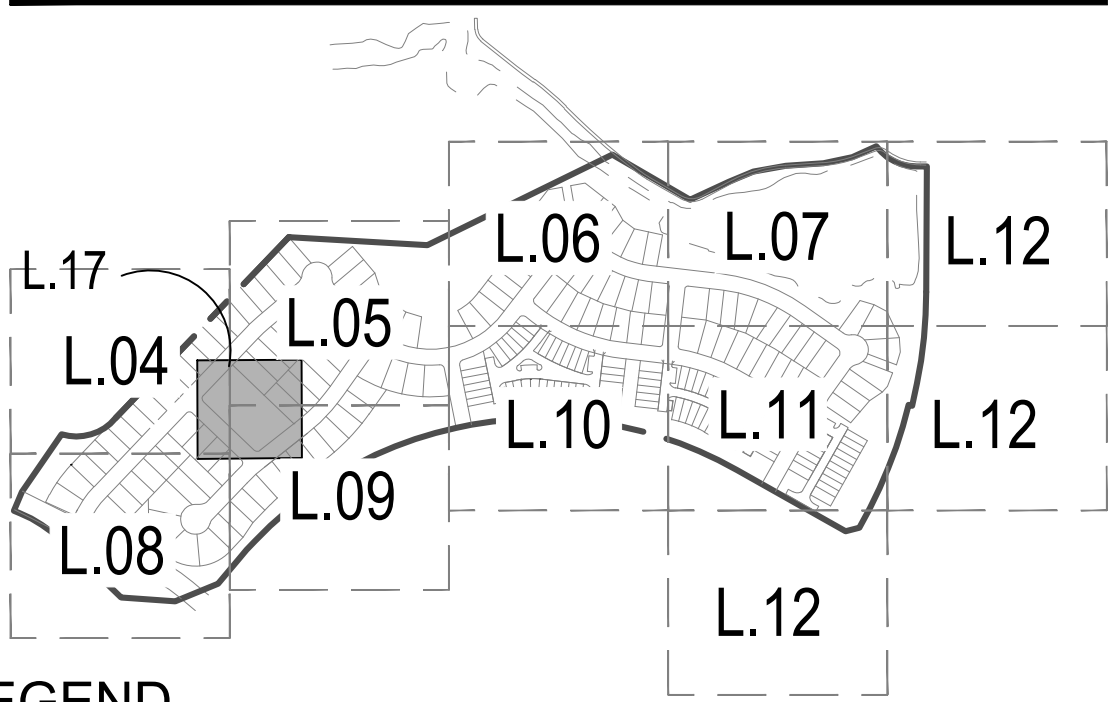
L.16

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

KEY MAP



LEGEND

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CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

SUNMARKE FILING NO.1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO



OWNER:
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7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
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DATE:
JULY 2, 2018
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SHEET TITLE:
PARK FACILITIES
ENLARGEMENT
PLAN

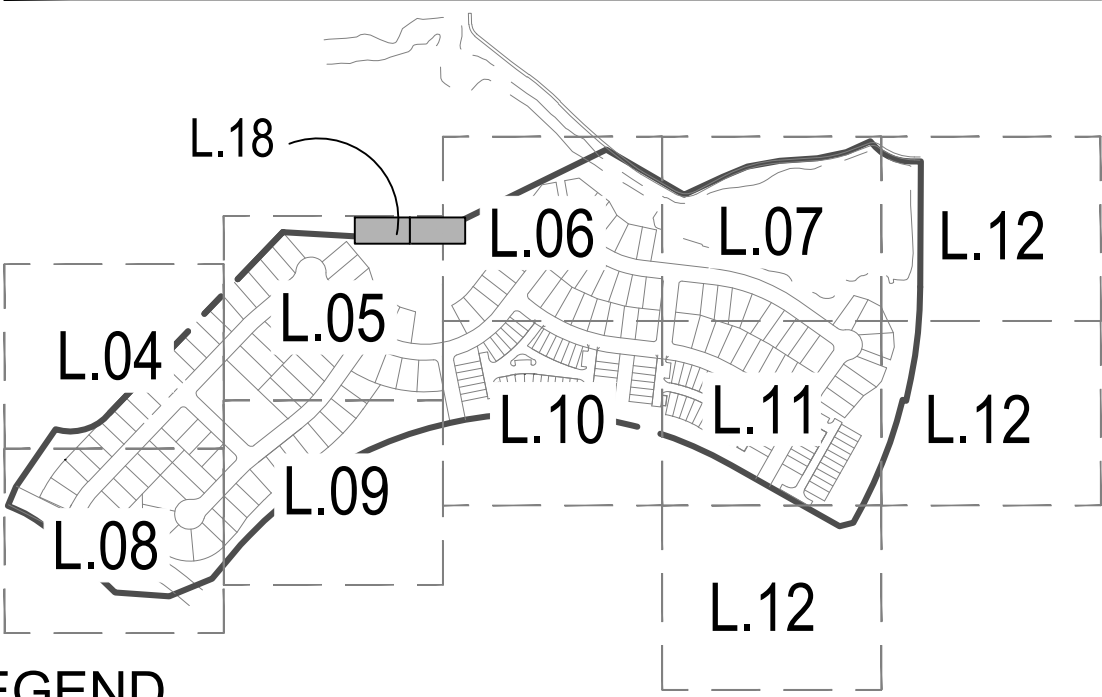
L.17

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

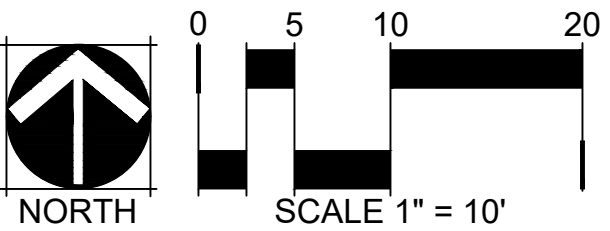
SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
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PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

KEY MAP

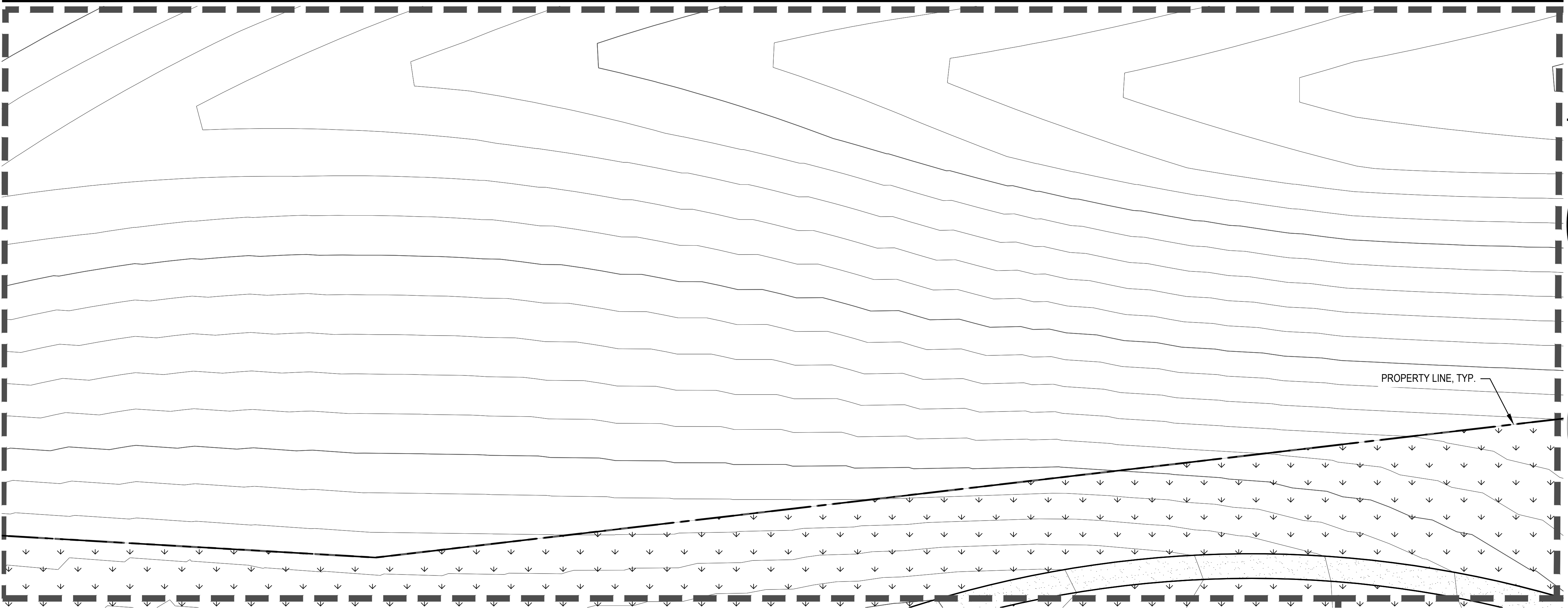


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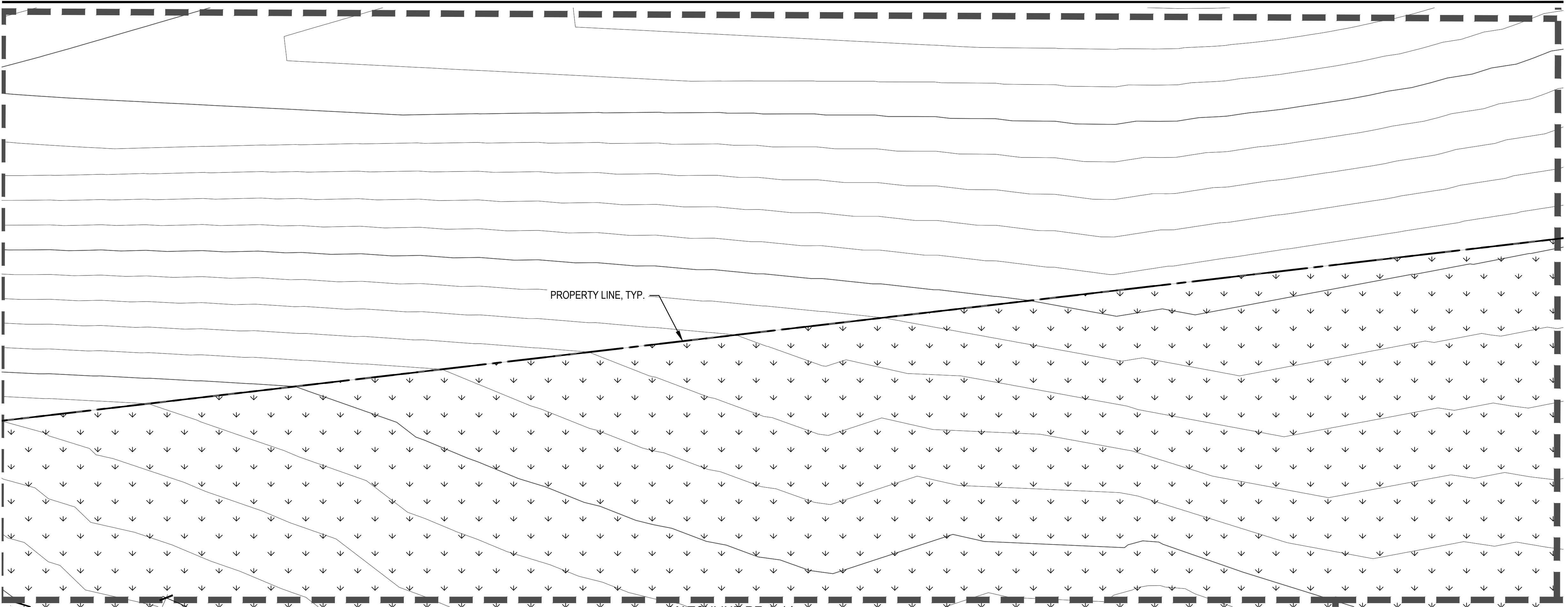
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- ROW LINE
- LIMIT OF WORK LINE
- 2-RAIL FENCE



ENLARGEMENT 1



ENLARGEMENT 2



CASE NO.

MATCHLINE RE: L.14

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

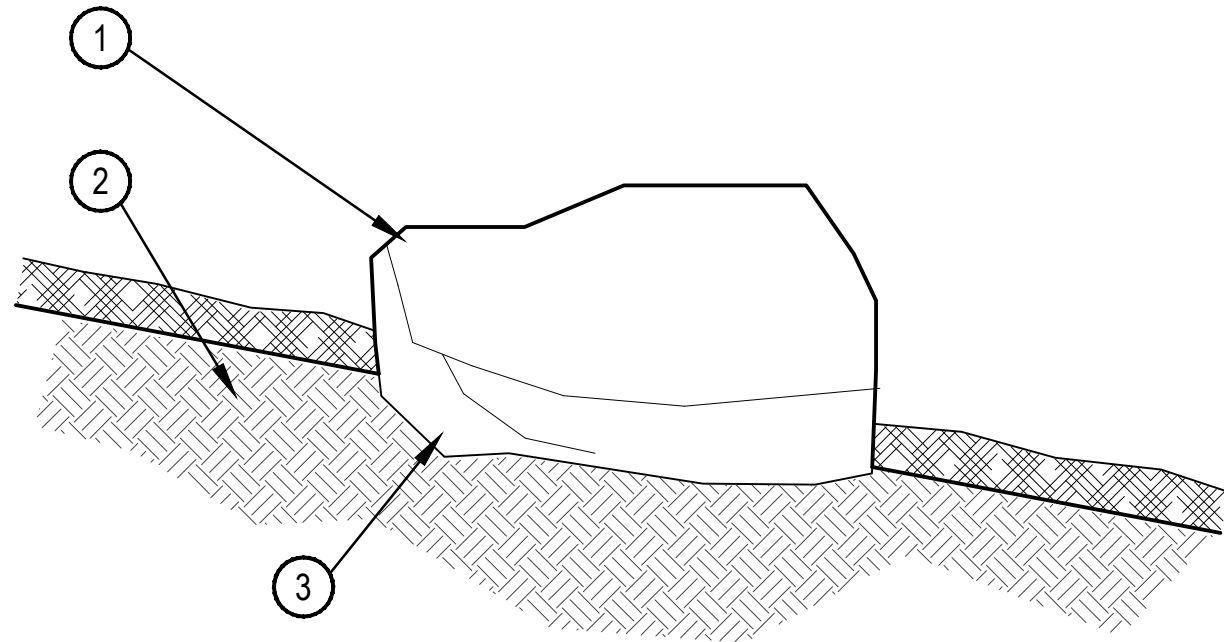
SUNMARKE FILING NO. 1

LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



- 1 MLWR1400-32 SERIES
- 2 MANUFACTURER: MAGLIN SITE FURNITURE, WWW.MAGLIN.COM
- 3 MODEL: MLWR1400-32 OR APPROVED EQUAL
- 4 INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 5 MATERIAL AND COLOR: SANDSTONE COMPOSITE, BRONZE 14



- 1 GRANITE ROCK BOULDERS. CONTRACTOR SHALL SUBMIT SMALL SAMPLE OR PHOTOS FOR APPROVAL.
- 2 AMENDED TOPSOIL
- 3 PARTIALLY BURY BOULDER FOR NATURAL APPEARANCE

- REFER TO PLANS FOR LOCATIONS.



- 1 MLB870 SERIES
- 2 MANUFACTURER: MAGLIN SITE FURNITURE; WWW.MAGLIN.COM (OR APPROVED EQUAL)
- 3 MODEL: MLB870-W
- 4 INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- 5 MATERIAL AND COLOR: SANDSTONE COMPOSITE, BRONZE 14

1 TRASH RECEPTACLE

SCALE: NTS

2 BOULDER

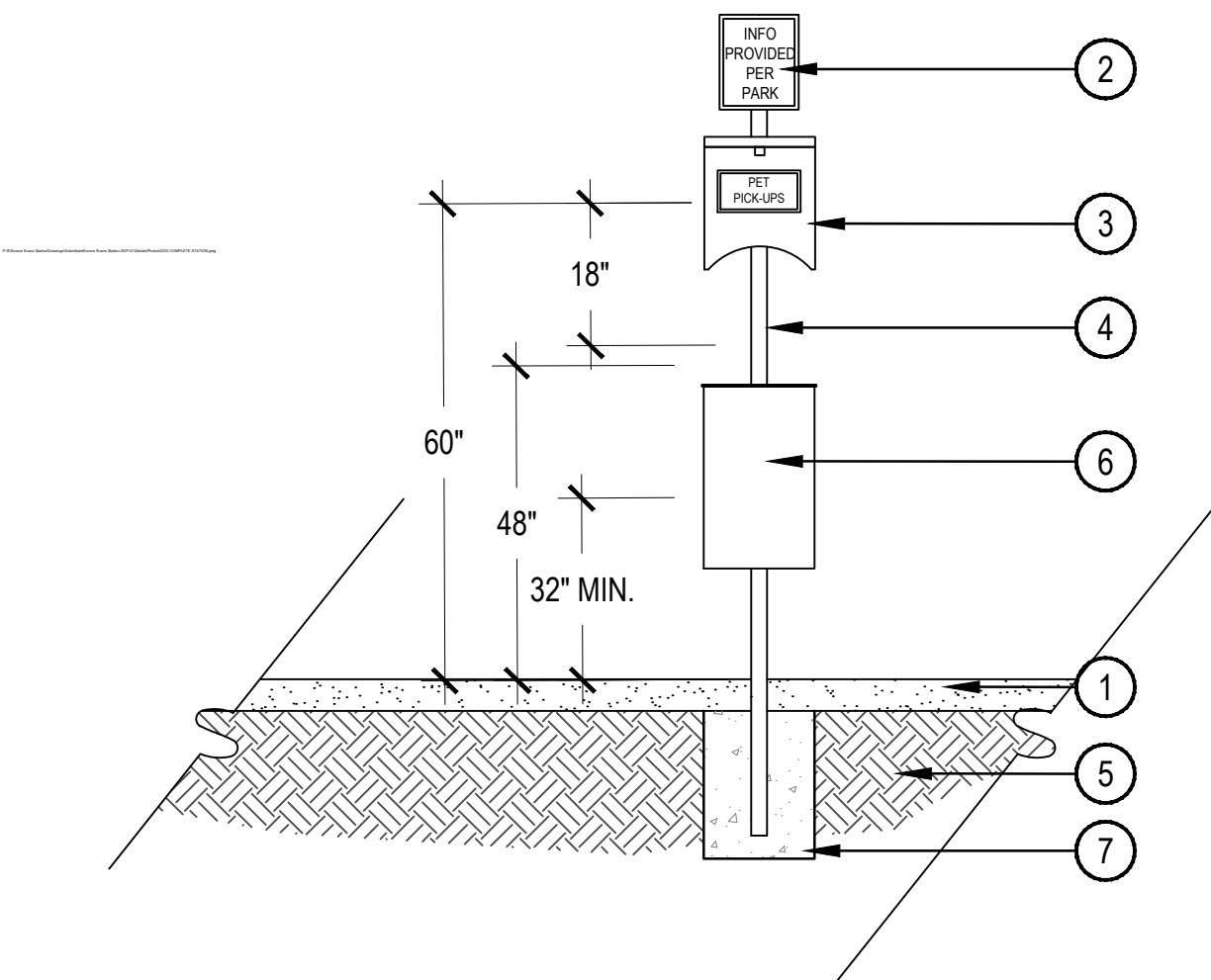
SCALE: 3/4" = 1'-0"

3 BENCH

SCALE: N.T.S.



- 1 SCBR1600 SERIES
- 2 MANUFACTURER:MAGLIN SITE FURNITURE, WWW.MAGLIN.COM
- 3 MODEL NO. SCBR-1600 OR APPROVED EQUAL
- 4 INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 5 MATERIAL AND COLOR: BRONZE 14



- 1 CRUSHER FINES OR PLANTING BED REF: PLANS
- 2 REFLECTIVE ALUMINUM SIGN
- 3 TRASH BAG DISPENSER
- 4 SQUARE TUBING
- 5 COMPACTED SUBGRADE
- 6 PET WASTE RECEPTACLE
- 7 SECURE POST IN FOOTING PER MANUFACTURER'S RECOMMENDATIONS

MANUFACTURER: LIVIN THE DOG LIFE
MODEL: PET WASTE STATION
COLOR: GREEN

OR APPROVED EQUAL



- 1 MLPT720 SERIES CLUSTER SEATING
- 2 MANUFACTURER: MAGLIN SITE FURNITURE, WWW.MAGLIN.COM
- 3 MODEL: MLPT720-S OR APPROVED EQUAL.
- 4 INSTALL PER MANUFACTURER'S INSTRUCTIONS.
- 5 MATERIALS AND COLOR: IPE AND BRONZE 14

NOTE: TABLE TO BE SURFACE MOUNTED ON CONCRETE

4 BIKE RACKS

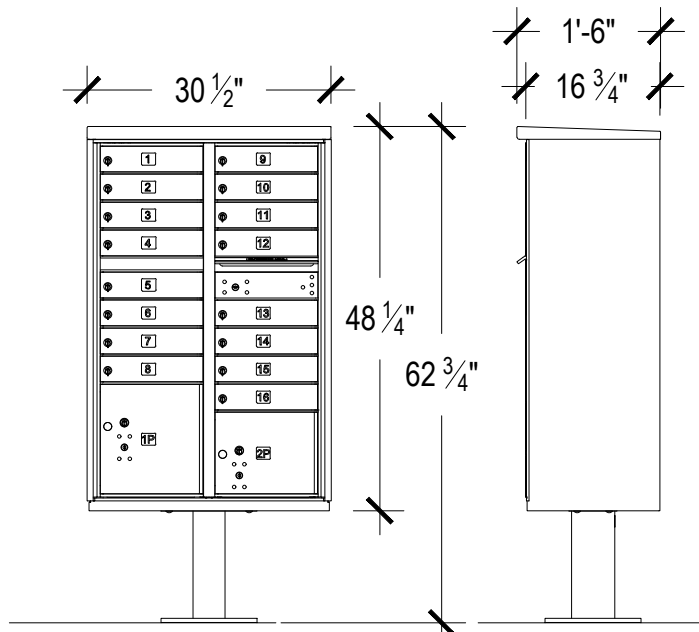
SCALE: N.T.S.

5 PET WASTE STATION

SCALE: 1/2" = 1'-0"

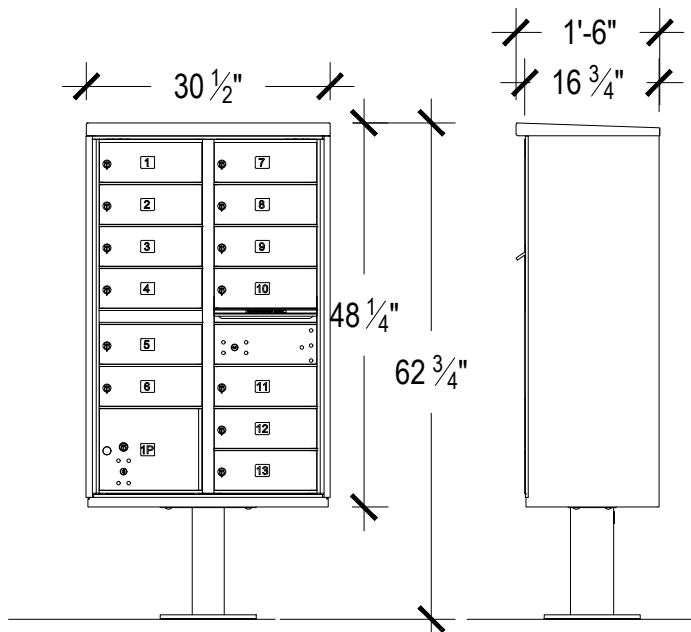
6 PICNIC TABLE

SCALE: N.T.S.



- 1 MANUFACTURER: SALSBURY INDUSTRIES
WWW.MAILBOXES.COM
PRODUCT TYPE: SALSBURY CLUSTER BOX UNITS- TYPE III
- 2 MODEL: 3316
- 3 INSTALLATION: MOUNTED ON A PEDESTAL
- 4 FINISH: TBD
- 5 LOCKS: STANDARD CAM LOCK, 3 KEYS
MASTER DOOR: PREPARED FOR USPS MASTER LOCK

- NOTES:
1. THIS UNIT IS APPROVED FOR USPS AND PRIVATE APPLICATIONS.
 2. PEDESTAL SHOULD BE INSTALLED WITH INCLUDED RUBBER PAD; MOUNTING HARDWARE NOT INCLUDED, REFER TO INSTALLATION MANUAL FOR RECOMMENDATIONS.



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PRODUCT TYPE: SALSBURY CLUSTER BOX UNITS- TYPE III
- 2 MODEL: 3316
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- 1 MTB500 SERIES
- 2 MANUFACTURER: MAGLIN SITE FURNITURE, WWW.MAGLIN.COM
- 3 MODEL: MTB500-B1 OR APPROVED EQUAL
- 4 INSTALL PER MANUFACTURERS RECOMMENDATIONS.
- 5 MATERIAL AND COLOR: BRONZE 14
- 6 BASE TYPE: B3

7 MAIL KIOSK - 16 CBU

SCALE: 1/2" = 1'-0"

8 MAIL KIOSK - 13 CBU

SCALE: 1/2" = 1'-0"

9 REMOVEABLE BOLLARD

SCALE: NTS

OWNER:



RAINTREE INVESTMENT CORPORATION
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CENTENNIAL, CO 80112
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CONTACT: JERRY B. RICHMOND III

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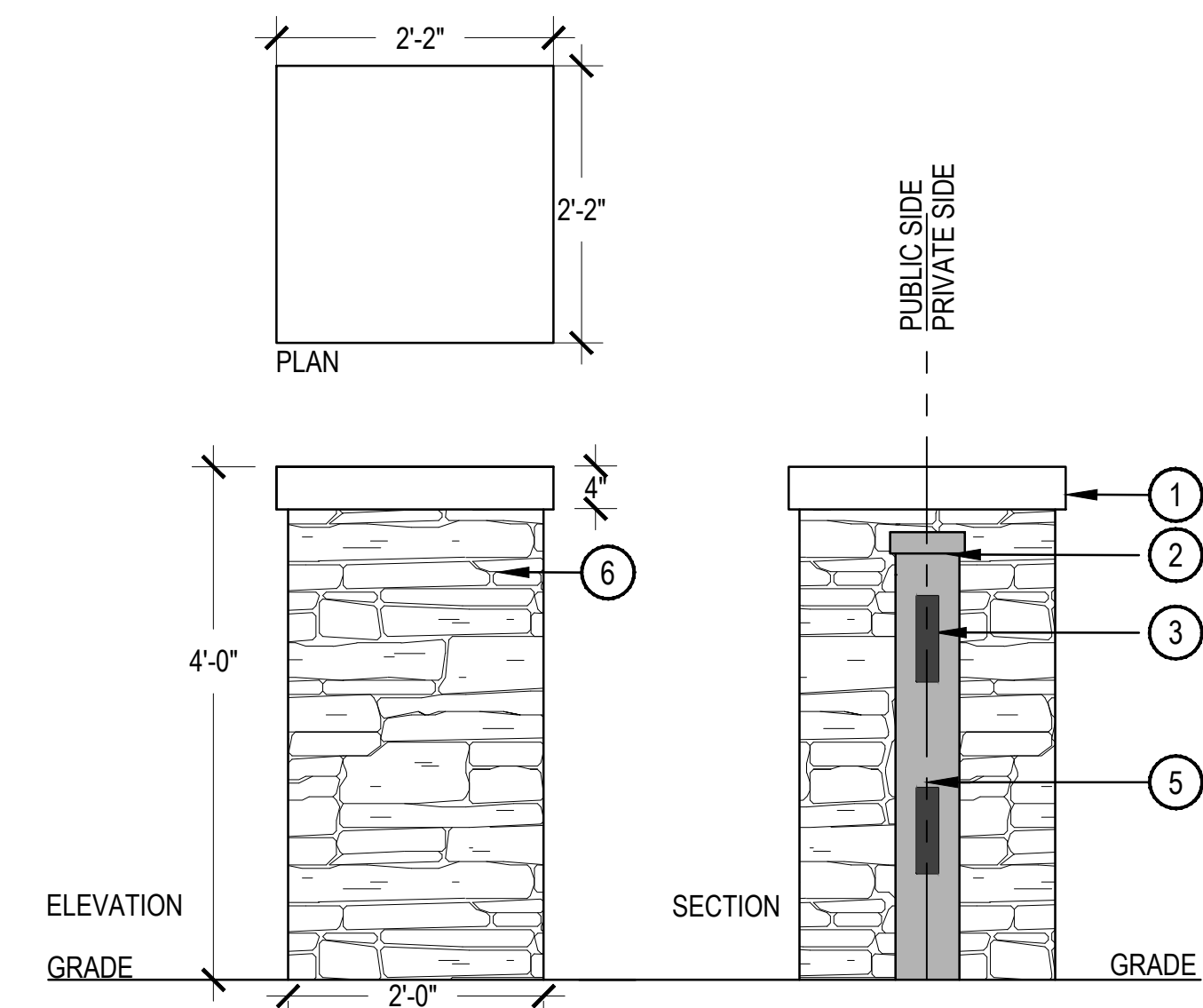
JULY 2, 2018
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SHEET TITLE:
LANDSCAPE
DETAILS

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

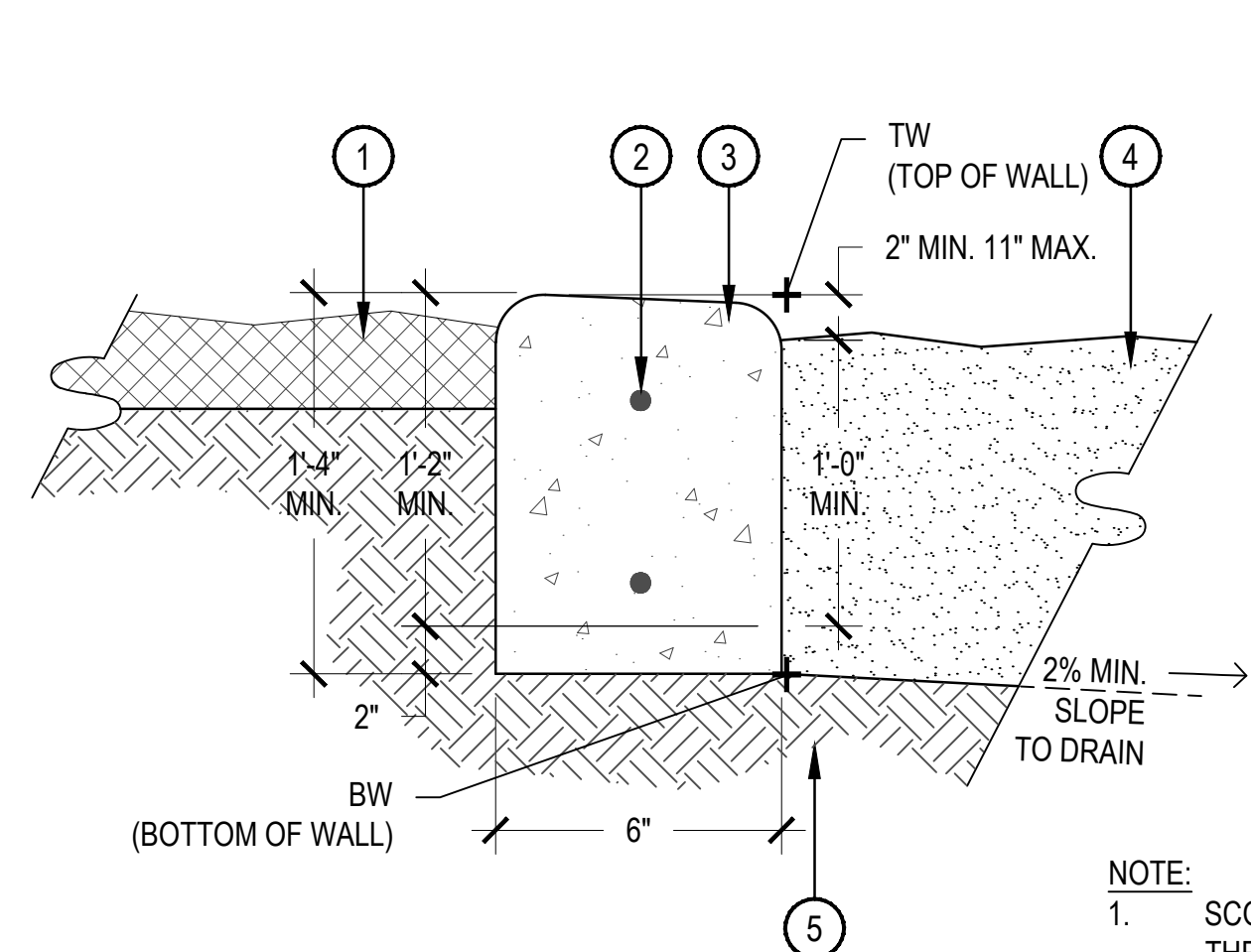
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PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



1 STONE COLUMN FOR 2-RAIL VINYL FENCE

SCALE: 3/4" = 1'-0"

- 1 STONE VENEER COLUMN WITH PRECAST CONCRETE CAP STONE
- 2 6"x6" VINYL POST WITH
- 3 2"x 4" VINYL RAIL
- 4 OPTIONAL WIRE MESH
- 5 WIRE MESH TO BE INSTALLED BETWEEN THE POST AND RAIL ON PRIVATE SIDE BY DEVELOPER
- 6 STONE VENEER:

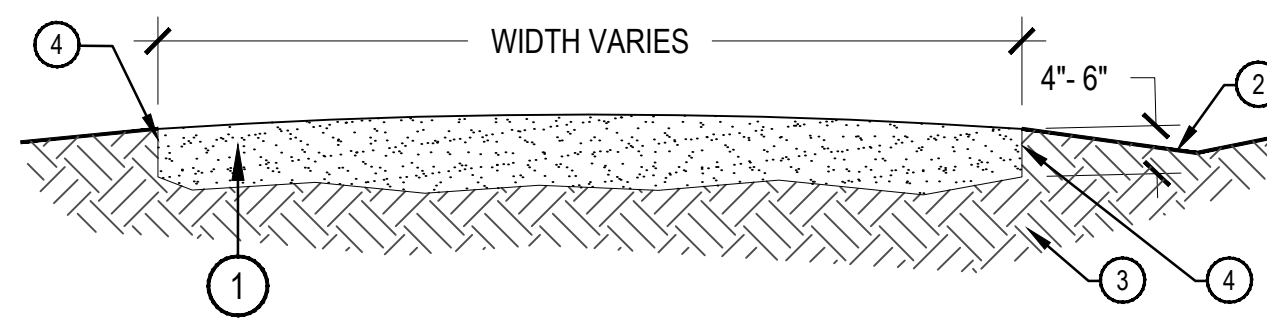


4 CONCRETE CURB

SCALE: 1-1/2" = 1'-0"

- 1 SHRUB BED OR SOD, RE: PLAN
- 2 (2) #4 REBAR 24" O.C.
- 3 CONCRETE CURB - 2" RADIUS ON ALL EXPOSED EDGES - SLOPE TOP 1/4" PER FOOT TOWARD PLAYGROUND
- 4 CRUSHER FINES, RE: PLAN.
- 5 COMPACTED SUBGRADE PER GEOTECHNICAL REPORT

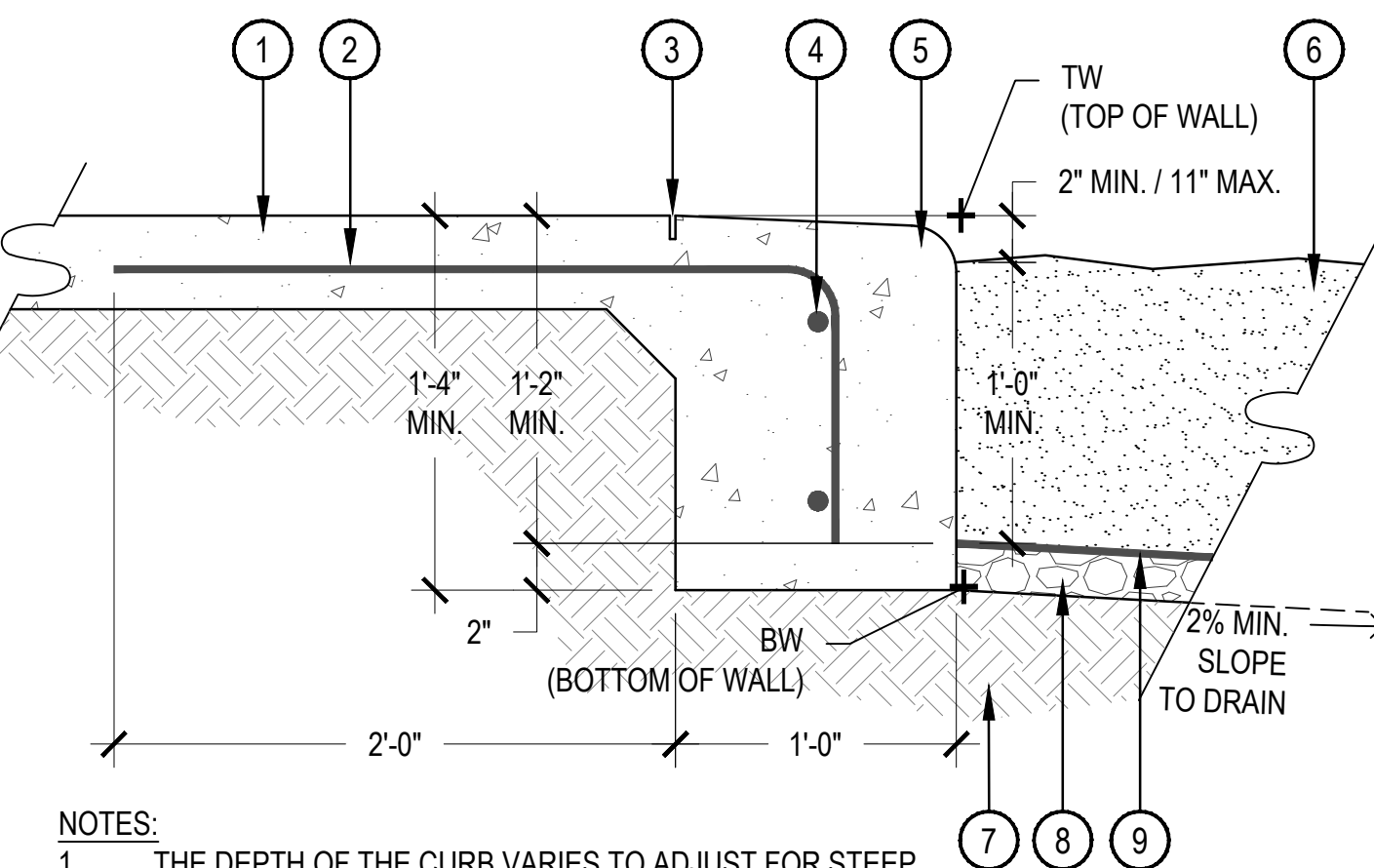
NOTE:
1. SCORE JOINTS SHALL BE SPACED 5' O.C. AND RUN THROUGH TOP AND SIDES OF CURB



2 CRUSHER FINES

SCALE: 3/4" = 1'-0"

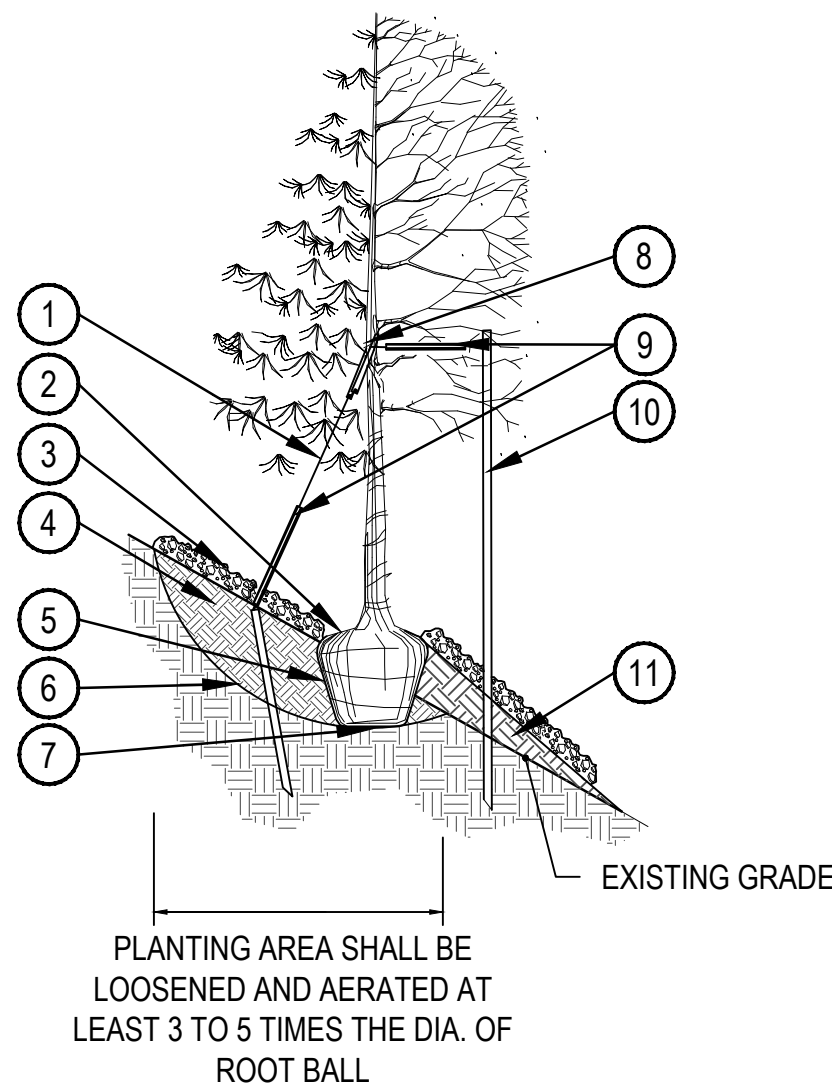
- 1 COMPACTED CRUSHER FINES, GREY
 - 2 SLOPE ADJACENT GRADE AWAY
 - 3 COMPACTED SUBGRADE
 - 4 SPADE CUT 4"-6" DEEP TRENCH OR 4" THICK STEEL METAL EDGER, REFER TO PLANS FOR LOCATIONS
- NOTES:
1. COMPACT WET FOR BEST RESULTS.
2. USE A SMALL (4') RIDING ROLLER TO COMPACT
3. CROWN TRAIL IN FLAT AREAS (AS SHOWN).
4. CROSS-SLOPE TRAIL AT 1-2% WITH GRADE WHERE TOPOGRAPHY DICTATES.
5. REFERENCE PLANS FOR WIDTH



5 MONOLITHIC PLAYGROUND CURB

SCALE: 1-1/2" = 1'-0"

- NOTES:
1. THE DEPTH OF THE CURB VARIES TO ADJUST FOR STEEP GRADES ADJACENT TO THE PLAYGROUND PITS. IN NO CASE SHALL THE GRADE WITHIN THE PLAYGROUND PITS BE GREATER THAN 2.5%- REFER TO LAYOUT PLAN
2. SCORE JOINTS ON THE WALKS PERPENDICULAR TO THE CURB SHALL EXTEND THROUGH THE ENTIRE DEPTH OF THE CURB



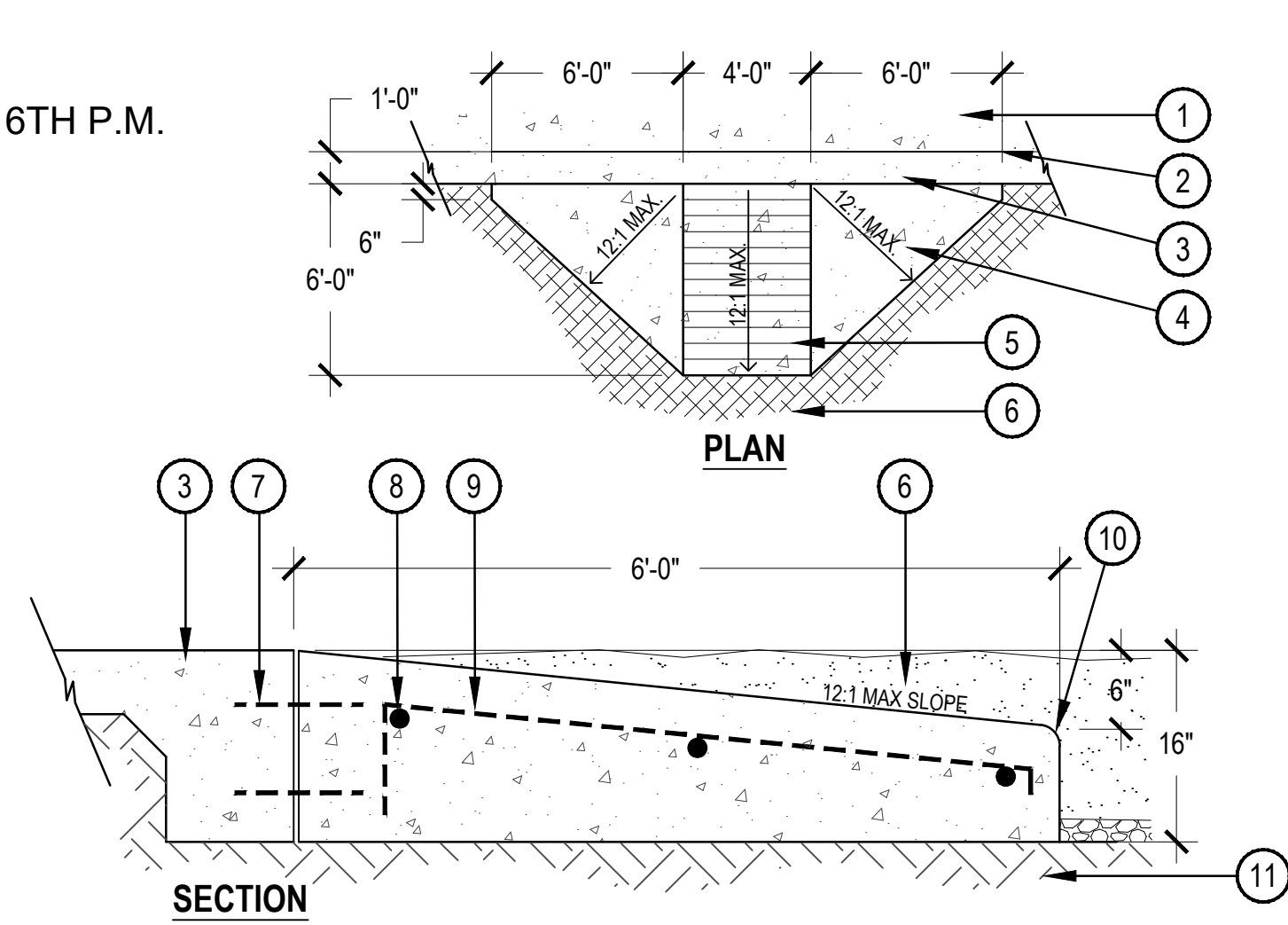
7 TREE PLANTING ON SLOPE

SCALE: 1/4" = 1'-0"

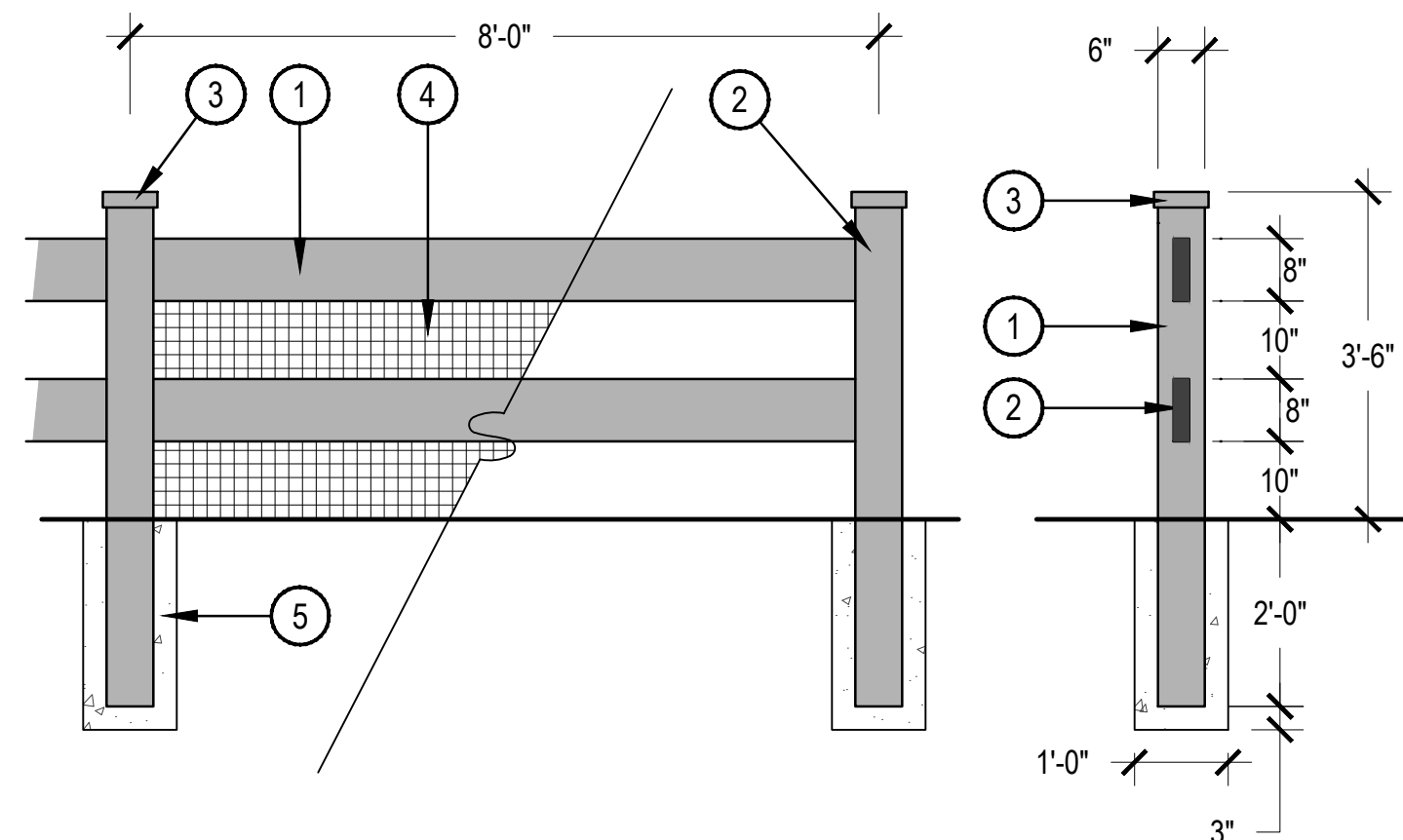
- 1 USE GUY ASSEMBLIES FOR EVERGREENS AND TREES OVER 3" CAL. ALL WIRE TO BE 12 GAUGE GALVANIZED
- 2 TOP MOST ROOT IN ROOTBALL: ABOVE EXISTING GRADE, UPHILL SIDE
- 3 2-4" OF ORGANIC MULCH APPLIED OVER PLANTING AREA AND AWAY FROM THE TRUNK
- 4 BACKFILL WITH UNAMENDED TOPSOIL FROM HOLE
- 5 BURLAP, ROPE, AND WIRE REMOVED FROM TOP 1/2 OF ROOT BALL AT MINIMUM
- 6 SLOPE SIDED HOLE IS 3 TIMES AS WIDE AS THE ROOTBALL DIA.
- 7 ROOTBALL SITTING DIRECTLY ON TOP OF UNDISTURBED SOIL
- 8 ROOTBALL SITTING DIRECTLY ON TOP OF UNDISTURBED SOIL
- 9 24" x 3/4" P.V.C. MARKERS (TYPICAL) OVER WIRES
- 10 TREATED WOOD POST W/ GROMMETED NYLON STRAPS. USE 2 GUY WIRES
- 11 UNAMENDED TOPSOIL ADDED TO EXISTING GRADE ON DOWN HILL SIDE

3 PLAYGROUND RAMP

SCALE: 3/4" = 1'-0"



- 1 CONCRETE WALK
- 2 SCORE JOINT
- 3 MONOLITHIC CONCRETE CURB
- 4 CONCRETE RAMP
- 5 TOOLED SCORE JOINTS - 6" APART
- 6 ENGINEERED WOOD FIBER SAFETY SURFACE
- 7 (2) #4 DOWELS 18" O.C.
- 8 (3) #4 REBAR
- 9 #4 REBAR 18" O.C.
- 10 2" RADII ON ALL EXPOSED EDGES
- 11 COMPACTED SUBGRADE



6 2 RAIL FENCE

SCALE: 1/2" = 1'-0"

- 1 2"x8" VINYL RAIL
 - 2 6"x6" VINYL POST
 - 3 VINYL CAP
 - 4 OPTIONAL INTERIOR WIRE MESH. WIRE MESH TO BE 2"x4" WELDED GALVANIZED 14 GAUGE WIRE MESH PVC YARD GUARD - HEAVY DUTY COATED IN BLACK.
 - 5 CONCRETE FOOTING PER MANUFACTURER'S RECOMMENDATIONS
- NOTES:
1. ALL FENCING TO BE VINYL, TAN IN COLOR, "BUFF TECH".
2. CAPS FOR POSTS ARE TO BE EXTERNAL AND FLAT. WIRE MESH MAY BE ADDED TO INSIDE OF FENCE ONLY. DO NOT EXTEND BEYOND HEIGHT OF FENCE.
3. CONTRACTOR TO PROVIDE ENGINEERED DRAWINGS AS REQUIRED FOR PERMITTING

SUNMARKE FILING NO.1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

OWNER:

RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL (303) 287-8195
CONTACT: JERRY B. RICHMOND III

ENGINEER:

HARRIS KOCHER SMITH
DENVER • DALLAS/FORT WORTH
1120 LINCOLN ST. SUITE 1000
DENVER, CO 80203
P: 303.623.6300
F: 303.623.6311

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Know what's below.
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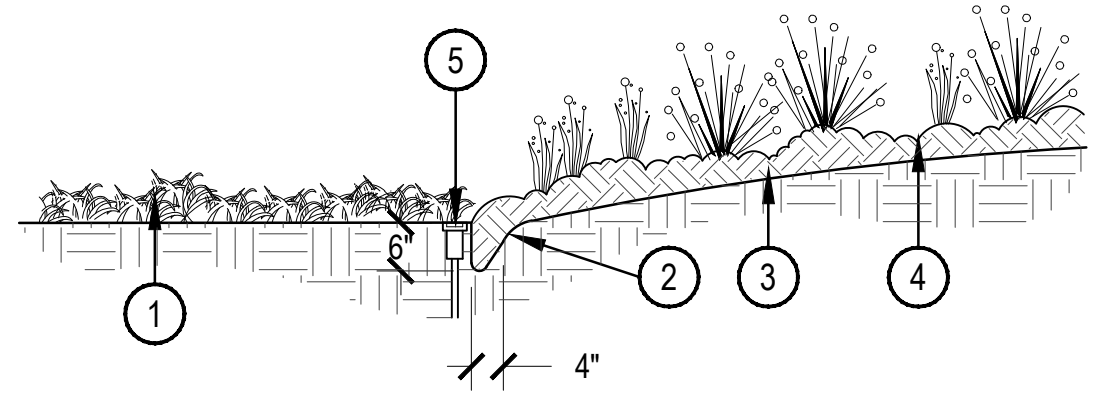
DATE:
JULY 2, 2018
NOVEMBER 8, 2018
FEBRUARY 1, 2019
MARCH 12, 2019
APRIL 01, 2019 REV

SHEET TITLE:
LANDSCAPE
DETAILS

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

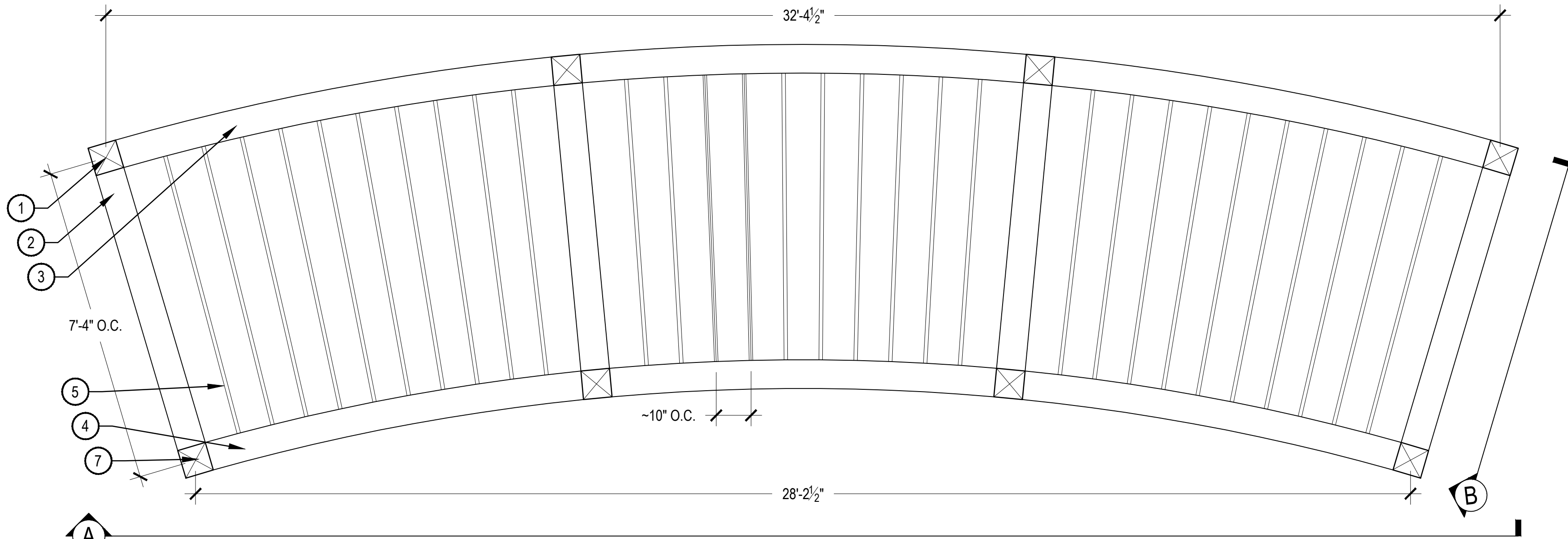


- 1 TYPICALLY IRRIGATED TURFGRASS OR DRYLAND SEED
- 2 VERTICAL SPADE CUT EDGE FILLED WITH SPECIFIED MULCH, TAPER EDGE OF BED SO MULCH IS DEEPER AGAINST SPADED EDGE.
- 3 SPECIFIED DEPTH OF MULCH (TYPICALLY WOOD MULCH 3"-4" DEEP)
- 4 PLANTING BED
- 5 IRRIGATION HEADS SHOULD BE LOCATED ADJACENT TO MULCH BEDS, OFFSET HEAD INTO GRASS AREA TO ENSURE STABLE SUPPORT.

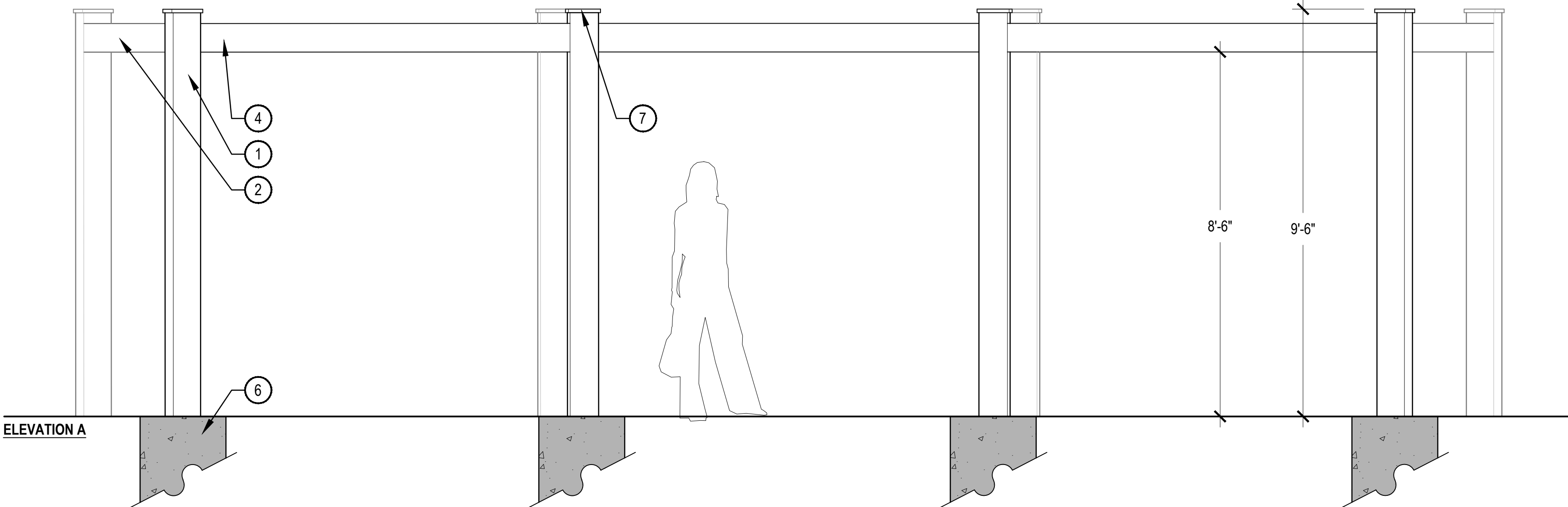
NOTE:
1. IF IRRIGATION HEAD IS LOCATED ADJACENT TO MULCH BEDS, OFFSET HEAD INTO GRASS AREA TO ENSURE STABLE SUPPORT.

1 SPADE CUT EDGE

SCALE: 1/2" = 1'-0"

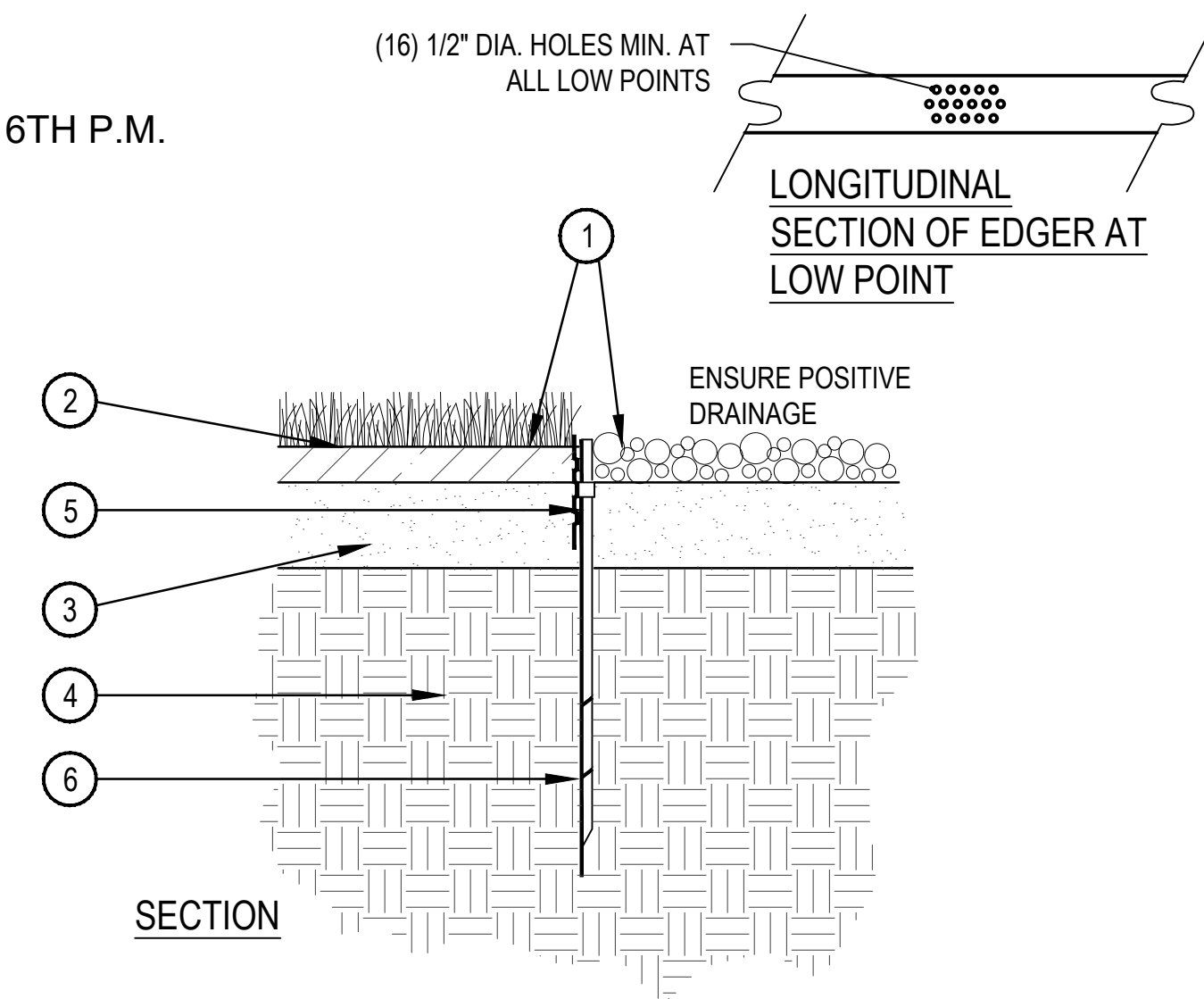


PLAN



ELEVATION A

3 SHADE STRUCTURE



SECTION

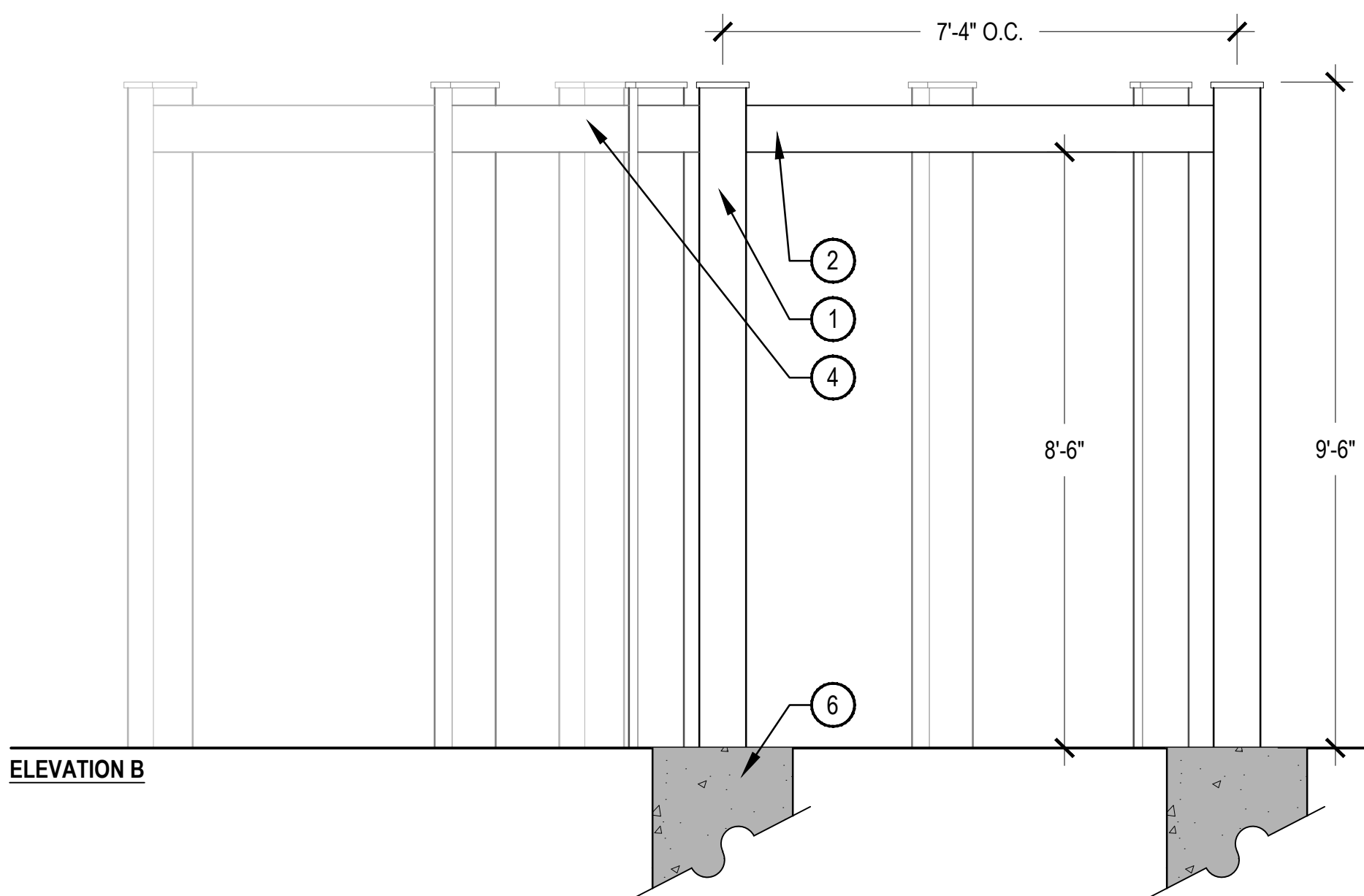
2 STEEL EDGER

SCALE: 1" = 1'-0"

NOTES:

- 1. CUSTOM STRUCTURE BY POLIGON OR APPROVED EQUAL. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- 2. DETAIL DRAWN FOR DESIGN INTENT ONLY.
- 3. CONTRACTOR TO SUBMIT SHOP DRAWINGS INCLUDING STRUCTURAL ENGINEERING FOR APPROVAL PRIOR TO CONSTRUCTION.
- 4. CONTRACTOR TO SUBMIT COLOR SAMPLES OF ALL FINISHES/MATERIALS FOR APPROVAL PRIOR TO FINALIZING ORDER.

- 1 8" x 8" x 9'-6" POWDER COATED STEEL POST (8), COLOR: COASTAL KHAKI
- 2 8" x 8" x 6'-8" POWDER COATED STEEL BEAM (4), COLOR: COASTAL KHAKI
- 3 8" x 8" x 10'-3" POWDER COATED STEEL CURVED CROSSBEAM (3), COLOR: COASTAL KHAKI
- 4 8" x 8" x 8'-11" POWDER COATED STEEL CURVED CROSSBEAM (3), COLOR: COASTAL KHAKI
- 5 1" x 8" x 6'-8" POWDER COATED STEEL TRELLIS RAFTER (30), COLOR: PATRICIAN BRONZE
- 6 FOOTER, RE: TRELLIS AND SHELTER FOOTING DETAIL, 3/L-3.2
- 7 POST CAP



ELEVATION B

SCALE: 1/2" = 1'-0"

SUNMARKE FILING NO.1

TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL (303) 287-8195
CONTACT: JERRY B. RICHMOND III



1120 LINCOLN ST. SUITE 1000
DENVER, CO 80203
P: 303.623.6300
F: 303.623.6311

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NOVEMBER 8, 2018
FEBRUARY 1, 2019
MARCH 12, 2019
APRIL 01, 2019 REV

SHEET TITLE:
LANDSCAPE
DETAILS

L.21

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

SUNMARKE FILING NO. 1

LANDSCAPE PLAN

SITUATED IN THE NE 1/4 AND THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS



- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
 2. CONTRACTOR TO REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.



- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
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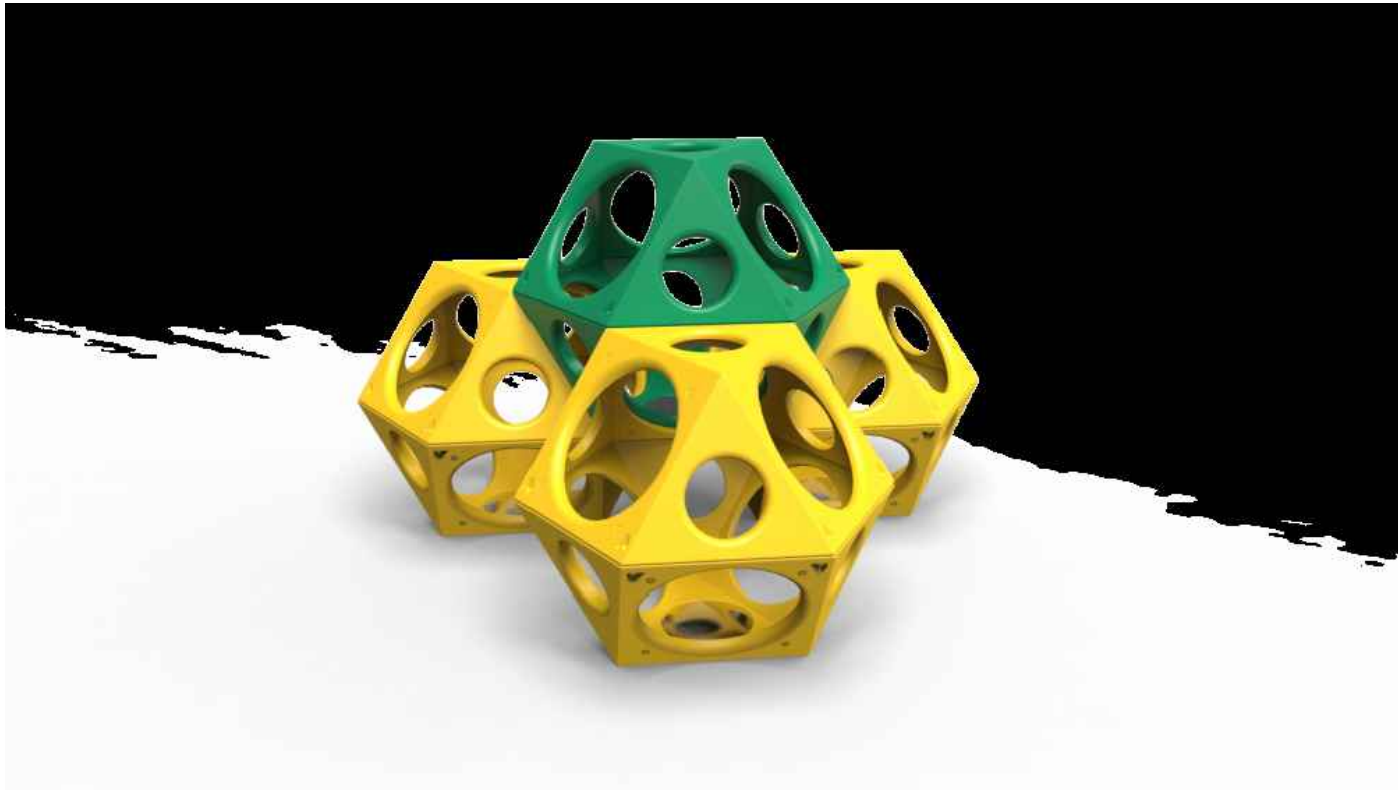


- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
 2. CONTRACTOR TO REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.

- 1 MODEL NAME: FUN CENTER DESIGN #6
- 2 PRODUCT NUMBER: FC02-710 OR APPROVED EQUAL
- 3 SPACE REQUIRED: 10'-1" X 25'-5"
- 4 AGES: 2-5
- 5 MANUFACTURER: PLAYWORLD
- 6 INSTALL PER MANUFACTURES RECOMMENDATIONS

1 CHALLENGERS

SCALE: NTS



- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
 2. CONTRACTOR TO REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.

2 BALANCE BEAM - CURVED

SCALE: NTS



- 1 MODEL NAME: BUTTON LOOP
- 2 PRODUCT NUMBER: FC02-710 OR APPROVED EQUAL
- 3 SPACE REQUIRED: 18'-5" X 18'-11"
- 4 AGES: 2-12
- 5 MANUFACTURER: PLAYWORLD
- 6 INSTALL PER MANUFACTURES RECOMMENDATIONS

- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
 2. CONTRACTOR TO REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.

5 BUTTON LOOP

SCALE: NTS

4 PLAY CUBES 4.0

SCALE: NTS

3 FUN CENTER

SCALE: NTS



- 1 MODEL NAME: HOME DOME
- 2 PRODUCT NUMBER: ZZXX0365 OR APPROVED EQUAL
- 3 SPACE REQUIRED: 22' - 2" X 21' 10"
- 4 AGES: 2-5
- 5 MANUFACTURER: PLAYWORLD
- 6 INSTALL PER MANUFACTURES RECOMMENDATIONS

- NOTES:
1. THIS DETAIL IS SHOWN FOR REFERENCE ONLY TO ENSURE THAT CODE REQUIREMENTS ARE MET.
 2. CONTRACTOR TO REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.

6 HOME DOME

SCALE: NTS

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.

OWNER:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL: (303) 287-8195
CONTACT: JERRY B. RICHMOND III

ENGINEER:



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SHEET TITLE:
LANDSCAPE
DETAILS

LANDSCAPE PLAN

PLANNING AREA 11, 60.49 ACRES, 209 RESIDENTIAL LOTS AND 11 TRACTS

SUNMARKE FILING NO.1

SUNIMARK
TOWN OF PARKER
DOUGLAS COUNTY
STATE OF COLORADO

OWNER:



RAINTREE INVESTMENT CORPORATION
7200 S. ALTON WAY STE C-400
CENTENNIAL, CO 80112
TEL: (303) 267- 6195
CONTACT: JERRY B. RICHMOND III

ENGINEER



HKS HARRIS
KOCHER
SMITH
DENVER • DALLAS/FORT WORTH

1120 LINCOLN ST. SUITE 1000
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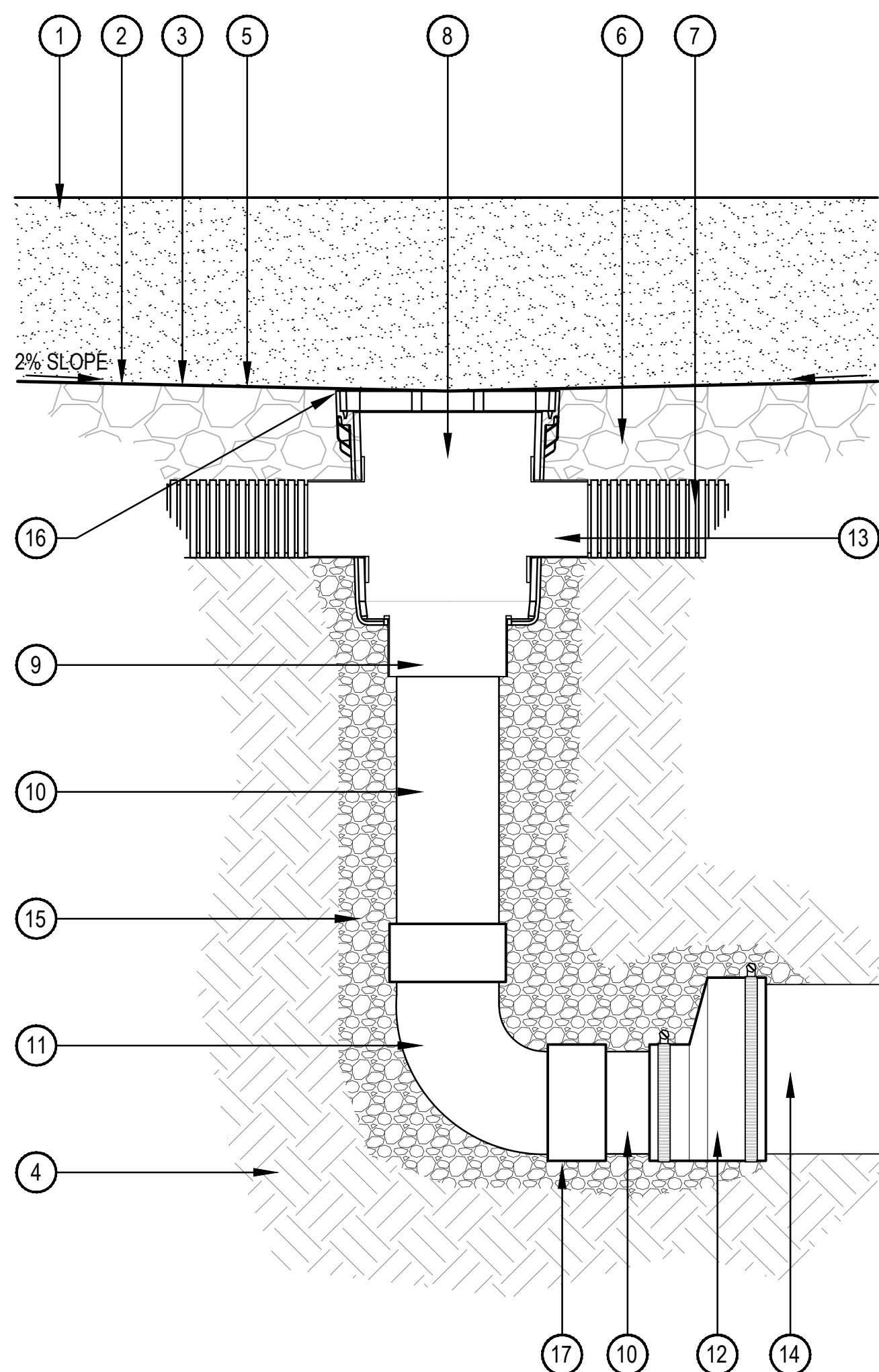
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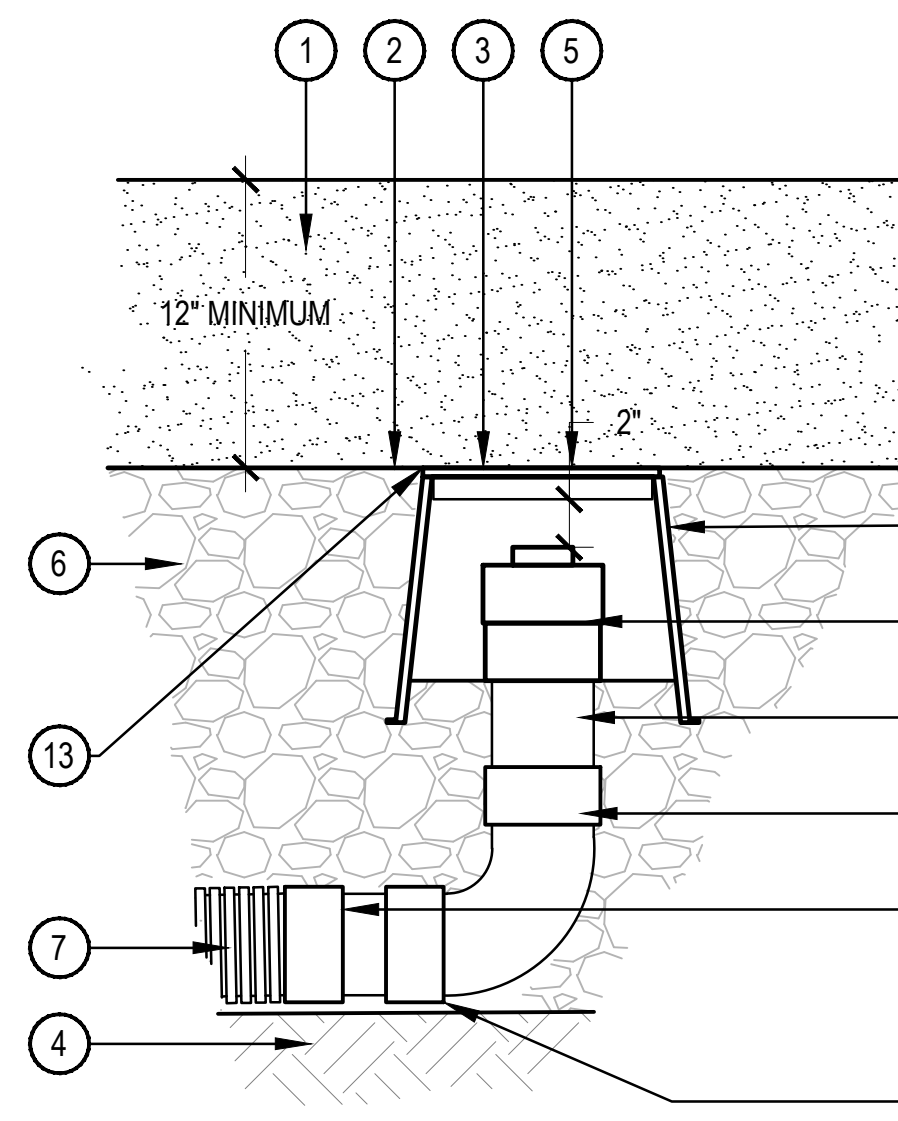
L.23



- ① ENGINEERED WOOD FIBER SAFETY SURFACE
- ② SLOPE SUBGRADE A MINIMUM OF 2% TOWARDS SUBDRAIN
- ③ DRAINAGE MAT AS REQUIRED BY THE SAFETY SURFACE MANUFACTURER
- ④ SUBGRADE COMPACTED TO 95% STANDARD PROXY DENSITY
- ⑤ GEOTEXTILE FILTER FABRIC
- ⑥ FREE DRAINING AGGREGATED 3/4" GRAVEL TRENCH WRAPPED IN FILTER FABRIC
- ⑦ 4" ADS CORRUGATED PERFORATED DRAIN PIPE WITH DRAIN GUARD
- ⑧ NDS 12" X 12" CATCH BASIN SUMP BOX WITH KNOCKOUTS (MODEL 1225) WITH NDS 1210 SQUARE CATCH BASIN GRATE
- ⑨ 6" UNIVERSAL LOCKING OUTLET
- ⑩ 6" SDR 35 PIPE, LENGTH AS NEEDED TO ACHIEVE SPECIFIED ELEVATIONS
- ⑪ 6" PVC S X S 90 DEGREE ELBOW
- ⑫ FLEXIBLE ECCENTRIC COUPLING 6" TO 10", SECURED WITH STAINLESS STEEL WORM GEAR BAND CLAMPS
- ⑬ 3" & 4" UNIVERSAL LOCKING OUTLET
- ⑭ EXISTING 10" RCP AS SHOWN ON STORM DRAIN PLANS
- ⑮ BED ASSEMBLY IN CLEAN SQUEEGEE
- ⑯ TOP OF INLET ELEVATION (RIM)
- ⑰ BOTTOM OF ASSEMBLY ELEVATION (INV)

1 PLAYGROUND DRAIN

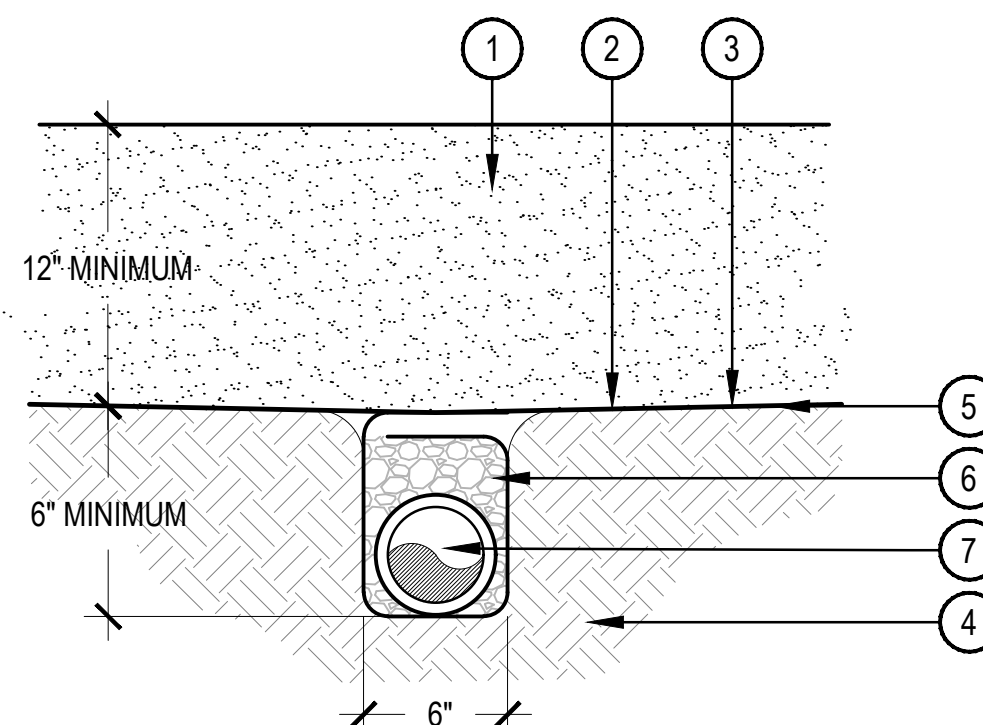
SCALE: 1 1/2" = 1'-0"



- ① ENGINEERED WOOD FIBER SAFETY SURFACE
- ② SLOPE SUBGRADE A MINIMUM OF 2% TOWARDS SUBDRAIN
- ③ DRAINAGE MAT AS REQUIRED BY THE SAFETY SURFACE MANUFACTURER
- ④ SUBGRADE COMPACTED TO 95% STANDARD PROXY DENSITY
- ⑤ GEOTEXTILE FILTER FABRIC
- ⑥ FREE DRAINING AGGREGATED 3/4" GRAVEL TRENCH WRAPPED IN FILTER FABRIC
- ⑦ 4" ADS CORRUGATED PERFORATED DRAIN PIPE
- ⑧ CARSON 10" ROUND VALVE BOX (910) WITH A MINIMUM OF 12" OF SAFETY SURFACE OVER THE LID
- ⑨ 4" PVC CLEANOUT ADAPTER AND PLUG. MAINTAIN 2" CLEARANCE BETWEEN CLEAN OUT PLUG AND BOTTOM OF VALVE BOX LID
- ⑩ 4" SDR 35 PIPE, LENGTH AS NEEDED TO ACHIEVE SPECIFIED ELEVATIONS
- ⑪ 4" NYLOPLAST ELBOW
- ⑫ PVC TO CORRUGATED ADS PIPE ADAPTER
- ⑬ TOP OF CLEANOUT VALVE BOX ELEVATION (RIM)
- ⑭ BOTTOM OF CLEANOUT ELEVATION (INVERT)

2 PLAYGROUND DRAIN CLEANOUT

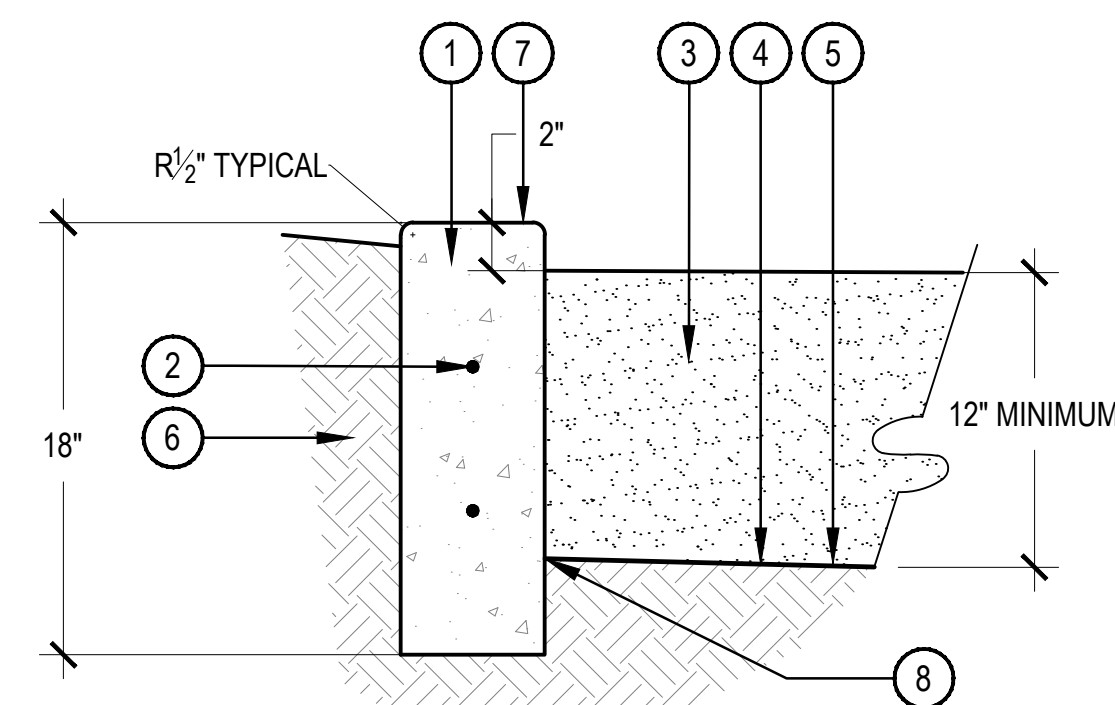
SCALE: 1 1/2" = 1'-0"



- ① ENGINEERED WOOD FIBER SAFETY SURFACE
- ② SLOPE SUBGRADE A MINIMUM OF 2% TOWARDS SUBDRAIN
- ③ DRAINAGE MAT AS REQUIRED BY THE SAFETY SURFACE MANUFACTURER
- ④ SUBGRADE COMPACTED TO 95% STANDARD PROXY DENSITY
- ⑤ GEOTEXTILE FILTER FABRIC OVERLAPPED ON ITSELF AROUND ENTIRE TRENCH. MIRAFI 140N FABRIC OR EQUAL
- ⑥ FREE DRAINING AGGREGATED 3/4" GRAVEL TRENCH WITHOUT FINES
- ⑦ 4" ADS CORRUGATED PERFORATED DRAIN PIPE WITH DRAIN GROUND

4 4" ADS CORRUGATED TRENCH DRAIN

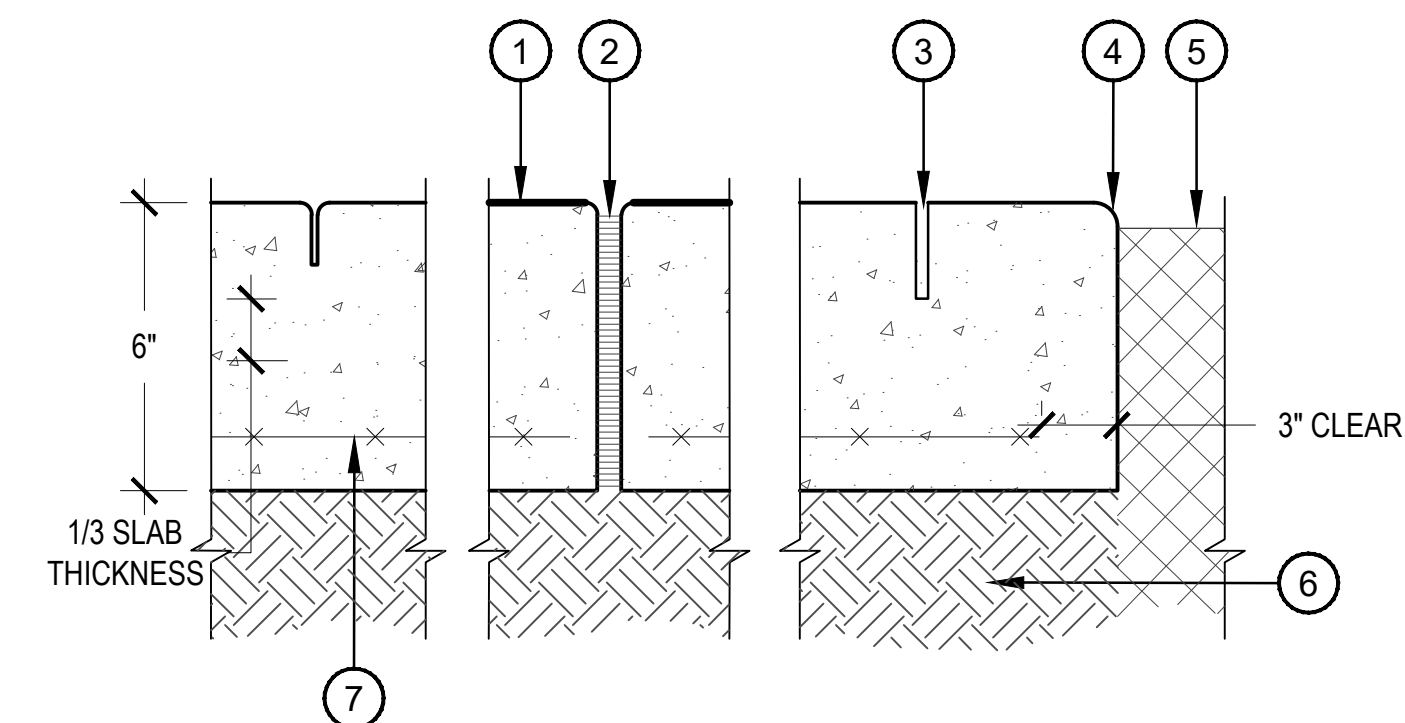
SCALE: 1 1/2" = 1'-0"



- ① ENGINEERED WOOD FIBER SAFETY SURFACE
- ② SLOPE SUBGRADE A MINIMUM OF 2% TOWARDS THE SUBDRAIN
- ③ DRAINAGE MAT AS REQUIRED BY THE SAFETY SURFACE MANUFACTURER
- ④ SUBGRADE COMPACTED TO 95% STANDARD PROXY DENSITY
- ⑤ CONCRETE CURB, 6" x 18" STANDARD GREY COLOR
- ⑥ TWO #4 REBAR CONTINUOUS OVERLAP 12" AT SPLICES
- ⑦ TOP OF CURB ELEVATION (TC)
- ⑧ SUBGRADE ELEVATION (SG)

3 PLAYGROUND CURB

SCALE: 1 1/2" = 1'-0"



- ① CONCRETE PAVING FINISH AS NOTED ON HARDSCAPE PLANS
- ② FIBER EXPANSION JOINT W/ TRAFFIC SEALANT
- ③ SAW CUT JOINT, 1/8" x 2" DEPTH. DRY CUT JOINT TO AVOID SPALLING. JOINTS SHALL BE CUT BETWEEN 24-48 HOURS OF INSTALLATION - MATCH EXISTING JOINT CONDITION ON SWIM CLUB SITE
- ④ 1/4" RADIUS TOOL EDGE
- ⑤ FINISHED GRADE OF LANDSCAPE AREA. BACKFILL AFTER FORM REMOVAL.
- ⑥ COMPACTED SUBGRADE, 95% STANDARD PROCTOR DENSITY - SEE PAGE 6 OF SOILS REPORT "FILL & BACKFILL FOR FURTHER INFORMATION
- ⑦ 6"x6" WWM STANDARD 2" BURY MIN.

5 10' CONCRETE TRAIL (OAK GULCH TRAIL)

SCALE: 3" = 1'-0"

CHECKED BY: JB, JN
DRAWN BY: MD, CK, JS, SC

CASE NO.



August 9, 2018

Paul Workman
Town of Parker
Community Development Department
Town Hall
20120 East Mainstreet
Parker, CO 80138

**RE: Anthology Rezoning Z18-018, Anthology Filing No. 1 Sketch Plan SUB18-030,
Anthology Filing No. 1 Preliminary Plan SUB18-034**

Dear Mr. Workman;

On behalf of Douglas County School District (DCSD), we have a couple comments regarding these applications that we would like to resolve prior to approval.

The proposed sketch plan and preliminary plan propose 209 residential lots on 36.73- acres are estimated to generate a total of 157 students including 82 elementary students, 25 middle school students and 50 high school students. These students will generate a total school land dedication requirement of 3.72 – acres, of which 1.47-acres is attributed to the elementary school requirement. The sketch/preliminary plan does not include a school site.

This application is a portion of the Hess Ranch Planned Development. DCSD has calculated the amount of school site land requirement for students generated by Hess PD, 1st Amendment and Anthology North PD. The reason for this is that the two developments share school sites. Land dedication for the two planned developments total 49.68-acres for elementary schools and 69.31-acres for secondary schools. The Hess PD 1st Amendment and Anthology North PD together result in the total school land requirements for four 12-acre elementary school sites and one 75-acre joint middle/high school site, of which DCSD requested two 12-acre elementary school sites to be located in the Anthology North PD. However, the approved annexation agreement includes a requirement for dedication of two separate parcels described as Planning Areas 19 and 37 totaling a minimum of 22.02 grows acres for school sites.

The Anthology North PD plan includes one 75-acre middle school/high school campus. This campus is intended to meet the needs of this preliminary plan and other future development in the area. In addition, an 18-acre school site within the Arlington PD is being utilized by the Stone Canyon PD, Pinery West, and Arlington PD to meet the collective school site land dedication requirement. A total of 1.48-acres of land associated with that site is available for use by Hess PD.

With a commitment to dedicate 10.753-acres for elementary school land within the Trails at Crowfoot subdivision, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess PD, DCSD requests cash-in-lieu for the additional 3.247- acres requested beyond the 20-acres to be provided.

Pursuant to Section 13.07.140 (d), (6), (c) of the Parker Development Code, "a cash-in-lieu fee shall be equivalent to the full market value of the acreage required for school land dedication. Value shall be based on anticipated market value after completion of platting and construction of public improvements. The applicant shall submit a proposal for the cash-in-lieu-fee and supply the information necessary for the Town Council to evaluate the adequacy of the proposal. This information shall include at least one (1) appraisal of the property by a qualified appraiser." DCSD would like a complimentary copy of the appraisal prepared. We would ask that the fee be paid at the time of final plat.

Additionally, with Anthology North PD, DCSD asked for a voluntary mid-range contribution of \$1952 per residential unit towards the Capital Mitigation component. It is our understanding that the Town of Parker determined that the annexation agreement could not add new exactions. New schools will be needed to serve this area.

We would like to have confirmation of concurrence with these commitments for the application to move forward. Once we receive that confirmation, DCSD supports this application for approval. Thank you for your support of our mutual constituents!

Sincerely,

SCO Consulting, LLC

A handwritten signature in black ink, appearing to read "Steve Ormiston", is placed over a light gray rectangular background.

Steve Ormiston
Consultant to DCSD

Aztec to review site boundaries with final plat

SUB18-030

Type (Asc) ▼

GO

Good morning Susanna;

I'm sorry I was out the office on Friday.

Thank you for the clarification on the proposed grade. Please add the note to the CD's to maintain the proper clearance for IREA's existing feeder as stated in the markup. Please provide pothole information and vertical depths prior to any grading so that IREA can review the need to raise or lower the existing feeder.

IREA approves the project based on the above stipulations.

Respectfully

Brooks Kaufman
Intermountain Rural Electric Association
Lands and Rights of Way Director
5496 N. US Hwy 85



September 27, 2018

Paul Workman
Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

RE: Anthology Filing No. 1 Sketch Plan, Rezoning, & Prelim Plat / SUB18-030, Z18-018, SUB18-034
TCHD Case No. 5088, 5089, & 5092

Dear Mr. Workman,

On August 7, 2018, TCHD provided a comment letter on the proposed preliminary sketch plan, development plan, and rezoning for 209 residential lots of single family detached homes and paired homes located at the northwest corner of Motsenbocker Rd and French Creek Ave. One of the comments included referred to a historic landfill located within 1,000 feet from the subject property. After further consultation with Douglas County Government and the Colorado Department of Public Health and Environment, it was determined that the historic landfill has been removed and the risk for flammable gas is no longer a concern at this property.

Please update the case record to include this communication. We appreciate your patience as TCHD gathered this information. Please feel free to contact me at (720) 200-1571 or slynch@tchd.org if you have any questions on TCHD's comments.

Sincerely,

A handwritten signature in black ink that reads "Sheila Lynch". The signature is fluid and cursive, with the first name "Sheila" being more prominent than the last name "Lynch".

Sheila Lynch
Land Use, Built Environment, and Health Program Manager

cc: Sheila Lynch, Keith Homersham, TCHD



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

April 1, 2019

Town of Parker Community Development Department
20120 E. Mainstreet
Parker, CO 80138

Attn: Paul Workman

**Re: SunMarke [fka Anthology] Filing No. 1 Sketch / Preliminary Plan and
PUD Amendment – 3rd referral, Case # SUB18-030**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk requests that the easements within the tracts along the rights-of-way are labeled.

PSCo reminds the property owner/developer/contractor that there is existing natural gas distribution facilities within the proposed project area, and to complete the **application process** for any new natural gas service or modification to existing facilities via FastApp-Fax-Email-USPS (go to:

https://www.xcelenergy.com/start_stop_transfer/installing_and_connecting_service/).

The Builder's Call Line is 1-800-628-2121.

Comment response requested.

Donna George
Right of Way and Permits
Public Service Company of Colorado / Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

March 27, 2019

Mr. Paul Workman
Town of Parker
20120 E Mainstreet
Parker, CO 80134

Re: Sunmarke Filing No. 1
SUB #18-034
4th Submittal
PWSD Project #18-074

Dear Mr. Workman:

Thank you for forwarding the referral request for the above-mentioned project. After a review of the documents submitted, the Parker Water & Sanitation District has the following comments:

- Submit an executed Standard Improvement Agreement with all required exhibits.
- A Letter of Credit or Cash in Lieu based on the approved Engineers Estimate must be submitted prior to plan approval.
- Submit all easements for verification and approval. Easements must be recorded prior to plan approval.
- A revised cost estimate will be required for this project based off of changes made to the utility plan.
- An irrigation worksheet must be completed and shown for EVERY irrigation tap (Sheet 35).
- Irrigation taps must be shown and called out on overall utility sheets.
- An invoice has been uploaded for Engineering Plan Review and Inspection Fees. This invoice will need to be paid prior to the next submittal.
- Please provide an excel spreadsheet listing all the address' within the filing.
- Please note that PWSD has listed multiple comments based on our specification for this review. Please note that it is the engineering firm's responsibility to ensure that all water and sanitary sewer plans conform to PWSD specifications. All comments must be addressed with a response letter during the next submittal.

Please let us know if you have any question on the above comments. We look forward to the final submittal on this project.

Sincerely,
Parker Water & Sanitation District



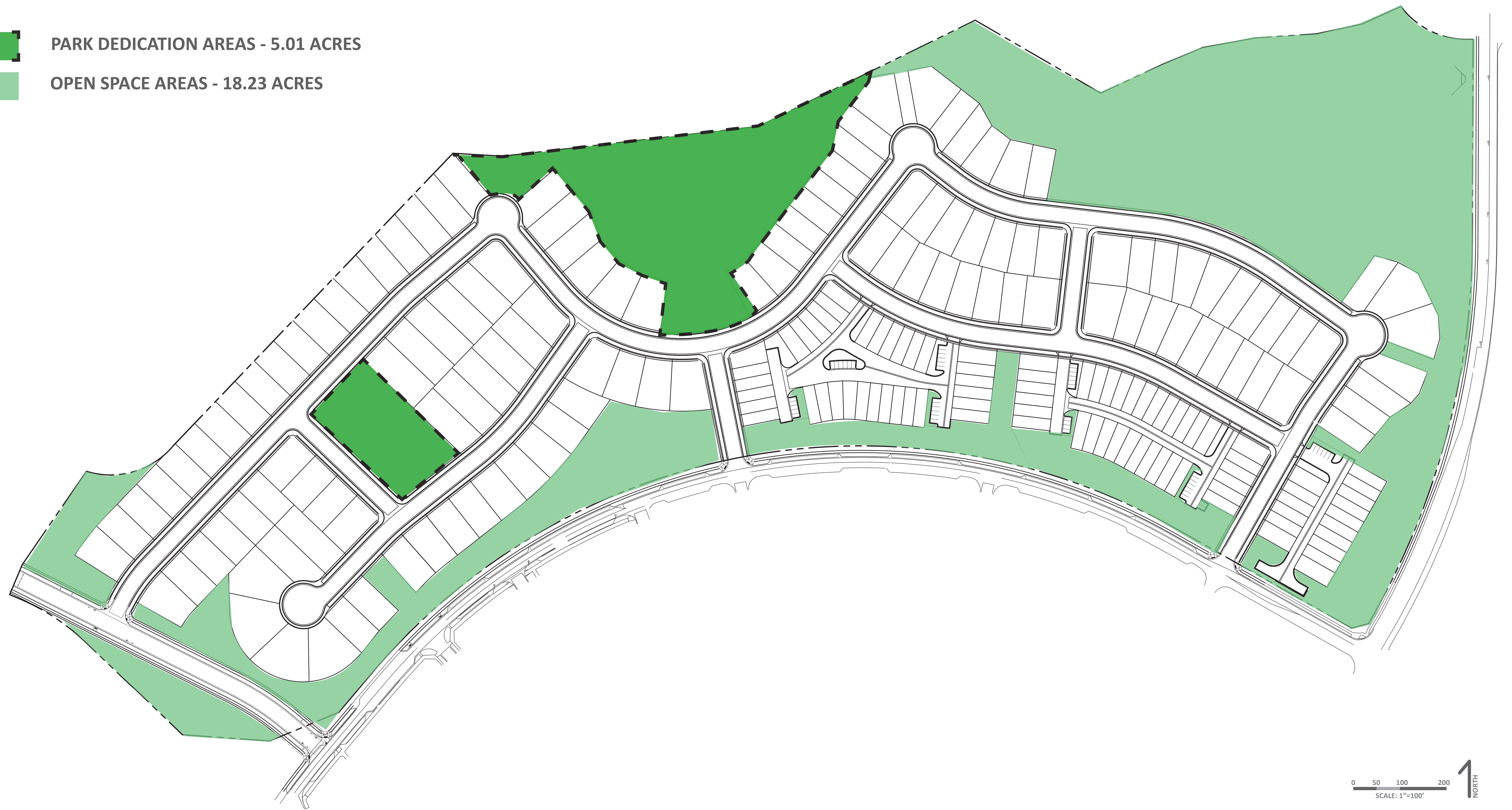
Abby Hildebrandt
Engineering Technician



PARK DEDICATION AREAS - 5.01 ACRES



OPEN SPACE AREAS - 18.23 ACRES



Sunmarke Filing 01

Park and Open Space Exhibit
February 1st 2019

Note: Documents meant to be printed at 24" X 36".


NORRIS DESIGN



Request for Town Council Action

Date: May 6, 2019

Submitted By: John Fussa, Community Development Director
Tom Williams, Director Eng/PW

Reviewed By: Michelle Kivela, Town Administrator

Title: **HESS RANCH**

EXECUTIVE SUMMARY

The Hess Ranch property is a 1,536 acre tract that is one of the last major development sites remaining in Parker. It is located in the southwest quadrant of Town south of Anthology North, west of Crowfoot Valley Road, east of Rueter-Hess Reservoir and north of unincorporated Douglas County. The developer, Front Range Communities (FRC) L.L.C., has indicated that they wish to begin the development of the site in 2019 on a phased basis.

FRC proposes to initiate the phased development process by a subdivision plat of Hess Ranch into two (2) segments. To do so, they have requested a partial waiver of certain subdivision regulations in the Land Development Ordinance (LDO) pursuant to Section 13.01.100 (Partial Waiver). The Partial Waiver would require the developer to satisfy all LDO requirements but provide a deferral of certain subdivision regulations for: (1) the initial plat to create two segments, and (2) future phases beyond Segment 1.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Front Range Communities (FRC), the owner of Hess Ranch, initiated the most recent discussions with Town staff about development of the property in early 2018. Initially, the discussions focused upon the request for phased development of the site, how this might be accomplished under the LDO and whether the Town would support such an approach.

Staff reviewed the request for a phased approach over several months, consulted with the Town Council and identified potential issues to be addressed. In the fall of 2018, staff concluded that a phased approach to the Hess Ranch development had merit, recommended that Town Council consider supporting the approach and received direction from Council to proceed with a Partial Waiver of the LDO to permit the requested phasing.

The authority for a Partial Waiver of the LDO is found at Section 13.01.100 which provides that the Town Council may waive provisions of the Code “for the purpose of encouraging flexibility and variety in land development.” It is important to note that the requested Partial Waiver is not a waiver of the subdivision regulations but instead allows FRC a delay in the time required to satisfy them. FRC is still required to address all planning, design and technical requirements for development to the Town's satisfaction should the Town Council approve the Partial Waiver.

Conceptually, FRC would file an application for a Sketch and Preliminary Plan (the “Initial Subdivision Plan”) for the entire property. The purpose of this application would be to approve the Plan that would ultimately provide for the subdivision of the large property into two (2) smaller segments as shown on the attached Hess Ranch Segment Exhibit. The Town Council, by resolution, would address compliance with the subdivision regulations for the initial Sketch and Preliminary Plan as follows:

1. **Segment 1:** The future residential development located east of Hess Ranch Boulevard, south of Stroh Road and west of Crowfoot Valley Road. The developer is required to comply with all subdivision regulations early because this is the first phase of development.
2. **Segment 2:** The balance of the property located west of Segment 1 including the rest of Chambers Road, four (4) MU Mixed-Use Planning Areas at the intersection of Chambers and Stroh Roads and substantial parks, open space and trails. The developer would be permitted to defer compliance with subdivision regulations because this is a future phase of development.
3. **Additional Segments:** The developer will also have the right to structure Segment 2 with an additional phase(s) by creating a Segment 2A and Segment 2B. This is intended to address the large size of Segment 2, respond to market conditions and provide for stand-alone phases that are manageable from a feasibility, planning/design and market perspective.

Staff has negotiated multiple terms and conditions with the Partial Waiver that improve the future Hess Ranch development and protect the Town in response to the request for a phased approach to the development of the property. They must be performed as described in the Partial Waiver Resolution and include the following:

1. Design and construct Chambers Road, Stroh Road and Hess Ranch Boulevard from the common boundary with Anthology North through the site as required by the Annexation Agreement and Development Plan;
2. Work with the Town to design, fund and construct regional drainage improvements in Lemon Gulch and its tributaries using a dendritic design approach;
3. Preparation of a parks, trails, open space and recreation master plan for the entire Hess Ranch property to Town approval;
4. Zone and develop a minimum of one third (1/3) of the developable land area included in the MU Mixed-Use Planning Areas 3, 4, 12 and 14 for commercial use; provided that the Town allows a proportional residential yield transfer for that portion of the approved residential yield of 364 dwelling units in Planning Areas 3, 4, 12 and 14 that is unavailable due to commercial

development;

5. Use best efforts to cooperate with the Town and Douglas County School District RE-1 to convey Planning Area 19 to the Town at the time of the final plat; and

6. Agree to inclusion of the Hess Ranch property into the Regional Transportation District (RTD) at the time of the first final plat, subject to RTD approval.

The Hess Ranch developer has submitted land use applications for the first phase of development within Segment 1 and would like to proceed to public hearing and approval as soon as possible subject to Town Council approval of the Partial Waiver.

FINANCIAL IMPACT

None. The property owner is required to meet all financial obligations of the Annexation Agreement with regard to public improvements as development progresses.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY



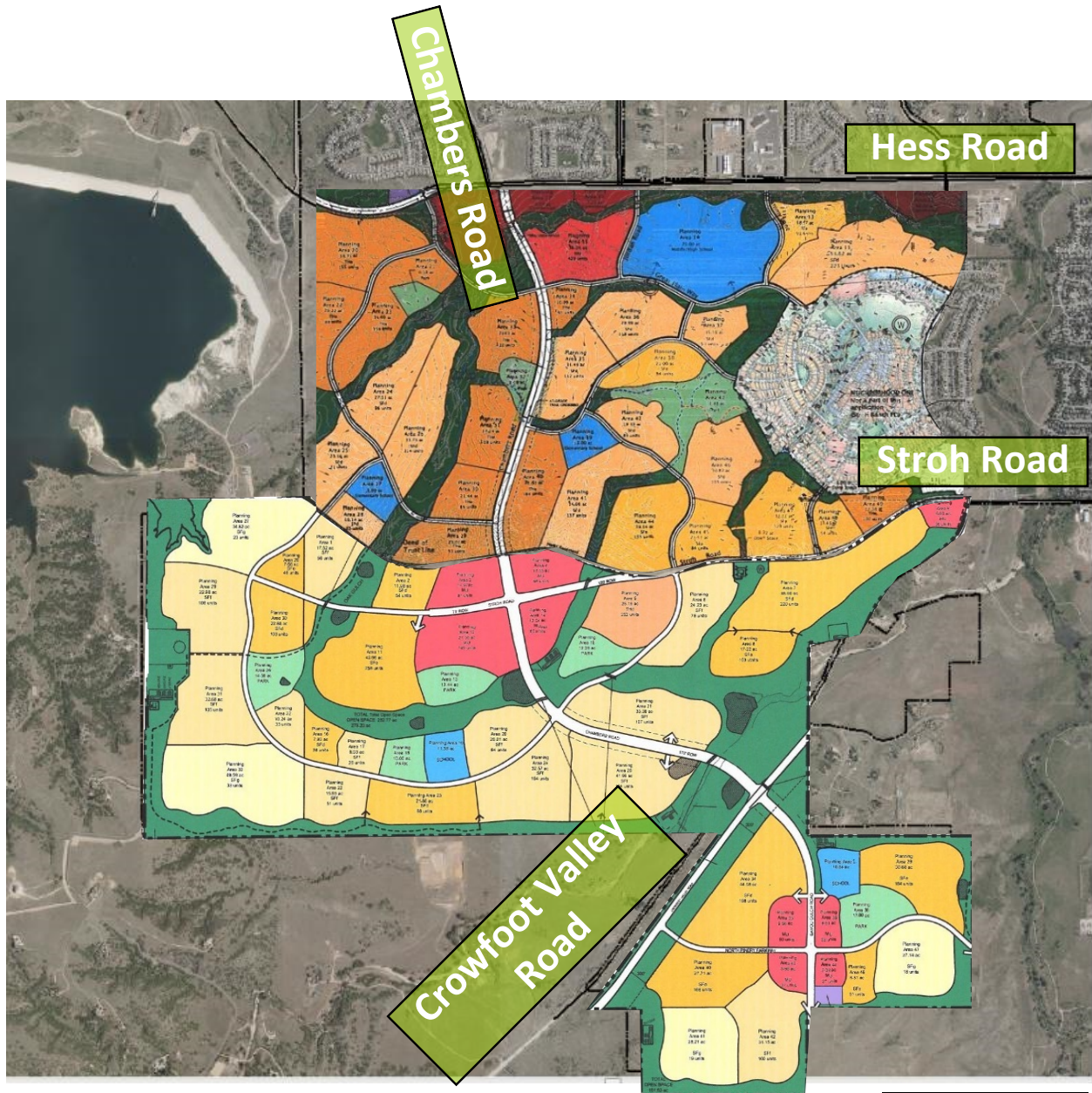
DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

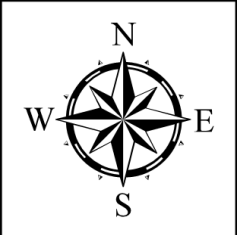
None

RECOMMENDED MOTION

I move to approve Resolution No. 19-028.



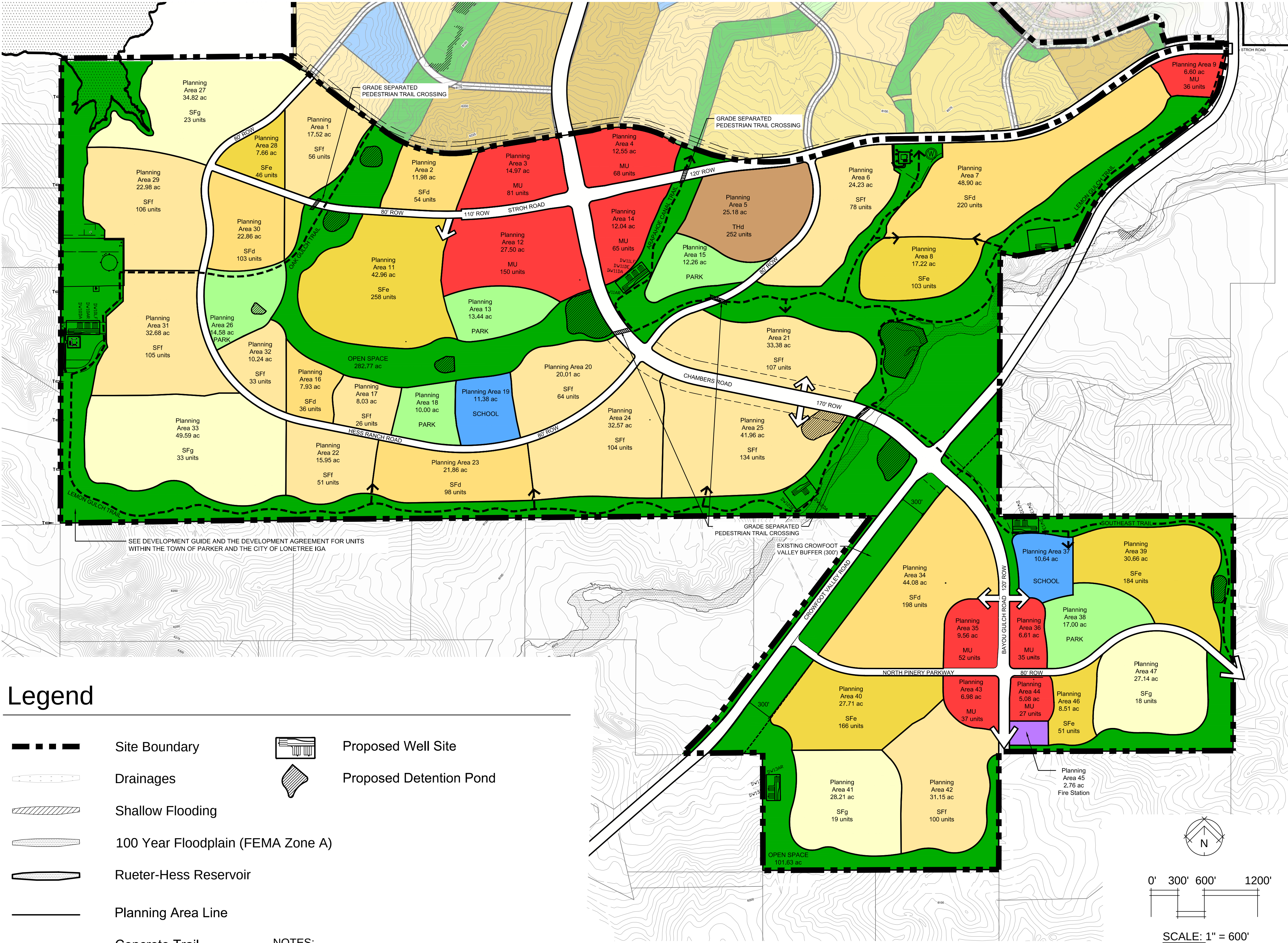
Anthology North/Hess Ranch
Vicinity Map



HESS RANCH PLANNED DEVELOPMENT

DEVELOPMENT PLAN - 1535.99 acres

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO



Legend

- Site Boundary
Drainages
Shallow Flooding
100 Year Floodplain (FEMA Zone A)
Rueter-Hess Reservoir
Planning Area Line
Concrete Trail
Contour
Well Site
- Proposed Well Site
Proposed Detention Pond

NOTES:

1. Future Builders of Planning Areas 22, 23, 24, 25, and 33 are advised that trail connections through these planning areas may be designed in conjunction with subdivision proposals upon these planning areas. These trail connections are intended to connect from the Lemon Gulch Trail along the Hess Ranch southerly boundary, internally through these filings, ultimately to the open space corridor located north of Planning Areas 16, 17, 18, 19, 20, and 32, and secured as part of Subdivision Improvement Agreement for residential filings upon these specified Planning Areas. Similarly, future builders of Planning areas 16, 17, 18, 19, 20, and 32 are advised that each filing may be required to contribute a pro-rata share for the cost of constructing an internal trail within the open space corridor which abuts the aforementioned planning areas and connect the Oak Gulch Regional Trail with the Arapahoe Canal Regional Trail. This contribution will be determined at the time of Final Plat for each planning area, and specified in the Subdivision Improvement Agreement for each planning area.

Hess Ranch Development Chart							
August 24, 2015							
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Acres Minus Roads	Net Acres Minus Floodplain & Slopes	DU (Shown on Plan)
	1	SFF	19.47	3.2	17.52	-	56
	2	SFd	13.31	4.5	11.98	-	54
	3	MU	16.63	5.42	14.97	-	81
	4	MU	13.94	5.42	12.55	-	68
	5	THd	27.98	10.0	25.18	-	252
	6	SFF	26.92	3.2	24.23	-	78
	7	SFd	54.33	4.5	48.90	-	220
	8	SFe	19.13	6.0	17.22	-	103
	9	MU	7.33	5.42	6.60	-	36
	11	SFe	47.73	6.0	42.96	-	258
	12	MU	30.55	5.42	27.50	-	149
	13	PARK	13.44	-	13.44	-	-
	14	MU	13.38	5.42	12.04	-	65
	15	PARK	12.26	-	12.26	-	-
	16	SFd	8.81	4.5	7.93	-	36
	17	SFF	8.92	3.2	8.03	-	26
	18	PARK	10.00	-	10.00	-	-
	19	SCHOOL	11.38	-	11.38	-	-
	20	SFF	22.23	3.2	20.01	-	64
	21	SFF	37.09	3.2	33.38	-	107
	22	SFF	17.72	3.2	15.95	-	51
	23	SFd	24.29	4.5	21.86	-	98
	24	SFF	36.19	3.2	32.57	-	104
	25	SFF	46.62	3.2	41.96	-	134
	26	PARK	14.58	-	14.58	-	-
	27	SFg	38.69	0.67	34.82	-	23
	28	SFe	8.51	6	7.66	-	46
	29	SFF	36.64	3.2	32.98	-	106
	30	SFd	25.40	4.5	22.86	-	103
	31	SFF	36.31	3.2	32.68	-	105
	32	SFF	11.38	3.2	10.24	-	33
	33	SFg	55.10	0.67	49.59	-	33
	34	SFd	48.98	4.5	44.08	-	198
	35	MU	10.62	5.42	9.56	-	52
	36	MU	7.34	5.42	6.61	-	36
	37	SCHOOL	10.64	-	10.64	-	-
	38	PARK	17.00	-	17.00	-	-
	39	SFe	34.07	6	30.66	-	184
	40	SFe	30.79	6	27.71	-	166
	41	SFg	31.34	0.67	28.21	-	19
	42	SFF	34.61	3.2	31.15	-	100
	43	MU	7.76	5.42	6.98	-	38
	44	MU	5.64	5.42	5.08	-	28
	45	FIRE STATION	2.76	-	2.76	-	-
	46	SFe	9.45	6.0	8.51	-	51
	47	SFg	30.16	0.67	27.14	-	18
		OPEN SPACE	384.40	-	384.40	-	25.03%
		ROAD	104.17	-	104.17	-	-
	TOTALS		1,535.99		1,440		3,379
	FIRE STATION		2.76		2.76	-	-
	MU		113.19		101.87	-	553
	Open Space		384.40		384.40	-	25.03%
	Park		67.28		67.28	-	-
	Residential		842.17		757.95	-	-
	Road		104.17		104.17	-	-
	School		22.02		22.02	-	-
	TOTALS		1,535.99		1,440	0	3,379
	FIRE STATION		2.76	-	2.76		--
	MU		113.19	5.42	101.87		--
	Open Space		384.40	-	384.40		0
	Park		67.28	-	67.28		--
	Road		104.17	-	104.17		--
	School		22.02	-	22.02		--
	SFd		175.12	4.5	157.61		709
	SFe		149.68	6	134.71		808
	SFF		334.10	3.2	300.69		964
	SFg		155.29	0.67	139.76		93
	THd		27.98	10	25.18		252
	TOTALS		1,535.99		1,440	0	3,379

Hess Ranch Development Plan

Development Plan

OWNER
Stroh Ranch Development
5105 DTC Parkway
Suite 240
Greenwood Village, Co 80111
Tel: (720) 482-7707

ENGINEER
Manhard Engineering
7442 South Tucson Way, Suite 190--A
Centennial, CO 80112
Tel: (303) 980-0200
Fax: (303) 980-0917

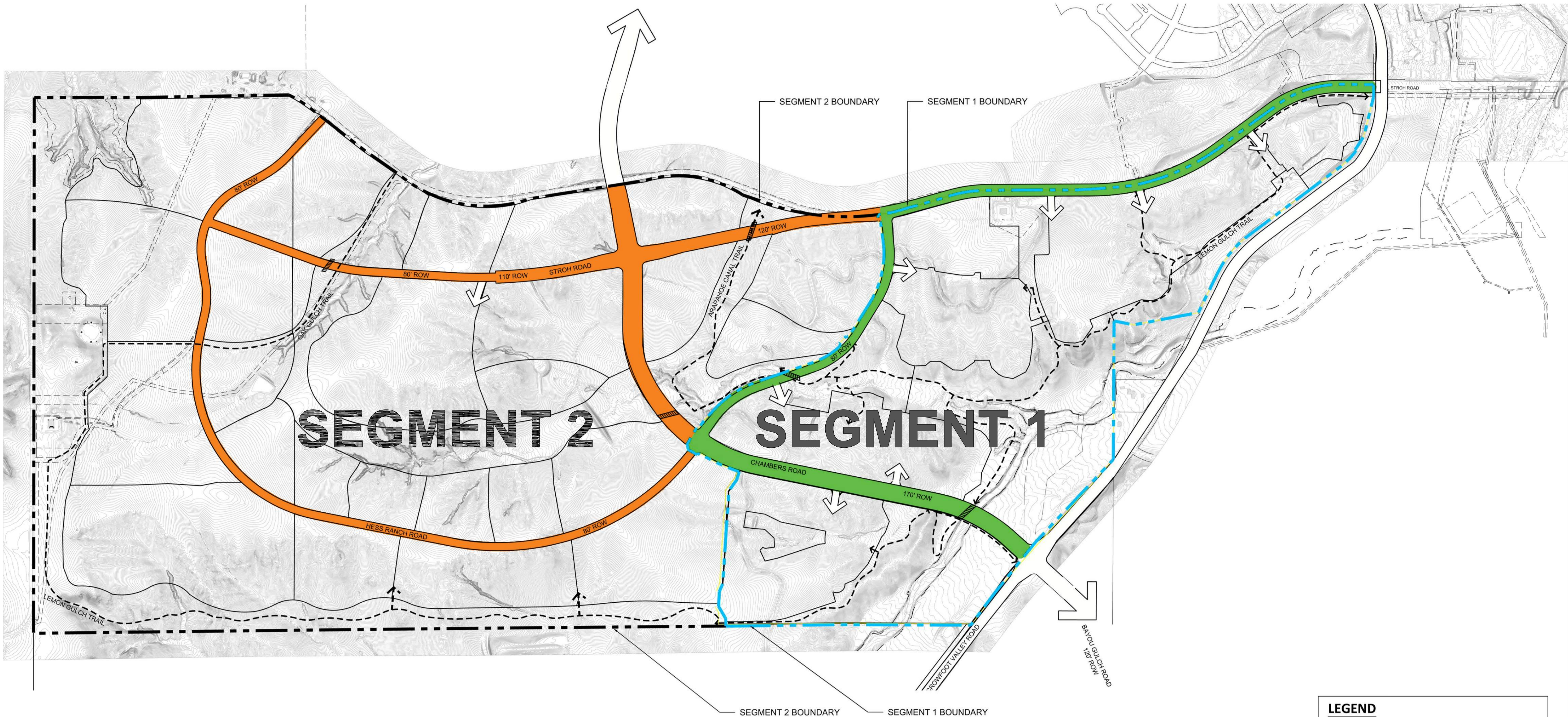
Town of Parker, Colorado

Job No.: 7377-001
Date: 08.24.2015
Revisions:

PLANNER/LANDSCAPE ARCHITECTS
THK Associates, Inc.
2953 S. Peoria Street, Suite 101
Aurora, CO 80014
Tel: (303) 770-7201
Fax: (303) 770-7132

THE REPRODUCTION OF ANY INFORMATION, GENERATED BY ARCHITECTS, ENGINEERS OR OTHER CONSULTANTS ON THESE DRAWINGS IS FOR THE EXPRESS PURPOSE OF COORDINATION AND EASE OF REFERENCE ONLY. INCLUSION OF SAID INFORMATION ON THESE DRAWINGS DOES NOT CONSTITUTE A REPRESENTATION BY THK ASSOC. AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.

HESS RANCH
WAIVER EXHIBIT
SEGMENT 1 AND 2 ROADWAYS



LEGEND

- Segment 1 Roadways
- Segment 2 Roadways
- Site Boundary
- Segment 1 Boundary
- Planning Area Boundary


NORTH


SCALE 1"= 500'

NO.	REVISION	DATE	BY
1			
2			
3			
4			

HESS RANCH
WAIVER EXHIBIT
SEGMENT 1 AND 2 ROADWAYS

Developer
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466


FR
FRONT RANGE COMMUNITIES, LLC

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
303.694.1520



Planner / Landscape Architect
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368



DATE: 03-28-2019
JOB NO: -
DRAWN BY: -
APPROVED: -
CADD FILE: -

ROADWAYS



LOOKING GLASS

PARKER • CO

CONCEPTUAL PLAN

	PAIRED HOMES	45'x110'	50'x110'	60'x110'	70'x110'	TOTAL
PA 6	84					84
PA 7		212				212
PA 8			84			84
PA 9			49			49
PA 21			64	64		128
PA 25				71	51	122
TOTAL	84	212	197	135	51	679

Owner:



Civil Engineer



Landscape Architect/
Planner



For illustrative purposes only. Final Design subject to Town of Parker approval.

RESOLUTION NO. 19-028, Series of 2019

TITLE: A RESOLUTION TO ALLOW, SUBJECT TO THE SATISFACTION OF CERTAIN CONDITIONS, A PARTIAL WAIVER TO DEFER COMPLIANCE WITH CERTAIN REQUIREMENTS OF SECTIONS 13.07.060 AND 13.07.070 OF THE PARKER LAND DEVELOPMENT ORDINANCE ASSOCIATED WITH THE PROCESSING OF THE SKETCH AND PRELIMINARY PLAN FOR CERTAIN SEGMENTS OF THE REAL PROPERTY COMMONLY KNOWN AS THE HESS RANCH PROPERTY UNTIL THOSE SEGMENTS ARE READY FOR DEVELOPMENT

WHEREAS, JEN Colorado 18, LLC (the “Property Owner”), owns the real property commonly known as the Hess Ranch Property, which is described in **Exhibit 1** and incorporated by this reference (the “Property”);

WHEREAS, the Property is subject to a deed of trust in favor of Stroh Ranch Development, LLC, the predecessor in interest to the Property Owner (the “Deed of Trust”), which is described in the “Consent to Property Owner” contained herein;

WHEREAS, Stroh Ranch Development, LLC, the predecessor to the Property Owner, and the Town of Parker (the “Town”) entered into the Amended and Restated Stroh/Hess Annexation Agreement (Southern Property) on September 21, 2015, and recorded at Reception No. 2015089338 of the Douglas County Clerk and Recorder’s Office, which agreement as it pertained to the Property was assigned to the Property Owner by Assignment and Assumption Agreement, on February 20, 2018, and recorded at Reception No. 2018011608 of the Douglas County Clerk and Recorder’s Office (collectively referred to as the “Annexation Agreement”), concerning the development of the Property;

WHEREAS, the Annexation Agreement provides that the Property Owner has certain obligations that must be performed prior to, or contemporaneously with, the Town’s approval of the final plats for the Property (the “Final Plat Obligations”);

WHEREAS, the Property is zoned “Hess Ranch Development Plan and Guide,” as approved by Ordinance No. 3.315, Series of 2015, and recorded at Reception No. 2015089335 of the Douglas County Clerk and Recorder’s Office, and amended by Ordinance No. 3.315.1, Series of 2017, and recorded at Reception No. 2017076073 of the Douglas County Clerk and Recorder’s Office (as amended, the “Development Plan and Guide”);

WHEREAS, the Parker Land Development Ordinance (the “Code”) does not allow the division of land for development purposes without the subdivision of land in accordance with Chapter 13.07 of the Code;

WHEREAS, Section 13.07.040(a)(1) of the Code describes the “three (3) steps required to obtain approval of a subdivision are: (1) sketch plan—the review of the feasibility of the project including conceptual design, legal ability to obtain water and sanitation, location of geologic hazards, identification of environmentally sensitive areas and wildlife habitat areas, locations of

parks, schools and open space, source of required services, vehicular and pedestrian circulation, and conformance with the Town Master Plan and zoning requirements; (2) preliminary plan—a review of preliminary technical engineering; and (3) final plat—a review of all final engineering and construction plans, execution of subdivision agreements, provision of a letter of credit or cash to secure the construction of the public improvements described in the subdivision agreement, and other legal requirements;”

WHEREAS, the Property Owner desires to subdivide the Property in the manner provided by Section 13.07.040(a)(1) of the Code, but also desires to defer compliance with certain requirements contained in Section 13.07.060 of the Code for a sketch plan and Section 13.07.070 of the Code for a preliminary plan for those segments of the Property that are not ready for development as described herein, which in turn will defer some of the Final Plat Obligations for these segments;

WHEREAS, the Property Owner desires to create two (2) independent stand-alone segments on the Property, which segments currently and collectively consist of approximately one thousand one hundred thirty-five (1135) acres;

WHEREAS, Segment 1 will include Planning Areas 6, 7, 8, 9, 21 and 25, as described in the Hess Ranch Planned Development – Development Plan for the Property, which is part of Exhibit B to the Development Plan and Guide, which development plan is attached as **Exhibit 2** and incorporated by this reference (the “Development Plan”), including adjacent rights-of-way for Stroh Road, and the collector roadway known as Hess Ranch Road, Chambers Road and open space as described herein (the “Segment 1 Property”);

WHEREAS, Segment 2 will include the remaining planning areas that are described in the Development Plan for the Property, excluding Segment 1, which are generally located west of the collector roadway known as Hess Ranch Road, including all adjacent rights-of-way and open space (the “Segment 2 Property”);

WHEREAS, the Segment 2 Property may, at the discretion of the Property Owner be divided into “Segment 2A and Segment 2B,” provided that (1) Segment 2A and Segment 2B are each a minimum of 300 contiguous acres in size, (2) Planning Areas 3, 4, 12 and 14 (the “MU Mixed-Use Planning Areas”) are contained entirely within either Segment 2A or Segment 2B and (3) the Development Plan and Guide is amended to address roadway, drainage, parks, trails and open space that are unique to Segments 2A and 2B and to address any impacts to Segment 1;

WHEREAS, the Property Owner will submit one combined sketch and preliminary plan for the Property, as provided by Section 13.07.070(a)(3) of the Code, the boundary of which is the Property and will include Segments 1 and 2 (the “Sketch and Preliminary Plan”);

WHEREAS, the Sketch and Preliminary Plan will generally be submitted in four (4) steps, the first step being the “Segment 1 Road and Utility Sketch and Preliminary Plan,” the second step being “Segment 1 Development Sketch and Preliminary Plan,” the third step being the “Segment 2 Road and Utility Sketch and Preliminary Plan” and the fourth step being the “Segment 2 Development Sketch and Preliminary Plan,” as described herein; provided, however, that if Segment 2 is divided into Segments 2A and 2B as provided herein, the 4-step process will be

modified with the third step being the "Segment 2A Road and Utility Sketch and Preliminary Plan," the fourth step being the "Segment 2A Development Sketch and Preliminary Plan," the fifth step being the "Segment 2B Road and Utility Sketch and Preliminary Plan," and the sixth step being the "Segment 2B Development Sketch and Preliminary Plan;"

WHEREAS, the Property Owner has submitted an application for an amendment to the Development Plan, which the Town is in the process of reviewing, and which application will not be approved by the Town until approval of this Resolution;

WHEREAS, the Property Owner has submitted an application for an amendment to the PD Development Guide (the "Development Guide"), a part of Exhibit B to the Development Plan and Guide, which the Town is in the process of reviewing, and which application will not be approved by the Town until approval of this Resolution;

WHEREAS, the Property Owner has submitted an application for the Segment 1 Road and Utility Sketch and Preliminary Plan to the Town, which the Town is in the process of reviewing, and which application will not be approved by the Town until after approval of this Resolution;

WHEREAS, the Segment 1 Road and Utility Sketch and Preliminary Plan will be subject to those requirements contained in Sections 13.07.060 and 13.07.070 of the Code that are described in **Exhibit 3**, which is attached hereto and incorporated by this reference, and compliance with the remaining unperformed Sections 13.07.060 and 13.07.070 of the Code for Segment 1 will be deferred until the Segment 1 Development Sketch and Preliminary Plan is submitted to the Town by the Property Owner for future performance as provided herein; provided that the Property Owner submits an application for the Segment 1 Development Sketch and Preliminary Plan for the Property, as described herein, and the application is deemed complete by the Town on or before July 1, 2019. The Planning Director may grant one (1) administrative extension of not more than ninety (90) days for the submission of the Segment 1 Development Sketch and Preliminary Plan application should the Property Owner need additional time to meet the remaining unperformed requirements contained in Sections 13.07.060 and 13.07.070 of the Code (the "90-Day Extension");

WHEREAS, the Property Owner, concurrently with the submittal of an application for the Segment 1 Road and Utility Sketch and Preliminary Plan, has submitted an application to the Town for a final tract plat for Segment 1, which upon approval of the Town (the "Final Tract Plat") will create eight (8) tracts: one tract that will include all of Segment 1, except Planning Areas 6 and 25 ("Tract A"); a second tract for only Planning Area 25 ("Tract B"), a third tract for only Planning Area 6 ("Tract C"), a fourth tract for the drainage pond ("Tract D") that will be located on Open Space 14, as described on Exhibit D14 attached to the Annexation Agreement, a fifth tract for the rights-of-way for Stroh Road, the collector roadway known as Hess Ranch Road and Chambers Road ("Tract E"); and three (3) tracts adjacent to Hess Ranch Road (the "Utility and Grading Tracts" and respectively "Tract F," "Tract G" and "Tract H"), as described in **Exhibit 4**, which is attached hereto and incorporated by this reference. All eight (8) tracts as described in this Recital shall be known as the "Tracts;"

WHEREAS, the Final Tract Plat for Tract A, Tract B and Tract C will be subject to a plat note restriction that will provide that: (1) no building permits will be issued for any of these tracts,

except for grading and the construction of the public improvements as described herein, (2) the Property Owner shall not further divide these tracts; and (3) the Property Owner shall be precluded from transferring any ownership interest in these tracts separately from the Property until such time as the Town approves the Segment 1 Development Sketch and Preliminary Plan and Tract A, Tract B and Tract C receive final plat approval from the Town;

WHEREAS, the portion of the Sketch and Preliminary Plan for the Property that includes Segment 2 will be subject to those requirements contained in Sections 13.07.060 and 13.07.070 of the Code that are described in **Exhibit 5**, which is attached hereto and incorporated by this reference, and compliance with the remaining unperformed requirements of Sections 13.07.060 and 13.07.070 of the Code, as well as payment of the development review fees related to development of Segment 2, will be deferred for Segment 2 until such time as (1) the Property Owner submits the application for the Segment 2 Development Sketch and Preliminary Plan, or (2) if the application is limited to Segment 2A Development Sketch and Preliminary Plan, then only the development review fees related to development of Segment 2A, or (3) if the application is limited to Segment 2B Development Sketch and Preliminary Plan, then only the development review fees related to development of Segment 2B shall be due and payable. Nothing contained in this Resolution precludes the Property Owner from combining the road and utility sketch and preliminary plan and the development sketch and preliminary plan as a part of one (1) application for Segment 2 or Segments 2A and 2B, if Segment 2 is divided into Segments 2A and 2B as provided herein;

WHEREAS, the Property Owner, as consideration for this partial waiver, will

(1) with Segment 1, design and construct and dedicate to the Town that portion of Chambers Road, Stroh Road, and the collector roadway known as Hess Ranch Road, as described in the Annexation Agreement and Development Plan and dedicate to the Town Tract E and the necessary easements for these roadway improvements with the Final Tract Plat;

(2) with Segment 1, design and construct the dendritic subdivision layout, as described in **Exhibit 6**, which is attached hereto and incorporated by this reference, including the dedication of necessary easements as determined by the Town, and pay to the Town the cost to design the regional drainage improvements associated with Lemon Gulch and Lemon Gulch Tributary (the "Regional Drainage Improvements") with the recordation of the Final Tract Plat or the submittal of the application for the Segment 1 Development Sketch and Preliminary Plan, whichever occurs first;

(3) with Segment 1, the Town and Property Owner will work together in good faith as work progresses under the "Agreement Regarding Design and Preliminary Permitting for Lemon Gulch and Tributary Improvement" between the Town and the Property Owner (the "Lemon Gulch Agreement") for the Regional Drainage Improvements, to agree upon the final cost of constructing the work designed under the Lemon Gulch Agreement (the "Final Cost"). The Property Owner shall pay to the Town the Final Cost as follows: (a) for Lemon Gulch Tributary, with the recordation of the first final plat within Planning Areas 6, 7 or 8, whichever occurs first; and (b) for Lemon Gulch,

with the recordation of the first final plat within Planning Areas 21 or 25, whichever occurs first;

(4) dedicate Tract D to the Town and necessary easements as determined by the Town for the Regional Drainage Improvements at the time of the recordation of the Final Tract Plat;

(5) prepare a parks, trails, open space and recreation master plan for the Property, subject to Town approval, based on the preliminary draft plan and scope of work to complete the preliminary draft plan, which are attached as **Exhibit 7**, and incorporated by this reference (the "Parks Master Plan"), prior to the approval of the Segment 1 Road and Utility Sketch and Preliminary Plan for the Property. A draft of the Parks Master Plan has already been submitted to the Town for review and approval and its current iteration is set forth in Exhibit 7. The planning and design of all future plats for the Property for Segments 1 and 2 shall be consistent with the Town-approved Parks Master Plan inclusive of location, extent and improvements. It shall not be construed as a failure to comply with this condition if the Town fails to approve the Parks Master Plan before approval of the Segment 1 Road and Utility Sketch and Preliminary Plan for any reason other than Property Owner's failure or refusal to abide by the terms set forth on Exhibit 7;

(6) amend the Development Plan and Guide so that (a) a minimum of one third (1/3) of the developable land area included in the MU Mixed-Use Planning Areas (which consist of Planning Areas 3, 4, 12 and 14) must be developed for commercial uses as set forth in Sections III(H)(2)(a) and III(H)(2)(b) of said Development Guide (the "Commercial Area"); (b) said Commercial Area must be located within at least two (2) of the MU Mixed-Use Planning Areas and (c) notwithstanding the requirement of the Commercial Area, the total number of residential units for the MU Mixed-Use Planning Areas as described in the Hess Ranch Development Chart contained in the Development Plan shall be preserved, and Property Owner shall have the option to transfer unused residential yield, if any, from the Commercial Area within the MU Mixed-Use Planning Areas to other MU Mixed-Use Planning Areas. After any such transfer, if any unused residential yield remains, Property Owner shall have the option to transfer the remaining unused residential yield to residential Planning Areas within Segment 2 only but no such transfer may increase the residential yield in any such residential Planning Area by more than 20%, as provided in Section 1, part C of the Development Guide, all as described in **Exhibit 8**, which is attached hereto and incorporated by this reference. The foregoing amendment to the Development Plan and Guide must be approved by the Town prior to or contemporaneously with the approval of the Segment 1 Road and Utility Sketch and Preliminary Plan;

(7) cooperate with the Town and Douglas County School District RE-1 to convey Planning Area 19 to the Town at the time of recordation of the first final plat for Segment 2. Such conveyance shall be subject to a perpetual restriction that the Town shall only use Planning Area 19 for a school or other public use and purpose as determined by the Town or the ownership of Planning Area 19 shall revert to the Owner. Without limitation, in no event shall the development or sale for the purpose of residential, commercial or industrial uses be considered a public use and purpose for the purposes of this provision. Such

conveyance shall satisfy the Property Owner's school land dedication obligations under the Annexation Agreement; and

8) prior to recordation of the Final Tract Plat, submit a complete application to the Regional Transportation District ("RTD") for that portion of the Property that is not included in RTD, to be included into RTD; provided however, that if the Property Owner takes such action, and RTD declines to accept such property or such property is not otherwise not included in RTD for reasons outside of the Property Owner's control, it shall not be construed as a failure of this condition;

(conditions (1) through (8) are collectively referred to as the "Partial Waiver Conditions");

WHEREAS, the Property Owner's compliance with Sections 13.07.060 and 13.07.070 of the Code are not being waived outright, but rather partially deferred until such time as the Property Owner is prepared to develop Segments 1 and 2, as provided herein;

WHEREAS, Section 13.01.100 of the Code authorizes waivers from the Code "if it is deemed by Town Council to be in the public interest and does not impair the intent and purposes of this Title. The conditions of any waiver authorized shall be stated in writing by the Town Council with the justifications set forth;"

WHEREAS, deferring the Property Owner's compliance with Sections 13.07.060 and 13.07.070 of the Code to the extent provided herein is in the public interest, and the intent and purposes of the Code will not be impaired for the reason that the Property Owner will be required to fully comply with Sections 13.07.060 and 13.07.070 of the Code in order to develop Segments 1 and 2; and

WHEREAS, the conditions for this partial waiver are the Partial Waiver Conditions, which are the Town Council's justification for approving this Resolution.

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

Section 1. The Town Council of the Town of Parker hereby determines that the partial waiver described herein does not waive compliance but rather defers compliance with Sections 13.07.060 and 13.07.070 of the Code to the extent provided herein, until such time as the Property Owner is ready to develop Segments 1 or 2.

Section 2. The Town Council further determines that the partial waiver described herein is in the public interest and does not impair the intent and purpose of the Code.

Section 3. The Town Council hereby defers Sections 13.07.060 and 13.07.070 of the Code to the extent provided herein, until such time as the Property Owner develops Segments 1 or 2; provided that the Partial Waiver Conditions are satisfied by the Property Owner as described in this Resolution, and provided further that the Property Owner submits an application for the Segment 1 Development Sketch and Preliminary Plan for the Property on or before July 1, 2019, subject to the 90-Day Extension, as provided herein.

Section 4. This Resolution shall automatically terminate if the Property Owner does not submit an application for the Segment 1 Development Sketch and Preliminary Plan for the Property that is deemed complete by the Town on or before July 1, 2019, subject to the 90-Day Extension, as provided herein.

Section 5. The Town Council recognizes that Segments 1 and 2 are independent stand-alone segments on the Property and that each segment may be developed independently from the other segment; provided that such development complies with the Development Plan and Guide, the Annexation Agreement, this Resolution, and the Partial Waiver Conditions.

Section 6. The Recitals of this Resolution are incorporated herein by this reference.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

CONSENT OF THE PROPERTY OWNER

The Property Owner hereby consents to and agrees to be bound by Resolution No. 19- 028, Series of 2019.

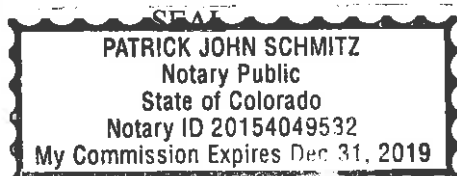
JEN COLORADO 18 LLC,
a Colorado limited liability company

By: [Signature] _____ [name/title]
Vice President

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 29 day of April, 2019, by Lawrence R. Jackson, as Vice President of JEN Colorado 18 LLC, a Colorado limited liability company.

My commission expires: 12/31/19



Notary Public

CONSENT OF THE DEED OF TRUST HOLDER

Stroh Ranch Development, LLC, hereby consents to and agrees to be bound by Resolution No. 19-028 Series of 2019.

STROH RANCH DEVELOPMENT, LLC,
a Colorado limited liability company

By:

Podcast Manager [name/title]

STATE OF COLORADO)
)ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 29 day of APRIL, 2019, by HEINZ M. NIXDOFF, as MANAGER of Stroh Ranch Development, LLC, a Colorado limited liability company.

My commission expires: 6-27-2020

SEAL

Romdeo Berroa
Notary Public

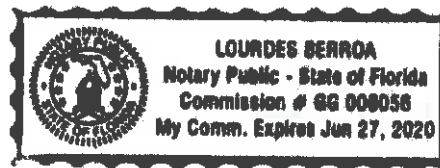


EXHIBIT LIST

- EXHIBIT 1 Legal Description
- EXHIBIT 2 Development Plan EXHIBIT 3 Sketch and Preliminary Plan Requirements for
Segment 1 and Segment 2
- EXHIBIT 4 Description of Eight (8) Tracts To be created by Final Tract Plat
- EXHIBIT 5 Sketch and Preliminary Plan Requirements for Segment 2
- EXHIBIT 6 Dendritic Subdivision Layout for Segment 1
- EXHIBIT 7 Parks Master Plan
- EXHIBIT 8 Planning Areas 3, 4, 12 and 14 – the MU Mixed-Use Planning Areas

EXHIBIT 1

Legal Description

PARCEL A:

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 72.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS, SURVEY NO. LSP-2474, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES;

- 1) SOUTH 00 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 83.90 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 48 SECONDS, A RADIUS OF 885.12 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00 DEGREES 54 MINUTES 22 SECONDS WEST, A DISTANCE OF 21.06 FEET);
- 3) SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.67 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 4) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 44 SECONDS, A RADIUS OF 787.50 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17 DEGREES 06 MINUTES 29 SECONDS WEST, A DISTANCE OF 74.59 FEET) TO A POINT OF COMPOUND CURVATURE;
- 5) ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 32 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 157.31 FEET);
- 6) SOUTH 52 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 7) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 50 MINUTES 42 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.89 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 33 SECONDS WEST, A DISTANCE OF 248.10 FEET);
- 8) SOUTH 53 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVATURE;

9) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 25 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 35 MINUTES 12 SECONDS WEST, A DISTANCE OF 476.53 FEET)

10) THENCE SOUTH 25 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND RECORDED AT RECEPTION NO. 9123329 OF THE AFOREMENTIONED RECORDS;

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

1) SOUTH 79 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 645.52 FEET;

2) NORTH 78 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 197.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.72 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.48 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES:

1) THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 42 SECONDS, A RADIUS OF 3,761. 00 FEET, AND AN ARC LENGTH OF 118.92 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 118.92 FEET);

2) SOUTH 40 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.65 FEET;

3) SOUTH 42 DEGREES 04 MINUTES 59 SECONDS WEST, A DISTANCE OF 958.65 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 22 SECONDS, A RADIUS OF 7,692. 00 FEET, AND AN ARC LENGTH OF 419.24 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 419.18 FEET)

5) SOUTH 51 DEGREES 02 MINUTES 23 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

6) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 09 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.76 FEET (CHORD BEARS SOUTH 37 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 38 DEGREES 40 MINUTES 28 SECONDS WEST, A DISTANCE OF 79.41 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 01 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,275.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 89 DEGREES 30 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 5,281.90 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5 MONUMENTED BY A 2" ALUMINUM CAP STAMPED: LS 33202;

THENCE SOUTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.91 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 07 MINUTES 39 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.51 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 22088;

THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.13 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 24 SECONDS, A RADIUS OF 1,335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 21 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 09 SECONDS EAST, A DISTANCE OF 651.65 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES 32 SECONDS EAST, A DISTANCE OF 412.26 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 02 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1,382.68 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81 DEGREES 02 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 52 SECONDS, A RADIUS OF 1,142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 30 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 415.03 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2,408.42 FEET, AND AN ARC LENGTH OF 1,091.14 FEET (CHORD BEARS SOUTH 88 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 58 SECONDS EAST, A DISTANCE OF 480.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET (CHORD BEARS NORTH 79 DEGREES 53 MINUTES 13 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 307.11 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN ARC LENGTH OF 555.20 FEET (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 11 SECONDS EAST, A DISTANCE OF 555.17 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 53 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.39 FEET (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 929.33 FEET); THENCE NORTH 52 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 242.53 FEET;

THENCE NORTH 54 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 556.22 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 01 MINUTES 27 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 30 MINUTES 54 SECONDS EAST, A DISTANCE OF 314.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 49,445,608 SQUARE FEET (1,135.11 ACRES), MORE OR LESS.

Development Plan



EXHIBIT 3

Sketch and Preliminary Plan Requirements for Segment 1 and Segment 2

Segment 1

The Segment 1 Road and Utility Sketch and Preliminary Plan (as defined in this Resolution) will be required to comply with all of the following components of Section 13.07.060, Sketch plan, of the Code:

- (a) Intent
- (b) Prerequisite
- (c) Review process
- (d) Criteria for sketch plan
- (e) General submittal requirements
- (f) Sketch plan exhibit
 - (f)(1-6) – Formatting
 - (f)(7) – Depicts all lots and tracts (the Tracts as defined above)
 - (f)(8) – Easements
 - (f)(9) – Contour lines
 - (f)(10) – 100-year floodplain
 - (f)(11) – Land dedication (with respect to the Tracts)
 - (f)(12) – Locate, name and dimension streets (Chambers Road, Stroh Road and Hess Ranch Road)
 - (f)(13) – Existing structures
 - (f)(14) – Historical and archeological sites
 - (f)(15) – Natural and man-made features
 - (f)(16) – Geologic hazards
 - (f)(17) – Views and scenic features
 - (f)(18) – Vegetation
 - (f)(19) – Wildlife habitat
- (g) Reports
 - (g)(1) Site features
 - (g)(2) Soils report
 - (g)(3) Geologic report
 - (g)(4) Drainage report – only as applies to the proposed infrastructure
 - (g)(5) Proof of water
 - (g)(6) Proof of sanitation
 - (g)(7) Public service report
 - (g)(8) Traffic report – only as applies to the proposed infrastructure (*i.e.*, Chambers Road, Stroh Road and Hess Ranch Road)
 - (g)(9) Existing conditions map
 - (g)(10) Tree inventory
 - (g)(11) Grading plan
 - (g)(12) Cultural, archaeological and historical resources and plans
- (h) Public notice requirements

The Segment 1 Road and Utility Sketch and Preliminary Plan (as defined in this Resolution) will be required to comply with all of the following components of Section 13.07.070, Preliminary plan, of the Code:

- (a) Intent
- (b) Prerequisite
- (c) Review process
- (d) Criteria for preliminary plan
- (e) General submittal requirements
- (f) Preliminary plan exhibit
 - (f) (1-6) - Formatting
 - (f)(7) - Depicts all lots and tracts (the Tracts as defined above)
 - (f)(8) – Easements
 - (f)(9) – Contour lines
 - (f)(10) – 100-year floodplain
 - (f)(11) – Land dedication (with respect to the Tracts)
 - (f)(12) – Locate, name and dimension streets
 - (f)(13) – Depict public access
 - (f)(14) – Adjacent ownership and zoning
 - (f)(15) – Existing structures
 - (f)(16) – Pedestrian paths - partial
- (g) Development Reports
 - (g)(1) - Roadway plan and profiles – only as applies to the proposed infrastructure 1
 - (g)(2) - Drainage report - only as applies to the proposed infrastructure
 - (g)(3) - Utility report - only as applies to the proposed infrastructure (g)(4) – Tree mitigation
 - (g)(5) – List of street names – only as applies to the proposed infrastructure (g)(6) – park facilities master plan
- (h) Public notice requirements

The Segment 1 Development Sketch and Preliminary Plan will be required to comply with all of the requirements of Sections 13.070.060, Sketch plan, and 13.07.070, Preliminary plan, of the Code, as amended.

Segment 2

Segment 2, as contained in the Segment 1 Road and Utility Sketch and Preliminary Plan (as defined in this Resolution) will be required to comply with all of the following components of Section 13.07.060, Sketch plan, of the Code:

- (a) Intent
- (b) Prerequisite
- (c) Review process

- (d) Criteria for sketch plan
- (e) General submittal requirements
 - (e)(1) Completed land use application
 - (e)(4) Notarized landowner letter permitting representative to process application
 - (e)(6) Sketch plan exhibit (see (f) below)
- (f) Sketch plan exhibit
- (g) (1-6) - Formatting

Segment 2, as contained in the Segment 1 Road and Utility Sketch and Preliminary Plan (as defined in this Resolution), will be required to comply with all of the following components of Section 13.07.070, Preliminary plan, of the Code:

- (a) Intent
- (b) Prerequisite
- (c) Review process
- (d) Criteria for preliminary plan
- (e) General submittal requirements
 - (e)(1) Completed land use application
 - (e)(2) Narrative outlining proposal
 - (e)(4) Recorded warranty deed and title commitment
 - (e)(5) Notarized landowner letter permitting representative to process application
 - (e)(6) Sketch plan exhibit (see (f) below)
- (f) Preliminary plan exhibit
 - (1-6) - Formatting
- (h) Public notice requirements

EXHIBIT 4

Description of Eight (8) Tracts To Be Created by Final Tract Plat

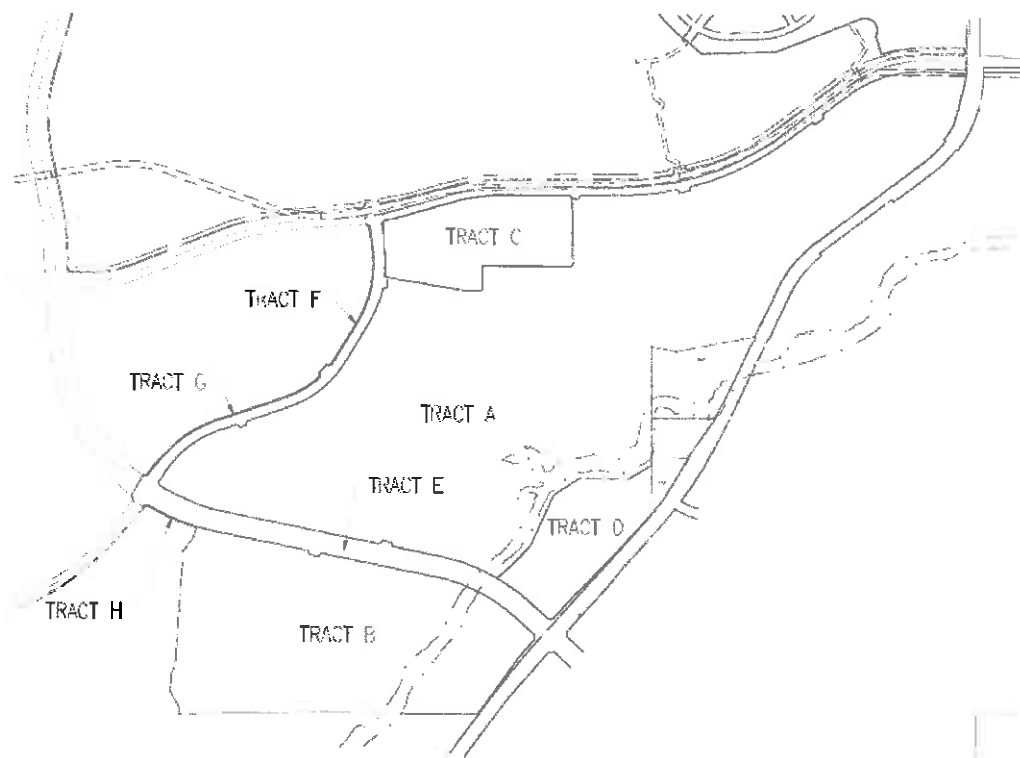


EXHIBIT 5

Sketch and Preliminary Plan Requirements Segment 2

Segment 2

The Segment 2 Road and Utility Sketch and Preliminary Plan (which would include the Segment 2A Road and Utility Sketch and Preliminary Plan and the Segment 2B Road and Utility Sketch and Preliminary Plan, if Segment 2 is divided as provided in this Resolution) will be required to comply with all of the following components of Section 13.07.060, Sketch plan, of the Code:

- (g) Intent
- (h) Prerequisite
- (i) Review process
- (j) Criteria for sketch plan
- (k) General submittal requirements
- (l) Sketch plan exhibit
 - (f) (1-6) - Formatting
 - (f)(7) – Depicts all lots and tracts
 - (f)(8) – Easements
 - (f)(9) – Contour lines
 - (f)(10) – 100-year floodplain
 - (f)(11) – Land dedication
 - (f)(12) – Locate, name and dimension streets
 - (f)(13) – Existing structures
 - (f)(14) – Historical and archeological sites
 - (f)(15) – Natural and man-made features
 - (f)(16) – Geologic hazards
 - (f)(17) – Views and scenic features
 - (f)(18) – Vegetation
 - (f)(19) – Wildlife habitat
- (g) Reports
 - (g)(1) Site features
 - (g)(2) Soils report
 - (g)(3) Geologic report
 - (g)(4) Drainage report – only as applies to the proposed infrastructure
 - (g)(5) Proof of water
 - (g)(6) Proof of sanitation
 - (g) (7) Public service report
 - (g)(8) Traffic report – only as applies to the proposed infrastructure
 - (g)(9) Existing conditions map
 - (g)(10) Tree inventory
 - (g)(11) Grading plan
 - (g)(12) Cultural, archaeological and historical resources and plans
- (h) Public notice requirements

The Segment 2 Road and Utility Sketch and Preliminary Plan (as defined in this Resolution) will be required to comply with all of the following components of Section 13.07.070, Preliminary plan, of the Code:

- (g) Intent
- (h) Prerequisite
- (i) Review process
- (j) Criteria for preliminary plan
- (k) General submittal requirements
- (l) Preliminary plan exhibit
 - (f) (1-6) – Formatting
 - (f)(7) – Depicts all lots and tracts
 - (f)(8) – Easements
 - (f)(9) – Contour lines
 - (f)(10) – 100-year floodplain
 - (f)(11) – Land dedication
 - (f)(12) – Locate, name and dimension streets
 - (f)(13) – Depict public access
 - (f)(14) – Adjacent ownership and zoning
 - (f)(15) – Existing structures
 - (f)(16) – Pedestrian paths - partial
- (g) Development Reports
 - (g)(1) - Roadway plan and profiles – only as applies to the proposed infrastructure 1
 - (g)(2) - Drainage report - only as applies to the proposed infrastructure
 - (g)(3) - Utility report - only as applies to the proposed infrastructure (g)(4) – Tree mitigation
 - (g)(5) – List of street names – only as applies to the proposed infrastructure for Segment 1
 - (g)(6) – Park facilities master plan
- (h) Public notice requirements

The Segment 2 Development Sketch and Preliminary Plan (which would include the Segment 2A Development Sketch and Preliminary Plan and the 2B Development Sketch and Preliminary Plan, if Segment 2 is divided as provided in this Resolution) will be required to comply with all of the requirements of Sections 13.070.060, Sketch plan, and 13.07.070, Preliminary plan, of the Code, as amended.

EXHIBIT 6

Dendritic Subdivision Layout for Segment 1

Subdivision layouts shall be in a manner that promotes stormwater infiltration by providing green space within the filings similar to the approach used in the Oak Gulch pilot study conducted by the Urban Drainage and Flood Control District and the Town of Parker. The subdivisions shall provide pervious areas for storm drainage at a frequency to maximize infiltration to the extent that is practicable thereby reducing the amount of stormwater at receiving downstream drainageways, including the dedication of necessary easements, as determined by the Town. This may be accomplished by preserving first, second and third order streams and/or incorporating these streams into the proposed development. Property Owner shall not be obligated to utilize a dendritic subdivision layout for Segment 2, however, if Property Owner determines to utilize a dendritic subdivision layout for Segment 2, it may utilize a consultant of its choosing to design said dendritic layout.

EXHIBIT 7

Parks Master Plan

Purpose: The purpose of the Parks Master Plan is to provide for the orderly planning and development of the park and open spaces within the Property. The Parks Master Plan will utilize the preliminary draft plan which is attached hereto as a foundation and will contain the general design, location, development and phasing of future parks, trails, open space and recreation uses on the Property.

Approach: The Parks Master Plan will address how future parks, trails and open space areas will meet and comply with the Town's Open Space, Trails and Greenways Master Plan (2010), the Parks, Recreation & Open Space Master Plan 2018-2022, and the Town's *Roadway Design and Construction Criteria Manual*.

Tasks: The following tasks address information and analysis that will need to be included in the Parks Master Plan, prior to approval of Segment 1 Road and Utility Sketch and Preliminary Plan.

Task 1: Provide and include a map of Segment 1, including the tabulation by planning area of land uses, gross acreage, maximum density, net acres, along with totals where applicable.

Task 2: Provide and include a map that depicts all proposed park locations within Segment 1, including both neighborhood parks and, if applicable, community parks. Provide in tabular form acreage amounts for all proposed parks. For community parks greater than 10 acres in size, the Town will determine as part of the future platting process if these parks will be accepted by the Town, *i.e.*, owned, maintained and programmed by the Town, based on the following criteria.

- Is the park greater than 10 acres in size?
- Does the park provide uses and amenities that are beneficial to the Town?
- Do the proposed park uses and amenities meet an unmet or underserved need within the Town?
- Is the park designed to minimize any potential impacts to the surrounding community, *i.e.*, adequate parking, safe pedestrian access, etc.
- Is there the opportunity for a reasonable combination of active and passive park uses?

Task 3: Provide and include a map(s) of all proposed community parks that includes data related to topography/slopes, existing vegetation, floodplain/drainage areas, existing easements, proposed detention areas, or any other constraints that would impact the design of these parks. Based on this information, provide a percentage breakdown of potential active and passive park area for each community park.

Task 4: Provide an overall trails master plan map for the Property that depicts all regional and local trails. Regional trails will be 10'-wide concrete; local trails shall be 8' – wide concrete. This map should also demonstrate trail connectivity both within Segment 1 but also connections to existing and proposed trails that border the Property. Grade-separated trail crossing or at-grade trail crossings shall be indicated and shall be consistent with the Street Classification and Roadway

Design Technical Criteria, as contained in the Town's *Roadway Design and Construction Criteria Manual*, the Annexation Agreement, and the Development Plan and Guide. Provide standards for implementation of local trails that will serve individual subdivisions and provide local access to neighborhood parks and other community features within Segment 1. Soft-surface trails may be allowed on a limited basis based on topography, sensitive site characteristics and intended use. Include the location of all future trailheads within Segment 1. Potential trailhead locations include, but are not limited to, community parks, activity centers such as future commercial sites, near proposed school sites, at major roadway crossings and near major open space corridors.

Task 5: Provide a map that depicts all proposed linear open space areas along with acreage amounts within Segment 1. This map can be combined with the trails master plan map. Include on this map existing well site facilities and other utilities, future stormwater facilities, detention ponds, plus any existing access roads that may exist within these open space areas.

Task 6: The Parks Master Plan will show consistency of proposed parks, trails and open space uses along the common property boundary between the Property and the Anthology North Property. The Segment 1 boundary plan, which is part of the Parks Master Plan, will demonstrate conceptually how various parks, trails and open space corridors contained within the Property and the Anthology North Property, which are located along the common boundary, align and are consistent in design and location. Specific grade-separated and at-grade crossings will need to be identified along this common boundary; provided such are in keeping with the Annexation Agreement and the Development Plan and Guide. Proposed open space areas will be dedicated as part of the adjacent platting process for residential development as provided in the Annexation Agreement.

Task 7: The Parks Master Plan will be modified in the future to complete Tasks 1 through 6 for Segment 2 prior to the approval of the Segment 2 Road and Utility Sketch and Preliminary Plan (which would include the Segment 2A Road and Utility Sketch and Preliminary Plan and the 2B Road and Utility Sketch and Preliminary Plan, if Segment 2 is divided as provided in this Resolution). The Parks Master Plan for Segment 2 shall be acceptable to the Town provided that it is substantially similar to the Parks Master Plan as ultimately approved by the Town for Segment 1.

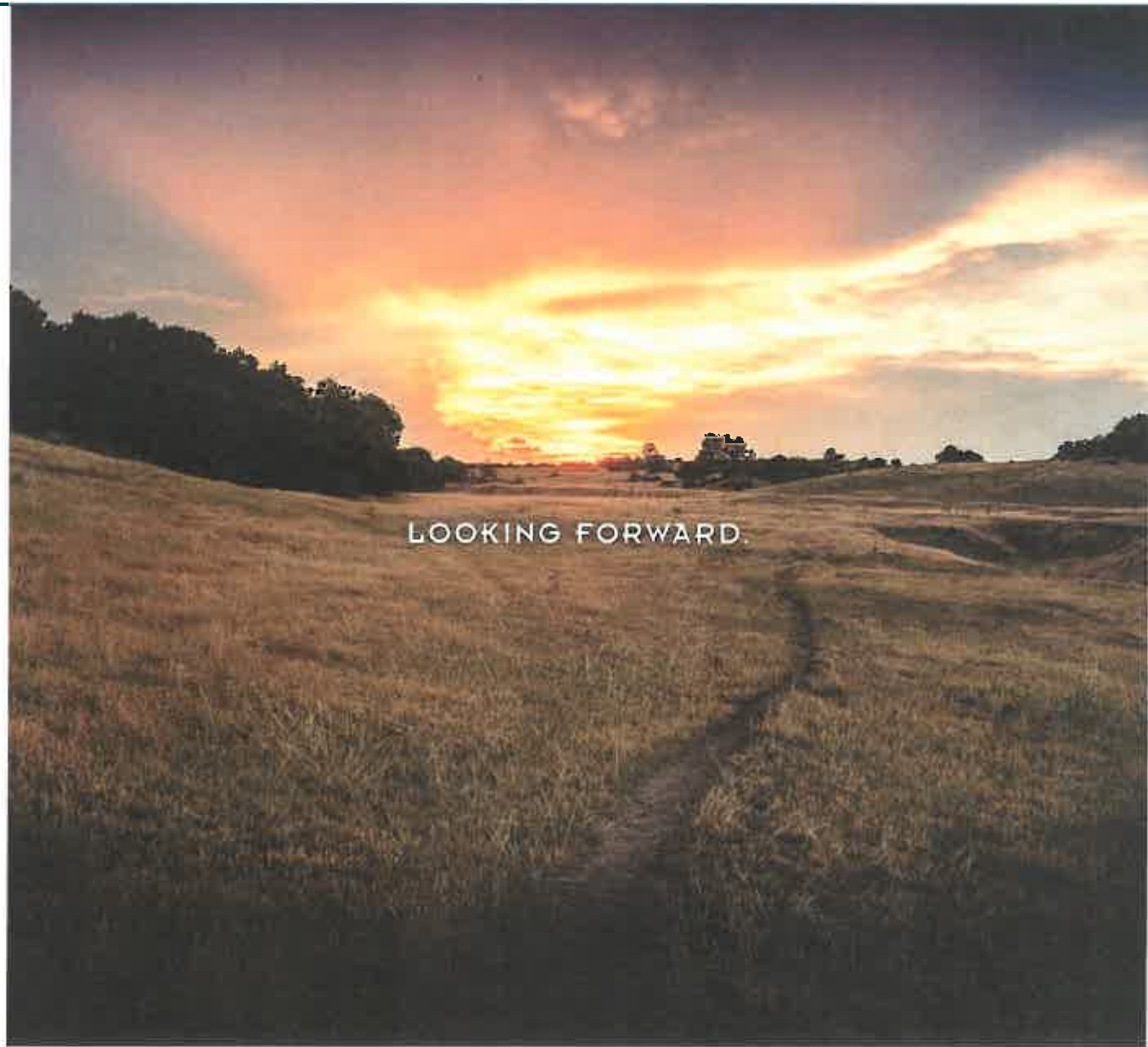
Task 8: As an advisory matter, the Town has initiated limited discussions with both the Property Owner and the North Anthology Property Owner regarding the potential of dedicating to the Town an approximate 12-acre site for a second recreation facility, as a part of the Parks Master Plan process. The Town desires to continue to advance these discussions as the Parks Master Plan process moves forward; provided, however, that such dedication shall not be a condition to Property Owner's compliance with the terms and conditions of this Resolution or to approval of Segment 1 Road and Utility Sketch and Preliminary Plan or any final plat for the Property.

PARKS, TRAILS & OPEN SPACE MASTER PLAN



LOOKING GLASS
PARKER • CO

APRIL 26, 2019





TEAM MEMBERS

Owner:

ER

ERDA TRADING COMPANY, LLC

Jen Colorado 18, LLC

Civil Engineer:



Drainage Engineer:



Planner/Landscape Architect:



Landscape Architecture • Planning • Entitlement



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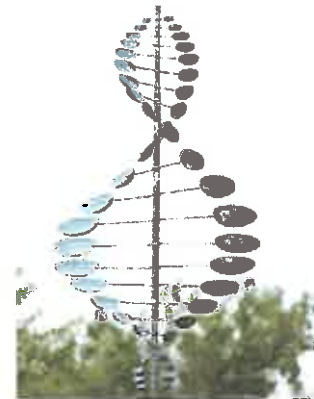
28 / LOOKING GLASS WEST

PLANNING AREA 26 EXISTING CONDITIONS

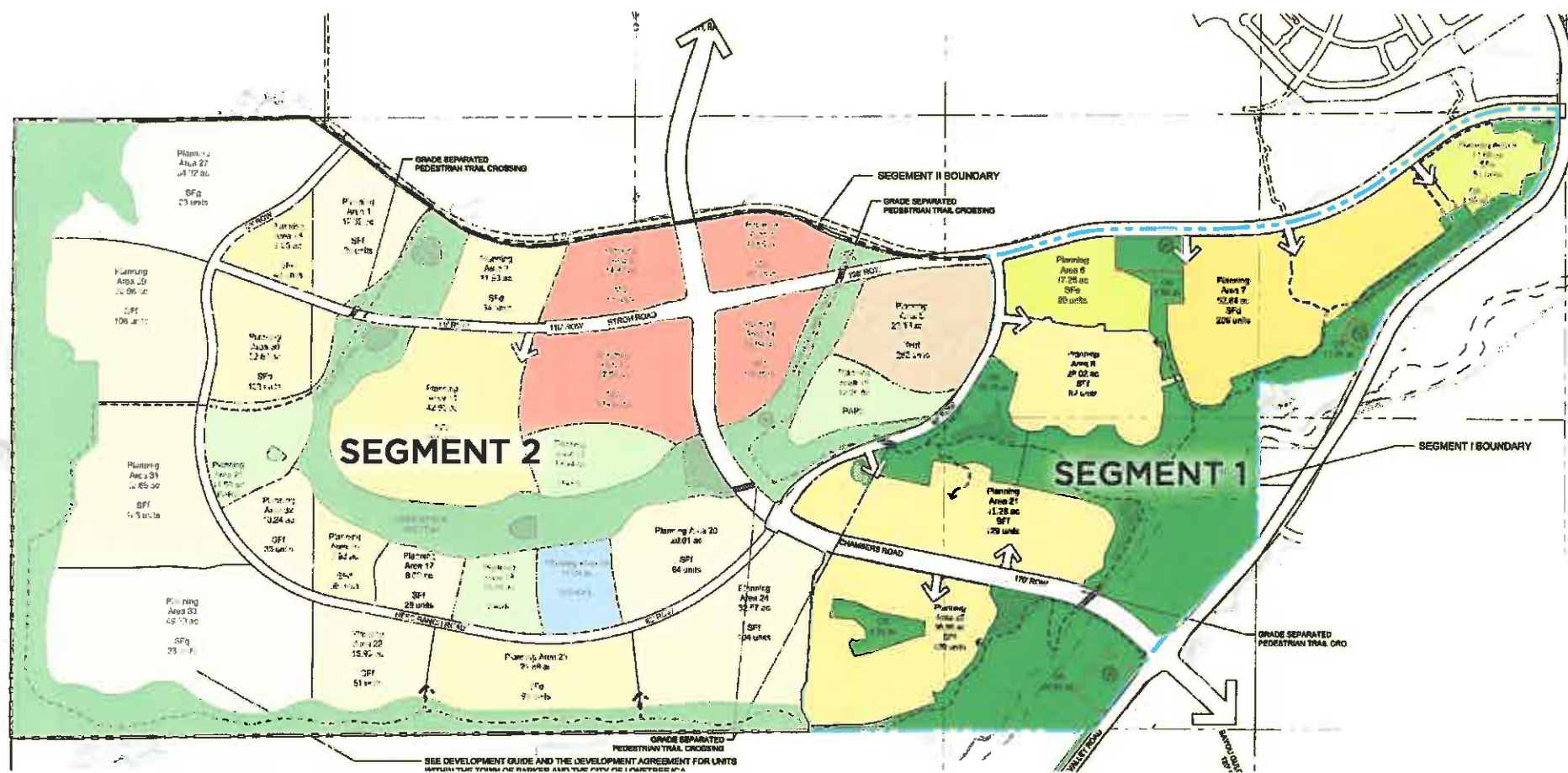
29 / CLOSING

NOTE: THIS BOOKLET IS FOR ILLUSTRATIVE AND DEMONSTRATIVE PURPOSES ONLY. ALL DESIGNS ARE SUBJECT TO CHANGE AT A FUTURE DATE

PARKS, TRAILS & OPEN SPACE MASTER PLAN SEGMENT I



LOOKING GLASS
PARKER • CO



PLANNING AREA DATA

Planning Area 6

90 Units
17.43 Acres

Planning Area 7

206 Units
52.84 Acres

Planning Area 8

82 Units
28.02 Acres

Planning Area 9

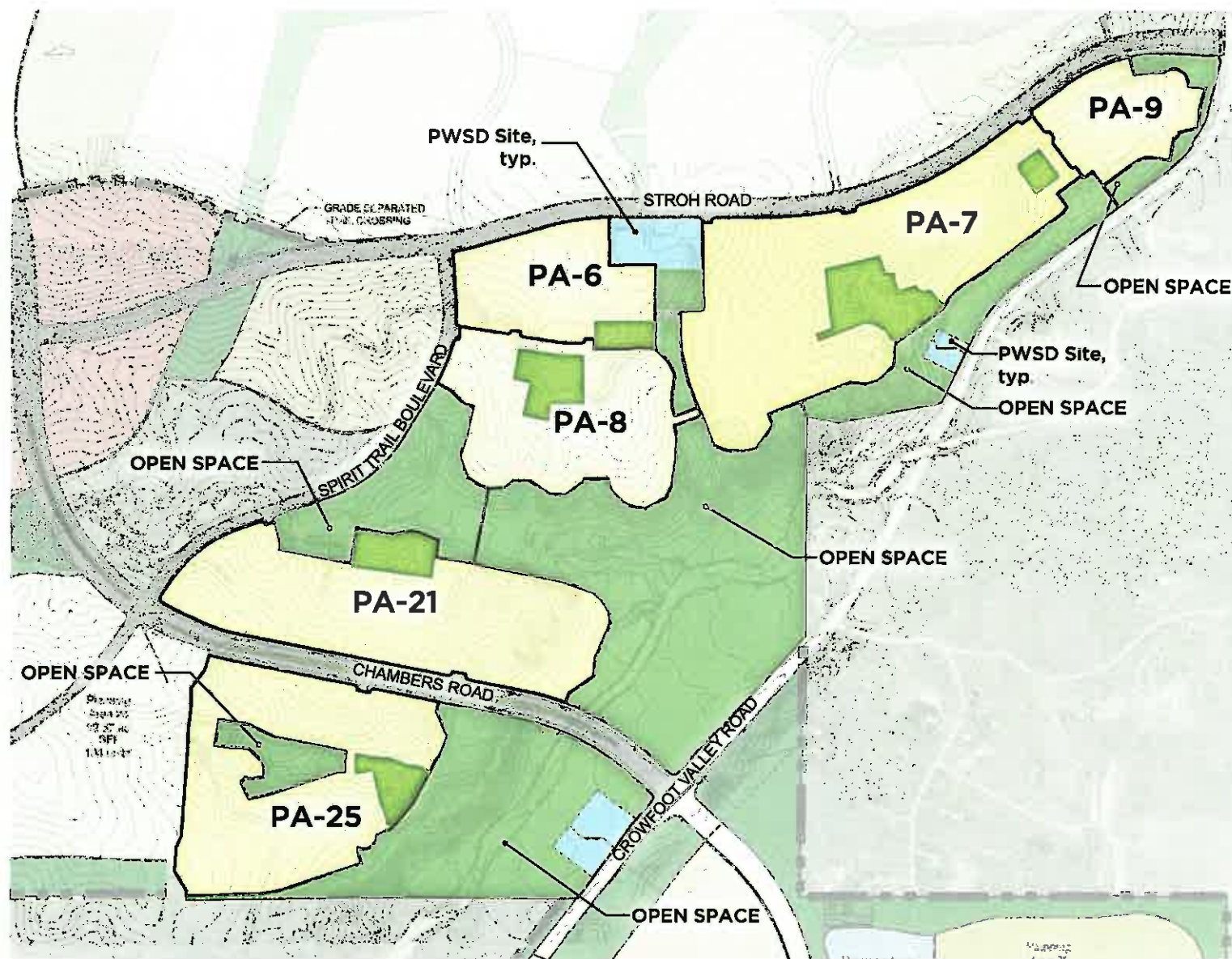
51 Units
11.65 Acres

Planning Area 21

129 Units
41.28 Acres

Planning Area 25

120 Units
36.86 Acres





TRAIL CONNECTIVITY PLAN

Regional Trail
(in scope)
10' min. multi-use trail



Note: Trails shall be designed with a minimum thickness of six (6) inches of CDOT Class B or D Portland cement concrete

Local Trail
8' min. multi-use trail



Underpass Trail Crossing



Soft Surface Trail
2' min. trail



Note: Soft surface trails shall be made of native surface and single track (typ.)

Note:
Conceptual Plan for
Illustrative Purposes only



OPEN SPACE PLAN DATA

Hess Ranch Development Plan - Open Space				
Open Space Area	Planning Area	Planning Area Acres	Open Space Acres Approved PD	Open Space Acres Proposed PD
12	6	17.43	7.36	7.63
13	7	52.84	19.24	13.24
14	8	28.02	55.52	57.72
15	9	11.65	3.26	3.9
11	21	41.28	11.55	15.18
16	25	36.86	29.93	39.15
TOTAL		188.08	126.86	136.82



Note:
Conceptual Plan For
Illustrative Purposes only

DRAINAGE INFORMATION



LOOKING GLASS

ILLUSTRATIVE DRAINAGE PLAN



Note:
Conceptual Plan For
Illustrative Purposes only

PARK ACREAGE DATA & WALKABILITY

PA 6 - Park A
1.51 Acres

PA 7 - Park A
5.6 Acres

PA 8 - Park 8
3.29 Acres

PA 9 - Park A
0.99 Acres

PA 21 - Park A
3.11 Acres

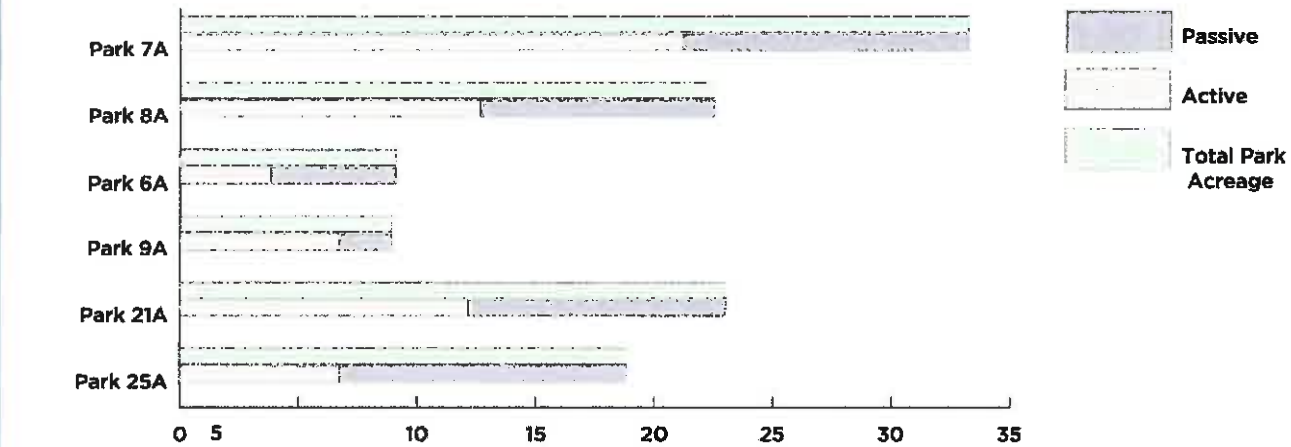
PA 25 - Park A
2.54 Acres



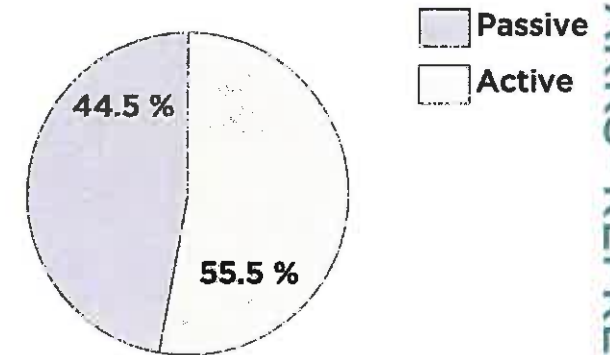
Note:
Conceptual Plan For
Illustrative Purposes only



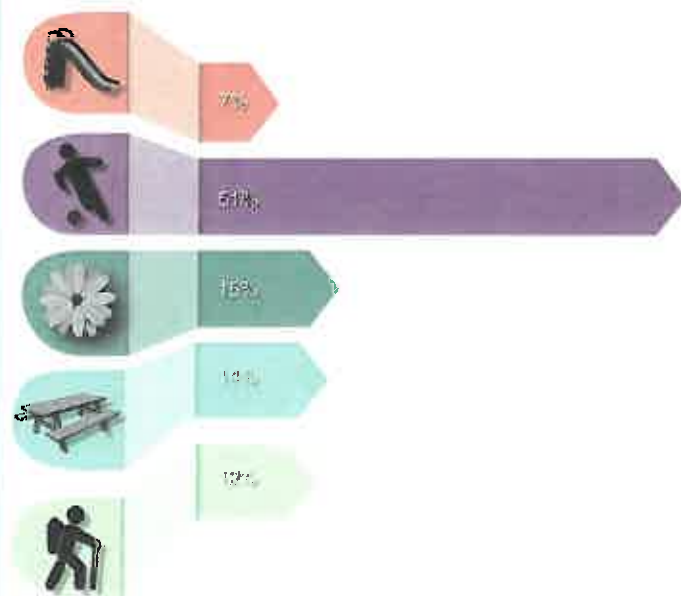
LOOKING GLASS



OVERALL ACTIVE VS. PASSIVE USAGE



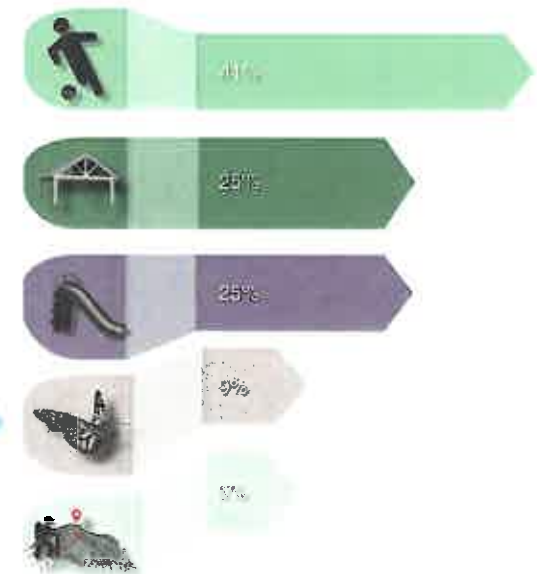
PLANNING AREA PARK 7A



PLANNING AREA PARK 8A

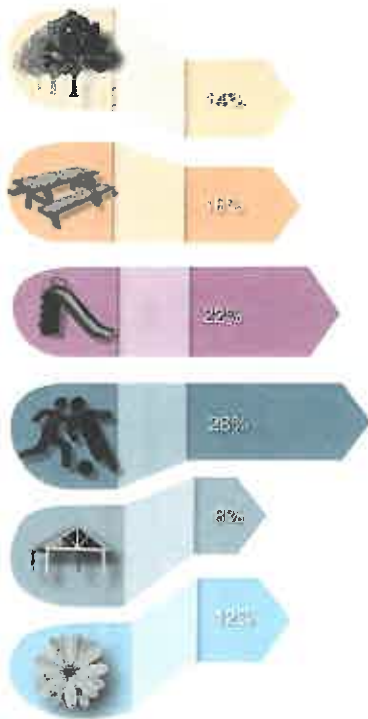


PLANNING AREA PARK 6A

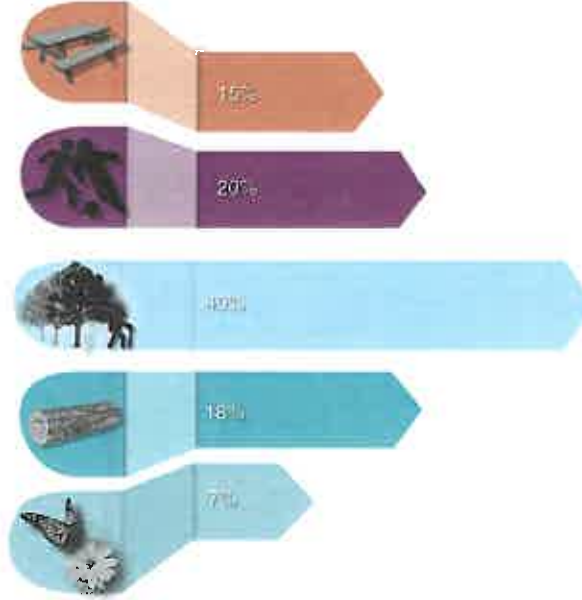


Note:
Conceptual Plan For Illustrative
Purposes only

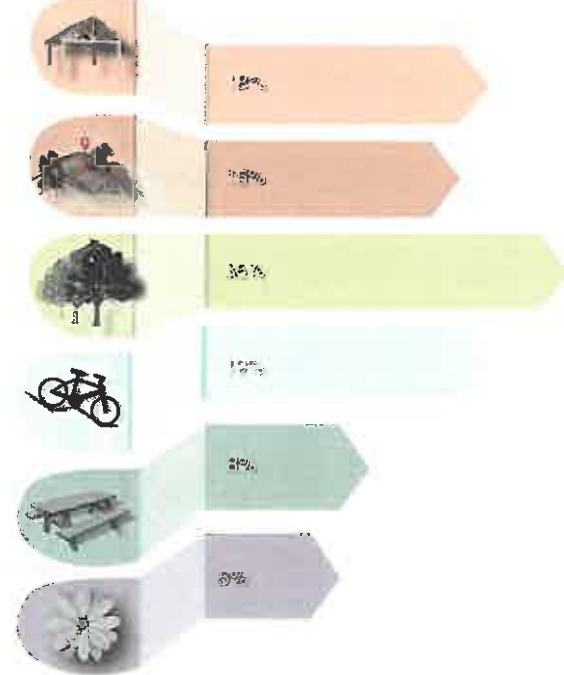
PLANNING AREA PARK 9A/B



PLANNING AREA PARK 21A



PLANNING AREA PARK 25A



POTENTIAL PROGRAM HIGHLIGHTS

Activities are broken down per park within the Looking Glass neighborhood. Active engagements range from running, dog walking and hiking, to open field play, volleyball and gardening. Passive activities include picnic gatherings and scenic overlooks. These diagrams breakdown each park and the potential program highlights.

Note:
Conceptual Plan- For Illustrative
Purposes only



LOOKING GLASS

PA PARK 7A- DESIGN INTENT

Planning Area Park 7A serves as a focal point of interest of the Looking Glass neighborhood. Due to the park's proximity to the entry drives and regional trail access, Park 7A amenities lend themselves to a structured, fully programmed park including a playground and shelter to host neighborhood events. A drainage swale through the park provides a natural amenity with a loop trail

POTENTIAL PROGRAM HIGHLIGHTS

- Playground
- Play Field
- Park Shelter
- Loop trail
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 5.6

(Based on 206 Dwelling Units (DUs))

Note

Conceptual Plan- For Illustrative Purposes only



PA PARK 8A- DESIGN INTENT

Planning Area Park 8A also serves as a point of interest in the Looking Glass neighborhood. Due to the park's proximity to entry drives, regional trail access, and terrain, 8A boasts a play field and playground, as well as a park shelter and picnic area while preserving existing vegetation.

POTENTIAL PROGRAM HIGHLIGHTS

- Playground
- Play Field
- Park Shelter
- Picnic Area
- Interpretive Signage
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 3.29
(Based on 82 DUs in PA 8)

Note
Conceptual Plan- For Illustrative
Purposes only





PA PARK 6A- DESIGN INTENT

Planning Area Park 6A features a playground, community shelter and open play field. The park trail also connects to the regional trail to the south.

POTENTIAL PROGRAM HIGHLIGHTS

- Playground
- Picnic Shelter
- Interpretative Signage
- Display Garden
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 1.51
(Base on 90 DUE in PA 6)



PA PARK 9A- DESIGN INTENT

Planning Area Park 9A faces Stroth Road and are surrounded by family oriented lots. The park is in close proximity to the Regional Trail. Highlights of Park 9A include a tree allee as an entry statement, a playground, an open lawn large enough for informal volleyball, and a picnic shelter. The park is intended as a play area for families.

POTENTIAL PROGRAM HIGHLIGHTS

- Tree Allee
- Display Garden
- Playground
- Picnic Shelter
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 0.99
(Based on 51 DUs)

Note:
Conceptual Plan- For Illustrative
Purposes only





LOOKING GLASS

PLANNING AREA 21: PARK A

17

PA PARK 21A DESIGN INTENT

Planning Area Park 21A is framed by the Regional Trail and serves as a linear park with terrain that lends to a gathering area, a 'natural play' playground and an expanse of soft surface trails. The site has mature vegetation and is adjacent to the Lemon Gulch tributary.

POTENTIAL PROGRAM HIGHLIGHTS

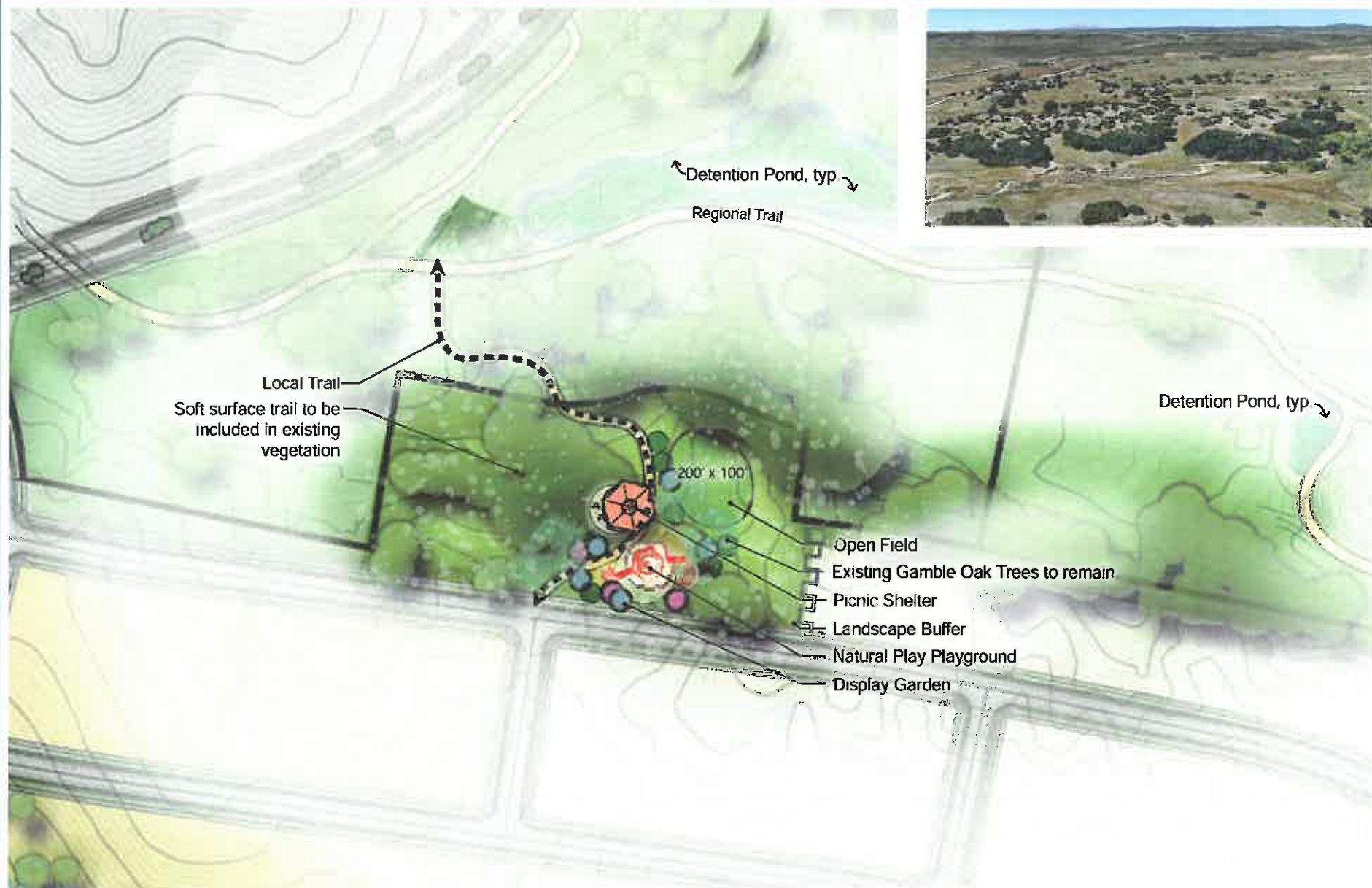
- Soft Surface Trails within Existing Vegetation
- 'Natural Play' Playground
- Picnic Shelter
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 3.11
(Based on 129 DUs)

Notes:
Conceptual Plan- For Illustrative
Purposes only







LOOKING GLASS

PA PARK 25A DESIGN INTENT

Planning Area 25A features a challenging expanse of landscape. Through preservation of existing trees along prominent ridgelines, views of Pike's Peak are highlighted through soft surface trails and a nature overlook. The gathering area provides a bike maintenance station before venturing onto the Regional Trail.

POTENTIAL PROGRAM HIGHLIGHTS

- Hiking/Running Trails with Interpretative Signage
- Gathering Area
- Scenic Overlook
- Bike Maintenance Station
- Connectivity to Regional Trail and Open Space

LAND USE

Acreage: 2.54
(Based on 120 DUs)

Note
Conceptual Plan- For Illustrative
Purposes only



PLANNING AREA 25: PARK A



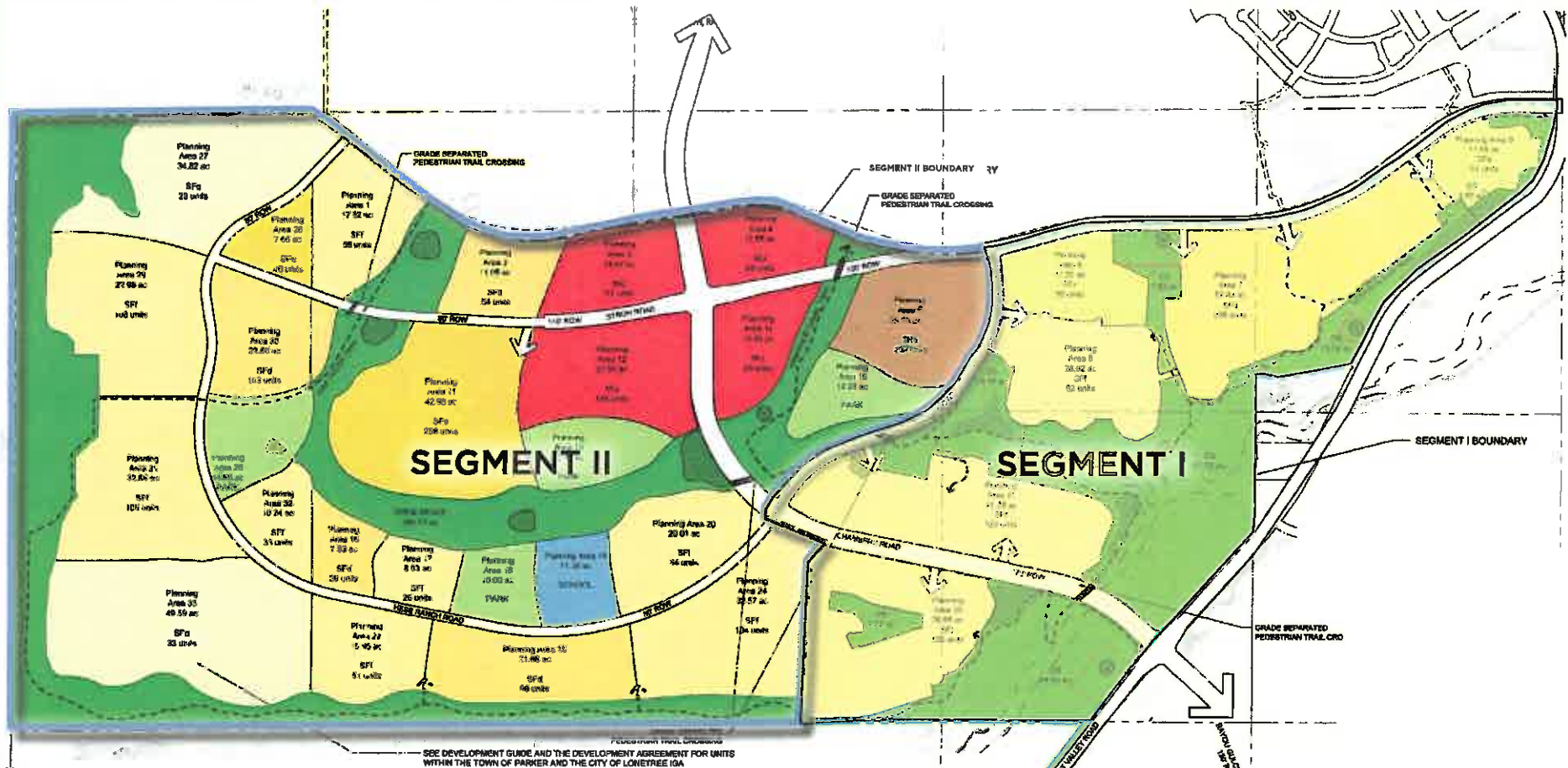
PARKS, TRAILS & OPEN SPACE MASTER PLAN SEGMENT II



LOOKING GLASS
PARKER • CO 20



APPROVED HESS RANCH PD AMENDMENT I; SEGMENT II



Notes:

Future Builders of Planning Areas 22, 23, 24, 25, and 33 are advised that trail connections through these planning areas may be designed in conjunction with subdivision proposals upon these planning areas. These trail connections are intended to connect from the Lemon Gulch Trail along the Hess Ranch southerly boundary, internally through these fillings, ultimately to the open space corridor located north of Planning Areas 16, 17, 18, 19, 20, and 32, and secured as part of Subdivision Improvement Agreement for residential fillings upon these specified Planning Areas.

Similarly, future builders of Planning areas 16, 17, 18, 19, 20, and 32 are advised that each filling may be required to contribute a pro-rata share for the cost of construction an internal trail within the open space corridor which abuts the aforementioned planning areas and connect the Oak Gulch Regional Trail with the Arapahoe Canal Regional Trail. This contribution will be determined at the time of Final Plat for each planning area, and specified in the Subdivision Improvement Agreement for each planning area.





LOOKING GLASS

SEGMENT II- TRAIL CONNECTIVITY PLAN

PROPOSED TRAIL PLAN

Approved Regional Trail (Not Built)
10' min. multi-use trail

Note:
Grade should be designed with an minimum thickness of one (6) inches of CSOT Class B or D Portland cement concrete.

Proposed Local Trail
8' min. multi-use trail

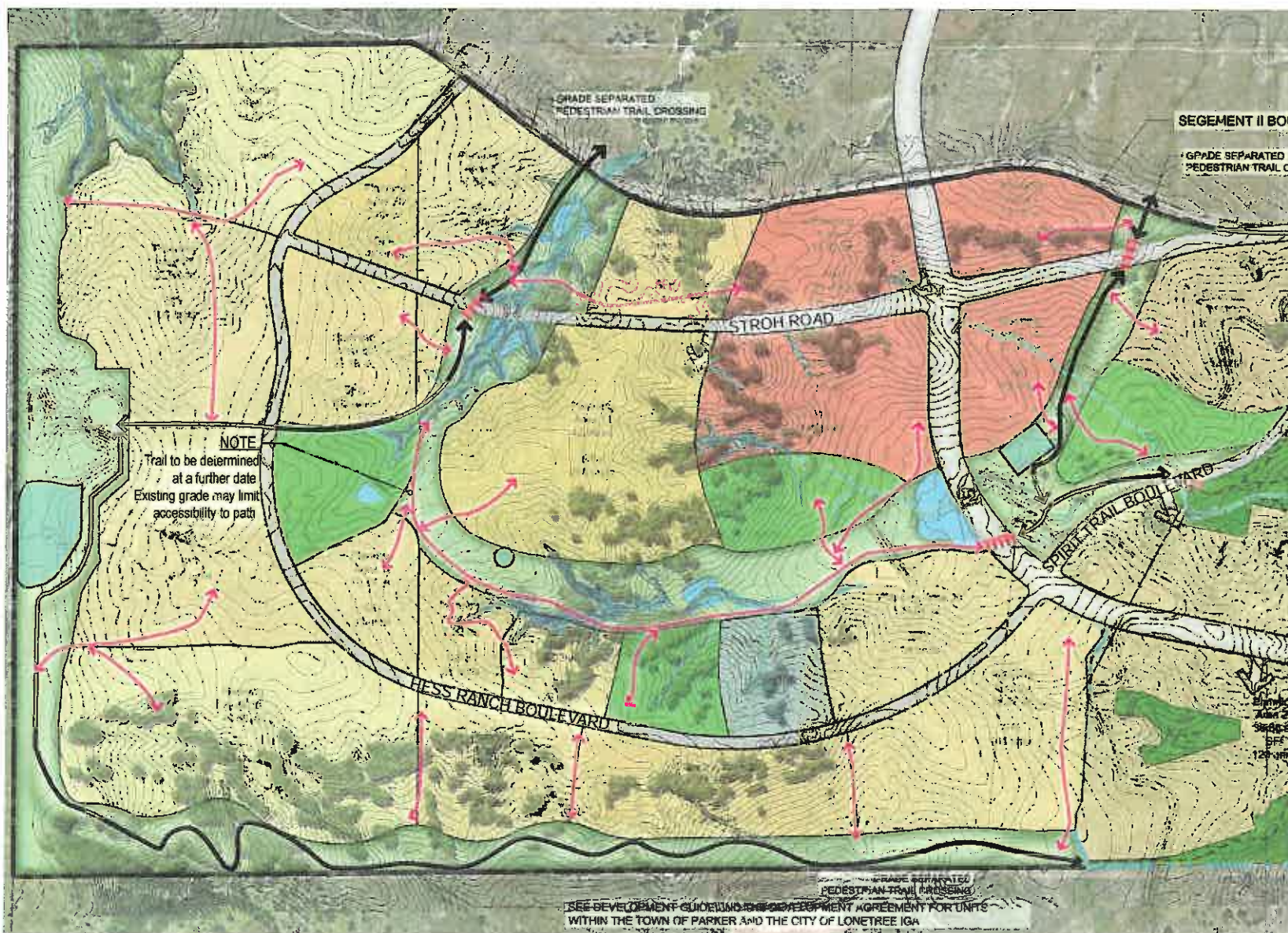
Potential Path
Pending Grading Constraints

Underpass Trail Crossing

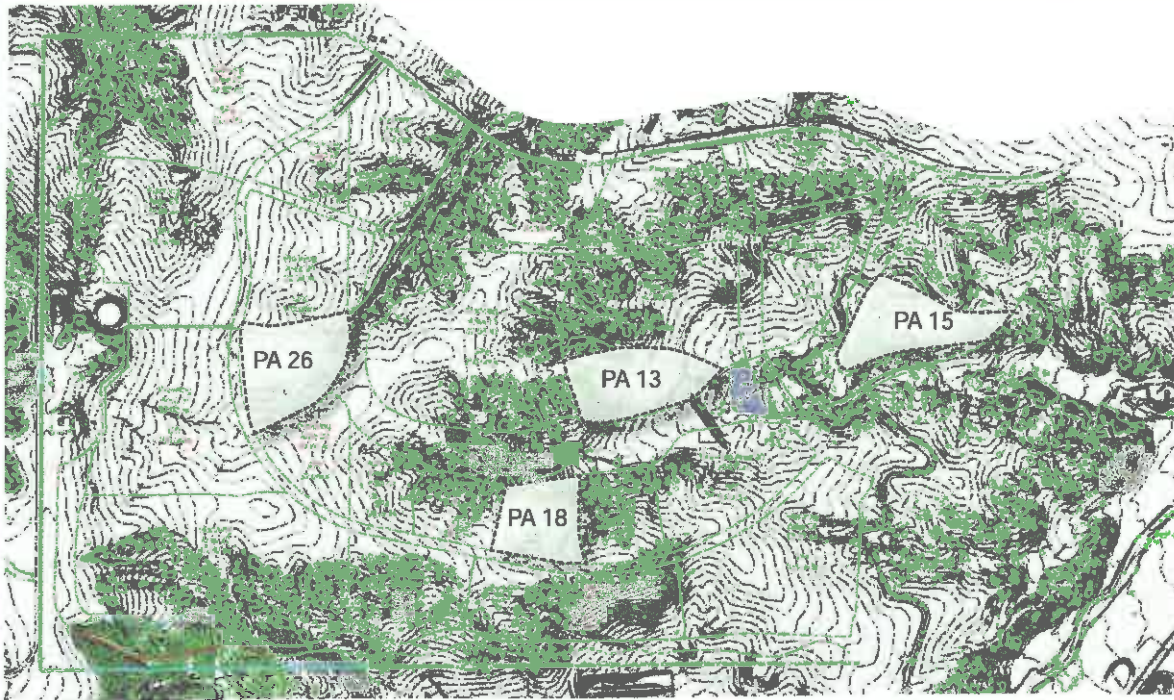
Park

Open Space

Note:
Conceptual Plan For Illustrative Purposes only



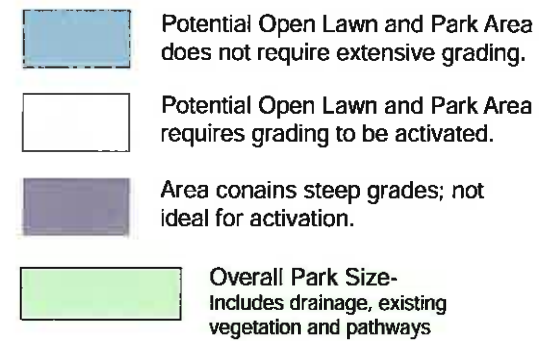
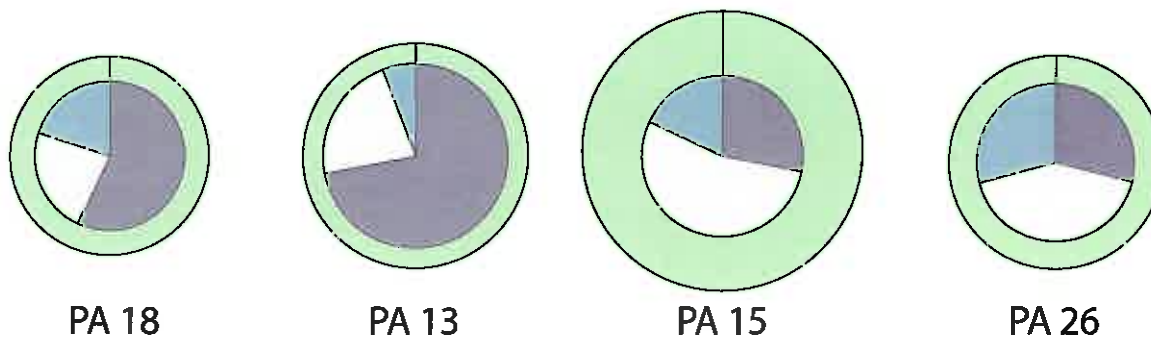
SEE DEVELOPMENT GUIDELINES AND DEVELOPMENT AGREEMENT FOR UNITS WITHIN THE TOWN OF PARKER AND THE CITY OF LONETREE IGA

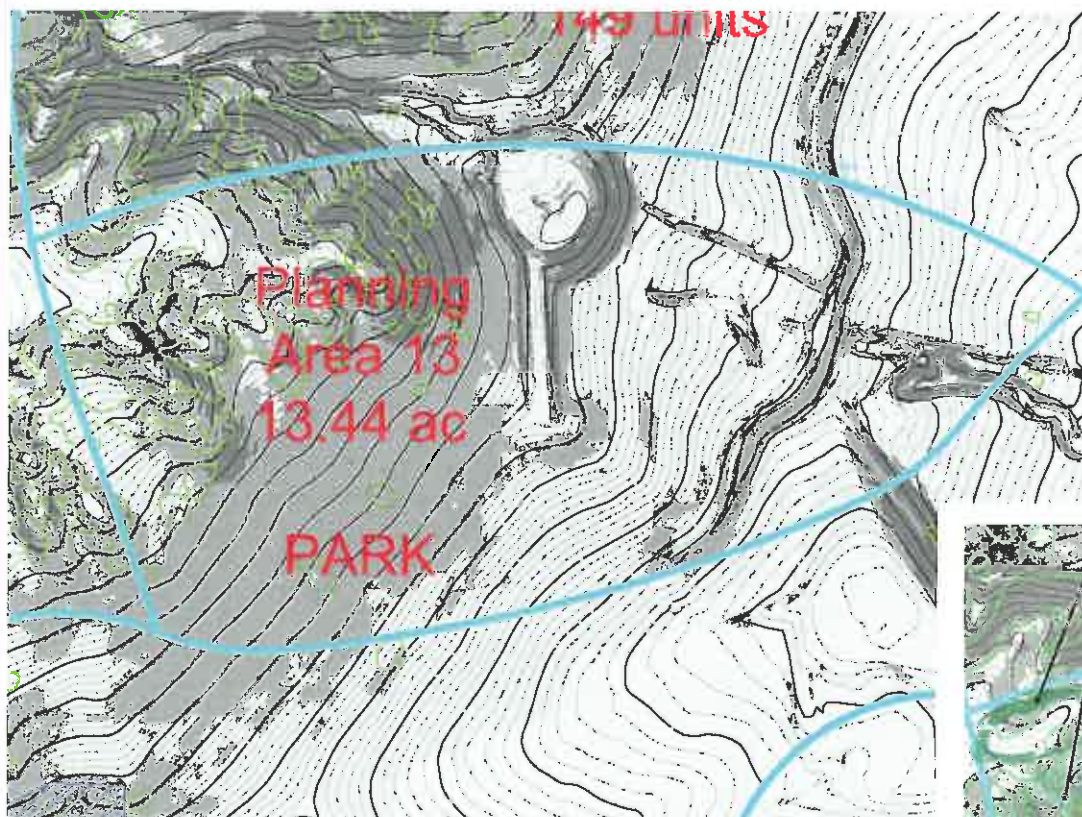


NOTE:

PLANNING AREAS 13, 15, 18 and 26

- Planning Areas 13, 15, 18 and 26 will be developed by the Property Owner. If the developed park area is greater than 10 acres, ownership and maintenance of each developed Park Area shall be determined as provided by the Annexation Agreement.

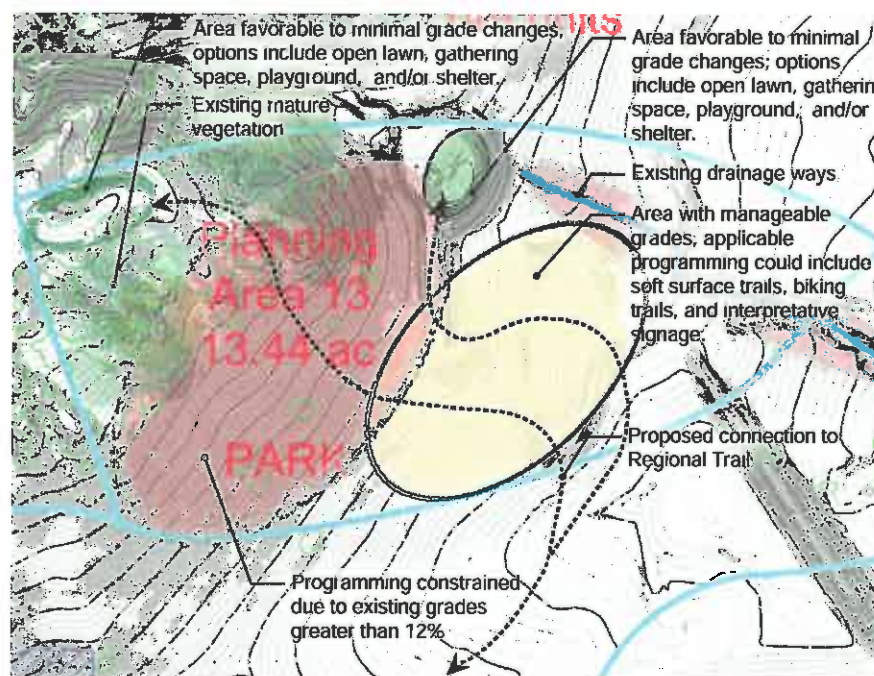


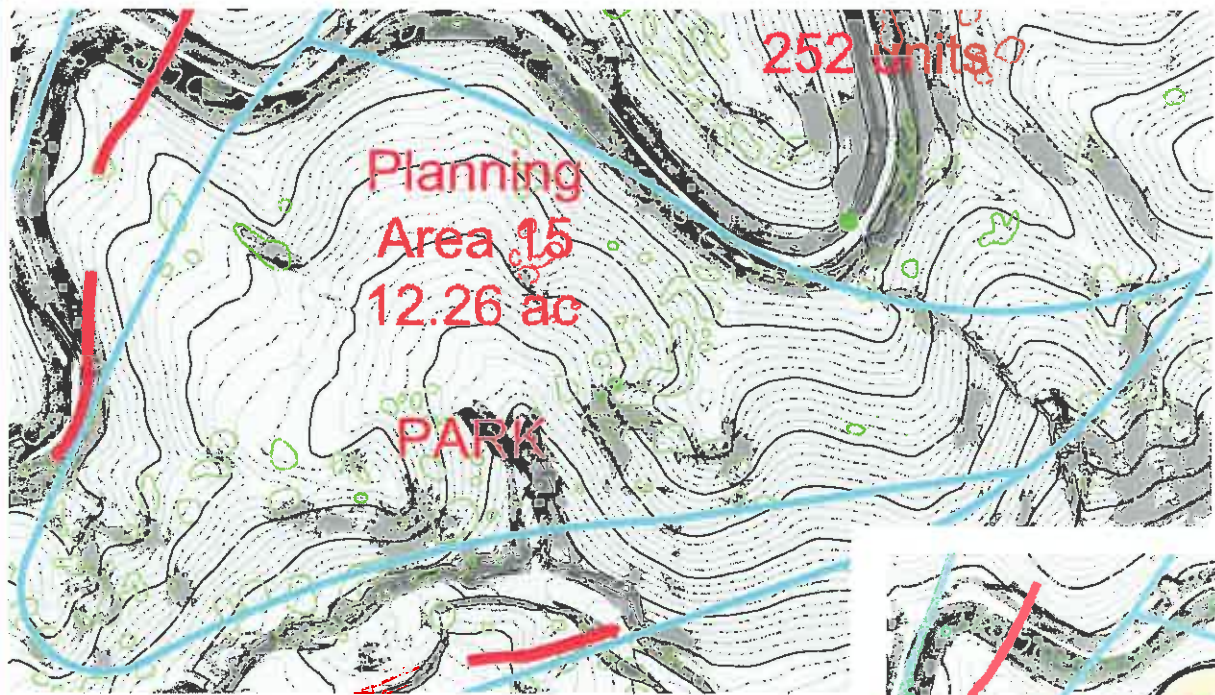


EXISTING CONDITIONS

LEGEND

0%-6% SLOPE	6%-12% SLOPE	REGIONAL DETENTION POND
12%-20% SLOPE	>20% SLOPE	PROPOSED TRAIL
PLANNING AREA BOUNDARY	EXISTING VEGETATION	





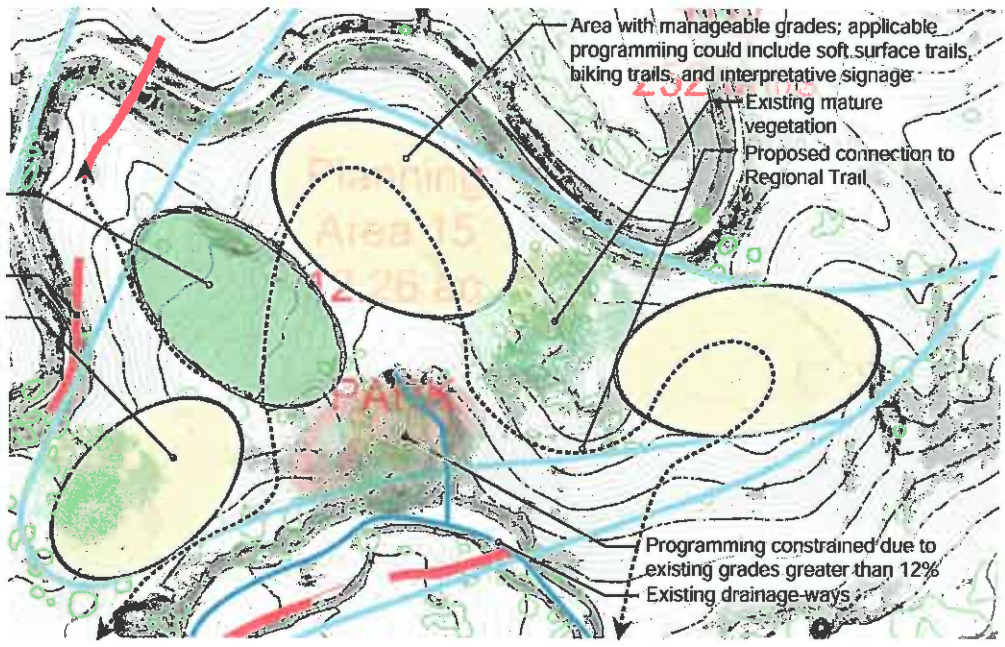
Area favorable to minimal grade changes; options include open lawn, gathering space, playground, and/or shelter.

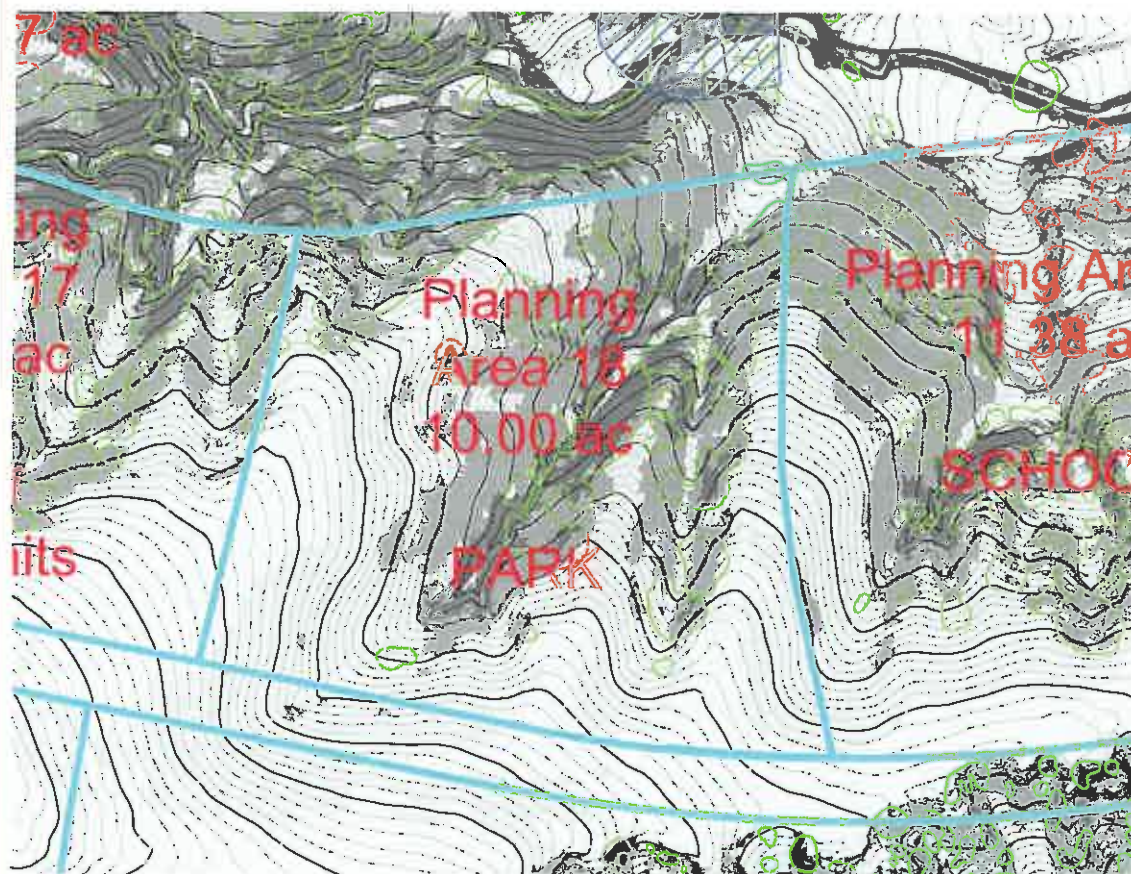
Proposed Regional Trail

Area with manageable grades; applicable programming could include soft surface trails, biking trails, and interpretative signage.

EXISTING CONDITIONS

LEGEND		
0%-8% SLOPE	8%-12% SLOPE	REGIONAL DETENTION POND
12%-20% SLOPE	>20% SLOPE	PROPOSED TRAIL
PLANNING AREA BOUNDARY	EXISTING VEGETATION	

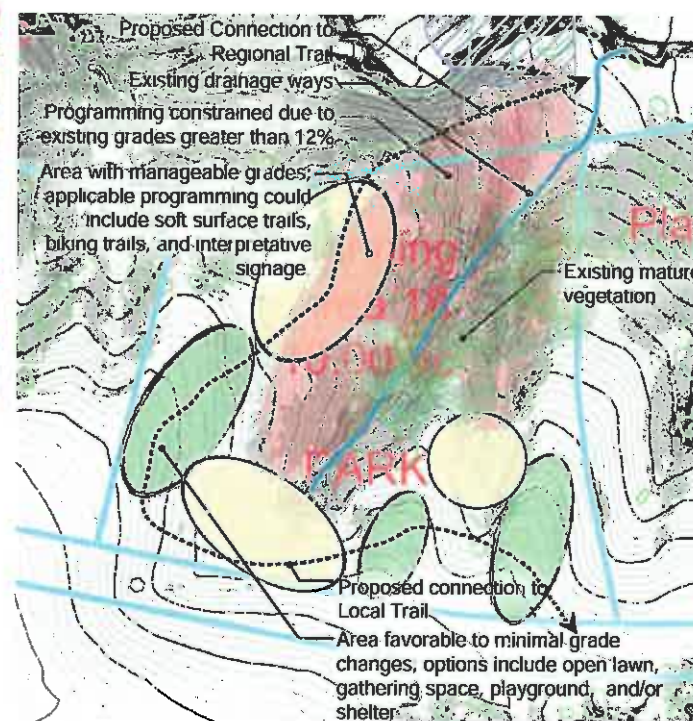


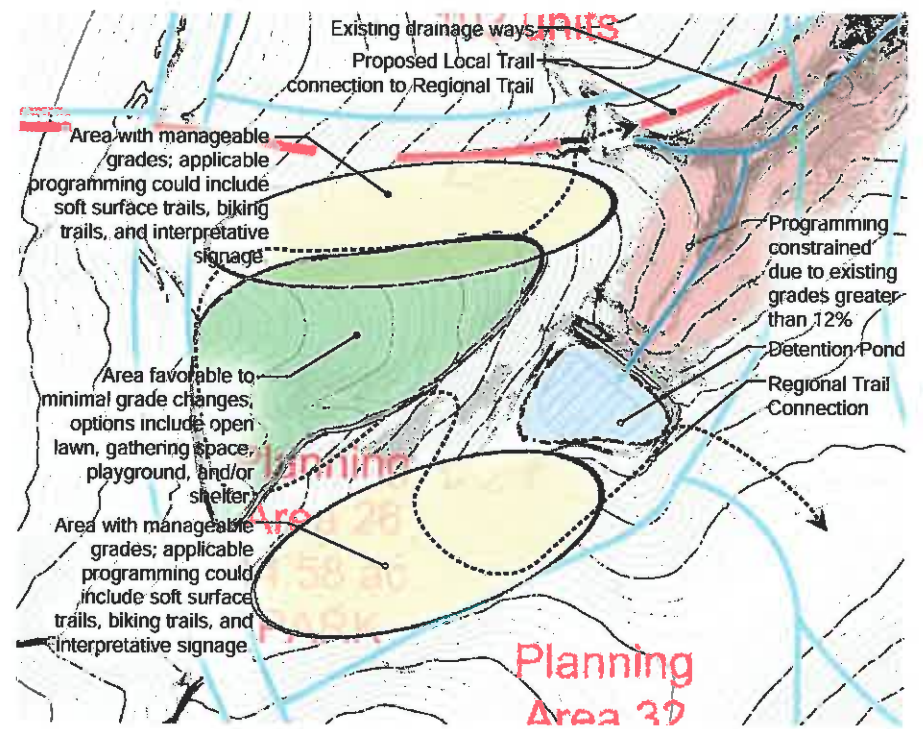
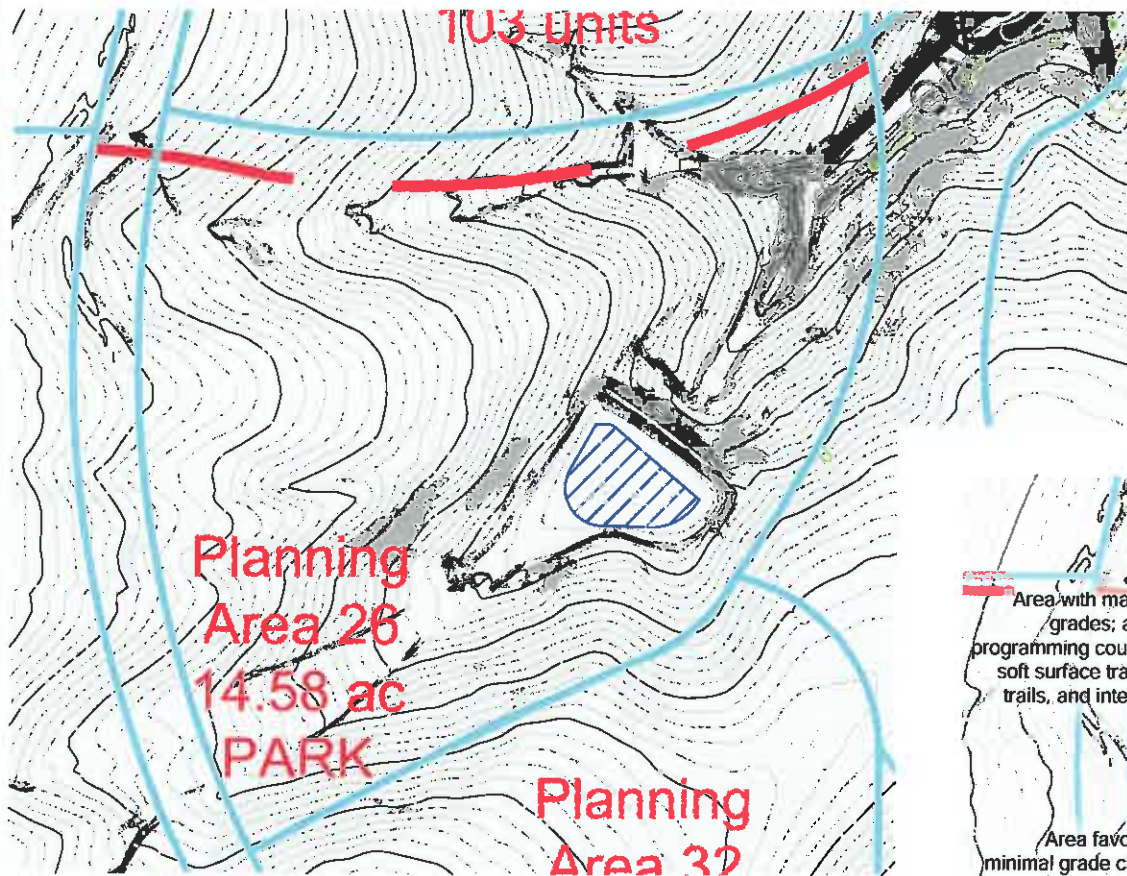


EXISTING CONDITIONS

LEGEND

0%-8% SLOPE	8%-12% SLOPE	REGIONAL DETENTION POND
12%-20% SLOPE	>20% SLOPE	PROPOSED TRAIL
PLANNING AREA BOUNDARY	EXISTING VEGETATION	





EXISTING CONDITIONS

LEGEND

0%-5% SLOPE	6%-12% SLOPE	REGIONAL DETENTION POND
12%-20% SLOPE	>20% SLOPE	PROPOSED TRAIL
PLANNING AREA BOUNDARY	EXISTING VEGETATION	



LOOKING GLASS



LOOKING GLASS

EXHIBIT 8

Planning Areas 3, 4, 12 and 14 – The MU Mixed-Use Planning Areas

1. The Development Plan and Guide shall be amended so that the following paragraph will be inserted into Section III – Land Use Regulations, Subsection H – Mixed Use, Section 1:

Market conditions may not immediately warrant the development of commercial/retail centers, so in order to assure that a portion of the MU Mixed-Use Planning Areas is ultimately developed pursuant to the zoning set forth in this Development Guide, Sections III(H)2(a), Retail and/or III(H)2(b), Commercial Convenience Grocery (collectively, the “Commercial Zoning”), a minimum of one third (1/3) of the developable land area included in the MU Mixed-Use Planning Areas 3, 4, 12 and 14 shall be developed exclusively for commercial uses pursuant to the Commercial Zoning (the “Commercial Area”). The required Commercial Area must be located in at least two (2) of the MU Mixed-Use Planning Areas. Notwithstanding the requirement of the Commercial Area, the total number of residential units for the MU Mixed-Use Planning Areas as described in the Hess Ranch Development Chart contained in the Development Plan shall be preserved, and Property Owner shall have the option to transfer unused residential yield, if any, from the Commercial Area to other MU Mixed-Use Planning Areas. After any such transfer, if any residential yield remains, developer shall have the option to transfer the remaining unused residential yield to residential Planning Areas (not to include Planning Areas 6, 7, 8, 9, 21 or 25) but no such transfer may increase the residential yield in any such residential Planning Area by more than 20% as provided in Section 1, Part C of the Development Guide. A note will be added to the Development Plan to described the commitment to provide the Commercial Area, which shall state as follows:

“The future development of Planning Areas 3, 4, 12 and 14 shall incorporate commercial use and development as enumerated by the Hess Ranch Development Guide on a minimum of one-third (1/3) of the developable area within these Planning Areas as provided by Town of Parker Resolution No. 19-028, Series of 2019”.

2. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed Use Planning Areas. The determination to transfer residential yield shall be made concurrently with the approval of said Development Sketch and Preliminary Plan for Segment 2 (or Segment 2A, as applicable).
3. The requirement to provide a Commercial Area shall be deemed to have been satisfied upon Town Council approval of the application for the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan which designates the Commercial Area within the MU Mixed Use Planning Areas. The Property Owner shall have no obligation to agree to a Commercial Area any greater area than one-third (1/3) of the developable area, and the Town shall have no right to require that greater than one-third (1/3) of the developable area be Commercial Area.

4. **Mixed-Use Development:** The Parker 2035 Master Plan recommends mixed-use development within Planning Areas 3, 4, 12 and 15 and vertical mixed-use development is encouraged within the area to be reserved, zoned and used for future commercial development. A density bonus of ten percent (10%), not to exceed a total of 36 dwelling units, shall be available to support vertical mixed-use development(s) consisting of ground floor commercial use with multifamily residential use on the upper floors within Planning Areas 3, 4, 12 and 14, subject to the approval of the Planning Director. This provision shall be incorporated into the amendment to the Development Plan and Guide described in paragraph 6 of this Resolution.
5. Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan Scope of Work for the Commercial Area shall be incorporated into the amendment to the Development Plan and Guide described in paragraph 6 of this Resolution:

- a. The purpose of this section is to provide the methodology for evaluating and determining the required Commercial Area constituting a minimum one-third (1/3) of the developable land within the MU Mixed-Use Planning Areas 3, 4, 12 and 14. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan, which Development Sketch and Preliminary Plan shall include the MU Mixed-Use Planning Areas. This shall be achieved by the Property Owner's preparation of a concept plan in consultation with the Town illustrating the location and extent of the required Commercial Area for MU Mixed-Use Planning Areas 3, 4, 12 and 14 (the "Concept Plan"). The Concept Plan shall identify the required Commercial Area and provide an evaluation of the development envelope, roadway access, limits of environmentally sensitive areas, drainage/stormwater and grading. It shall form the basis of the required Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan with respect to the MU Mixed-Use Planning Areas 3, 4, 12 and 14 and shall address the following tasks:

- i. **Task 1:** Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1" = 100' illustrating the planning area limits for Planning Areas 3, 4, 12 and 14, existing topography, existing utility easements, natural features including steep slopes and 100-year floodplain, as well as adjacent planning areas.

- ii. **Task 2:** Prepare and submit a development envelope map consistent with Section 13.07.060(f)(10) of the Code illustrating the future upland developable area(s) for Planning Areas 3, 4, 12 and 14 located outside of areas unsuitable for development, such as 100-year floodplain, steep slopes and utility corridors/easements.

- iii. **Task 3:** Prepare and submit an access map addressing the Town's *Roadway Design and Construction Criteria Manual* for Planning Areas 3, 4, 12 and 14 showing limits of access upon all roadway frontages and feasible public access points for the MU Mixed-Use Planning Areas.

iv. **Task 4:** Prepare and submit a conceptual drainage/stormwater map consistent with Town's *Storm Drainage and Environmental Criteria Manual* that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Areas 3, 4, 12 and 14. Identify the projected location and extent of future site-generated drainage necessary to accommodate future development based upon known site characteristics, such as grading, topography and soil conditions for the MU Mixed-Use Planning Areas.

v. **Task 5:** Prepare and submit a conceptual overlot grading map consistent with Town's *Storm Drainage and Environmental Criteria Manual* and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Areas 3, 4, 12 and 14 necessary to support development, including contours, slopes and direction of stormwater flow.

vi. **Task 6:** The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/stormwater limits and overlot grading for Planning Areas 3, 4, 12 and 14. The Concept Plan shall serve as the basis for evaluation of the appropriate location and extent of the required Commercial Area upon a minimum one-third (1/3) of the developable land within the MU Mixed-Use Planning Areas.

vii. **Task 7:** Divide Planning Areas 3, 4, 12 and 14 into two subareas each: one for the required commercial use upon a minimum one-third (1/3) of the developable land and the other for the remainder which shall retain the existing mixed-use zone designation. In the alternative, the applicant may elect to satisfy the requirement to zone a minimum of one-third (1/3) of total developable land of Planning Areas 3, 4, 12 and 14 by allocating the commercial zoning across no less than two (2) MU Mixed-Use Planning Areas; each of which shall be divided as described herein.

viii. **Task 8:** Prepare and submit a table of permitted commercial uses consistent with the existing MU Mixed-Use Planning Areas contained in the current Hess Ranch Development Plan and Guide and identify any requested revisions by addition, deletion or modification for Town approval.

ix. **Task 9:** Upon review and direction by Town staff, utilize the Concept Plan to prepare and submit a complete application for the Segment 2 (or Segment 2A, as applicable) Sketch and Preliminary Plan that addresses the required Commercial Area, Condition 6 and Exhibit 8 of this Resolution, including, but not limited to, Condition h (Task 7 above) and this Exhibit.

b. **Compliance with the Requirement:** The requirement to provide for future commercial use upon a minimum of one-third (1/3) of the developable area of the MU-Mixed Use Planning Areas 3, 4, 12 and 14 shall be deemed to have been satisfied upon successful completion of the Concept Plan Scope of Work described herein and Town Council approval of the Segment 2 (or Segment 2A, as applicable) Development Sketch

and Preliminary Plan consistent with Condition vii (Task 7 above) and of this Exhibit 8; provided, however, that Property Owner may, at its option, provide the Concept Plan consistent with Task 6 above with the submittal of the Development Sketch and Preliminary Plan for the MU Mixed-Use Planning Areas 3, 4, 12 and 14.



Request for Town Council Action

Date: May 6, 2019

Submitted By: Tom Williams, Director Eng/PW
Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **Lemon Gulch Contribution Agreement**

EXECUTIVE SUMMARY

The Town and Urban Drainage and Flood Control District have determined that it is in the best interest of both entities to require the developer to provide funding for the design and construction of improvements to the two major drainageways located on the Hess Ranch property (Lemon Gulch and Lemon Gulch Tributary) in lieu of designing and constructing the improvements as a part of the development. The Town and Urban Drainage and Flood Control District believe that this arrangement will allow the improvements to be designed and constructed by consultants and contractors that are experts in their field and familiar with the requirements of each entity. This will result in infrastructure that will be sustainable for the Town and District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town and Urban Drainage and Flood Control District have worked with the developer to determine the costs for engineering design of the improvements to Lemon Gulch and Lemon Gulch Tributary. The Town and District have engaged an engineer to provide a scope of work and associated fee for design, which is attached to the agreement. This agreement will allow the Town to accept the funds and put forward an intergovernmental agreement with the District to transfer the funds to the District. The District will manage the design and construction of the improvements and provide long-term maintenance assistance.

FINANCIAL IMPACT

The developer is providing the funds so there is no impact to the Town budget.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Lemon Gulch Contribution Agreement

RECOMMENDED MOTION

I move to approve the Lemon Gulch Contribution Agreement.

AGREEMENT REGARDING DESIGN AND PERMITTING FOR LEMON GULCH AND TRIBUTARY IMPROVEMENTS

THIS AGREEMENT REGARDING DESIGN AND PERMITTING FOR LEMON GULCH AND TRIBUTARY IMPROVEMENTS (this “**Agreement**”) is made as of _____, 2019 (the “**Effective Date**”), by and between JEN Colorado 18 LLC, a Colorado limited liability company (“**Applicant**”), and the TOWN OF PARKER, a Colorado home rule municipal corporation (the “**Town**”). The Applicant and the Town are collectively referred to herein as the “**Parties**.”

Recitals

A. The Applicant is the owner of certain real property consisting of 1,135.11 acres, located outside of the Town, described on **Exhibit A** attached hereto and incorporated by this reference (the “**Property**”).

B. The Property contains a portion of a watercourse commonly known as “Lemon Gulch.” Stormwater from the Property currently sheet flows from the Property into Lemon Gulch. The Property is also bisected by a watercourse commonly known as “Lemon Gulch Tributary”. Stormwater from the Property also currently sheet flows from the Property into Lemon Gulch Tributary. This agreement is for that portion of Lemon Gulch and Lemon Gulch Tributary located within Segment 1 of the Property, as described as Planning Areas 6, 7, 8, 9, 21 and 25 of the Development Plan and Guide for the Property, which is Exhibit B attached hereto and incorporated by this reference. This Agreement does not address that portion of Lemon Gulch Tributary located within Segment 2 of the Property, which includes the remaining planning areas that are described in the Development Plan for the Property, excluding Segment 1, which are generally located west of the collector roadway known as Hess Ranch Road, including all adjacent rights-of-way and open space (the “Segment 2 Property”).

C. The Applicant has applied to the Town for approval of a sketch plan/preliminary plan for the Property (the “**Application**”) in order to allow the Applicant to develop infrastructure and nonbuildable tracts for a future residential community in accordance with the approved zoning for the Property (the “**Project**”). The Town has not yet approved any of the Applications.

D. In accordance with the Parker Municipal Code, the Town will require the Applicant to participate in the design, permitting and construction of certain improvements to Lemon Gulch and Lemon Gulch Tributary (collectively, the “**Lemon Gulch and Tributary Improvements**”), including, but not limited to, widening the existing floodplain, installing grade control structures, bioengineering bankfull channel stabilization with void-filled rip-rap, erosion control measures, including blankets, associated full spectrum detention pond improvements and revegetation of all disturbances caused by construction of improvements to Lemon Gulch and Tributary.

E. It is anticipated that the Urban Drainage and Flood Control District (the “**District**”) will design, permit, and construct the Lemon Gulch and Tributary Improvements concurrently with the processing of the Application and development of the Project; however, the Town will require the Applicant to pay for the Lemon Gulch and Tributary Improvements. In order to ascertain the scope of, and to estimate the total cost of construction of, the Lemon Gulch and Tributary

Improvements, which information is necessary in order for the Town, in cooperation with the District, to determine the scope of improvements that will be required in connection with the Application, the Town, in cooperation with the District, will be required to undertake certain design work in connection with the Lemon Gulch and Tributary Improvements prior to the approval of the Applications.

F. In order that the Town, in cooperation with the District, may commence design and permitting of the Lemon Gulch and Tributary Improvements, the Applicant has agreed to make a one-time payment to the Town in the amount set forth herein, on the terms and conditions more fully set forth herein.

Agreement

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Lemon Gulch and Tributary Improvements Payment. The Applicant hereby agrees to make a one-time payment in the amount of Four Hundred Eight Thousand Nine Hundred Thirty-Five Dollars (\$408,935) (the “**Lemon Gulch Design and Tributary Payment**”), on or before 5:00 p.m. Mountain Time on the date which is three (3) business days after the Effective Date. In the event the Lemon Gulch Design and Tributary Payment is not timely made pursuant to this Section 1, this Agreement will be void and of no further force and effect. The Parties agree that the Lemon Gulch Design and Tributary Payment is a nonrefundable payment, and the Town’s failure to approve the Application will not constitute a default by the Town in its performance of this Agreement.

2. Town Agreement with the District. Following the delivery of the Lemon Gulch Design and Tributary Payment, the Town will enter into an agreement with the District in the form of **Exhibit C**, which is attached hereto and incorporated by this reference (the “**District Agreement**”), and the Lemon Gulch Design and Tributary Payment shall be deposited with the District to design the Lemon Gulch and Tributary Improvements. To the extent the District has not disbursed the entirety of the Lemon Gulch Design and Tributary Payment for the Project as described in the District Agreement, the Town shall return such amount as provided by Paragraph 5 of the District Agreement.

3. Town’s Use of Payment. The Town’s use of the Lemon Gulch Design and Tributary Payment shall be limited to reimbursing the Town for engineering work completed by the Town related to the survey and preparatory work and engaging the District to conduct such survey and preparatory work as is required in order to fully design and engineer the Lemon Gulch and Tributary Improvements, as described in the District Agreement (the “**Work**”). The Town, in cooperation with the District, shall prepare a schedule for completion of the Work, and provide the Applicant with the opportunity to review and comment prior to commencement of the Work. The Town, in cooperation with the District, shall provide the Applicant with routine updates regarding the status of the Work, including an opportunity to review and comment on any written or graphic materials associated with the Work, and shall also provide the Applicant with copies of any invoices associated with the Work, as such invoices become

available. Notwithstanding the foregoing, the Applicant acknowledges that the District will have primary responsibility over the Work, and that the Town's ability to conduct the Work and provide information to the Applicant will be premised upon the District's ability to do the same.

4. No Further Payment Required. The Lemon Gulch Design and Tributary Payment referenced in Paragraph 1 shall constitute the Applicant's sole monetary responsibility for the design and engineering of the Lemon Gulch and Tributary Improvements, and the Town shall not require the Applicant to pay any additional amounts in connection with the Work. To the extent that the Applicant would be required to furnish design and engineering in connection with the Lemon Gulch and Tributary Improvements as a condition of approval of one or more application for the Project, the Applicant's performance of its obligations under this Agreement shall be deemed to satisfy such obligations. Notwithstanding the foregoing, the Applicant acknowledges that the Town will require, as a condition of approval of one or more application for the Project, one or more payments in the amount of the total cost of construction of the Lemon Gulch and Tributary Improvements, which amount will be ascertained as a result of the District's completion of the Work. After executing this Agreement, the Town and the Applicant shall work together in good faith as work progresses under the District Agreement to agree on the final projected cost of constructing the Work.

5. Legislative Authority. Nothing contained in this Agreement shall constitute or be interpreted as a waiver or abrogation of the Town's legislative, governmental or police powers to promote and protect the health, safety, or general welfare of the Town or its inhabitants. This Agreement does not constitute a delegation or waiver of the legislative or quasi-judicial authority of the Town Council to approve or deny the Applications. The Town's entry into this Agreement should not be construed so as to imply any forthcoming approval of the Applications or that either the Town or the Town Council has taken any position with respect to the Applications.

6. Counterparts. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. The Agreement with the original signature of the Applicant shall be delivered to the Town.

7. 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. This Agreement does not run with the land and shall not be recorded in the real property records of Douglas County.

8. Waiver of Breach. The waiver by any Party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

9. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersedes any prior oral or collateral agreements or understandings.

10. Amendment. This Agreement may be amended only by an instrument in writing signed by the Parties.

11. 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 Applicant and the Town, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement. It is the express intention of the Town and the Applicant that any person other than the Town or the Applicant and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. Governing Law, Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising from this Agreement shall lie with the Douglas County District Court.

13. Authorization of Parties' Representative. The undersigned hereby represent that they serve as representatives of the Party for which they have executed this Agreement and are fully authorized to execute this Agreement on behalf of such party.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

James S. Maloney, Town Attorney

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

**APPLICANT: JEN Colorado 18 LLC, a
Colorado limited liability company**

Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by _____ as _____ of JEN Colorado 18 LLC,
a Colorado limited liability company.

My commission expires: _____.

SEAL

Notary Public

EXHIBIT A

Legal Description of the Property

PARCEL A:

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 72.69 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS, SURVEY NO. LSP-2474, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING TEN (10) COURSES;

- 1) SOUTH 00 DEGREES 11 MINUTES 51 SECONDS WEST, A DISTANCE OF 83.90 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 21 MINUTES 48 SECONDS, A RADIUS OF 885.12 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00 DEGREES 54 MINUTES 22 SECONDS WEST, A DISTANCE OF 21.06 FEET);
- 3) SOUTH 13 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 317.67 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 4) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 44 SECONDS, A RADIUS OF 787.50 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17 DEGREES 06 MINUTES 29 SECONDS WEST, A DISTANCE OF 74.59 FEET) TO A POINT OF COMPOUND CURVATURE;
- 5) ALONG THE ARC OF SAID COMPOUND CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 11 MINUTES 52 SECONDS, A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 32 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 157.31 FEET);
- 6) SOUTH 52 DEGREES 36 MINUTES 46 SECONDS EAST, A DISTANCE OF 15.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 7) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15 DEGREES 50 MINUTES 42 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.89 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 33 SECONDS WEST, A DISTANCE OF 248.10 FEET);
- 8) SOUTH 53 DEGREES 13 MINUTES 54 SECONDS WEST, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVATURE;

9) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 25 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 35 MINUTES 12 SECONDS WEST, A DISTANCE OF 476.53 FEET)

10) THENCE SOUTH 25 DEGREES 56 MINUTES 29 SECONDS WEST, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND RECORDED AT RECEPTION NO. 9123329 OF THE AFOREMENTIONED RECORDS;

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

1) SOUTH 79 DEGREES 17 MINUTES 10 SECONDS WEST, A DISTANCE OF 645.52 FEET;

2) NORTH 78 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 197.27 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.72 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.48 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CROWFOOT VALLEY ROAD THE FOLLOWING SEVEN (7) COURSES:

1) THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 42 SECONDS, A RADIUS OF 3,761. 00 FEET, AND AN ARC LENGTH OF 118.92 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 38 SECONDS WEST, A DISTANCE OF 118.92 FEET);

2) SOUTH 40 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.65 FEET;

3) SOUTH 42 DEGREES 04 MINUTES 59 SECONDS WEST, A DISTANCE OF 958.65 FEET TO A POINT OF CURVATURE;

4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 07 MINUTES 22 SECONDS, A RADIUS OF 7,692. 00 FEET, AND AN ARC LENGTH OF 419.24 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 18 SECONDS WEST, A DISTANCE OF 419.18 FEET)

5) SOUTH 51 DEGREES 02 MINUTES 23 SECONDS EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

6) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 17 MINUTES 09 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.76 FEET (CHORD BEARS SOUTH 37 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 38 DEGREES 40 MINUTES 28 SECONDS WEST, A DISTANCE OF 79.41 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 01 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,275.59 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 89 DEGREES 30 MINUTES 19 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 5,281.90 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5 MONUMENTED BY A 2" ALUMINUM CAP STAMPED: LS 33202;

THENCE SOUTH 89 DEGREES 08 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.91 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 07 MINUTES 39 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.51 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 22088;

THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.13 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 24 SECONDS, A RADIUS OF 1,335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 21 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 09 SECONDS EAST, A DISTANCE OF 651.65 FEET; THENCE SOUTH 55 DEGREES 15 MINUTES 32 SECONDS EAST, A DISTANCE OF 412.26 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 02 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1,382.68 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81 DEGREES 02 MINUTES 05 SECONDS EAST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 52 SECONDS, A RADIUS OF 1,142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 30 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 415.03 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2,408.42

FEET, AND AN ARC LENGTH OF 1,091.14 FEET (CHORD BEARS SOUTH 88 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 58 SECONDS EAST, A DISTANCE OF 480.67 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET (CHORD BEARS NORTH 79 DEGREES 53 MINUTES 13 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 307.11 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN ARC LENGTH OF 555.20 FEET (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 11 SECONDS EAST, A DISTANCE OF 555.17 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24 DEGREES 24 MINUTES 53 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.39 FEET (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 35 SECONDS EAST, A DISTANCE OF 929.33 FEET); THENCE NORTH 52 DEGREES 19 MINUTES 22 SECONDS EAST, A DISTANCE OF 242.53 FEET;

THENCE NORTH 54 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 556.22 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32 DEGREES 01 MINUTES 27 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 22 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 30 MINUTES 54 SECONDS EAST, A DISTANCE OF 314.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 49,445,608 SQUARE FEET (1,135.11 ACRES), MORE OR LESS.

EXHIBIT B **Development Plan and Guide**

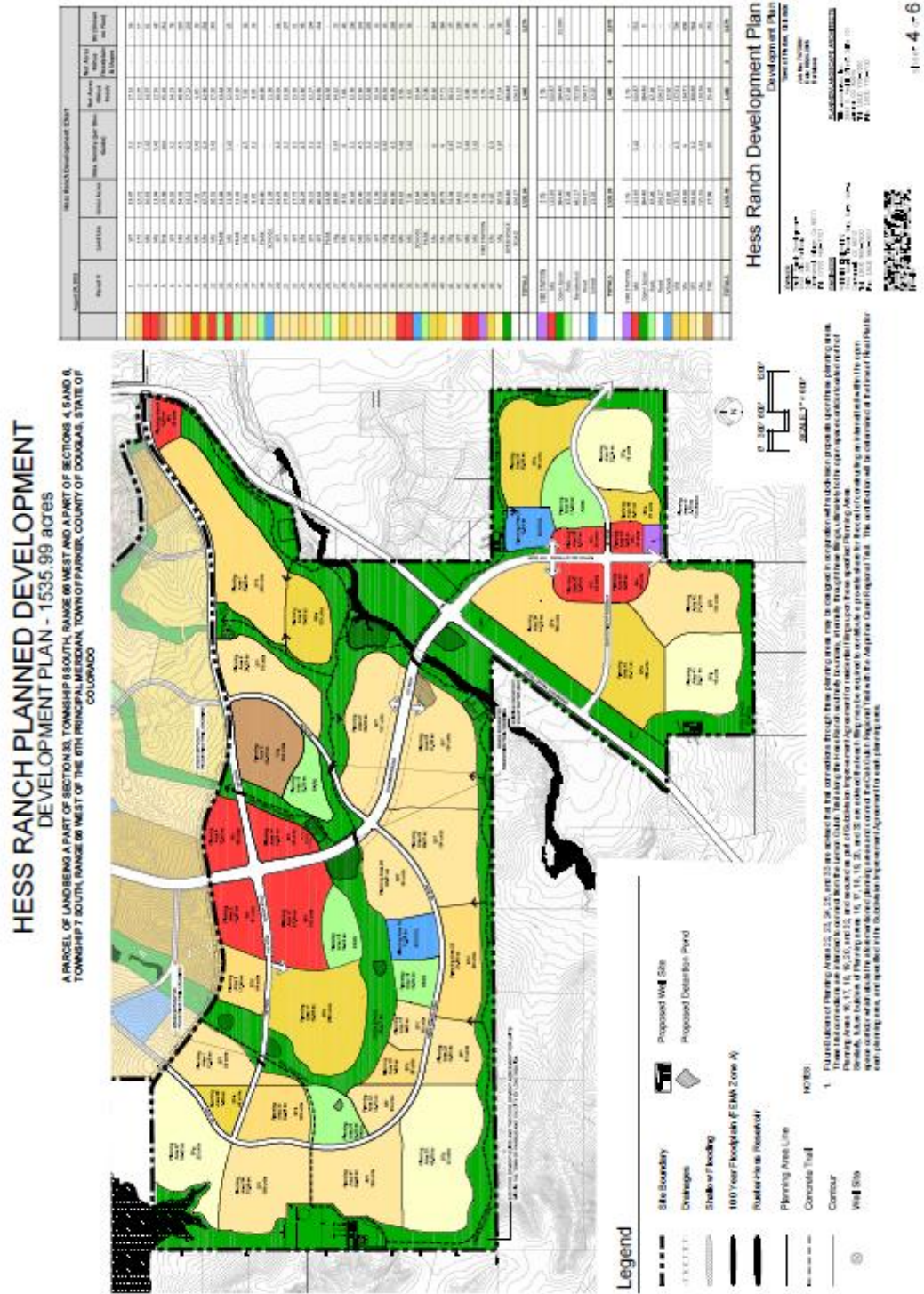


EXHIBIT C

AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD TOWN OF PARKER

Agreement No. 18-12.24
Project No. 107087

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

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Scott and Lemon Gulch Watersheds Outfall Systems Planning – Preliminary Design Report" by CH2M Hill, dated July 2006, (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with the design and construction of drainage and flood control improvements for Lemon Gulch upstream of Crowfoot Valley Road (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to design and construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the Town Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

- A. Final Design. PROJECT shall include the final design of improvements in accordance with the engineer's scope, fee, and schedule as shown on Exhibit B1.
- B. Construction. PROJECT shall include construction, establishment of vegetation, and permit monitoring by DISTRICT of the drainage and flood control improvements as set forth in the design and through final acceptance of permitting and vegetation establishment obligations. Establishment and permit monitoring includes stream management and revegetation for establishment and weed management to comply with all federal, state, and local stormwater

management permits and mitigation requirements under Section 404 of the Federal Clean Water Act and project goals.

DISTRICT shall monitor the stream and determine how it is performing relative to hydrologic, hydraulic, and geomorphic parameters during the establishment period. If the stream is departing from stable ranges of hydrologic, hydraulic, and geomorphic parameters that result in PROJECT not achieving goals. DISTRICT shall implement stream management improvements, provided project funding is available. PROJECT shall be considered complete when there are no longer project funds available or when the stream remains within stable ranges during the establishment period.

3. PUBLIC NECESSITY

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 inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following Project Costs:

1. Final design services
2. Delineation, description and acquisition of required rights-of-way/easements
3. Construction of improvements
4. Contingencies mutually agreeable to PARTIES
5. Administrative Fee

B. It is understood that PROJECT costs as defined above are not to exceed \$427,192 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>PROJECT ITEM</u>	<u>AMOUNT</u>
1. Final design	\$ 390,375.00
2. Right of way;	\$ -0-
3. Construction	\$ -0-
4. Contingencies	\$ -0-
Sub Total	\$ 390,375.00
<u>ADMINISTRATIVE ITEM</u>	
5. Final Design Administrative Fee	\$ 18,560.00
6. Construction Administrative Fee	\$ -0-
Sub Total	\$
Grand Total	\$ 408,935.00

This breakdown of conceptual design, final design, construction, and contingency costs is for estimating purposes only. Costs may vary between the various elements of the effort

without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

5. MANAGEMENT OF FINANCES

- A. Project Costs. As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's share may come from its own revenue sources or from funds received from state, federal, or other sources of funding without limitation and without prior DISTRICT approval.

Project Payment by TOWN of \$408,935 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The project payment shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to TOWN of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at TOWN request, TOWN share of remaining monies shall be transferred to another special fund held by DISTRICT.

- B. Administrative Costs. As set forth in DISTRICT policy (Resolution No. 38, Series of 2017), DISTRICT shall collect administrative fees for Fee-In-Lieu projects to offset DISTRICT staff time required to manage the Final Design and Construction of PROJECT. The administrative fee is nonrefundable and to be held in the Development Service Enterprise Fund.

1. Final Design. The administrative fee is based on a standard one-time charge for final design start-up and close-out cost, plus a monthly final design management cost. The monthly final design management cost will be the rate below per months the PROJECT is in design.

Final Design Start-up Cost	\$2,400
Monthly Final Design Management	\$1,645 per month
Final Design Close-out Cost	\$3,000

2. Construction. The administrative fee is based percentage of the estimated construction costs. The percentage charged is as shown in the following table.

Estimated Construction Cost Range	Percentage Charged
Under \$500,000	8%
\$500,000 - \$1,000,000	6%
\$1,000,000 - \$1,500,000	4%
\$1,500,000 - \$2,000,000	3%
\$2,000,000 - \$3,500,000	2.0%
\$3,500,000 - \$5,000,000	1.5%
\$5,000,000 - \$10,000,000	1.0%
\$10,000,000 - \$15,500,000	0.7%
\$15,500,000 - \$20,000,000	0.6%

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for TOWN. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.
- E. If the engineer that prepared the field-ready construction documents is selected to perform construction observation, and the contractor to construct the improvements is selected using DISTRICT's Best Value Selection process, the engineer shall seal the construction documents, otherwise the construction documents shall be provided to the developer and TOWN unsealed.

DISTRICT shall provide any written work product by the engineer to TOWN.

7. RIGHT OF WAY OR NON-REVOCABLE EASEMENT

Right of Way or a non-revocable easement shall be acquired through a subdivision plat at no cost to TOWN and DISTRICT, subject to approval of DISTRICT, for land or interests in land needed to implement construction of the drainage and flood control improvements, as defined herein. The right-of-way or non-revocable easement acquired shall be in the name of TOWN and the conveyancing document shall be promptly recorded in the records of the Clerk and Recorder of TOWN.

- A. Coordination of Right-of-Way or Non-revocable Easement Acquisition. TOWN shall acquire the right-of-way or non-revocable easement only after receiving prior approval of DISTRICT.
 - B. Ownership of Property and Limitation of Use. TOWN shall own the property either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that will diminish or preclude its use for drainage and flood control purposes. TOWN may not dispose of or change the use of the properties without approval of DISTRICT. If, in the future, TOWN disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed pursuant to this Agreement; and TOWN has not obtained the written approval of DISTRICT prior to such action, TOWN shall take any and all action necessary to reverse said unauthorized activity and return the properties 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 TOWN's sole expense.
8. MANAGEMENT OF CONSTRUCTION
- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
 - B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
 - 4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.

5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings... DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

Despite the date that this Agreement is signed by PARTIES, the term of this Agreement shall commence upon the earlier of the date of final execution by all PARTIES or December 31 of the year that it is tendered to TOWN for execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. 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.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be the Public Works and Engineering Director, 20120 Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. 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 to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary

design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. 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.

17. 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 in the TOWN where PROJECT is located.

18. 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.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

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.

21. 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 PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, 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.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. 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 PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
- F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal

requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
- I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

27. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend 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.

28. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between 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 the TOWN, the DISTRICT or any other entity not a party hereto.

29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of 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. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

TOWN OF PARKER

By_____

Mike Waid

Title Mayor

Date_____

(SEAL)

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

AGREEMENT REGARDING
FINAL DESIGN AND CONSTRUCTION
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD
TOWN OF PARKER

Agreement No. 18-12.24
Project No. 107087

Exhibit A

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

Urban Drainage and Flood Control District - Town of Parker

PROJECT:

Hess Ranch (Looking Glass) Fee-in-lieu Scope for Lemon Gulch

PROPOSAL NO.: 918.25

PROJECT NO.: 18028.XX

PREPARED BY: JTW/SRJ

DATE: 2/8/2019

CHECKED BY: JPJ

PROPOSED TOTAL FEE: \$ 255,279

TASK	SHEET	TASK DESCRIPTION						EXPENSES			TOTALS			
			PRINCIPAL ENGINEER 2	SR PROJECT ENGINEER 6 / PROJECT MANAGER 6	PROJECT ENGINEER 4	DESIGN ENGINEER 2	CAD TECHNICIAN 3	OUTSIDE SERVICES	TRAVEL / LIVING	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
		Billing Rate >>>	\$183	\$153	\$128	\$98	\$96							
III		Final design of Lemon Gulch												
A		Hydraulic design and analysis												
1		Lemon Gulch initial grading (outside ordinary high water mark) and ultimate, including 1D and 2D hydraulic modeling, sediment transport modeling	24	32	32	48					136	\$ 18,088		\$ 18,088
2		Geomorphic assessment and recommendations, including review of sediment modeling, stream design concepts, and construction drawings and specifications (ERC)	4	8	4	8		\$ 10,000			24	\$ 3,252	\$ 10,000	\$ 13,252
3		Restoration ecology, including seeding and planting plans (redlined plans by ERC, drafting by Muller), seeding and planting specifications, weed management recommendations, and review of associated construction drawings after drafting by Muller (ERC)	2	4	4	16	4	\$ 15,000			30	\$ 3,442	\$ 15,000	\$ 18,442
4		Topsoil assessment and recommendations (ESCO)	4	6		10		\$ 2,400			20	\$ 2,630	\$ 2,400	\$ 5,030
5		Field visits (2 assumed)	12	12	12	12					48	\$ 6,744		\$ 6,744
B		Hess Ranch Road Bridge Hydraulics												
1		Perform scour calculations to inform abutment design.	2	4		8					14	\$ 1,762		\$ 1,762
2		Perform final rock sizing for abutment protection.	2	4		8					14	\$ 1,762		\$ 1,762
3		Finalize bridge hydraulics and layout (roadway and bridge layout in plan, profile, and sections drawn by others).	1	4		8	4				17	\$ 1,963		\$ 1,963
4		Finalize hydraulic design report text for bridge and furnish to EMK.	1	4		4					9	\$ 1,187		\$ 1,187
C		Construction drawings												
1	1	Title sheet, list of sheets		1		2	2				5	\$ 541		\$ 541
2	2	Legend, notes	1	1		2	2				6	\$ 724		\$ 724
3	3	Index sheet		1		2	2				5	\$ 541		\$ 541
4	4-6	Interim Grading Plan (3 sheets)	8	8		32	24				72	\$ 8,128		\$ 8,128
5	7-9	Open space grading and layout plans 1"=100'@11x17 (3 sheets)	8	8	16	28	36				96	\$ 10,936		\$ 10,936
6	10-11	Stream channel profiles 1"=100'@11x17 (2 sheets)	4	6	12	12	12				46	\$ 5,514		\$ 5,514
7	12-14	Stream channel sections (3 sheets)	4	6	12	12	16				50	\$ 5,898		\$ 5,898
8	15-16	Drop structure 1 plan, sections, details (2 sheets)	4	6	8	12	16				46	\$ 5,386		\$ 5,386
9	17-18	Drop structure 2 plan, sections, details (2 sheets)	4	6	8	12	16				46	\$ 5,386		\$ 5,386
10	19-20	Drop structure 3 plan, sections, details (2 sheets)	4	6	8	12	16				46	\$ 5,386		\$ 5,386
11	21-22	Bank protection details (2 sheets)	2	4		6	4				16	\$ 1,950		\$ 1,950
12	23-24	Misc. details (2 sheets)	2	4		8	16				30	\$ 3,298		\$ 3,298
13	25-27	Erosion control plan 1"=100'@11x17 (Initial and interim phases shown on one sheet, final phase in seeding and planting plans) (3 sheets)	2	6	8	12	16				44	\$ 5,020		\$ 5,020
14	28-36	Erosion control details (Town standard details, 9 sheets)	1	2	2	2	4				11	\$ 1,325		\$ 1,325
15	37-42	Open space planting and seeding plans (3 sheets)	2	8	8	16	16				50	\$ 5,718		\$ 5,718
16	43-46	Open space planting and seeding details (4 sheets)	2	4	4	8	8				26	\$ 3,042		\$ 3,042

TASK	SHEET	TASK DESCRIPTION						EXPENSES			TOTALS				
			PRINCIPAL ENGINEER 2	SR PROJECT ENGINEER 6 / PROJECT MANAGER 6	PROJECT ENGINEER 4	DESIGN ENGINEER 2	CAD TECHNICIAN 3	OUTSIDE SERVICES	TRAVEL / LIVING	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL	
Billing Rate >>>			\$183	\$153	\$128	\$98	\$96								
D		Specs, quantities, cost opinion, memo													
1		Prepare SWMP	2	4	6	16					28	\$ 3,314		\$ 3,314	
2		Prepare specifications (assume UDFCD standard specs)	4	6	24	32					66	\$ 7,858		\$ 7,858	
3		Estimate bid quantities and prepare opinion of probable cost	4	6	16	24					50	\$ 6,050		\$ 6,050	
4		Prepare design memo	4	8	12	24					48	\$ 5,844		\$ 5,844	
E		Review and revisions													
1		Senior review	16								16	\$ 2,928		\$ 2,928	
2		Revisions to address senior review comments	8	8	8	12	12				48	\$ 6,040		\$ 6,040	
3		60% submittal to team, Town, UDFCD to review		2	4	4	4				14	\$ 1,594		\$ 1,594	
4		Response to 60% review comments (revisions incorporated into 90% design)	2	4	8	8	8				30	\$ 3,554		\$ 3,554	
5		90% submittal to team, Town, UDFCD to review		2	2	4	4				12	\$ 1,338		\$ 1,338	
6		Revisions to address 90% review comments	8	8	8	12	24				60	\$ 7,192		\$ 7,192	
7		100% submittal to team, Town, UDFCD to review		2		4	4				10	\$ 1,082		\$ 1,082	
8		Revisions to address 100% review comments	2	4	8	12	16				42	\$ 4,714		\$ 4,714	
F		CLOMR													
1		Preparation of CLOMR submittal documents, including work map, forms, and narrative	8	32	24	72	16				152	\$ 18,024		\$ 18,024	
2		CLOMR review fee (FEMA online submittal)								\$ 6,500			\$ 6,500	\$ 6,500	
3		Revisions to address review comments (Only FEMA review included with this scope)	4	12	20	40	8				84	\$ 9,816		\$ 9,816	
G		Environmental Permitting													
1		USACE 404 Permit (Individual) - utilize OHWM, wetland delineation, cultural survey by Apex Environmental (CORVUS)	4	8		20	12	\$ 15,000			44	\$ 5,068	\$ 15,000	\$ 20,068	
H		Meetings													
1		Meetings included within this scope are for project updates and coordination and will occur monthly at a minimum (half in-person, half call-in) until December 2019 (10 meetings). Five additional meetings are included and are anticipated to occur in between the regularly scheduled monthly meetings.	30	30	10	10					80	\$ 12,340		\$ 12,340	
		TOTAL HOURS	196	291	288	594	322				1691				
		TOTAL LABOR	\$ 35,868	\$ 44,523	\$ 36,864	\$ 58,212	\$ 30,912				\$ 206,379				
		TOTAL EXPENSES						\$ 42,400	\$ -	\$ 6,500	\$ 48,900				
		TOTAL FEE									\$ 255,279				

MULLER ENGINEERING COMPANY
PROJECT FEE ESTIMATE

CLIENT:

Urban Drainage and Flood Control District - Town of Parker

PROJECT:

Hess Ranch (Looking Glass) Fee-in-lieu Scope Lemon Tributary

PROPOSAL NO.: 918.25

PROJECT NO.: 18028.XX

PREPARED BY: JTW/SRJ

DATE: 2/8/2019

CHECKED BY: JPJ

PROPOSED TOTAL FEE: \$ 135,096

TASK	SHEET	TASK DESCRIPTION						EXPENSES			TOTALS			
			PRINCIPAL ENGINEER 1	PROJECT MANAGER 6	PROJECT ENGINEER 4	DESIGN ENGINEER 2	CAD TECHNICIAN 3	OUTSIDE SERVICES	TRAVEL / LIVING	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL
			Billing Rate >>>	\$183	\$153	\$128	\$98	\$96						
II		Final design of Lemon Tributary												
A		Hydraulic modeling												
1		Lemon Trib initial and ultimate, including 2D hydraulic modeling.	8	16	24	40					88	\$ 10,904		\$ 10,904
2		Geomorphic assessment and recommendations, including review of stream design concepts and construction drawings and specifications (ERC).	4	8		8		\$ 6,000			20	\$ 2,740	\$ 6,000	\$ 8,740
3		Restoration ecology, including seeding and planting plans (redlined plans by ERC, drafting by Muller), seeding and planting specifications, weed management recommendations, and review of associated construction drawings after drafting by Muller (ERC)	4	8		8	4	\$ 6,000			24	\$ 3,124	\$ 6,000	\$ 9,124
4		Field visits (1 assumed)	6	6	6	6					24	\$ 3,372		\$ 3,372
B		Hess Ranch Road Bridge Hydraulics												
1		Perform scour calculations to inform abutment design.	1	2		4					7	\$ 881		\$ 881
2		Perform final rock sizing for abutment protection.	1	2		4					7	\$ 881		\$ 881
3		Finalize bridge hydraulics and layout (roadway and bridge layout in plan, profile, and sections drawn by others).	1	2		4	4				11	\$ 1,265		\$ 1,265
4		Finalize hydraulic design report text for bridge and furnish to EMK.	1	2		4					7	\$ 881		\$ 881
C		Construction drawings												
1	1	Title sheet, list of sheets (in Lemon Gulch plans)												
2	2	Legend, notes (in Lemon Gulch plans)												
3	3	Index sheet (in Lemon Gulch plans)												
4	4-5	Interim grading and layout plans 1"=100'@11x17 (2 sheets)	8	12	8	16	12				56	\$ 7,044		\$ 7,044
5	6-7	Final grading and layout plans 1"=100'@11x17 (2 sheets)	10	16	12	24	16				78	\$ 9,702		\$ 9,702
6	8-9	Stream channel profiles (interim and final) 1"=100'@11x17 (2 sheets)	4	8	8	16	12				48	\$ 5,700		\$ 5,700
7	10-11	Stream channel sections (interim and final)(2 sheet)	4	8	8	16	18				54	\$ 6,276		\$ 6,276
8	12-13	Riffle drop plan, sections, details (2 sheets)	6	12		12	16				46	\$ 5,646		\$ 5,646
9	14	Bank protection details	2	6		10	8				26	\$ 3,032		\$ 3,032
10	15	Misc. details	2	4		8	8				22	\$ 2,530		\$ 2,530
11	16-17	Planting and seeding plans, including topsoil information (2 sheets)	4	8		12	12				36	\$ 4,284		\$ 4,284
12	18-19	Open space planting and seeding details (2 sheets)	4	6		12	16				38	\$ 4,362		\$ 4,362
13	20-21	Erosion control plan 1"=100'@11x17 (Initial and interim phases shown on one sheet, final phase in seeding and planting plans) (2 sheets)	2	6	8	12	16				44	\$ 5,020		\$ 5,020
14	22-30	Erosion control details (Town standard details) (included with Lemon Gulch design)												
D		Technical specs, quantities, cost opinion, memo												
1		Prepare supplemental technical specifications (assume UDFCD standard front end and tech specs)(covered in Lemon Gulch)												
2		Estimate bid quantities and prepare opinion of probable cost	4	8	8	12	6				38	\$ 4,732		\$ 4,732
3		Prepare design memo	6	10		16	4				36	\$ 4,580		\$ 4,580

TASK	SHEET	TASK DESCRIPTION						EXPENSES			TOTALS				
			PRINCIPAL ENGINEER 1	PROJECT MANAGER 6	PROJECT ENGINEER 4	DESIGN ENGINEER 2	CAD TECHNICIAN 3	OUTSIDE SERVICES	TRAVEL / LIVING	MISCELLANEOUS	TIME (HOURS)	LABOR COST	EXPENSES	SUBTOTAL	
															Billing Rate >>>
			\$183	\$153	\$128	\$98	\$96								
E		Review and revisions													
1		Senior review	12									12	\$ 2,196		\$ 2,196
2		Revisions to address senior review comments.	6	8	10	10	16					50	\$ 6,118		\$ 6,118
3		60% submittal to team, Town, UDFCD to review		2	4	4	4					14	\$ 1,594		\$ 1,594
4		Response to 60% review comments (revisions incorporated into 90% design)	2	4	4	4						14	\$ 1,882		\$ 1,882
5		90% submittal to team, Town, UDFCD to review		2	4	4	4					14	\$ 1,594		\$ 1,594
6		Revisions to address 90% review comments	6	8	8	10	16					48	\$ 5,862		\$ 5,862
7		100% submittal to team, Town, UDFCD to review		2	4	4	4					14	\$ 1,594		\$ 1,594
8		Revisions to address 100% review comments	4	4	8	8	12					36	\$ 4,304		\$ 4,304
F		Meetings													
1		Meetings included within this scope are for project updates and coordination and will occur monthly at a minimum (half in-person, half call-in) until December 2019 (10 meetings). Three additional meetings are included and are anticipated to occur in between the regularly scheduled monthly meetings.	26	26	10	10						72	\$ 10,996		\$ 10,996
		TOTAL HOURS	321	359	262	396	304				#VALUE!				
		TOTAL LABOR	\$ 58,743	\$ 54,927	\$ 33,536	\$ 38,808	\$ 29,184				#VALUE!				
		TOTAL EXPENSES						\$ 12,000	\$ -	\$ -	\$ 12,000				
		TOTAL FEE									\$ 135,096				

Additional assumptions:

1. Scope pertains to final design and preparation of construction drawings for Lemon Tributary from Hess Ranch Road to the confluence with Lemon Gulch. Supplementary technical specifications and erosion control details are assumed to be included with the Lemon Gulch construction package.
2. Design drawings will be prepared for the ultimate improvements in Lemon Tributary plus interim grading necessary to receive detention basin releases.
3. Scope includes coordination time with Town of Parker, UDFCD, developer, and others on design team.
4. Scope does not include roadways or roadway drainage, inlets, storm sewers, lot grading, utilities, mass grading of site, erosion control for the mass grading, trails, park improvements, geotechnical investigation/recommendations, survey, subsurface utilities investigation, or public meetings; these tasks are to be undertaken by EMK and others on design team.
5. Scope does not include services during bidding and construction phase; Muller’s stormwater-related services during bidding and construction will be scoped later in the development process as determined by the Town of Parker.



Request for Town Council Action

Date: May 6, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-025**
A Resolution to Approve the Model Single District and Multiple District Service Plans and Model Intergovernmental Agreement Form

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution approves the Town's Model Single District and Multiple District Service Plans and Model Intergovernmental Agreement forms in accordance with Chapter 10.11 of the Parker Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has a comprehensive program for the regulation of metropolitan districts that are formed and operated in the Town. In 2000, the Town Council adopted Chapter 10.11, entitled Special Districts, of the Parker Municipal Code. In 2005, the Town Council approved the Town's Model Single District Service Plan, Model Multiple District Service Plan, and Model Intergovernmental Agreement, and pursuant to Section 10.11.140(a) of the Parker Municipal Code, proposed service plans for special districts must substantially comply with the format of these models.

Since 2005, Town Council has modified the original program in two material ways. First, the Town Council established a policy several years ago to allow for the "Gallagherization" of the mill levy cap (set at 35 mills), which resulted in an effective mill levy cap of approximately 47.3 mills (Gallagher is the name given to an amendment to the state constitution which restricts the revenue that can be generated by a residential mill levy). Second, the Town Council established a policy in 2012 to allow residential metropolitan districts with 400 or more residential units to maintain certain regional improvements using up to an additional 10 mills. This resulted in these

larger metropolitan districts being authorized to remain in existence even after their debt was repaid for the purpose of maintaining regional improvements and to impose collectively up to approximately 57.3 mills under the current program.

The Town's model service plans and intergovernmental agreement have been revised to reflect updates to the Town Council policies concerning metropolitan districts, as discussed with Town Council most recently at the April 8, 2019, study session (and attached to this report). These include an adjustment to the maximum debt mill levy, and authorization for the imposition of an infrastructure capital mill levy, a town-dedicated capital and maintenance mill levy, and an operations and maintenance mill levy, which varies based on size of the project. Overall, the proposal would result in the allowable imposition of between 72 and 77 mills, subject to further adjustment in accordance with the Gallagher amendment from 2019 forward.

FINANCIAL IMPACT

Below is an estimate on the annual Metro District tax for a \$475,000 home (7.2% AV) comparing the Town's existing versus proposed metropolitan district policies:

Existing - Debt (35 Mills (Gallagherized to 47.3 Mills)) + O&M (10 Mills) = \$1,960/year

Proposed - Debt (57 Mills, Gallagherized on a going forward basis) + Regional (5 Mills) + Town (5 Mills) + O&M (10 Mills) = \$2,633/year

The proposed policy includes 5 mills which would be remitted to the Town and used for capital projects and maintenance of the public infrastructure associated with the Districts. The annual revenue generated from a \$475,000 home would be approximately \$171/year.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Metro District Mill Levy Parameters
2. Resolution No. 19-025

RECOMMENDED MOTION

I move to approve Resolution 19-025.

TOWN OF PARKER METROPOLITAN DISTRICT MILL LEVY PARAMETERS

Up to 57 mills for district debt (Maximum Debt Mill Levy)

- 40 year limit from time a debt mill levy first imposed; after that date, any outstanding debt secured by the debt mill levy will be discharged (including any refundings)
- Debt mill levy can be extended by resident-controlled board
- Cap “rolls off” when debt/assessed value ratio drops below 50%; at that time, mill levy can become that amount necessary to pay debt and administrative costs
- Gallagherized from 2019 forward

5 mills for district and/or Town regional infrastructure capital costs (Infrastructure Capital Mill Levy)

- To be used for substantial regional infrastructure the district or the Town is required to construct in connection with the development in the district
- Utilization of mills to be determined in the IGA between the district and the Town (or an amendment thereto)
- District’s amount of debt authorization to include debt repayable from this mill levy component in the event district issues debt for the construction of the regional infrastructure
- Permanent mill levy to be imposed the first year the district is able to certify a mill levy
- Gallagherized from 2019 forward

5 mills remitted to Town (Town Capital and Maintenance Mill Levy)

- To be used by Town for maintenance and/or capital costs associated with development in the District
- Utilization of mills and allocation of mills between maintenance and capital costs to be determined in the IGA between the district and the Town (or an amendment thereto)
- District’s amount of debt authorization to include debt repayable from all 5 mills of this mill levy component in the event that the district will issue debt for the construction of Town infrastructure associated with development in the district
- Permanent mill levy to be imposed the first year the district is able to certify a mill levy
- Gallagherized from 2019 forward

Up to 10 mills for district administrative and regional maintenance obligations (Operation and Maintenance Mill Levy)

- For developments with 400 or more units
- Mills will be used for district administrative costs and for maintenance of categories of regional improvements identified in the IGA between the district and the Town
- Number of mills will be identified in the IGA
- Gallagherized from 2019 forward

Up to 5 mills for district regional maintenance obligations (Operation and Maintenance Mill Levy)

- For developments with fewer than 400 units
- Mills will be used for district administrative costs and for maintenance of categories of regional improvements identified in the IGA between the district and the Town
- Number of mills will be identified in the IGA
- Gallagherized from 2019 forward

Service Plan debt authorization shall be calculated as the product of: (a) the bonding capacity of the District, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over 40 years; and (iv) debt service coverage is no less than 100%; (b) the levying by the District of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (c) 125%.

RESOLUTION NO. 19-025, Series of 2019

**TITLE: A RESOLUTION TO APPROVE THE MODEL SINGLE DISTRICT AND
MULTIPLE DISTRICT SERVICE PLANS AND MODEL
INTERGOVERNMENTAL AGREEMENT FORM**

WHEREAS, the Town Council of the Town of Parker adopted Chapter 10.11 of the Parker Municipal Code, as amended, to provide procedures for the processing and review of proposals for the formation of new special districts organized under Title 32, Article 1, C.R.S.;

WHEREAS, Section 10.11.140(a) of the Parker Municipal Code provides that proposed service plans for proposed special districts shall substantially comply with the format of any model service plan which is maintained on file with the Town Clerk;

WHEREAS, the Town Council desires to approve the form of the "Model Single District Service Plan;"

WHEREAS, the Town Council desires to approve the form of the "Model Multiple District Service Plan;" and

WHEREAS, the Town Council desires to approve the form of the "Model Intergovernmental Agreement" between the Town of Parker and the proposed special district.

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

Section 1. The Town Council of the Town of Parker hereby approves the Model Single District Service Plan, which is attached as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council of the Town of Parker hereby approves the Model Multiple District Service Plan, which is attached as **Exhibit 2** and incorporated by this reference.

Section 3. The Town Council of the Town of Parker hereby approves the Model Intergovernmental Agreement, which is attached as **Exhibit 3** and incorporated by this reference.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

[MODEL SERVICE PLAN – SINGLE DISTRICT]

**SERVICE PLAN
FOR**

_____ METROPOLITAN DISTRICT

TOWN OF PARKER, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]

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LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Parker Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proof of Ownership and Consents for all Properties within District
EXHIBIT D	Capital Plan and Engineer's Opinion of Probable Cost
EXHIBIT E	Maps Depicting Public Improvements
EXHIBIT F	Financial Plan
EXHIBIT G	Indemnification Letters
EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding District's Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the District shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the District are not costs to be paid by the District. Costs of required Public Improvements that cannot be financed by the District are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the District has promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: means the _____ Metropolitan District.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public

finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of the District; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of District formation; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the District; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the District; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the District after organization, if any.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District the first year the District certifies the Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills the District may levy, as set forth in the Intergovernmental Agreement (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), to pay for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as _____.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the Initial District Boundaries, or other documentation acceptable to the Town Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of the District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District the first year the District is able to certify a mill levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately _____ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately _____ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as Exhibit C-2.*] Proof of Ownership and consents of the owners to organization of the District for all properties within the Initial District Boundaries is attached hereto as **Exhibit C-3**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the District's Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, *et seq.*, C.R.S., and Section 32-1-501, *et seq.*, C.R.S., subject to the limitations set forth in Article V below.

IV. **PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION**

The Service Area consists of approximately ____ acres of _____ land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the District at build-out is estimated to be approximately _____ persons. The non-residential density of the District at build-out is estimated to be approximately _____ square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation

. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation

. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitation

s. Unless such facilities and services are provided pursuant to Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation

. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property

Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation

. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations

. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District’s bondholders.

8. Initial Debt Limitation

. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose the Maximum Debt Mill Levy; nor (c) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund

to the Debt service funds; nor (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation

. The District shall not issue Debt in excess of \$_____ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the District, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by the District of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%.

10. Monies from Other Governmental Sources

. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

11. Consolidation Limitation

. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

12. Bankruptcy Limitation

. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material

modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, the District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds.

14. Service Plan Amendment Requirement

. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the District to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements

within the boundaries of the District and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the District, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the District; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer's opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the District is approximately \$_____. Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the developer of the Project.

The District shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town's requirements, and construction scheduling may require. Upon approval of this Service Plan, the District will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all taxable property within the District. The District will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town

approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total Debt that the District shall be permitted to issue shall not exceed \$_____ in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$_____ that the District shall be permitted to issue is supported by the Financial Plan prepared by _____ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her* professional opinion, the District is expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of _____ mills. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

E. Operation and Maintenance Mill Levy.

The District shall be permitted to levy up to [5][10] mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$_____, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget is estimated to be \$_____ which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay such District operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy.

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy and the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the

planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources.

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or, for residential property within the District, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 200__[year of Service Plan approval] . In addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt.

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts.

The District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General. In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;

5. The District’s budget for the calendar year in which the annual report is submitted;

6. A summary of the residential and commercial development in the District for the report year;

7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has

occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District prior to the District's certification of the formation of the District to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as Exhibit **G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as Exhibit **G** the form of a District Indemnification Letter. The District shall approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in Exhibit **G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the District's activities, is attached hereto as

Exhibit H. The District shall approve and execute the Intergovernmental Agreement at its first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the District to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section, no intergovernmental agreements between the Districts and any other government are anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code; and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Legal Descriptions

EXHIBIT B

Parker Vicinity Map

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT C-3

Proof of Ownership and Consents for all Properties within District

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost

EXHIBIT E

Maps Depicting Public Improvements

EXHIBIT F

Financial Plan

EXHIBIT G

Indemnification Letters

1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: _____ Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Parker (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the _____ Metropolitan District (the "District"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

_____, Developer

By: _____

Title: _____

2. District's Letter

{date – date of organizational meeting}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: _____ Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the _____ Metropolitan District (the "District") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, _____ (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

_____Metropolitan District

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT H

Intergovernmental Agreement

EXHIBIT 2

[MODEL SERVICE PLAN – MULTIPLE DISTRICTS]

**SERVICE PLAN
FOR**

_____ METROPOLITAN DISTRICT

TOWN OF PARKER, COLORADO

Prepared

by

[NAME OF PERSON OR ENTITY]

[ADDRESS]

[ADDRESS]

[DATE APPROVED BY TOWN COUNCIL]

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EXHIBIT F	Financial Plan
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EXHIBIT H	Intergovernmental Agreement

I. INTRODUCTION

A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, or this Service Plan, its activities are subject to review by the Town only insofar as they may deviate in a material matter from the requirements of the Service Plan, Chapter 10.11 of the Town Code or the Intergovernmental Agreement. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and that each District will additionally have its own particular infrastructure needs.

The District is not being created to provide ongoing operations and maintenance services other than as specifically set forth in this Service Plan and the Intergovernmental Agreement.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

C. Objective of the Town Regarding Districts' Service Plan.

The Town's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by limited taxes and Development Fees imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy, for commercial and residential properties, and the Districts shall be authorized to finance the Public Improvements that can be funded from these sources of repayment. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy may also be pledged to the repayment of Debt, as set forth in the Intergovernmental Agreement. Debt which is issued within these parameters (as further described in the Financial Plan) will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Service Plan is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose of the District is to provide for the Public Improvements associated with the Project, including those regional improvements necessitated by the Project. Ongoing operational and maintenance activities may be allowed, but only as specifically provided for in the Intergovernmental Agreement.

It is the intent of this Service Plan to assure to the extent possible that no commercial or residential property bear an economic burden that is greater in amount than that associated with the Maximum Debt Mill Levy and that no property developed for a residential use bear an economic burden in the form of the Maximum Debt Mill Levy that is longer in duration than that associated with the Maximum Debt Mill Levy Imposition Term, even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters and the financing capacity of the Districts are not costs to be paid by the Districts. Costs of required Public Improvements that cannot be financed by the Districts are expected to be financed by the developer of the Project.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a development plan or other process established by the Town (including, but not limited to, approval of a final plat, minor development plat or site plan by the Town planning commission or by the Town Council) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area as approved by the Town pursuant to the Town Code and as amended pursuant to the Town Code from time to time. An Approved Development Plan does not include any plan, process or approval denoted as preliminary under the Town Code.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds or other obligations for the payment of which the Districts have promised to impose an *ad valorem* property tax mill levy.

Capital Plan: means the Capital Plan described in Section V.B. which includes: (a) a comprehensive list of the Public Improvements to be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Development Fee: means the one-time development or system development fee imposed by the District on a per-unit (*residential*) or per square-foot (*non-residential*) basis at or prior to the issuance of a certificate of occupancy for the unit or structure to assist with the planning and development of the Public Improvements, subject to the limitations set forth in Section VI.E. of the Service Plan. The Development Fee may be used to finance, plan, acquire, and construct the Public Improvements, and pay debt service.

District: means [_____].

Districts: means District No. 1 and District Nos. ___, ___, ___ (fill in number of each District), collectively.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of any of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Financial Plan: means the Financial Plan described in Section VI which describes (a) how the Public Improvements are to be financed; (b) how the Debt is expected to be incurred; (c) the estimated operating revenue derived from property taxes for the first budget year; (d) the total amount of Debt planned for at least the five-year period commencing with the formation of the Districts; (e) all proposed sources of revenue and projected District expenses, as well as the assumptions upon which they are based, for at least a ten-year period from the date of the formation of the Districts; (f) the dollar amount of any anticipated financing, including capitalized interest, costs of issuance, estimated maximum rates and discounts, and any expenses related to the organization and initial operation of the Districts; (g) a detailed repayment plan covering the life of any financing, including the frequency and amounts to be collected from all sources; (h) the amount of any reserve fund and the expected level of annual Debt service coverage which will be maintained for any financing; (i) the total authorized Debt for the Districts; (j) the provisions regarding any credit enhancement, if any, for the proposed financing, including, but not limited to, letters of credit and insurance; and (k) a list and written explanation of potential risks of the financing.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map, if any.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the Districts after organization, if any.

Infrastructure Capital Mill Levy: means 5 mills that shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Infrastructure Capital Mill Levy shall be determined in the Intergovernmental Agreement. The Infrastructure Capital Mill Levy shall be imposed by the District the first year the District certifies the Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the Districts' initial boundaries.

Intergovernmental Agreement: means the intergovernmental agreement required by Town Code Section 10.11.140(a), and attached hereto as **Exhibit G**.

Map Depicting Public Improvements: means the map attached hereto as **Exhibit E**, showing the location(s) of the Public Improvements listed in the Capital Plan.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below. The Maximum Debt Mill Levy shall be subject to the Mill Levy Adjustment.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VI.D below.

Mill Levy Adjustment: means, if, on or after January 1, 2019, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the mill levy to which the Mill Levy Adjustment applies may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2019, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

Operation and Maintenance Mill Levy: means the maximum number of mills the District may levy, as set forth in the Intergovernmental Agreement (up to 10 mills for developments of 400 or more units and up to 5 mills for developments of fewer than 400 units), to pay for the costs of ongoing administrative, accounting and legal services to the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

Project: means the development or property commonly referred to as _____.

Proof of Ownership: means a current title commitment showing ownership and all encumbrances on all properties within the Initial District Boundaries, or other documentation acceptable to the Town Attorney.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped as part of an Approved Development Plan and financed as generally described in the Special District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of each District.

Service Area: means the property within the Initial District Boundary Map and the Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by Town Council in accordance with Chapter 10.11 of the Town Code and the applicable state law.

Special District Act: means Section 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Town: means the Town of Parker, Colorado.

Town Capital and Maintenance Mill Levy: means 5 mills that shall be levied by the District and remitted to the Town and used for the construction and maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District. The utilization of the Town Capital and Maintenance Mill Levy shall be determined in the Intergovernmental Agreement. The Town Capital Maintenance Mill Levy shall be imposed by the District the first year the District certifies the Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment.

Town Code: means the Town of Parker Municipal Code, as may be amended and in effect from time to time.

Town Council: means the Town Council of the Town of Parker, Colorado.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately _____ acres [*and the total area proposed to be included in the Inclusion Area Boundaries is approximately _____ acres.*] A legal description of the Initial District Boundaries [*and the Inclusion Area Boundaries*] is attached hereto as **Exhibit A**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, [*and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**.*] Proof of Ownership and consents of the owners to organization of the Districts for all properties within the Initial District Boundaries is attached hereto as **Exhibit C-3**. A vicinity map is attached hereto as **Exhibit B**. It is anticipated that the Districts' Boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately ____ acres of _____ land. The current assessed valuation of the Service Area is assumed to be \$0.00 for purposes of this

Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The residential population of the Districts at build-out is estimated to be approximately _____ persons. The non-residential density of the Districts at build-out is estimated to be approximately _____ square feet.

Approval of this Service Plan by the Town does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings which may be identified in this Service Plan or any of the exhibits attached thereto. The permitted level of the development within the Project is as contained within an Approved Development Plan.

Approval of this Service Plan by the Town in no way releases or relieves the developer of the Project, or the landowner or any subdivider of the Project property, or any of their respective successors or assigns, of obligations to construct public improvements for the Project or of obligations to provide to the Town such financial guarantees as may be required by the Town to ensure the completion of the Public Improvements, or of any other obligations to the Town under the Town Code or any applicable annexation agreement, subdivision agreement, or other agreements affecting the Project property or development thereof.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth in this Service Plan and the Intergovernmental Agreement.

1. Operations and Maintenance Limitation

. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the Approved Development Plan, other rules and regulations of the Town, and applicable provisions of the Town Code, all as directed by the Town. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in the Intergovernmental Agreement.

2. Fire Protection Limitation

. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation; Mosquito Control, and Other Limitation

s. Unless such facilities and services are provided pursuant to the Intergovernmental Agreement, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

4. Construction Standards Limitation

. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction, and of those special districts that qualify as “interested persons” under Section 32-1-204(1), C.R.S., as applicable. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Property

Acquisition Limitation; Transfer Requirement. The District shall not exercise any power of dominant eminent domain against the Town without the prior written consent of the Town. The District shall at no expense to the Town transfer to the Town all rights-of-way, fee interests and easements that the Town determines are necessary for access to and operation and maintenance of the Public Improvements, consistent with the Approved Development Plan and to the extent such interests have not been acquired by the Town through such Development Plan process.

6. Privately Placed Debt Limitation

. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

7. Inclusion and Exclusion Limitations

. The District shall not include within any of its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District or any of the other Districts, or to any of the District's bondholders. No District shall impose a mill levy and then exclude the property from its boundaries, unless the property is being included in one of the other Districts.

8. Initial Debt Limitation

. On or before the effective date of approval of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose the Maximum Debt Mill Levy; (c) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (d) impose or collect any fees or revenues from any other source for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation

. The Districts shall not issue Debt in excess of \$_____ total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the any of the Districts to refund outstanding Debt. The foregoing figure is the product of: (a) the bonding capacity of the Districts, which was derived using the following assumptions: (i) the interest rate is not less than 150 basis points more than the 30 Year AAA MMD Index (as of the date of the submission of the Service Plan); (ii) inflation on completed structures does not exceed a 4% biennial growth rate; (iii) the bonds amortize over a period of 40 years; and (iv) debt service coverage is no less than 100%; and (v) the levying by each of the Districts of 57 mills for the Maximum Debt Mill Levy, 5 mills for the Infrastructure Capital Mill Levy, and 5 mills for the Town Capital and Maintenance Mill Levy; and (b) 125%. The Districts shall allocate the Debt among themselves in an intergovernmental agreement and shall provide a copy of such intergovernmental agreement and any subsequent amendments thereto to the Town.

10. Monies from Other Governmental Sources

. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply for, except as may be specifically authorized in an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and be a revenue source for the District without any limitation.

11. Consolidation Limitation

. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other Districts.

12. Bankruptcy Limitation

. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, the total debt issuance limitation, and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the Town as part of a Service Plan Amendment.

13. Revenue Bond Limitation. The District shall not issue revenue bonds, except as set forth in this Section. Prior to issuing any revenue bonds, a District shall submit all relevant details of such issuance to the Town Council, which may elect to treat the issuance of the revenue bonds as a material modification of the Service Plan. If the Town Council determines that the issuance of revenue bonds constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. prior to issuing any revenue bonds. Bonds issued by a District to which another District has pledged toward repayment of such bonds a mill levy or other source of revenue shall not be considered revenue bonds under this Section.

14. Service Plan Amendment Requirement

. This Service Plan is general in nature and does not include specific detail in some instances because development plans have not been finalized. The Service Plan has been designed with sufficient flexibility to enable the Districts to provide required Public Improvements under evolving circumstances without the need for numerous amendments. Modification of the general types of services and facilities making up the Public Improvements, and changes in proposed configurations, locations or dimensions of the Public Improvements shall be permitted to accommodate development needs consistent with the then-current Approved Development Plan(s) for the Project, subject to the limitations of this Service Plan and the Intergovernmental Agreement.

The District is an independent unit of local government, separate and distinct from the Town, and its activities are subject to review by the Town only insofar as they may deviate in a material manner from the requirements of the Service Plan, Chapter 10.11 of the Town Code, or the Intergovernmental Agreement. As such, any action of the District which: (1) violates the

limitations set forth in Sections V.A.1-14 above; (2) violates the limitations set forth in Section VI.B-H; (3) constitutes a material modification under Town Code Section 10.11.060; or (4) constitutes a failure to comply with the Intergovernmental Agreement or other agreement with the Town, which non-compliance has not been waived in writing by the Town, shall be deemed to be a material modification to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such action(s) of the District.

Any Town approval requirements contained in this Service Plan (including, without limitation, any provisions requiring that a change, request, occurrence, act or omission be treated as a Service Plan Amendment or be deemed a “material modification” of the Service Plan) shall remain in full force and effect, and, unless otherwise provided by resolution of the Town Council, such Town approval shall continue to be required, notwithstanding any future change in law modifying or repealing any statutory provision concerning service plans, amendments thereof or modifications thereto.

B. Capital Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements within the Service Area of the Districts and, to the extent necessary to improve adjacent streets and connect Public Improvements to existing infrastructure, without the boundaries of the Districts, all to be more specifically defined in an Approved Development Plan. A Capital Plan, including: (1) a comprehensive list of the Public Improvements to be developed by the Districts; (2) an estimate of the cost of the Public Improvements, together with a letter from a Colorado professional registered engineer certifying that such costs are reasonable in the engineer’s opinion and that such estimates were prepared based upon Town construction standards; and (3) a pro forma capital expenditure plan correlating expenditures with development is attached hereto as **Exhibit D**. Maps Depicting Public Improvements are attached hereto as **Exhibit E**. As shown in the Capital Plan, the estimated cost of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, or financed by the Districts is approximately \$_____. Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the developer of the Project.

The Districts shall be permitted to allocate costs between such categories of the Public Improvements as deemed necessary in its discretion.

All of the Public Improvements described herein will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the Town and shall be in accordance with the requirements of the Approved Development Plan. All descriptions of the Public Improvements to be constructed, and their related costs, are estimates only and are subject to modification as engineering, development plans, economics, the Town’s requirements, and construction scheduling may require. Upon approval of this Service Plan, the Districts will continue to develop and refine the Capital Plan and the Map Depicting Public Improvements, as necessary, and prepare for issuance of Debt. All cost estimates will be inflated to then-current dollars at the time of the issuance of Debt and construction. All construction cost

estimates contained in **Exhibit D** assume construction to applicable standards and specifications of the Town and state and federal requirements.

C. Multiple District Structure.

It is anticipated that the Districts, collectively, will undertake the financing and construction of certain of the Public Improvements contemplated herein. Specifically, the Districts shall enter into one or more intergovernmental agreements with each other (subject to Section X herein), which intergovernmental agreement(s) shall govern the relationships between and among the Districts with respect to the financing, construction and operation of the Public Improvements. The Districts will establish a mechanism whereby any one or more of the Districts may separately or collectively fund, construct, install and operate the Public Improvements.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. All bonds and other Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes to be imposed upon all taxable property within the Districts. The Districts will also rely upon various other revenue sources authorized by law, such as interest, specific ownership taxes, advances from the Project developer and grants. The District is also authorized to assess and collect a Development Fee as set forth in Section VI.E, below. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

The total combined Debt that the Districts shall be permitted to issue shall not exceed \$_____ in aggregate principal amount. Debt is permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Capital Plan referenced above and the progression of the development, subject to compliance with this Service Plan. The \$_____ that the Districts shall be permitted to issue is supported by the Financial Plan prepared by _____ (*name of External Financial Advisor*), attached hereto as **Exhibit F**. (*Name of External Financial Advisor*) shall attach a certification to the Financial Plan, certifying that based upon the assumptions contained therein and *his/her* professional opinion, the Districts are expected to retire all Debt referenced in the Financial Plan within the restrictions set forth in the Service Plan, including but not limited to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is limited to the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt shall not exceed twelve percent (12%). The proposed maximum underwriting discount will be four percent (4%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

D. Maximum Debt Mill Levy.

The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District, and shall be determined as follows:

1. For the portion of any aggregate District Debt which exceeds 50% of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be fifty-seven (57) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section VI.C.2 below, subject to the Mill Levy Adjustment. As of the date of this Service Plan, the Mill Levy Adjustment allows for a Maximum Debt Mill Levy of _____ mills. Except for permitted Mill Levy Adjustments, the District’s mill levy shall not exceed the Maximum Debt Mill Levy. If the District otherwise proposes to adjust its mill levy above the Maximum Debt Mill Levy for the purpose of offsetting any constitutionally or legislatively mandated credit, cut, abatement or change in the method of calculating assessed valuation, the District shall first submit all relevant details of such proposed adjustment to the Town Administrator, who may approve such proposed adjustment in writing or refer the proposal to the Town Council, which may elect to treat the proposed mill levy adjustment as a material modification of the Service Plan. If the Town Council determines that such adjustment constitutes a material modification of the Service Plan, the District shall proceed to amend the Service Plan in accordance with Section 32-1-207, C.R.S. The District shall obtain written approval of the Town Administrator or of a Service Plan amendment prior to any such mill levy adjustment.

2. For the portion of any aggregate District Debt which is equal to or less than 50% of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VI.C.2 above, so that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

E. Maximum Debt Mill Levy Imposition Term.

The District shall not impose the Maximum Debt Mill Levy for repayment of any and all Debt (or use the proceeds of the Maximum Debt Mill Levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Maximum Debt Mill Levy unless a majority of the Board of the District are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S. et seq.

E. Operation and Maintenance Mill Levy.

The District shall be permitted to levy up to [5][10] mills, subject to the Mill Levy Adjustment, for the purpose of paying for the costs of ongoing administrative, accounting and legal services of the District, and, if applicable, the costs of maintaining certain regional Public Improvements, as the same are identified in the Intergovernmental Agreement.

The estimated cost of engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be \$_____, which will be eligible for reimbursement from Debt proceeds. The first year's operating budget for the District is estimated to be \$_____ which is anticipated to be derived from property taxes and other revenues, including developer advances. The District shall maintain, from revenues derived from the Operation and Maintenance Mill Levy and other legally available revenues authorized under this Service Plan, sufficient funds to pay the District's operating costs.

F. Infrastructure Capital Mill Levy and Town Capital and Maintenance Mill Levy.

The District shall levy the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy the first year the District certifies the Maximum Debt Mill Levy and the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall both be subject to the Mill Levy Adjustment.

The Infrastructure Capital Mill Levy shall be levied by the District and either retained by the District or remitted to the Town (or a combination thereof) and used for the planning, design and construction of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, as set forth in the Intergovernmental Agreement. Likewise, the Town Capital and Maintenance Mill Levy shall be levied by the District and remitted to the Town and used for capital costs or for the maintenance of infrastructure that the Town determines is necessary or desirable in connection with the impacts of development in the District, also as set forth in the Intergovernmental Agreement.

The requirement that the District impose the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall exist for the duration of the life of the District.

G. Debt Repayment Sources.

The District may impose the Maximum Debt Mill Levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or, for residential property within the the, the Maximum Debt Mill Levy Imposition Term.

Subject to the terms of the Intergovernmental Agreement, the District may also utilize the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy for the repayment of debt service.

The District may also collect a Development Fee, as allowed and limited by Colorado law, provided that such Development Fee does not exceed the following limits:

1. For each single-family detached residential unit, the Development Fee shall not exceed Two Thousand Dollars (\$2,000).
2. For each single-family attached or multi-family residential unit, the Development Fee shall not exceed One Thousand Five Hundred Dollars (\$1,500).
3. For a structure other than a single-family or multi-family residential structure, the Development Fee shall not exceed Twenty-Five Cents (\$0.25) per square foot of the structure.

The Development Fee set forth in this Service Plan may increase by up to the Consumer Price Index for Denver-Boulder, all items, all urban consumers (or its successor index for any years for which Consumer Price Index is not available) each year thereafter (as an inflation adjustment) commencing on January 1, 200__[year of Service Plan approval] . In

addition, should the Town's Model Service Plan be amended to allow for an increase in such Development Fees, such increase in Development Fees shall apply to the District. The Development Fee shall be collected prior to issuance of a certificate of occupancy. Unless specifically authorized in the Intergovernmental Agreement, the District shall not impose or assess any fees, rates, tolls, penalties, or charges other than the Development Fee, as limited above, without first obtaining Town approval of an amendment to this Service Plan, which amendment shall be deemed to be a material modification hereof.

H. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond, and in the Service Plan of the District.

A substantially similar statement describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District. If no offering documents are used, then the District shall deliver the statement to any prospective purchaser of such Debt. The Town may by written notice to the District require modifications to the form of disclosures statement.

I. Security for Debt.

The District shall not pledge any revenue, property or other assets of the Town as security for any District indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the Town of payment of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

J. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up enterprises or nonprofit entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by a District will remain under the control of the District's Board. The activities of such enterprises and entities shall comply with the provisions of this Service Plan.

K. Subdistricts.

A District may organize subdistricts or areas as allowed by Section 32-1-1101(1)(f), C.R.S., provided, however, that without the approval of the Town, any such subdistrict(s) or area(s) shall be subject to all limitations on debt and other provisions of the Service Plan. In

accordance with Section 32-1-1101(1)(f)(I), C.R.S., the District shall notify the Town prior to establishing any such subdistrict(s) or area(s), and shall provide the Town with details regarding the purpose, location, and relationship of the subdistrict(s) or area(s). The Town Council may elect to treat the organization of any such subdistrict(s) or area(s) as a material modification of the Service Plan.

VII. ANNUAL REPORT

A. General. In accordance with Town Code Section 10.11.040, the District shall file an annual report with the Town Clerk not later than September 1st of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, which annual report shall reflect activity and financial events of the District through the preceding December 31 (the “report year”). The Districts may file a combined report. The Town Council reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five (5) years after the District’s organization.

B. Reporting of Significant Events.

The annual report shall include the following:

1. A list of public infrastructure the District constructed or installed during the report year, and a schedule for the construction or installation of future public infrastructure, as well as any maintenance operations or activities the District has undertaken during the report year and maintenance operations or activities the District plans to undertake in the upcoming year;

2. Except when exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the report year including a statement of financial condition (i.e., balance sheet) as of December 31 of the report year and the statement of operations (i.e., revenues and expenditures) for the report year;

3. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of Public Improvements in the report year, as well as any Public Improvements proposed to be undertaken in the five (5) years following the report year;

4. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding Debt, the amount and terms of any new Debt issued in the report year, the amount of payment or retirement of existing Debt of the District in the report year, the total assessed valuation of all taxable properties within the District as of January 1 of the report year and the current mill levy of the District pledged to Debt retirement in the report year;

5. The District’s budget for the calendar year in which the annual report is submitted;

6. A summary of the residential and commercial development in the District for the report year;

7. A summary of all fees, charges and assessments imposed by the District as of January 1 of the report year;

8. Certification of the Board that no action, event or condition enumerated in Town Code Section 10.11.060 has occurred in the report year, or certification that such event has occurred but that an amendment to the Service Plan that allows such event has been approved by Town Council;

9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board; and

10. Certification from the Board of the District that the District is in compliance with all provisions of the Service Plan.

11. A copy of the most recent notice issued by the District, pursuant to Section 32-1-809, C.R.S.

12. A copy of any intergovernmental agreements entered into by the District since the filing of the last annual report.

VIII. DISSOLUTION

Upon an independent determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court for and in Douglas County, Colorado, for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. DISCLOSURE TO PURCHASERS

The Town wants residential buyers to be aware of the additional tax burden to be imposed. The Town mandates early written and recorded notice of the total (overlapping) tax burden, including the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, if applicable, as well as the Operation and Maintenance Mill Levy, the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy. The Town will review the type and timing of the disclosure, which the proponents of the District are proposing. The notice shall be recorded against all property within the District prior to the District's certification of the formation of the Districts to the Colorado Division of Local Government as required by Section 32-1-306, C.R.S.

There is attached hereto as Exhibit **G** the Project Developer's Indemnification Letter, which is submitted to the Town by the Developer as part of this Service Plan. There is also attached hereto as Exhibit **G** the form of a District Indemnification Letter. The District shall

approve and execute the Indemnification Letter at its first Board meeting after its organizational election, in the same form as the Indemnification Letter set forth in Exhibit **G** and shall promptly deliver an executed original to the Town.

X. INTERGOVERNMENTAL AGREEMENTS

The form of the intergovernmental agreement required by Town Code Section 10.11.140(a), relating to the limitations imposed on the Districts' activities, is attached hereto as **Exhibit H**. The Districts shall approve and execute the Intergovernmental Agreement at their first Board meeting after its organizational election, in the same form as the Intergovernmental Agreement approved by Town Council, and shall promptly deliver an executed original to the Town. Failure of the Districts to execute the Intergovernmental Agreement as required herein shall constitute a material modification and shall require a Service Plan Amendment. The Town Council may approve the Intergovernmental Agreement at the public hearing approving the Service Plan.

Other than the Intergovernmental Agreement referenced in this Section and the intergovernmental agreement referenced in Section V(C) above, no intergovernmental agreements between the Districts and any other government are anticipated. Any intergovernmental agreement proposed regarding the subject matter of this Service Plan shall be subject to review by the Town prior to its execution by the District. Such Town review shall be with reference to whether the intergovernmental agreement is in compliance with this Service Plan, the Intergovernmental Agreement, and the terms of the Approved Development Plan or other instrument related to the Public Improvements. The Town will notify the Districts within twenty (20) calendar days whether the intergovernmental agreement constitutes a material modification of the Service Plan necessitating an amendment in accordance with Section 32-1-207(2)(a), C.R.S.

XI. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that any District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in Section 10.11.220 of the Town Code, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, each District hereby waives the provisions of Section 32-1-207(3)(b), C.R.S. and agrees it will not rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., and Section 10.11.180 of the Town Code, establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or County or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town;
7. The proposal is in substantial compliance the Town's Master Plan;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area;
9. The creation of the District is in the best interests of the area proposed to be served;
10. The creation of the District is in the best interests of the residents and future residents of the area proposed to be served;
11. The proposal is in substantial compliance with Chapter 10.11 of the Town Code; and
12. The proposal will not foster urban development that is remote or incapable of being integrated with existing urban areas, and will not place a burden on the Town or adjacent jurisdictions to provide urban services to residents of the District.

EXHIBIT A

Legal Descriptions

EXHIBIT B

Parker Vicinity Map

EXHIBIT C-1

Initial District Boundary Map

EXHIBIT C-2

Inclusion Area Boundary Map

EXHIBIT C-3

Proof of Ownership and Consents for all Properties within District

EXHIBIT D

Capital Plan and Engineer's Opinion of Probable Cost

EXHIBIT E

Maps Depicting Public Improvements

EXHIBIT F

Financial Plan

EXHIBIT G

Indemnification Letters

1. Developer's Letter

{date – on or after date of Service Plan approval}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: _____ Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the undersigned (the "Developer") in connection with the review by the Town of Parker (the "Town") of the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the _____ Metropolitan District (the "District"). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. Developer further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. Developer hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims Developer might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

_____, Developer

By: _____

Title: _____

2. District's Letter

{date – date of organizational meeting}

Town of Parker
20120 E. Mainstreet
Parker, CO 80138-7334

RE: _____ Metropolitan District

To the Town Council:

This Indemnification Letter (the "Letter") is delivered by the _____ Metropolitan District (the "District") in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the "Service Plan") for the District. The District, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims it might have against the Town or the Town's elected or appointed officers, employees, agents, contractors or insurers (the "Released Persons") in any manner related to or connected with the Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any third party, including attorneys' fees and expenses and court costs, which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the District, _____ (the "Developer"), or their agents, in connection with the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith. The District further agrees to investigate, handle, respond to and to provide defense for and defend against, or at the Town's option to pay the attorneys' fees and expenses for counsel of the Town's choice for any such liabilities, claims, demands, suits, actions or other proceedings.

2. It is understood and agreed that neither the District nor the Town waives or intends to waive the monetary limits (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, the District, its officers, or its employees.

3. The District hereby consents to the Debt Instrument Disclosure Requirements as set forth Section VI.F of the Service Plan, acknowledges the Town's right to modify the required disclosures, and waives and releases the Town from any claims the District might have based on

or relating to the use of or any statements made or to be made in such disclosures (including any modifications thereto).

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

_____Metropolitan District

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT H

Intergovernmental Agreement

EXHIBIT 3

**TOWN OF PARKER
MODEL INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER, COLORADO AND
_____ METROPOLITAN DISTRICT**

[NOTE: AGREEMENT TO BE MODIFIED IF MULTIPLE DISTRICTS]

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 20__, by and between the TOWN OF PARKER, a home rule municipal corporation of the State of Colorado (the "Town"), and the _____ METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"). The Town and the District are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on _____ (the "Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, the Town entered into that certain _____ Development Agreement with _____ on _____, 20__, (the "Development Agreement"), which provides in part for the formation of a special taxing district to fund certain public improvements that are necessary and desirable for the development contemplated by the Development Agreement; and

WHEREAS, specific regional improvements were identified in the Service Plan and Development Agreement, and include _____ (the "Regional Infrastructure"), which Regional Infrastructure the Town has determined is necessary or desirable in connection with the impacts of the development of the Property; and

WHEREAS, pursuant to the Development Agreement, the Town is responsible for constructing and owning the Regional Infrastructure, and the District is responsible for providing funding for the construction of the Regional Infrastructure; and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design and construction of the Regional Infrastructure (the "Infrastructure Capital Mill Levy"), and the District has conducted an election under Article X, Section 20 of the Colorado Constitution ("TABOR") to enable it to impose the Infrastructure Capital Mill Levy and to issue debt repayable from the Infrastructure Capital Mill Levy; and

WHEREAS, the parties to this Agreement acknowledge the need for the Regional Improvements in order to accomplish the comprehensive development of the property located within the District's service area (the "Property"); and

WHEREAS, the parties further acknowledge that the Town will also have certain infrastructure capital and maintenance needs resulting from the development of the Property ("Town Infrastructure"); and

WHEREAS, in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of 5 mills that will be used for the planning, design, construction and maintenance of the Town Infrastructure (the "Town Capital and Maintenance Mill Levy"), and the District has conducted an election under TABOR to enable it to impose the Town Capital and Maintenance Mill Levy and to issue debt repayable from the Town Capital and Maintenance Mill Levy; and

WHEREAS, the parties further acknowledge that the District will have certain ongoing administrative obligations, as well as regional maintenance obligations with regard to the Regional Infrastructure, and in accordance with the provisions of the Service Plan, the District has agreed to levy a property tax of [] mills (the "Operation and Maintenance Mill Levy") for such purposes; and

WHEREAS, the Town has approved the final plat for the Property; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("Agreement") to address the utilization of the various mill levies as well as certain other matters related to the organization, powers and authorities of the District.

WHEREAS, any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Infrastructure Capital Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design and construction of the Regional Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit A to this Agreement.

2. Town Capital and Maintenance Mill Levy. The District agrees to impose a property tax of 5 mills that shall be used for the planning, design, construction and/or maintenance of the Town Infrastructure. The utilization of the Infrastructure Capital Mill Levy is set forth on Exhibit B to this Agreement.

3. Operation and Maintenance Mill Levy. The District agrees to impose a property tax of [] mills, [] of which shall be used for the ongoing administrative expenses of the

District, and [] of which shall be used for the maintenance of certain of the Regional Infrastructure, as set forth on Exhibit C to this Agreement.

4. General Provisions Applicable to the Mill Levies. The Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy shall be imposed by the District the first year the District certifies a Maximum Debt Mill Levy and shall be subject to the Mill Levy Adjustment. The Operation and Maintenance Mill Levy shall be imposed by the District at the District's discretion but in a manner that will enable the District to perform its maintenance obligations in connection with the Regional Infrastructure in a timely and adequate manner. The District acknowledges and agrees that requirement to levy the Infrastructure Capital Mill Levy, the Town Capital and Maintenance Mill Levy and the Operation and Maintenance Mill Levy (together, the "Mill Levies") is a material consideration in, and a condition of, the Town's approval of the District's Service Plan, and that the Town has relied thereon in approving the District's Service Plan. The District specifically agrees that the requirement that the District impose the Mill Levies and to utilize the funds as set forth in this Agreement shall be enforceable by the Town by all remedies available at law or in equity, including without limitation affirmative injunctive relief. The District represents and warrants that it has obtained all voter authorizations to enable it to impose the Mill Levies, and to pledge the revenues from the Infrastructure Capital Mill Levy and the Town Capital and Maintenance Mill Levy to the repayment of debt issued by either the District or the Town, if and as applicable.

The District shall remit any revenues from the Mill Levies that are due to the Town no later than March 15 and June 30 each year, and the Town shall deposit and maintain such revenues in a separate fund earmarked specifically for use only as set forth in this Agreement (the "[] Metropolitan District Fund"). Any revenues from the Mill Levies the District receives after June 30 shall be remitted to the Town within 30 days of their receipt. The monies in the [] Metropolitan District Fund may be applied to any design, planning, engineering, surveying, construction management, labor, materials, operations and administrative costs related to construction of the Regional Infrastructure and the Town Infrastructure as further detailed in this Agreement. On a quarterly basis, the Town shall provide to the District an accounting of revenues received from the District attributable to the Mill Levies, along with an itemization of expenditures made in major categories.

5. Operation and Maintenance of the Public Improvements. The District shall dedicate the Public Improvements to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plat, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to operate and maintain any part or all of the Public Improvements, or any other improvements, public or private, unless specifically provided for in this Agreement or separate agreement with the Town. [The District shall not own fee title to any real property.]

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall limit the District's authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an *ad valorem* property tax mill levy ("Debt"), the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area (as defined in the Service Plan) without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District shall not issue Debt in excess of \$_____ in total aggregate principal amount, provided that such limitation shall not be applicable to refunding Bonds issued by the District to refund outstanding Debt.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

14. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-13 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

15. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

16. Annual Report. The District shall submit an annual report ("Annual Report") to the Town no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: _____ Metropolitan District
[address]

Attn:

Phone:

Fax:

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: _____ Town Attorney
 cc: _____, Finance Director

 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Miscellaneous.

A. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

B. Nonassignability. No party to this Agreement may assign any interest therein to any person without the consent of the other party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each party hereto.

C. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the parties hereto.

D. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phase, or other provision shall not affect any of the remaining provisions of this Agreement.

E. Execution of Documents. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

F. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

G. Default/Remedies. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

H. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

I. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

J. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

K. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

L. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

_____ **METROPOLITAN
DISTRICT**, a quasi municipal corporation and
political subdivision of the State of Colorado

By: _____
_____, President
_____ Metropolitan District

ATTEST:

_____, Secretary

EXHIBIT A

Utilization of Infrastructure Capital Mill Levy

EXHIBIT B

Utilization of Town Capital and Maintenance Mill Levy

EXHIBIT C

Utilization of Operation and Maintenance Mill Levy



Request for Town Council Action

Date: May 6, 2019
Submitted By: Kristin Schledorn, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **PUBLIC CONSUMPTION OF ALCOHOL IN PARKS**
Department: **Town Attorney, Kristin Schledorn**

EXECUTIVE SUMMARY

These ordinances amend Sections 8.08.010, Possession of alcohol in public places, and 12.02.200, Alcohol, to allow the possession and consumption of alcoholic beverages on park lands that will be designated by a separate Town Council resolution. The resolution designates Discovery Park, subject to specified conditions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

SB 18-243 allows municipalities and counties to authorize the consumption of alcoholic beverages in any public place, other than a public right-of-way. These ordinances amend Sections 8.08.010, Possession of alcohol in public places, and 12.02.200, Alcohol, to allow the possession and consumption of alcoholic beverages on park lands that will be designated by separate Town Council resolution. The resolution designates Discovery Park, subject to specified conditions, including limited hours (4 p.m. to closing) and no glass containers. This designation will take effect on Monday, May 27, 2019, and will expire on May 26, 2020, if Town Council does not take further action to extend the designation prior to that date.

FINANCIAL IMPACT

Minimal impact for additional park signage.

STRATEGIC GOAL(S)



SUPPORT AN
ACTIVE COMMUNITY



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

None

RECOMMENDED MOTION

I move to approve Ordinance No. 5.28.24 on second reading.

I move to approve Ordinance No. 12.03.5 on second reading.

i move to approve Resolution No. 19-026.

ORDINANCE NO. 5.28.24, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 8.08.010 OF THE PARKER MUNICIPAL CODE TO ALLOW THE PUBLIC CONSUMPTION OF ALCOHOL IN DESIGNATED PUBLIC PLACES WITHIN THE TOWN OF PARKER

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

Section 1. Subsection 8.08.010(a) of the Parker Municipal Code is amended to read as follows:

8.08.010 Possession of alcohol in public places.

(a) It is unlawful for any person to possess or consume any fermented malt beverage, or any malt, vinous or spirituous liquor, whether such possession is actual or constructive, in any public place as defined in Subsection 8.01.010(b) of this Title, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town; provided, however, that it shall not be a violation of this provision to: (1) store or consume any fermented malt beverage, or any malt, vinous or spirituous liquor in conformance with, and pursuant to the terms of, any validly issued permit or license; ~~or~~ (2) be in possession of a partially consumed bottle of vinous liquor (not to exceed seven hundred fifty [750] milliliters) that was originally sold for on-premises consumption and resealed pursuant to Section 44-3-901(10)(c), C.R.S.; or (3) be in possession or consume any fermented malt beverage, or any malt, vinous or spirituous liquor, in conformance with, and pursuant to the terms of, any resolution adopted by the Town authorizing the consumption of alcoholic beverages on designated park lands.

* * *

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 _____,
2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

ORDINANCE NO. 12.03.5, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 12.02.200 OF THE PARKER MUNICIPAL CODE TO ALLOW THE PUBLIC CONSUMPTION OF ALCOHOL IN DESIGNATED PUBLIC PLACES WITHIN THE TOWN OF PARKER

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

Section 1. Section 12.02.200 of the Parker Municipal Code is amended to read as follows:

12.02.200 Alcohol.

It is unlawful for any person to possess or consume alcohol beverages on park lands, except (a) in compliance with a special permit issued by the Town; or (b) in compliance with a resolution adopted by the Town authorizing the consumption of alcoholic beverages on designated park lands.

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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

RESOLUTION NO. 19-026, Series of 2019

TITLE: A RESOLUTION AUTHORIZING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN DISCOVERY PARK, SUBJECT TO CERTAIN CONDITIONS

WHEREAS, the Town of Parker is a home rule municipality duly organized and existing under laws of the State of Colorado and the Town's Charter;

WHEREAS, the Colorado General Assembly enacted SB 18-243, which, among other things, allows municipalities and counties to authorize the consumption of any fermented malt beverage or malt, vinous or spirituous liquor in any public place, other than a public right-of-way, if specifically authorized by ordinance, resolution or rule;

WHEREAS, Sections 8.08.010 and 12.02.200 of the Parker Municipal Code authorize the possession and consumption of alcohol on park lands designated by Town Council resolution; and

WHEREAS, the Town Council of the Town of Parker finds it is in the best interest of the Town to authorize the possession and consumption of alcoholic beverages in Discovery Park, subject to certain conditions.

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

Section 1. Discovery Park is hereby designated as the only park lands within the Town of Parker where the possession and consumption of alcoholic beverages, including any fermented malt beverage, or any malt, vinous or spirituous liquor, shall be allowed, subject to the following limitations:

a. Possession or consumption of alcoholic beverages in glass containers shall not be allowed.

b. Possession or consumption of alcoholic beverages shall only be allowed during the following hours: 4:00 p.m. until park closing.

Section 2. This Resolution shall take effect at 12:01 a.m. on May 27, 2019, and shall repeal at 11:59:59 p.m. on May 26, 2020, unless extended by prior official action of the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: May 6, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.530-B - Third Reading**
A Bill for an Ordinance Submitting Eight Ballot Questions to the Registered Electors of the Town of Parker at the November 5, 2019, Special Election to Amend the Town of Parker Home Rule Charter

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This ordinance submits Ballot Question 8, to amend Section 2.7 of the Town of Parker Home Rule Charter, concerning Mayor and Town Councilmember's Terms of Office, for the November 5, 2019 special election.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Section 15.10, the Charter may be amended at any general or special election called for such purposes upon questions which may be submitted to the electors by a majority of the Town Council. A special election is being held on November 5, 2019. At second reading, Town Council voted to approve Ballot Questions 1 through 7, and removed Question 8, concerning Mayor and Town Councilmember's Terms of Office, to be revised and considered at a third reading on May 6, 2019.

Following a study session on April 22, 2019, Ballot Question 8 has been revised to provide that persons serving as Mayor or Town Councilmember may serve no more than four (4) four-year terms of office, in his or her lifetime, whether as Mayor or Town Councilmember.

It also provides that any Town Councilmember or Mayor who is appointed or elected to fill a vacancy with more than half the term remaining shall be considered to have served one complete four-year term.

If passed, this lifetime term limit will apply retroactively to any current or former Town Councilmember or Mayor, except that any person who is holding office on November 5, 2019, may serve the remainder of his or her term if he or she has served in excess of the lifetime term limits.

FINANCIAL IMPACT

The Town Clerk has funds budgeted for the November election.

STRATEGIC GOAL(S)



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Ordinance No. 1.530-B

RECOMMENDED MOTION

I move to approve Ordinance No. 1.530-B on third reading.

ORDINANCE NO. 1.530-B, Series of 2019

TITLE: A BILL FOR AN ORDINANCE SUBMITTING EIGHT BALLOT QUESTIONS TO THE REGISTERED ELECTORS OF THE TOWN OF PARKER AT THE NOVEMBER 5, 2019, SPECIAL ELECTION TO AMEND THE TOWN OF PARKER HOME RULE CHARTER

WHEREAS, the Town of Parker shall hold a special election on November 5, 2019; and

WHEREAS, the Town Council desires to present to the electors of the Town of Parker eight ballot questions to amend the Home Rule Charter.

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

Section 1. The following ballot questions shall be placed on the ballot of the November 5, 2019, special election of the Town of Parker for consideration by the registered electors:

QUESTION 1.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 2.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 3.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 4.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 5.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 6.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 7.

APPROVED BY MOTION ON APRIL 15, 2019, AS PART OF ORDINANCE 1.530-A.

QUESTION 8.

Shall the Home Rule Charter of the Town of Parker be amended by amending and readopting Section 2.7 – Mayor and Town Councilmember’s Terms of Office, as follows?

Section 2.7 - Mayor & Town Councilmember's Terms of Office. ~~The Mayor and the six (6) Trustees holding office at the time of the adoption of this Charter shall remain in office until the first regular Town election to be held under this Charter on the Tuesday following the first Monday in April in the year 1984. At that time the terms of Mayor and the terms of the present members of the Board of Trustees (who shall become known as Town Councilmembers) shall be as follows:~~

~~a. The term of office for Mayor of the Town of Parker, commencing with the election held in the year 1984, shall be for four (4) years. Thereafter, election for the Mayor shall be held at the regular municipal election every fourth year.~~

~~b. The members of the Town Council, commencing with the 1986 municipal election shall be elected for a four-year term of office.~~

~~c. At the regular municipal election in the year 1984, the Town Council of the Town of Parker shall be elected for the following terms of office:~~

~~1. Those nominees seeking election for the Town Council who receive the first, second and third largest number of votes each shall be elected for a four-year term of office.~~

~~2. Those nominees seeking election for the Town Council who receive the fourth, fifth and sixth largest number of votes shall be elected for a two-year term of office.~~

~~3. In the event there is a tie for the persons receiving the third and fourth largest number of votes, then there shall be a drawing by lot pursuant to the Colorado Municipal Election Code, at the first regular meeting of the Town Council thereafter; the winner of said lot drawing shall serve a four-year term and the loser a two-year term of office.~~

~~4. Those persons whose term of office is determined to be four (4) years shall thereafter have their position as a member of the Town Council until the regular municipal election in the year 1988 and every fourth year thereafter. Those persons whose term of office is determined to be two (2) years shall have their position as a member of the Town Council until the regular municipal election in 1986 and every fourth year thereafter. By this means, overlapping terms of office will be established.~~

The term of office of all Town Councilmembers and the Mayor shall be four (4) years. The terms of office of the Town Councilmembers shall be staggered so that three (3) Town Councilmembers are elected every two (2) years. Neither the Mayor

nor any Town Councilmember shall serve more than four (4) four-year terms of office, in his or her lifetime, whether as Mayor or Town Councilmember. Any Town Councilmember or Mayor who is appointed or elected to fill a vacancy with more than half the term remaining shall be considered to have served one complete four-year term. This Section 2.7 shall apply retroactively to any current or former Town Councilmember or Mayor, except any person who has served as a Town Councilmember or Mayor in excess of the lifetime term limits in this Section 2.7, and who is holding that office on November 5, 2019, may serve the remainder of that term.

YES _____ NO _____

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 _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

FOLLOWING A SECOND READING HELD ON APRIL 15, 2019, AT WHICH ORDINANCE 1.530-A WAS ADOPTED, THIS ORDINANCE NO. 1.530-B WAS ADOPTED ON THIRD AND FINAL READING this _____ day of _____, 2019.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney