TOWN OF PARKER COUNCIL AGENDA
August 19, 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. PUBLIC COMMENTS 3 Minute Limit (No action will be taken on these items)

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. **CONSENT AGENDA**

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

A. APPROVAL OF MINUTES - August 5, 2019

B. ORDINANCE NO. 1.523.4 - First Reading
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Rhonda Willey
Second Reading: September 3, 2019

C. ORDINANCE NO. 5.75.2 - First Reading
A Bill for an Ordinance to Amend Chapter 6.02 of the Parker Municipal Code Concerning Protection of Nonsmokers From Involuntary Exposure to Tobacco and Marijuana Smoke in Indoor Areas Open to the Public

Department: Town Attorney, Kristin Schledorn
Second Reading: September 3, 2019

D. ORDINANCE NO. 1.537 - First Reading
A Bill for an Ordinance to Amend Chapter 2.06 of the Parker Municipal Code Concerning Municipal Campaign Finance Complaints

Department: Town Attorney, Kristin Schledorn
Second Reading: September 3, 2019

E. ORDINANCE NO. 9.300 - First Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer

Department: Police, David King
Second Reading: September 3, 2019

F. ORDINANCE NO. 9.301 - First Reading
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)

Department: Police, David King
Second Reading: September 3, 2019

G. ORDINANCE NO. 5.59.1- First Reading
A Bill for an Ordinance to Amend Chapter 6.03 of the Parker Municipal Code Concerning Noise Regulations

Department: Town Attorney, Kristin Schledorn
Second Reading: September 3, 2019

H. RESOLUTION NO. 19-059
A Resolution to Determine that the E-470 Right-of-Way Northeast Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for October 7, 2019

Department: Community Development, Carolyn Parkinson

I. RESOLUTION NO. 19-062
A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2019 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

Department: Community Development, Bryce Matthews

J. RESOLUTION NO. 19-068
A Resolution Accepting the Conveyance of a Traffic Signal Easement from Monarch Country Meadows, LLC, To Regulate Traffic at the Intersection of Hess Road and the Country Meadows Square Subdivision

Department: Engineering and Public Works, Alex Mestdagh

K. CONTRACTS OVER $100,000

1. 2019 Townwide Slurry/Chip Seal Program (CIP19-005) Contract Modification

Amount: $180,000.00
Contractor: Vance Brothers, Inc
Department: Engineering and Public Works, Danny Smith

5. **ORDINANCES**

A. SALE OF PINE CURVE PROPERTY

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

1. RESOLUTION NO. 19-075
A Resolution of Intent to Sell the My Mainstreet Parcels Including the Pine Curve Property and Pace Lot 2

2. ORDINANCE NO. 1.536 - Second Reading
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and UDC Miller, LLC, Concerning the Property Known as the Pine Curve

B. ORDINANCE NO. 9.299 - Second Reading
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resources Officers

Department: Police, David King

6. **PUBLIC HEARINGS**

A. CHAMBERS ROAD ANNEXATIONS and ZONINGS

Department: Community Development, Stacey Nerger

1. **ORDINANCE NO. 2.268 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Mainstreet Tract P Property in Douglas County

2. **RESOLUTION NO. 19-071**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road and Public Service of Colorado Right-of-Way Property for Annexation into the Town of Parker

3. **ORDINANCE NO. 2.269 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property in Douglas County

4. **RESOLUTION NO. 19-072**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 1 Property for Annexation into the Town of Parker

5. **ORDINANCE NO. 2.270 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 1 Property in Douglas County

6. **RESOLUTION NO. 19-073**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 2 Property for Annexation into the Town of Parker

7. **ORDINANCE NO. 2.271 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 2 Property in Douglas County

8. **RESOLUTION NO. 19-074**
A Resolution to Set Forth Town Council's Findings of Fact and Conclusions as to the Eligibility of the Chambers Road No. 3 Property for Annexation into the Town of Parker

9. **ORDINANCE NO. 2.272 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 3 Property in Douglas County

10. **RESOLUTION NO. 19-067**
A Resolution to Exempt Certain Real Property Commonly Known as Mainstreet and Chambers East Subdivision Filing No. 1 from the Definition of Subdivision and Subdivided Land as Contained in the Town of Parker Land Development Ordinance

11. **ORDINANCE NO. 3.347 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Chambers Road and Mainstreet Tract P Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

12. **ORDINANCE NO. 3.348 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

13. **ORDINANCE NO. 3.349 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Tract T Property to OS-Open Space District pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

14. **ORDINANCE NO. 3.350 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Mainstreet and Chambers East Tract D Property to OS-Open Space District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

B. HESS RANCH

Applicant:	**JEN Colorado 18, LLC**
Location:	**West of Crowfoot Valley Road between Stroh Road and Chambers Road**
Department:	**Community Development, Paul Workman**
TRAKiT Nos.:	**SUB18-049, SUB18-051, and Z18-027**

1. **ORDINANCE NO. 3.315.2 - Second Reading**
A Bill for an Ordinance Amend the Hess Ranch Development Plan and Guide, Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

2. **Infrastructure Sketch and Preliminary Plans**

3. **Hess Ranch Parks, Trails and Open Space Master Plan**

7. ADJOURNMENT

Parker Town Council

Executive Session Agenda

August 19, 2019

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

1. Town Administrator Evaluation Process

2. Town Attorney Evaluation Process

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

3. Chapter 2.05 of the Parker Municipal Code, concerning the possible unauthorized disclosure of confidential attorney-client privileged communications and/or confidential executive session communications

4. Benjamin Ramsey et. al. v. Town of Parker et. al., Civil Action No. 18-cv-1845-WJM-KLM

TOWN OF PARKER COUNCIL
MINUTES
AUGUST 5, 2019

Mayor Mike Waid called the meeting to order at 5:32 P.M. All Councilmembers were present.

Town Attorney Jim Maloney announced the topics for discussion in Executive Session were six (6) items. Under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was Purchase and Sale Agreement --Pine Curve and the second was listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet); under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was to receive legal advice on specific legal questions concerning Benjamin Ramsey et. al. v. Town of Parker et. al., Civil Action No. 18-cv-1945-WJM-KLM, the second was to receive legal advice on specific legal questions concerning SB 19232 (C.R.S § 1-45-111.7(9)(b) concerning municipal campaign finance complaints, the third was to receive legal advice on specific legal questions concerning Chapter 13.12 of the Parker Municipal Code concerning small cell facilities and the fourth was to receive legal advice on specific legal questions concerning Chapter 13.07 of the Parker Municipal Code (Procedures and requirements for subdivisions and Listing agreement for Town properties between NavPoint Real Estate Group and the Town.

EXECUTIVE SESSION

Renee Williams moved and Debbie Lewis seconded to go into Executive Session at 5:56 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4((e) and to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b).

The motion was approved unanimously.

Debbie Lewis moved and Renee Williams seconded to come out of Executive Session at 7:18 P.M.

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to recess the regular meeting.

The motion was approved unanimously.

REGULAR MEETING

Mayor Mike Waid reconvened the meeting at 7:25 P.M.

Mayor Waid led the Pledge of Allegiance.

PARKER CHAMBER OF COMMERCE UPDATES

Omar Castillo with the Chamber Board reported on activities for the month.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Chris Schnell, Vice Chair of the Downtown Business Alliance, provided their monthly update. He noted that their website address is DowntownParker.com.

PUBLIC COMMENTS

The Mayor announced the Purchase and Sale Agreement for Pine Curve will be discussed on August 19, 2019. He explained the purpose of a consent agenda to the audience.

Jeff Toborg asked the Town Attorney to read into the record the parts of the Purchase Agreement that apply directly to the citizens' initiative. Councilmember Toborg asked Attorny Maloney to read it into the record the date certain on which the citizens' initiative signatures need to be turned in to the Town for validation.

Attorney Jim Maloney stated that the Purchase and Sale Agreement that is on the Consent Agenda is part of an ordinance under the Town's Charter in order to approve the sale of land that is owned by the Town of Parker, it has to be approved by Town Council by ordinance and as the Mayor indicated, it is a two reading process, the first reading is tonight, that's simply an introduction and the actual decision would be made two weeks from tonight as a part of second reading. At that point, the public will be allowed to come forward and speak on the merits of the Purchase and Sale Agreement that's in the packet.

The Purchase and Sale Agreement that is in the packet has been signed by a prospective purchaser and the Purchase and Sale Agreement is approximately 34 pages and that is without referencing Exhibits. The buyer has been advised of the initiative and I want to be very clear tonight that the Purchase and Sale Agreement, even if it is approved by Council two weeks from tonight, does not affect the initiative. So either the buyer buys the property before the initiative is concluded, they buy subject to the initiative and the outcome of that initiative, but no buyer wants to buy land that may be open space, so as Councilmember Toborg indicated, it is addressed in the Purchase and Sale Agreement. There are several references in the Purchase and Sale Agreement to the initiative. I am not going to read them all, but I'll give you the paragraphs so you can actually go on line and actually view the contract yourself and all the applicable provisions that deal with the initiative.

So, the main paragraph is 6.8, it's titled Zoning. The parties acknowledge that as the effective date, the property is zoned GD Greater Downtown District Historic Center by the Town and remains so after closing and buyer must satisfy itself that such zoning permits construction and use of the property improvements contemplated by buyer. Buyer acknowledges that buyer has been informed that a petition initiated by Town residents has been commenced to change zoning of the property to OS Open Space district. It shall be a condition precedent to closing for the benefit of both the buyer and seller that zoning of the property has not changed as of the closing date and that as of the closing date there are no pending resident initiative petitions. Town Council proceedings or pending litigation that would result in a change in zoning of the property after closing and that there is no pending resident initiative referendums challenging the Town Council's ordinance approving this agreement. In the event a petition or referendum is filed with respect to any matter set forth herein that the buyer's sole option by written notice

to seller, the schedule and the outside closing date here and after defined shall be extended on a day-to-day basis pending the pendency of such petition or referendum but not during any appeal period or any dependency of any appealable applicable thereto. It also appears in Section 8.1, 9.12, 9.13, 9.14, 9.22, 9.23, 9.24. So it is something that we certainly have acknowledged with the buyer, we have discussed with the buyer, the buyer doesn't want the property if there is a pending initiative so there would be no closing until after the matters of the initiative are concluded.

The date for getting in the petitions is October 9 and then it goes through a process of the Clerk determining whether or not the petitions are sufficient. If the petitions are deemed sufficient, then it will go through a process that ultimately results in an election. October 9 is the last date to get the petitions in and again it goes through a process to determine if the petitions are sufficient, in other words, they have the requisite number of signatures by residents of the Town of Parker on those petitions. If they are deemed sufficient, then it goes through a process. If there is an election, that election will probably not occur until maybe the end of December or first quarter of 2020. That will be a special election. It will be an election that the Town will have to fund out of its general fund. So the property, itself, will not close until after all of that is concluded. If the election results and the residents determine that the property remains as open space, then there will be no closing.

Public Comment

All individuals listed below, spoke against the Purchase and Sale Agreement for Pine Curve.
- Susan Fox - 20864 E. Lyttle Dr. - Pine Curve and Public Comment policy
- Smith Young - 16474 Creekview Dr. (Stonegate)
- Joy Overbeck - 19692 E. Mann Creek
- Timothy Carter - 20313 Vista Cir.
- Mary Lou Carter - 20313 Vista Cir.
- John Sutherland - 22318 Quail Run Way
- Dale Brinker - 20130 E. Williamson Dr.
- Lily Williams - 11390 Hilary Pl.
- Dave Usechek - 12713 Buckhorn
- Levente Batizy - 20315 Vista Cir.
- Terry Dodd - 11450 Marlborough Dr.
- Mike Roseche - 11425 E. Regency
- Ron Faulkner - 11410 Hilary Ct.
- Al Thompson - 11198 Cambridge Ct.
- Nancy Davis - 11241 Parliament Way

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

There were none.

CONSENT AGENDA

A. *APPROVAL OF MINUTES - July 15, 2019*

B. *CHAMBERS ROAD ANNEXATIONS and ZONINGS*

Department: Community Development, Stacey Nerger

Second Reading: August 19, 2019

1. *ORDINANCE NO. 2.268 - First Reading*
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Mainstreet Tract P Property in Douglas County

2. *ORDINANCE NO. 3.347 - First Reading*
   A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Chambers Road and Mainstreet Tract P Property to PD-Planned Development District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

3. *ORDINANCE NO. 2.269 - First Reading*
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property in Douglas County

4. *ORDINANCE NO. 3.348 - First Reading*
   A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Chambers Road and Public Service Company of Colorado Right-of-Way Property to PF-Public Facilities District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

5. *ORDINANCE NO. 2.270 - First Reading*
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 1 Property in Douglas County

6. *ORDINANCE NO. 3.349 - First Reading*
   A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Tract T Property to OS-Open Space District pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

7. *ORDINANCE NO. 2.271 - First Reading*
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 2 Property in Douglas County

8. *ORDINANCE NO. 2.272 - First Reading*
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Chambers Road No. 3 Property in Douglas County

9. *ORDINANCE NO. 3.350 - First Reading*
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Mainstreet and Chambers East Tract D Property to OS-Open Space District Pursuant to the Town of Parker Land Development Code and Amending the Zoning Ordinance and Map to Conform Therewith

C. *ORDINANCE NO. 3.315.2 - First Reading*
A Bill for an Ordinance Amend the Hess Ranch Development Plan and 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.: *Z18-027*
Second Reading: *August 19, 2019*

D. *ORDINANCE NO. 9.299 - First Reading*
An Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resources Officers

Department: *Police, David King*
Second Reading: *August 19, 2019*

E. *ORDINANCE NO. 1.536 - First Reading*
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and UDC Miller, LLC, Concerning the Property Known as the Pine Curve

Department: *Community Development, Jason Rogers*
Town Attorney, Jim Maloney
Second Reading: *August 19, 2019*

F. *RESOLUTION NO. 19-064*
A Resolution to the Town Council Approving the Factual Summaries for the November 5, 2019 Special Election

Department: *Town Attorney, Kristin Schledorn*

G. *RESOLUTION NO. 19-065*
A Resolution to Adopt an Amended Town Council Policy Statement 1-8 Concerning Public Hearing Procedure and Public Comment Policy

Department: *Town Attorney, Kristin Schledorn*

H. CONTRACTS OVER $100,000

1. Townwide Sign Program - Parker Wayfinding Signage - Phase 3 (CDOT)

Department: Community Development, Mary Munekata
Engineering and Public Works, Chris Hudson

a. RESOLUTION NO. 19-061
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Single Source Contract Concerning the Townwide Wayfinding Signage - Phase 3 Project

b. Contract Documents and Construction Specifications for Parker Wayfinding Signage - Phase 3 (CDOT)

Amount: $219,442
Contractor: Al Lenzi Group, Inc.

2. Kings Point Way - Cottonwood Drive to Aurora Parkway (CIP18-001) Professional Services Agreement

Amount: $227,378.00
Contractor: Stanley Consultants Inc.
Department: Engineering and Public Works, Tom Gill

3. Inspire Creative Inc. - Theater Production Services

Amount: $130,000
Contractor: Inspire Creative Inc.
Department: Cultural, Elaine Mariner

4. Give 5 Productions, Inc. - Theater Production Services

Amount: $130,000
Contractor: Give 5 Productions, Inc.
Department: Cultural, Elaine Mariner

5. Sasquatch Productions, Ltd - Theater Production Services

Amount: $130,000
Contractor: Sasquatch Productions, Ltd
Department: Cultural, Elaine Mariner

6. Lincoln Avenue Extension and Auxillary Lane Project (CIP190013)
Department: Engineering and Public Works, Chris Hudson

a. RESOLUTION NO. 19-066
A Resolution to Determine, Upon Recommendation of the Town Administrator, that the Public Interest Will Be Served by a Single Source Contract Concerning the Lincoln Avenue Extension and Auxiliary Lane (CIP19-013) Project
Department: Engineering and Public Works, Chris Hudson

Jeff Toborg moved to pull Consent Agenda Items 6E and 6G.

Cheryl Poage seconded the motion.

The vote failed with a 4 to 2 vote. (Lewis, Diak, Rivero and Williams voted no.)

Joshua Rivero moved to pull Consent Agenda Item 6G.

John Diak seconded the motion.

The motion passed with a 5 to 1 vote. (Toborg voted no.)

Cheryl Poage moved to pull Consent Agenda Item 6E.

Jeff Toborg seconded the motion.

The motion failed with a 4 to 2 vote. (Diak, Lewis, Rivero and Williams voted no.)

Joshua Rivero moved to approved Consent Agenda Items 6A through 6H except 6G.

Renee Williams seconded the motion.

The motion passed with a 4 to 2 vote. (Poage and Toborg voted no.)

After clarification by the Deputy Town Attorney, Kristin Schledorn, Joshua Rivero moved to approved Consent Agenda item 6G.

Renee Williams seconded the motion.

The motion passed with a 4 to 2 vote. (Poage and Toborg voted no.)

PUBLIC HEARINGS

A. KOA ENCLAVE PROPERTY ANNEXATION and ZONING

Department: Community Development, Stacey Nerger

8:35 PM

The KOA Property is located in unincorporated Douglas County but surrounded by the Town of Parker for a period of not less than three (3) years. The Town proposes an enclave annexation of this property and concurrently zoning it to A-Agricultural District. There are no development proposals for the subject property at this time. The Town has committed to a policy of actively pursuing the annexation of enclaves.

The proposal is to zone the KOA Property to A-Agricultural District. This is consistent with the current Agriculture-1 zoning for the property in unincorporated Douglas County.

The proposed zoning meets the nine (9) criteria for rezoning as set forth in the Land Development Ordinance.

Public Comment - None

The Public Hearing was closed at 8:38 P.M.

1. **RESOLUTION NO. 19-053**
   A Resolution to Establish the Town Council's Findings of Fact and Conclusions Thereon Concerning the KOA Enclave Property Annexation

   Joshua Rivero moved to approve Resolution No. 19-053.

   Debbie Lewis seconded the motion.

   The motion was approved unanimously.

2. **ORDINANCE NO. 2.267 - Second Reading**
   A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the KOA Enclave Property in Douglas County

   Joshua Rivero moved to approve Ordinance No. 2.267 on second reading.

   Debbie Lewis seconded the motion.

   The motion was approved unanimously.

3. **ORDINANCE NO. 3.346 - Second Reading**
   A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the KOA Enclave Property to A-Agriculture District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

Joshua Rivero moved to approve Ordinance No. 3.346 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

B. HESS RANCH METROPOLITAN DISTRICTS NOS. 4 - 8
Department: Town Attorney, Kristin Schledorn

8:41 PM

The purpose of this item is to approve the Amended and Restated Service Plans for Hess Ranch Metropolitan District Nos. 4 - 8 and the Amended and Restated Intergovernmental Agreements (IGAs) between the Town of Parker, Colorado, and Hess Ranch Metropolitan District Nos. 4 - 8.

In September 2015, the Town Council approved the Consolidated Service Plan (the "Original Service Plan") for Hess Ranch Metropolitan District Nos. 1 – 8 (the "Hess Ranch Districts"). At the time of Town approval of the Original Service Plan it was anticipated that the Hess Ranch Districts would collectively undertake the financing and construction of the public improvements in sequential order. As a result of the sale of approximately 400 acres of land located within the original Service Plan area (the "HR935 Property"), there is a diversity of property ownership in the Hess Ranch Districts, with JEN Colorado 18, LLC, owning the remaining approximately 1,136 acres of land (the "JEN Property"). As a result of this diversity of property ownership, the Hess Ranch Districts have determined that development of the project and financing and construction of the public improvements may occur at different times. The Hess Ranch Districts have decided that District Nos. 1-3 will serve the HR935 Property and District Nos. 4-8 will serve the JEN Property.

Town Council has approved Amended and Restated Service Plans and Amended and Restated IGAs for District Nos. 1 - 3. The proposed Service Plans and IGAs substantially comply with the forms approved by Town Council in May 2019.

Pursuant to the terms of the proposed IGAs and Service Plans, the Districts have agreed to levy and remit to the Town, a property tax of 5 mills, which will be used for the planning, design, construction and maintenance of Town infrastructure, as identified on Exhibit B of the IGAs.

The Applicant, Tom George, was present and provided a brief presentation.

Public Comment: None

The Public Hearing was closed at 8:52 PM.

1. **RESOLUTION NO. 19-054**
   A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 4

   Joshua Rivero moved to approve Resolution No. 19-054.

Renee Williams seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

2. RESOLUTION NO. 19-055
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 5

Renee Williams moved to approve Resolution No. 19-055.

Joshua Rivero seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

3. RESOLUTION NO. 19-056
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 6

Debbie Lewis moved to approve Resolution No. 19-056.

Renee Williams seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

4. RESOLUTION NO. 19-057
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 7

John Diak moved to approve Resolution No. 19-057.

Joshua Rivero seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

5. RESOLUTION NO. 19-058
A Resolution to Approve the Amended and Restated Service Plan for Hess Ranch Metropolitan District No. 8

Joshua Rivero moved to approve Resolution No. 19-058.

Renee Williams seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

6. ORDINANCE NO. 9.294 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 4

Debbie Lewis moved to approve Ordinance No. 9.294 on second reading.

John Diak seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

7. ORDINANCE NO. 9.295 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 5

Renee Williams moved to approve Ordinance No. 9.295 on second reading.

Debbie Lewis seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

8. ORDINANCE NO. 9.296 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 6

John Diak moved to approve Ordinance No. 9.296 on second reading.

Debbie Lewis seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

9. ORDINANCE NO. 9.297 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 7

Joshua Rivero moved to approve Ordinance No. 9.297 on second reading.

Renee Williams seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

10. ORDINANCE NO. 9.298 - Second Reading
A Bill for an Ordinance Approving the Intergovernmental Agreement By and Between the Town of Parker, Colorado, and Hess Ranch Metropolitan District No. 8

Debbie Lewis moved to approve Ordinance No. 9.298 on second reading.

Joshua Rivero seconded the motion.

The motion passed with a 5 to 1 vote. (Poage voted no.)

The meeting was adjourned at 8:58 PM.

_____ _____

Carol Baumgartner, Town Clerk Mike Waid, Mayor

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Rhonda Willey, Accounting Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.523.4 - First Reading**
A Bill for an Ordinance to Adopt the 2019 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: **Finance, Rhonda Willey**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

The purpose of this budget revision is to amend the appropriated funds for 2019. The total budget amendment is a net increase of $500,000 to the Parks and Recreation Fund. The expenditure for the transfer from the Recreation Fund was not accounted for in the prior budget revision contained in Ordinance 1.523.3. This revision is also an increase of revenues and expenditures in the General Fund in the amount of $3,651 and an increase of revenues and expenditures in the Cultural Fund in the amount of $9,900. Both of these are for contributions from external agencies.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Parks and Recreation Fund budget amendment in Ordinance 1.523.3 did not account for the increase of expenditures from the $500,000 fund transfer from the Recreation Fund for the H2O'Brien renovation. The $500,000 was transferred in as revenue to the Parks and Recreation Fund prior to this amendment contained in Ordinance 1.523.4.

General Fund - increase in revenues and expenditures by $1,618 for a contribution from the COPPs organization for surgery to one of the Town's K9s. Increase in revenues and expenditures by $2,033 for a contribution of a RAD System Aggressor suit from the Rotary Club for training the K9 units.

Cultural Fund - increase in revenues and expenditures by $9,900 for the in-kind contribution of

the floor refinish at the PACE Center.

FINANCIAL IMPACT

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 3,651	$ 3,651	$ -
Parks and Recreation Fund	500,000	-	500,000
Cultural Fund	9,900	9,900	-
Total all funds	$ 513,551	$ 13,551	$ 500,000

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.523.4

RECOMMENDED MOTION

I move to approve Ordinance 1.523.4 on first reading and schedule second reading for Tuesday, September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 1.523.4, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2019 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

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

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

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

Section 1. The 2019 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.4

1st Reading August 19, 2019

2nd Reading September 3, 2019

	Revision	2019 Revised Budget
General Fund		
Beginning fund balance		$ 21,031,496
Revenue		52,738,366
Revenue revision	3,651	3,651
Total revised revenue		52,742,017
Total available		73,773,513
Expenditures		58,201,794
Supplemental appropriation	3,651	
Total expenditure revision		3,651
Total revised expenditures		58,205,445
Ending fund balance		$ 15,568,068
Parks and Recreation Fund		
Beginning fund balance		$ 9,330,394
Revenue		11,514,160
Revenue revision	-	-
Total revised revenue		11,514,160
Total available		20,844,554
Expenditures		15,252,951
Supplemental appropriation	500,000	
Total expenditure revision		500,000
Total revised expenditures		15,752,951
Ending fund balance		$ 5,091,603

Town of Parker **Exhibit A**

2019 Revised Budget Ordinance 1.523.4

1st Reading August 19, 2019

2nd Reading September 3, 2019

	Revision	2019 Revised Budget
Cultural Fund		
Beginning fund balance		$ 1,542,978
Revenue		5,441,099
Revenue revision	9,900	9,900
Total revised revenue		5,450,999
Total available		6,993,977
Expenditures		6,812,728
Supplemental appropriation	9,900	
Total expenditure revisions		9,900
Total revised expenditures		6,822,628
Ending fund balance		$ 171,349

Town of Parker **Exhibit A**

Summary of Revisions to 2019 Budget Ordinance 1.523.3

1st reading 08/19/2019

2nd reading 09/03/2019

	Supplemental Expenditures	Supplemental Revenue	Net Revision
General Fund	$ 3,651	$ 3,651	$ -
Parks and Recreation Fund	500,000	-	500,000
Cultural Fund	9,900	9,900	-
Total all funds	$ 513,551	$ 13,551	$ 500,000

Town of Parker **Exhibit A**
Detail of Supplemental Revisions to 2019 Budget Ordinance 1.523.4
1st reading 08/19/2019
2nd reading 09/03/2019

Expenditures

General Fund

Surgery for K9 - portion funded by COPPs	1,618
RAD Systems Agressor Suit - Poriton funded by Rotary Club	2,033
Total General Fund expenditure supplemental revision	**$3,651**

Parks & Recreation Fund

H2O Renovation Project - expenditure of transfer from Recreation fund not accounted for in 1.523.3 revision	500,000
Total Parks & Recreation Fund expenditure supplemental revision	**$500,000**

Cultural Fund

Floor refinish in kind contribution	9,900
Total Cultural Fund expenditure supplemental revision	**$9,900**

Total expenditure supplemental revision	**$513,551**

Revenues

General Fund

Contribution from COPPs for K9 surgery	1,618
Contribution from Rotary Club for Agressor Suit	2,033
Total General Fund revenue supplemental revision	**$3,651**

Cultural Fund

Floor refinish in kind contribution	9,900
Total Cultural Fund revenue supplemental revision	**9,900**

Total revenue supplemental revision	**$13,551**

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.75.2 - First Reading**
A Bill for an Ordinance to Amend Chapter 6.02 of the Parker Municipal Code Concerning Protection of Nonsmokers From Involuntary Exposure to Tobacco and Marijuana Smoke in Indoor Areas Open to the Public

Department: **Town Attorney, Kristin Schledorn**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

This ordinance amends Chapter 13.02, to include revisions to the Colorado Clean Indoor Air Act, as amended by House Bill 19-1076.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2006, the Colorado Clean Indoor Air Act was adopted in an effort to protect nonsmokers from involuntary exposure to smoke from tobacco and marijuana in most indoor areas open to the public. The Town of Parker adopted ordinances in compliance with these restrictions.

House Bill 19-1076 amends the Colorado Clean Indoor Air Act and was primarily aimed at protecting the public from the involuntary exposure to emissions from secondhand smoke and electronic smoking devices, commonly referred to as e-cigarettes. The new legislation also contains stricter requirements regarding signage related to minors, prohibits minors' access to cigar-tobacco bars and retail tobacco businesses including vaping establishments, and allows municipalities to increase the minimum distance from which an individual is permitted to smoke near the entryway of specified businesses and public buildings from 15 feet to 25 feet. The amended Colorado Clean Indoor Air Act also tightens up restrictions on secondhand emissions in workplaces by requiring all employers to prohibit smoking of any type in the workplace. Hotels and motels are no longer listed as an exception under the new legislation and are no

longer permitted to have smoking rooms.

FINANCIAL IMPACT

Minimal, for updated signage.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 5.75.2

RECOMMENDED MOTION

I move to approve Ordinance No. 5.75.2 on first reading and to schedule second reading on September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 5.75.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 6.02 OF THE PARKER MUNICIPAL CODE CONCERNING PROTECTION OF NONSMOKERS FROM INVOLUNTARY EXPOSURE TO TOBACCO AND MARIJUANA SMOKE IN INDOOR AREAS OPEN TO THE PUBLIC

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

Section 1. Section 6.02.010 of the Parker Municipal Code is amended to read as follows:

6.02.010 Legislative intent.

It is the intent of this Chapter to protect the public health, safety and welfare by prohibiting smoking**, including electronic smoking devices,** in all indoor areas open to the public, except where specifically allowed under this Chapter.

Section 2. Section 6.02.010 of the Parker Municipal Code is amended to read as follows:

6.02.020 Definitions.

* * *

Electronic smoking device ***or ESD*** means any ~~**electronic or battery-operated device that delivers a vapor of nicotine or other substances for inhalation. This term shall include every variation and type of such devices regardless of the product name or descriptor by which they are**~~ **product, other than a product described in the exceptions below, that contains or delivers nicotine or any other substance intended for human consumption and that can be used by a person to enable the inhalation of vapor or aerosol from the product. It includes any product described in this definition and any similar product or device, whether** manufactured, distributed, marketed, or sold **as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen or under any other product name or descriptor**. ~~**The use of an electronic smoking device includes engaging in an act that causes gases, particles, or vapors to release into the air as a result of combustion, electrical ignition, or vaporization, where the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the gases, particles, or vapors.**~~ **It does not include a humidifier or similar device that emits only water vapor, or an inhaler, nebulizer, or vaporizer that is approved by the Federal Food and Drug Administration for the delivery of medication.**

* * *

Entryway means the outside of the front or main doorway leading into a building or facility that is not exempted under Section 6.02.040 below. *Entryway* also includes the area of public or private property within a ~~**fifteen**~~ **twenty-five**-foot radius outside of the doorway.

* * *

Smoking means ~~**the burning of a lighted cigarette, cigar, pipe or any other matter or substance that contains tobacco or marijuana**~~ **inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form,** as defined by Subsection 8.08.030(a) of this Code. **"Smoking" also includes the use of an ESD.**

* * *

Tobacco business **means a sole proprietorship, corporation, partnership, or other enterprise engaged primarily in the sale, manufacture, or promotion of tobacco, tobacco products, or smoking devices or accessories, including ESDs, either at wholesale or retail, and in which the sale, manufacture, or promotion or other products is merely incidental.**

* * *

Section 3. Section 6.02.030 of the Parker Municipal Code is amended to read as follows:

6.02.030 General smoking restrictions.

Except as provided in Section 6.02.040 below, and in order to reduce the levels of exposure to environmental tobacco smoke, no smoking shall be permitted and no person shall smoke in any indoor area, including, but not limited to:

* * *

(11) **Any place of employment that is not exempted, whether or not open to the public and regardless of the number of employees.** In the case of employers who own facilities otherwise exempted, each such employer shall provide a smoke-free work area for each employee requesting not to have to breathe ~~**environmental tobacco**~~ **secondhand** smoke~~**. Every employee shall have a right to work in an area free of environmental tobacco smoke.**~~ **and emissions from electronic smoking devices.**

* * *

(16) ~~**Restrooms, lobbies, hallways and other common areas in hotels and motels, and in at least seventy-five percent (75%) of the sleeping quarters within a hotel or motel that are rented to guests;**~~ **Hotel and motel rooms;**

* * *

(27) Other educational and vocational institutions; ~~**and**~~

(28) Assisted living facilities and assisted living residences; and

~~**(28)**~~**(29)** Entryways of all buildings and facilities listed in Paragraphs (1) to ~~**(27)**~~**(28)** above.

* * *

Section 4. Section 6.02.040 of the Parker Municipal Code is amended to read as follows:

6.02.040 Exceptions to tobacco smoking restrictions.

The following are exempt from the tobacco smoking prohibitions in Section 6.02.030 above; provided, however, that such exceptions herein shall not apply to the smoking of marijuana to the extent otherwise prohibited by Section 8.08.060 of this Code:

* * *

(3) ~~**A hotel or motel room rented to one (1) or more guests if the total percentage of such hotel or motel rooms in such hotel or motel does not exceed twenty-five percent (25%);**~~

(4) Any retail tobacco business. **Except that it shall prohibit entry by any person under eighteen years of age; and shall display signage in at least one conspicuous place and at least four inches by six inches in size stating either: "Smoking allowed. Children under eighteen years of age may not enter," or, in the case of retail tobacco business that desires to allow the use of ESDs but not other forms of smoking on the premises, "Vaping allowed. Children under eighteen years of age may not enter."**

(5) A cigar-tobacco bar. **However, such a business shall not expand its size or change its location from the size and location in which it existed as of December 31, 2005; and shall prohibit entry by any person under eighteen years of age and shall display signage in at least one conspicuous place and at least four inches by six inches in size stating: "Smoking allowed. Children under eighteen years of age may not enter."**

(6) The outdoor area of any business; **and**

(7) ~~**A place of employment that is not open to the public and that is under the control of an employer that employs three (3) or fewer employees; and**~~

(8) A private, nonresidential building on a farm or ranch, as defined in Section 39-1-102, ~~**C.R.S.,**~~ that has an annual gross income of less than five hundred thousand dollars ($500,000.00).

Section 5. Section 6.02.050 of the Parker Municipal Code is amended to read as follows:

6.02.050 Additional prohibitions.

~~**(a)**~~ The owner or manager of any place ~~**not specifically listed in Section 6.02.030 above, including a place**~~ otherwise exempted under Section 6.02.040 above, may post signs prohibiting smoking ~~**or providing smoking and nonsmoking areas.**~~ Such posting shall have the effect of including such place~~**, or the designated nonsmoking portion thereof,**~~ in the places where smoking is prohibited or restricted pursuant to Section 6.02.030 above.

~~**(b) If the owner or manager of a place not specifically listed in Section 6.02.030 above, including a place otherwise exempted under Section 6.02.040 above, is an employer and receives a request from an employee to create a smoke-free work area as contemplated by Paragraph 6.02.030(11) above, the owner or manager shall post a sign or signs in the smoke-free work area as provided in this Section.**~~

~~**(c) Electronic smoking devices. It shall be unlawful for any person to use an electronic smoking device in any public building owned by the Town of Parker or an instrumentality thereof.**~~

* * *

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This Ordinance shall become effective ten (10) days after final publication.

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

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.537 - First Reading**
A Bill for an Ordinance to Amend Chapter 2.06 of the Parker Municipal Code Concerning Municipal Campaign Finance Complaints

Department: **Town Attorney, Kristin Schledorn**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

This ordinance adds a new Section 2.06.050, entitled Municipal Campaign Finance Complaints, to the Parker Municipal Code, to address the requirements of SB 19-232, which requires that any campaign finance complaint arising out of a municipal campaign matter be filed exclusively with the clerk of the applicable municipality.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On May 29, 2019, the Governor signed SB 19-232, which amends C.R.S. § 1-45-111.7(9)(b) and provides that any campaign finance complaint arising out of a municipal campaign matter must be filed exclusively with the clerk of the applicable municipality. Prior to SB 19-232, municipal campaign finance complaints alleging violations of the Colorado Fair Campaign Practices Act (CR.S. § 1-45-101 et. seq.) were filed with the Colorado Secretary of State.

Because the state legislature and the Colorado Secretary of State are now requiring that campaign finance complaints arising out of a municipal campaign matter be filed exclusively with the Town Clerk, it is necessary for the Town to adopt an ordinance and rules governing how municipal campaign finance complaints will be handled by the Town Clerk.

Attached are proposed temporary rules to be adopted by the Town Clerk, if this ordinance is adopted by Town Council. Differences between the Secretary of State's rules and the proposed

Town Clerk's rules include: (1) complaints are filed with the Town Clerk and the Town Clerk is authorized to investigate and impose fines (rather than the Secretary of State); and (2) complaints must be filed within 10 days of a report being filed (versus 180 days under the Secretary of State's rules).

FINANCIAL IMPACT

This will require additional funds be budgeted for hearing officers for municipal campaign finance complaints (estimated at $100 - $200 per hour).

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 1.537
2. Campaign Finance Procedures 07312019

RECOMMENDED MOTION

I move to approve Ordinance No. 1.537 on first reading and to schedule second reading on September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 1.537, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 2.06 OF THE PARKER MUNICIPAL CODE CONCERNING MUNICIPAL CAMPAIGN FINANCE COMPLAINTS

WHEREAS, Art. XXVIII of the Colorado Constitution provides that, unless a home rule municipality has adopted charters, ordinances or resolutions that address the matters covered by Art. XXVIII of the Colorado Constitution and Article 45 of Title 1 of the Colorado Revised Statutes, the Secretary of State shall receive and process the filing of any complaint concerning any violation of Colorado's campaign finance laws; and

WHEREAS, on May 29, 2019, the Governor signed SB 19-232, which amends C.R.S. § 1-45-111.7(9)(b) and provides that any campaign finance complaint arising out of a municipal campaign matter must be exclusively filed with the clerk of the applicable municipality; and

WHEREAS, prior to SB 19-232, such municipal campaign finance complaints alleging violations of the Colorado Fair Campaign Practices Act (CR.S. § 1-45-101 *et. seq*.) were filed with, and resolved by, the Colorado Secretary of State, in accordance with the requirements of the Colorado Constitution and with procedures adopted by the Secretary of State; and

WHEREAS, SB19-232 is an unfunded mandate on home rule municipalities, such as the Town of Parker, that have not adopted charters, ordinances or resolutions governing campaign finance matters; and

WHEREAS, the Town Council of the Town of Parker believes that it is the duty of the Secretary of State to handle campaign finance matters in accordance with the requirements of the Colorado Constitution; and

WHEREAS, because the state legislature and the Colorado Secretary of State are requiring that campaign finance complaints arising out of a municipal campaign matter be filed with the Town Clerk, it is necessary for the Town to address and adjudicate municipal campaign finance complaints.

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

Section 1.

Chapter 2.06 of the Parker Municipal Code is amended to add the following Section 2.06.050, entitled Municipal Campaign Finance Complaints, to read as follows:

Section 2.06.050 Municipal Campaign Finance Complaints

(a) Purpose. The purpose of this section is to ensure compliance with the Colorado Fair Campaign Practices Act (C.R.S. § 1-45-101 *et. seq*.) with respect to municipal elections.

(b) Applicability. This section applies to municipal elections.

(c) Administration. The Town Clerk shall adopt rules and procedures to review compliance with the Colorado Fair Campaign Practices Act (C.R.S. § 1-45-101 *et. seq*.), including deadlines and procedures for addressing violations and adjudicating complaints. The Town Clerk has authority to determine whether a violation has occurred.

(d) Hearing officers. The Town Clerk may hire hearing officers to review and adjudicate municipal campaign finance complaints. Hearing officers are authorized to perform all duties with respect to municipal campaign finance matters as set forth in the Town Clerk's procedures or as delegated by the Town Clerk.

(e) Enforcement. If any candidate or committee fails to comply with the Colorado Fair Campaign Practices Act, the Town Clerk may issue an order to show cause or cure. Nothing in this section limits the authority of the Town Clerk to take any action without first issuing an order.

(f) Violations and civil penalties.

1. If the Town Clerk finds that a violation of the Colorado Fair Campaign Practices Act has occurred, the Town Clerk may assess civil penalties in accordance with Colorado Department of State (Secretary of State) published guidelines.

2. After issuance of an order to show cause or cure, a candidate or committee shall have the opportunity for a hearing before the Town Clerk or hearing officer. Such hearing shall be conducted in accordance with procedures adopted by the Town Clerk.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 7. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This Ordinance shall become effective ten (10) days after final publication.

Section 9. Repeal. If C.R.S. § 1-45-111.7(9)(b) is held to be unconstitutional or otherwise invalid, or if the Colorado state legislature repeals C.R.S. § 1-45-111.7(9)(b), this Ordinance shall be immediately repealed in its entirety.

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

Temporary Campaign Finance Procedures

As of July 1, 2019, the Town Clerk must administer and adjudicate all municipal campaign finance complaints, formerly administered by Colorado Department of State. To the extent not addressed in these temporary rules, the provisions of the Colorado Secretary of State Campaign and Political Finance Manual shall apply.

1. Filing errors by candidate or committee:

a. If the error can be easily cured, the Town Clerk will notify the candidate or committee. Corrections must be made within five (5) business days of the notification.

b. If the error is incurable, respondent may admit and agree to pay a fine or other remedy required by the Town Clerk.

c. If the error requires investigation, the Town Clerk will start a formal process by issuing an Order to Show Cause or Cure to the candidate or committee (respondent).

i. The respondent will have five (5) business days from the date the notification is mailed/emailed to correct any errors in the filing or to explain why the respondent believes the form was completed properly and filed in time. Such response must be received by the Town Clerk within the five-day period.

ii. Failure to respond timely to the Order to Show Cause or Cure makes the Town Clerk's determination final. Failure to respond timely waives respondent's right to appeal.

iii. If corrections to the form or the explanation as to why no corrections are necessary are satisfactory to the Town Clerk, the Town Clerk will inform the respondent and withdraw or modify the Order to Show Cause and Cure.

iv. If the candidate or committee corrections are not accepted by the Town Clerk, the Town Clerk may appoint a Hearing Officer and set a date for a hearing.

1. The Hearing Officer may consider any/all documents, testimony and arguments that the Hearing Officer deems relevant to the Order. Within 30 days, the Hearing Officer will make a determination and issue written findings of fact and conclusions of law regarding whether any violations alleged in the Order to Show Cause or Cure should be upheld on the basis of this information.

2. The respondent may be represented by an attorney at the hearing.

3. The Hearing Officer may issue subpoenas.

v. Appeals may be made to Douglas County District Court pursuant to Rule 106 and the Colorado Rules of Civil Procedures. Rights in this appeal are limited, and the respondent may wish to consult with an attorney concerning any appeal.

2. Penalties:

a. The Town Clerk imposes a civil penalty of up to $50 per day per violation (including weekends and holidays) for every day a report is late or contains incomplete or inaccurate information.

b. To be considered timely, reports must be received no later than 5:00 pm on the due date.

c. If the Town is closed on a reporting due date, reports are due by 5:00 pm on the next business day following the closure.

d. The candidate or committee may be subject to a civil penalty even if they believe that they have filed all forms in a timely manner if the report contains incomplete or inaccurate information. Examples of "incomplete or inaccurate information":

i. A form that does not include the required information

ii. A form which is not signed

iii. A form which is inconsistent with prior filings

e. The Town Clerk or the Hearing Officer may reduce or eliminate the penalty according to guidelines on the Secretary of State's Campaign and Political Finance Manual.

f. Penalties are the obligation of the candidate or the issue committee. Unpaid penalties are considered a debt to the Town. The Town may take appropriate legal action to collect this debt.

3. Complaints

a. Any person (complainant) may file a complaint with the Town Clerk.

b. The complaint must be submitted to the Town Clerk on the Campaign Finance Complaint Form and must be signed by the complainant. The Complaint must state the factual allegations in sufficient detail to support the alleged violation.

c. The complaint must be received by the Town Clerk not more than ten (10) days after the date of the filing that is the basis of the complaint. A complaint received after that time will not be considered. The Town Clerk will notify the candidate or committee of the complaint.

d. The Town Clerk will review the complaint.

i. If the Town Clerk believes a violation may have occurred, the Town Clerk will follow the procedures outlined above.

ii. Otherwise, the Town Clerk will consider the matter closed.

e. The Town Clerk will notify the complainant of the result.

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	David King, Chief Jim Tsurapas, Deputy Chief
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.300 - First Reading** **A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer**

Department: **Police, David King**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with American Academy, a component unit of the Douglas County School District, to make available a police officer to function as a School Resource Officer (SRO) for American Academy's Motsenbocker and Lincoln Meadows campuses. The School Resource Officer will provide services to include law enforcement, counseling and education at both campuses.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A School Resource Officer is a commissioned, sworn law enforcement officer, not a "security guard". SROs carry all the same equipment they use on any other law enforcement assignment.

The goals of a SRO program include:

- Providing education and counseling to faculty, staff, and students on law enforcement matters;
- Acting as a liaison between the Town and the School;
- Coordinating matters of mutual law enforcement concerns between the School and the Town;
- Creating an open, uninhibited environment of discussion geared to understanding and

respect;

- Investigating law enforcement and public safety issues

FINANCIAL IMPACT

The School shall reimburse the Town fifty percent (50%) of the Town's costs to make a police officer available as the School Resource Officer. Such reimbursable costs shall include, but not be limited to, the salary, benefits, and pay plan market movement for the School Resource Officer. In addition to the one-half of the equipment costs for each School Resource Officer, which one-half amount is equal to $7,500 per School Resource Officer, and all costs of attendance at the NASRO conference by the School Resource Officer.

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.300

RECOMMENDED MOTION

I move to approve Ordinance No. 9.300 on first reading and to schedule second reading for September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 9.300, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND AMERICAN ACADEMY REGARDING THE SHARING OF COSTS FOR A POLICE OFFICER TO ACT AS SCHOOL RESOURCE OFFICER

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Town of Parker and American Academy Regarding the Sharing of Costs for a Police Officer to Act as School Resource Officer, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND AMERICAN ACADEMY REGARDING THE SHARING OF COSTS FOR A POLICE OFFICER TO ACT AS SCHOOL RESOURCE OFFICER

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the **TOWN OF PARKER**, a Colorado home rule municipality (the "Town"), and **AMERICAN ACADEMY**, a component unit of the Douglas County School District in the State of Colorado, authorized to do business in Colorado (the "School").

RECITALS

WHEREAS, the Town and the School wish to enter into a cooperative agreement to share the cost for providing a police officer as a school resource officer ("School Resource Officer" or "SRO") for American Academy's Motsenbocker and Lincoln Meadows campuses in Parker; and

WHEREAS, the Town wishes to provide a police officer to the School to act as a school resource officer; and

WHEREAS, the parties hereto wish to share the costs of providing a police officer to act as a school resource officer for the School;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the School agree as follows:

1. **DUTIES:** The Town shall provide one (1) police officer to function as a School Resource Officer (SRO) for American Academy's Motsenbocker and Lincoln Meadows campuses.

2. **SCOPE OF SERVICES:** The duties of the SRO shall include, but not be limited to, the following:

- Provide education and counseling to faculty, staff, and students on law enforcement matters;
- Act as a liaison between the Town and the School;
- Coordinate matters of mutual law enforcement concerns between the School and the Town;
- Create an open, uninhibited environment of discussion geared to understanding and respect;
- Investigate law enforcement and public safety issues.

3. **EQUIPMENT/USE OF FACILITIES:** The School will provide a private and secure room, on each campus, for the SRO to utilize in conducting confidential investigations and interviews. The room will be equipped with a telephone, computer and a secure, keypad-entry rifle locker. All other equipment utilized by the SRO will be issued, maintained, and owned by the Town.

4. **OWNERSHIP OF DOCUMENTS:** All record documents resulting from SRO investigations will be managed and maintained at the Parker Police Department.

5. **FINANCIAL COST SHARING:** The School shall reimburse the Town fifty percent (50%) of the Town's costs to make a police officer available as the School Resource Officer. Such reimbursable costs shall include, but not be limited to, the salary, benefits, and pay plan market movement for the School Resource Officer. in addition to the one-half of the equipment costs for each School Resource Officer, which one-half amount is equal to $7,500 per School Resource Officer, and all costs of attendance at the NASRO conference by the School Resource Officer. The School shall pay the Town its portion of such costs on a monthly basis as invoiced monthly by the Town.

6. **PERSONNEL & SUPERVISION:** The SRO shall remain an employee of the Town at all times. The SRO shall perform duties under the control of the Town and shall be afforded the same employment rights and benefits as other office members. A description of the SRO's duties is included as ATTACHMENT B. Any conflict in schedule or duties shall be resolved by the Town.

The School shall partner with the Town during the interview and selection process of the School's SRO. The SRO shall understand and support the mission of the school.

The SRO is subject to the Town's Police Department chain of command and to the policies, procedures, rules, regulations, directives, and orders of the Town's Police Chief or designee. The SRO will also comply with the laws, policies, and regulations of the School to the extent that such measures are not in conflict with those of the Town. Although the SRO will work closely with school administrators and faculty to determine the most effective use of the officer's time and expertise, he/she shall not be subject to supervision or direction by the School.

7. **TERM:** The term of this Agreement shall be from July 1, 2019, through June 30, 2020. Thereafter, this Agreement shall automatically continue for successive one-year terms unless sooner terminated by either party in accordance with Section 8 below. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.

8. **TERMINATION:** This Agreement may be terminated by either party upon 60 days written notice in writing to the other party. The School shall only be responsible for its respective share of the SRO's ongoing costs incurred as of such termination date.

9. **NOTICE:** Any notice required to be given by this Agreement shall be addressed as follows:

To the School: Steve Colella, Deputy Executive Director of Schools
American Academy
6971 Mira Ln
Parker, Colorado 80126
scolella@aak8.org
303-815-0139

To the Town: Town of Parker
Attn: Michelle Kivela, Town Administrator
20120 E. Mainstreet
Parker, Colorado 80138
mkivela@parkeronline.org
303-805-3236

With a copy to: Town of Parker
Attn: David King, Chief of Police
18600 E. Lincoln Meadows Pkwy.
Parker, Colorado 80134
mking@parkeronline.org
303-805-6505

10. **NO THIRD-PARTY BENEFICIARIES:** None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto.

11. **AMENDMENTS:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

12. **AUTHORIZED REPRESENTATIVE:** The Police Chief is designated as the Authorized Representative of the Town for the purpose of administering, coordinating, and approving the work performed by the School Resource Officer under this Agreement.

13. **INDEMNIFICATION:** The Town cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate, or assume the defense of the School or any other person or entity whatsoever for any purpose whatsoever. The School shall defend, indemnify, and hold harmless the Town, its officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the School need not indemnify or save harmless the Town, its officers, agents, and employees from damages resulting from the sole negligence of the Town's officials, officers, directors, agents, and employees.

14. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the Town, its officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town.

15. This Agreement is entered into as of the day and year set forth above.

THEREFORE, IN WITNESS WHEREOF, the **PARTIES** hereto have executed this Agreement the day and year first above written.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

AMERICAN ACADEMY

By: _____
Steve Colella
Deputy Executive Director of Schools

Attest (if Corporation):

By: _____

Signature of Notary Public Required:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Steve Colella, as Deputy Executive Director of Schools of American Academy.

My commission expires: _____.

SEAL

_____
Notary Public

ATTACHMENT A

SRO Job Description

The Town has a School Resource Officer (SRO) program. These officers are assigned as patrol officers and will follow all guidelines and job descriptions as outlined in the standard job description of a police officer.

Each School Resource Officer is assigned to a specific school and is responsible for handling all in-progress law-enforcement-related calls, education, training, and counseling duties, as needed. The SRO duties include, but are not limited to, the following:

Schedule: Typically Monday through Friday 0730 – 1530
Working the traditional school calendar

- First responder to all calls within his/her assigned school.
- Investigation & follow-up of all criminal offenses (including some felony investigations) that are reported in/to the school staff or the SRO.
- Assists the school administration with all matters involving school security & safety. This includes input involving the most appropriate discipline of the students (criminal charges vs. school discipline, or both).
- Assists the school staff with classroom presentations involving areas that directly affect the students and law enforcement.
- Assists the school administrators, staff, and counselors with mediation and guidance on matters that are confidential and fall under the statute concerning mandatory reporting.
- Works directly with parents/guardians on problems involving the student. This includes counseling, mediation, resource allocations, and education regarding the juvenile's rights and procedures of the juvenile justice system.
- Educates and communicates to the Patrol and Investigation Divisions on events that occur in/out of the school.
- Gathers criminal intelligence learned in the school that will assist the Town on criminal activity involving juveniles in the Town.

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	David King, Chief Jim Tsurapas, Deputy Chief
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**ORDINANCE NO. 9.301 - First Reading** **A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP)**

Department: **Police, David King**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County School District to make available its police officers to function as School Marshal Officers (SMOs) at district elementary schools in addition to four (4) charter schools within the District; Challenge to Excellence, Global Village Academy, Parker Performing Arts School and Leman Academy.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

School Marshal Officers add another layer of security at our elementary and charter schools via multiple daily unannounced visits. The officer's primary responsibility during their shift is to visit and patrol schools within the Town of Parker. While they may assist with a law enforcement issue at a school, if needed, they will not be called away to answer other calls for service in the community. The School Marshal Officer provides law enforcement patrol, crime prevention, emergency preparedness and emergency response services to the contracted schools in our jurisdiction.

FINANCIAL IMPACT

The District will pay the Town $84,000 towards the costs of the School Marshall Program and an additional $10,400 per charter school ($45,600).

STRATEGIC GOAL(S)

ATTACHMENTS

1. Ordinance No. 9.301

RECOMMENDED MOTION

I move to approve Ordinance No. 9.301 on first reading and to schedule second reading for September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 9.301, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING PROVIDING POLICE OFFICERS TO PATROL ELEMENTARY AND MIDDLE SCHOOLS AND OTHER FACILITIES UNDER THE SCHOOL MARSHAL PROGRAM (SMP)

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 Amended and Restated Intergovernmental Agreement between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshall Program (SMP), which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING PROVIDING POLICE OFFICERS TO PATROL ELEMENTARY AND MIDDLE SCHOOLS AND OTHER FACILITIES UNDER THE SCHOOL MARSHAL PROGRAM (SMP)

This AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT by and between Douglas County School District RE-1 ("District") and the Town of Parker ("Town") is made and entered on this _____ day of _____, 2019.

RECITALS

WHEREAS, the District and the local law enforcement agencies have a long tradition of collaboration and cooperation in keeping the students, staff and parents in our schools safe; and

WHEREAS, in the aftermath of the tragic events on December 14, 2012 at Sandy Hook Elementary School in Connecticut, the leaders of the District and all law enforcement agencies in Douglas County came together to review the current status of safety measures in our schools, and to discuss what additional measures could be taken to enhance protection of students, staff, parents and other patrons of our schools; and

WHEREAS, after study, a committee of District and law enforcement collaborated on making recommendations for a number of protective initiatives, including ways to increase trained law enforcement presence and response to elementary and middle schools, since high schools already benefit from such presence in the form of School Resource Officers on site; and

WHEREAS, the District and the Town entered into that certain Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding Providing Police Officers to Patrol Elementary and Middle Schools and Other Facilities Under the School Marshal Program (SMP) dated July 16, 2013 (the "Previous Agreement"); and

WHEREAS, the District and the Town wish to amend and restate the Previous Agreement as to the providing of armed police officers designated as "School Marshal Officers" to patrol elementary and middle schools and other facilities as defined in Exhibit A within their jurisdiction; and

WHEREAS, the District desires to have School Marshal Officers visiting schools on regularly scheduled school days during normal school hours within the District and within the Town of Parker; and

WHEREAS, the Town is willing to make available at designated schools within the District as set forth herein a police officer to act as a School Marshal Officer; and

WHEREAS, Section 29-1-203, C.R.S. authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, the District agrees to provide funding to cover the cost of providing a police officer as a School Marshal Officer in the District and allocate and deliver these funds to the Town annually at the beginning of each District fiscal year.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the District and the Town agree as follows:

1. The Town shall make available police officers to function as School Marshal Officers. The School Marshal Officer additionally shall provide limited services to include law enforcement, counseling and education to the students of each school within their jurisdiction to the extent possible.

2. The Town and District will create a SMP policy that details the duties and responsibilities of the officers assigned to the program.

3. School Marshal Officer is defined as a sworn police officer or sheriff's deputy whose primary role is to provide an enhanced security presence at elementary and middle schools and other facilities as defined in Exhibit A during school hours. The duties of the School Marshal Officer shall include, but not be limited to the following:

- Patrolling the exterior and interior of elementary and middle schools within their jurisdiction.
- Make a minimum of two visits to each school daily to the extent possible.
- Interaction with staff and students is encouraged and expected in order to promote a sense of calmness and regularity.
- Upon visiting each school, present the assigned access proximity card to the door reader to gain access to the school and log the visit into the District's database for tracking and accounting purposes.
- Provide education and counseling to students on law enforcement and general safety matters.
- Conduct informal safety assessments of each school and report any concerns or recommendations to the District Security Director. Recommendations for safety or security improvements **shall not** be directed to the Principal or building administrator unless there is an imminent safety concern requiring immediate action to preserve the welfare and safety of students and staff.
- Act as a liaison between the Parker Police Department and the District;
- Coordinate matters of mutual law enforcement concerns between the District and the Parker Police Department.
- Create an open, uninhibited environment of discussion geared to understanding and respect for the District, Parker Police Department, and the Town.
- Investigate law enforcement and public safety issues while on campus when necessary.
- Assist with incidents occurring at the school if time permits or request another officer be sent to take over in order to resume patrols.

4. School Marshals shall use regular patrol uniforms and a regular patrol vehicle. All other equipment utilized by the School Marshall Officer will be issued, regulated, maintained and/or owned by the Police Department.

5. The District shall allocate funds annually in the amount of $84,000 toward the costs associated with the SMP and an additional $10,400 per Charter School (see Exhibit A). The District shall pay the Town the total amount to be allocated no later than July 31st of the current contract year.

6. The School Marshal Officers shall remain an employee of the Town at all times.

7. The School Marshal Officer shall be subject to the Parker Police Department's supervision, chain of command and to the policies, procedures, rules, regulations, directives, written evaluations, and orders of the Parker Police Department and the Town. The School Marshal Officer will also comply with the laws, policies, and regulations of the District to the extent that such measures are not in conflict with those of the Town or of the Parker Police Department. Although the School Marshal Officer will work closely with school administrators and faculty to determine the most effective use of the School Marshal's time and expertise, the School Marshal Officer shall not be subject to supervision or direction by the District.

8. The term of this Agreement will be from July 1, 2019 through June 30, 2020. Thereafter, this Agreement shall be continued for successive one-year terms unless sooner terminated by either party. The financial obligation hereto is subject to annual budgeting and appropriation of the necessary funds.

9. This Agreement may be terminated by either party upon one (1) year written notice to the other party. The District shall only be responsible for the costs outlined in Section 3 for services performed as of such termination date.

10. Any notice required to be given by this Agreement shall be given as follows:

To the District: Douglas County School District RE-1
Attn: Director of School Safety and Security
620 Wilcox Street
Castle Rock, CO 80104

To the District: Douglas County School District RE-1
Office of Legal Counsel
Attn: Legal Counsel
620 Wilcox Street
Castle Rock, CO 80104

To the Town: Town of Parker
Attn: Town Attorney
20120 E. Mainstreet
Parker, CO 80138

With a copy to: Parker Police Department
Attn: Chief of Police
18600 E. Lincoln Meadows Pkwy
Parker, CO 80134

11. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as a waiver of immunity or liability limits granted to the Town or District under the Colorado Governmental Immunity Act.

12. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the Previous Agreement, which is hereby amended and restated. This Agreement may be amended, modified or changed, in whole or in part, only by written agreement approved by each party.

This Agreement is entered into as of the day and year set forth above.

ATTEST:

_____
Carol Baumgartner, Town Clerk

TOWN OF PARKER

_____
Mike Waid, Mayor

Approved as to form:

_____
Jim Maloney, Town Attorney

ATTEST:

_____
_____
Board of Education Secretary

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

_____
David Ray, President
Board of Education

ATTEST:

_____
_____
Chief Operations Officer

DOUGLAS COUNTY SCHOOL DISTRICT RE-1

_____
Richard Payne
Director of Safety & Security

Approved as to form:

_____
_____, Legal Counsel

EXHIBIT A

Douglas County School District Elementary and Middle Schools
and other facilities within Parker Police Department Jurisdiction

1. Cherokee Trail Elementary
2. Frontier Valley Elementary
3. Gold Rush Elementary
4. Iron Horse Elementary
5. Legacy Point Elementary
6. Pine Lane Intermediate
7. Pine Lane Primary
8. Pioneer Elementary
9. Prairie Crossing Elementary

Methodology

Total Elementary and Middle Schools in Douglas County	64
Elementary and Middle Schools in Town of Parker Police Department Jurisdiction	11
Percentage of Total Elementary and Middle Schools	14%
Total Douglas County School District Budget for Armed Law Enforcement Security	$600,000
Town of Parker Police Department Allocation of Total Budget	$84,000

Charter Schools - Services provided @ $10,400 per school
1. Challenge to Excellence
2. Leman Academy
3. Global Village Academy
4. Parker Performing Arts School

District Facilities
1. Sports Authority Stadium
2. Transportation - East

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.59.1- First Reading**
A Bill for an Ordinance to Amend Chapter 6.03 of the Parker Municipal Code Concerning Noise Regulations

Department: **Town Attorney, Kristin Schledorn**
Second Reading: **September 3, 2019**

EXECUTIVE SUMMARY

This ordinance amends Chapter 6.03, to allow loudspeakers or public address systems during the hours of 7 a.m. to 10 p.m., whether for a commercial or non-commercial purpose.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Currently Chapter 6.03, entitled Noise Regulations, prohibits the use of outdoor loudspeakers and public address systems between the hours of 10:00 p.m. and 7:00 a.m., if it is for a noncommercial purpose, and at any time of day, if it is for any commercial purpose. At the study session on August 12, 2019, Town Council directed staff to bring forward an ordinance to allow outdoor loudspeakers and public address systems during the hours of 7 a.m., and 10 p.m. (regardless of whether it was for a commercial purpose or non-commercial purpose), while staff gathers information on other possible noise regulations to address the use of loudspeakers in the downtown area by local businesses (outdoor bands, music, etc.).

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 5.59.1

RECOMMENDED MOTION

I move to approve Ordinance No. 5.59.1 on first reading and to schedule second reading on September 3, 2019, as part of the consent agenda.

ORDINANCE NO. 5.59.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND CHAPTER 6.03 OF THE PARKER MUNICIPAL CODE CONCERNING NOISE REGULATIONS

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

Section 1. Section 6.03.040 of the Parker Municipal Code is amended to read as follows:

6.03.040 Specific prohibitions.

The following acts and the causing thereof are declared to be in violation of this Chapter:

(1) Outdoor loudspeakers/public address systems. ~~a.~~ Using or operating ~~for any noncommercial purpose~~ any loudspeaker, **public address system** or similar device between the hours of 10:00 p.m. and 7:00 a.m. the following day. ~~b. Using or operating for any commercial purpose any loudspeaker, public address system or similar device.~~

(2) Construction. Operating or permitting the operating of any tools or equipment in connection with construction, drilling or demolition work between the hours of 7:00 p.m. and 7:00 a.m. the following day on weekdays, between the hours of 7:00 p.m. and 8:00 a.m. on Saturdays, and between the hours of 7:00 p.m. and 10:00 a.m. on Sundays or holidays, except for emergency work on public service utilities or emergency work by Town personnel or by special variance issued by the Director of Engineering or designee.

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

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	Carolyn Parkinson, Planner I John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-059** **A Resolution to Determine that the E-470 Right-of-Way Northeast Property Annexation Petition Substantially Complies with the Requirements of the Annexation Act of 1965 and to Set a Public Hearing Date for October 7, 2019**

Department: **Community Development, Carolyn Parkinson**

EXECUTIVE SUMMARY

The subject property, part of the E-470 Right-of–Way (ROW), is located adjacent to the northeastern section of the Town of Parker in unincorporated Douglas County. The Town, acting on behalf of the E-470 Highway Authority, proposes an annexation of the E-470 ROW. The purpose of this action is to ensure that the entirety of E-470 within the municipal Planning Area is annexed into the Town.

The Town Council has three options for consideration in reviewing the annexation proposal:
1. Determine that the annexation does not meet the requirements of state law and deny the petition
2. Table the annexation for up to 180 days
3. Set a public hearing date for consideration of the annexation 30 to 60 days from resolution approval

The purpose of Resolution No. 19-059 is to set a public hearing date of October 7, 2019, for the annexation ordinance and initiate the required public notice process.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The E-470 ROW is contiguous to the Town's northeastern boundary in the vicinity of the Stone Canyon Apartments and Cottonwood Drive at the highway overpass. The subject property is bordered by the Highlands at King's Point Planned Development (PD) Planning Areas 1 and 2. It is comprised of three (3) parcels that are approximately 6.5 acres in total area.

The Town originally considered annexing the E-470 ROW in 2017 at the time the adjacent Highlands at Kings Point PD was being annexed and zoned. However, staff decided to focus on the Highlands at Kings Point PD at that time because of its commercial development potential and defer action on the E-470 ROW because it is a minor boundary adjustment.

Earlier this year, staff approached the E-470 Highway Authority about the annexation of the E-470 ROW into Town and obtained their support for this action. The proposed Resolution No. 19-059, if adopted by Town Council, would provide notice that the proposed annexation of the E-470 ROW substantially complies with the Municipal Annexation Act of 1965 and sets the public hearing date for the ordinance approving this action on October 7, 2019.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

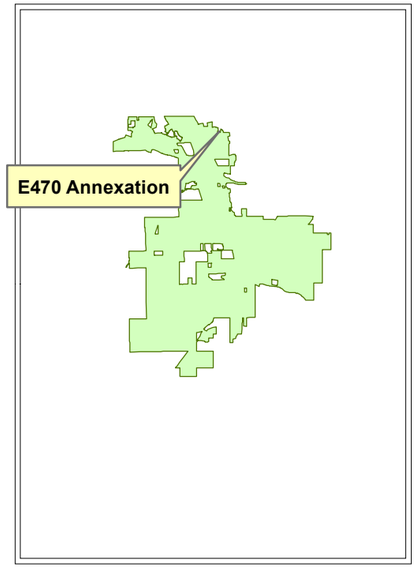
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Vicinity map
2. Resolution No. 19-059

RECOMMENDED MOTION

I move to approve Resolution No. 19-059, as a part of the consent agenda.



Legend

Town Boundary

Property Boundary

Narrative:
The Town proposes to annex E470 Right-of-WayNortheast (ROW) located north of the Town Boundary between PA 1 and PA2 of Highlands at Kings Point.

Planner:
Carolyn Parkinson
Hearing Schedules:

Town Council:
1st reading September 16, 2019
2nd reading October 7, 2019

PARKER COLORADO

E470 Right of Way Northeast

Annexation

Case No ANX19-008

RESOLUTION NO. 19-059, Series of 2019

TITLE: A RESOLUTION TO DETERMINE THAT THE E-470 RIGHT-OF-WAY NORTHEAST PROPERTY ANNEXATION PETITION SUBSTANTIALLY COMPLIES WITH THE REQUIREMENTS OF THE ANNEXATION ACT OF 1965 AND TO SET A PUBLIC HEARING DATE FOR OCTOBER 7, 2019

WHEREAS, the Petitioner owns certain real property in Douglas County commonly known as the E-470 Right-of-Way Northeast Property, which is described on attached **Exhibit 1**.

WHEREAS, pursuant to C.R.S. § 31-12-107, this Town Council, sitting as the governing body of the Town of Parker, Colorado, hereby determines that the proposed annexation of the real property described in Exhibit A is in substantial compliance with C.R.S. § 31-12-107(1); and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the substantial compliance for the proposed annexation to and by the Town of Parker, Colorado.

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

Section 1. The proposed annexation of the real property described in Exhibit 1 substantially complies with C.R.S. § 31-12-107(1).

Section 2. A public hearing on said annexation will be conducted on October 7, 2019, at the Town of Parker Town Hall, which is located at 20120 East Mainstreet, Parker, Colorado, 80138, to determine if the proposed annexation complies with C.R.S. §§ 31-12-104 and 31-12-105 or such part thereof as may be required to establish eligibility under the terms of Title 31, Article 12, Part 1, as amended, known as the Municipal Annexation Act of 1965, and the Constitution of the State of Colorado, Article II, Section 30, as amended.

Section 3. Any person living within the area proposed to be annexed, any landowner of lands thereof, any resident of the municipality to which the area is proposed to be annexed, any municipality located within one mile of the proposed annexation, or the Board of County Commissioners of Douglas County, may appear at such hearing and present evidence upon any matter to be determined by the Town Council.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

E-470 RIGHT-OF-WAY NORTHEAST
LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 3, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 3 BEARS NORTH 89°29'45" EAST, A DISTANCE OF 2655.20 FEET, WITH ALL BEARINGS HEREIN BEING REFERENCED THERETO;

THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, NORTH 89°29'45" EAST, A DISTANCE OF 824.18 FEET TO THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. E-470 AS RECORDED IN BOOK 1698 AT PAGE 1250 IN THE RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER AND THE **POINT OF BEGINNING;**

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING (3) COURSES:

1. NORTH 11°07'45" EAST, A DISTANCE OF 504.26 FEET;
2. NORTH 10°45'44" WEST, A DISTANCE OF 133.84 FEET;
3. NORTH 13°22'45" EAST, A DISTANCE OF 91.73 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 67°52'58" EAST, A DISTANCE OF 442.41 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 730.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°01'17", AN ARC LENGTH OF 63.98 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID STATE HIGHWAY NO. E-470;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING (2) COURSES:

1. NON-TANGENT TO SAID CURVE SOUTH 13°22'45" WEST, A DISTANCE OF 4.74 FEET;
2. SOUTH 11°07'45" WEST, A DISTANCE OF 523.47 FEET TO SAID SOUTH LINE OF THE NORTHWEST QUARTER;

THENCE SAID EASTERLY RIGHT-OF-WAY, ALONG SAID SOUTH LINE, SOUTH 89°29'45" WEST A DISTANCE OF 459.44 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 6.583 ACRES, (286,742 SQUARE FEET), MORE OR LESS.

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	Bryce Matthews, Planning Manager John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-062** **A Resolution Assigning and Transferring to Douglas County Housing Partnership All of the Town of Parker's 2019 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds, and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith**

Department: **Community Development, Bryce Matthews**

EXECUTIVE SUMMARY

The Town of Parker receives an allocation of the State's Private Activity Bond (PAB) allotment each year. In 2019, the Town was allocated $2,919,525 in PAB capacity from the State. PABs are tax exempt bonds that are issued for specific private purposes that have a public benefit as described by the IRS in the tax code. Generally, the Town has three options for the PAB capacity:

1. Take no action by the September 15, 2019 deadline and let the capacity revert back to the state;

2. Rollover and assign the capacity to a type of project (if the Town had an eligible project prior to assigning the capacity); or

3. Assign the capacity to another eligible, issuing authority.

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Since 2013, the Town Council has given staff direction to assign the Town's PAB capacity to the Douglas County Housing Partnership on an annual basis. The Douglas County Housing Partnership uses this allocation to help finance affordable housing for low and moderate income residents throughout Douglas County. Other local municipalities that participate in the Housing Partnership have also assigned their PAB capacity to it in past years.

There are three (3) benefits to assigning the Town's PAB capacity to Douglas County Housing Partnership:

1. The funding stays local;

2. The Town has representation on the Douglas County Housing Partnership Board and has a say in how the capacity is used; and

3. The Town's capacity will provide another financing tool to support affordable housing in Douglas County, including the Parker area.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution 19-062

RECOMMENDED MOTION

I move to approve Resolution No. 19-062, as part of the consent agenda.

RESOLUTION NO. 19-062, Series of 2019

TITLE: A RESOLUTION ASSIGNING AND TRANSFERRING TO DOUGLAS COUNTY HOUSING PARTNERSHIP ALL OF THE TOWN OF PARKER'S 2019 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS, AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

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

WHEREAS, the Town has been awarded on January 1, 2019, approximately $2,919,525 (the "2019 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds to finance projects under the Act;

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

WHEREAS, the Town desires to assign and transfer to Douglas County Housing Partnership (the "Assignee") all of the Town's 2019 Allocation, which the Town and the Assignee will commit and reserve for the issuance of such private activity bonds, to finance "projects" under the Act;

WHEREAS, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the Town of an Assignment, dated as of its date in 2019 (the "Assignment"), by and between the Town and the Assignee, which is attached hereto as **Exhibit A** and incorporated by this reference; and

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

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

Section 1. In order to finance the Project, the Town hereby (i) assigns and transfers to the Assignee an amount equal to all of the Town's 2019 Allocation; and (ii) approves, authorizes and directs the Mayor of the Town to sign and deliver, and the Town Clerk to attest and deliver, the Assignment in substantially the form presented to the Town Council. A copy of the proposed Assignment is on file in the Office of the Town Clerk and is available for inspection by the public.

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), dated this ___ day of _____, 2019, is by and between the **TOWN OF PARKER, COLORADO**, a municipal corporation and political subdivision of the State of Colorado (the "Assignor"), and **DOUGLAS COUNTY HOUSING PARTNERSHIP**, a multijurisdictional Housing Authority (the "Assignee");

W I T N E S S E T H :

WHEREAS, the Assignor has been awarded $2,919,525 (the "2019 Allocation") of private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the "State Ceiling") computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the "Code"), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor's 2019 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

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

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

Section 1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's 2019 Allocation. The Assignee agrees to use all of the Assignor's 2019 Allocation only for "projects" as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor's 2019 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2019 Allocation to the statewide balance under the Allocation Act, or to assign such 2019 Allocation or a portion thereof to another Assignee.

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

Section 3. The Assignee hereby accepts the assignment of all of the Assignor's 2019 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

Section 4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2019 Allocation.

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

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

TOWN OF PARKER, COLORADO, as Assignor

By: _____
Mike Waid, Mayor

[SEAL]

ATTEST:

_____
Carol Baumgartner, Town Clerk

DOUGLAS COUNTY HOUSING PARTNERSHIP, as Assignee

By _____
Its: _____

[SEAL]

ATTEST:

By _____
Its: _____

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-068**
A Resolution Accepting the Conveyance of a Traffic Signal Easement from Monarch Country Meadows, LLC, To Regulate Traffic at the Intersection of Hess Road and the Country Meadows Square Subdivision

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

EXECUTIVE SUMMARY

This item accompanies a resolution accepting a traffic signal easement from Monarch Country Meadows, LLC, over a portion of Lot 6, Country Meadows Square, 3rd Amendment. This easement will preserve the Town's ability to maintain traffic signal infrastructure on this property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Lot 6, Country Meadows Square, 3rd Amendment is located at the northwest corner of the intersection of Hess Road and the private commercial access just west of Hess Road. This private access road serves as the main access to the newly-developed commercial area at this corner, and is privately owned and maintained.

The Town Council has approved a contract for the construction of a traffic signal at this intersection. A portion of this traffic signal infrastructure will be constructed on Lot 6, requiring a traffic signal easement to be dedicated to the Town to allow the installation and long-term maintenance of these items.

FINANCIAL IMPACT

None. This easement is being dedicated by the property owner at no cost to the Town.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

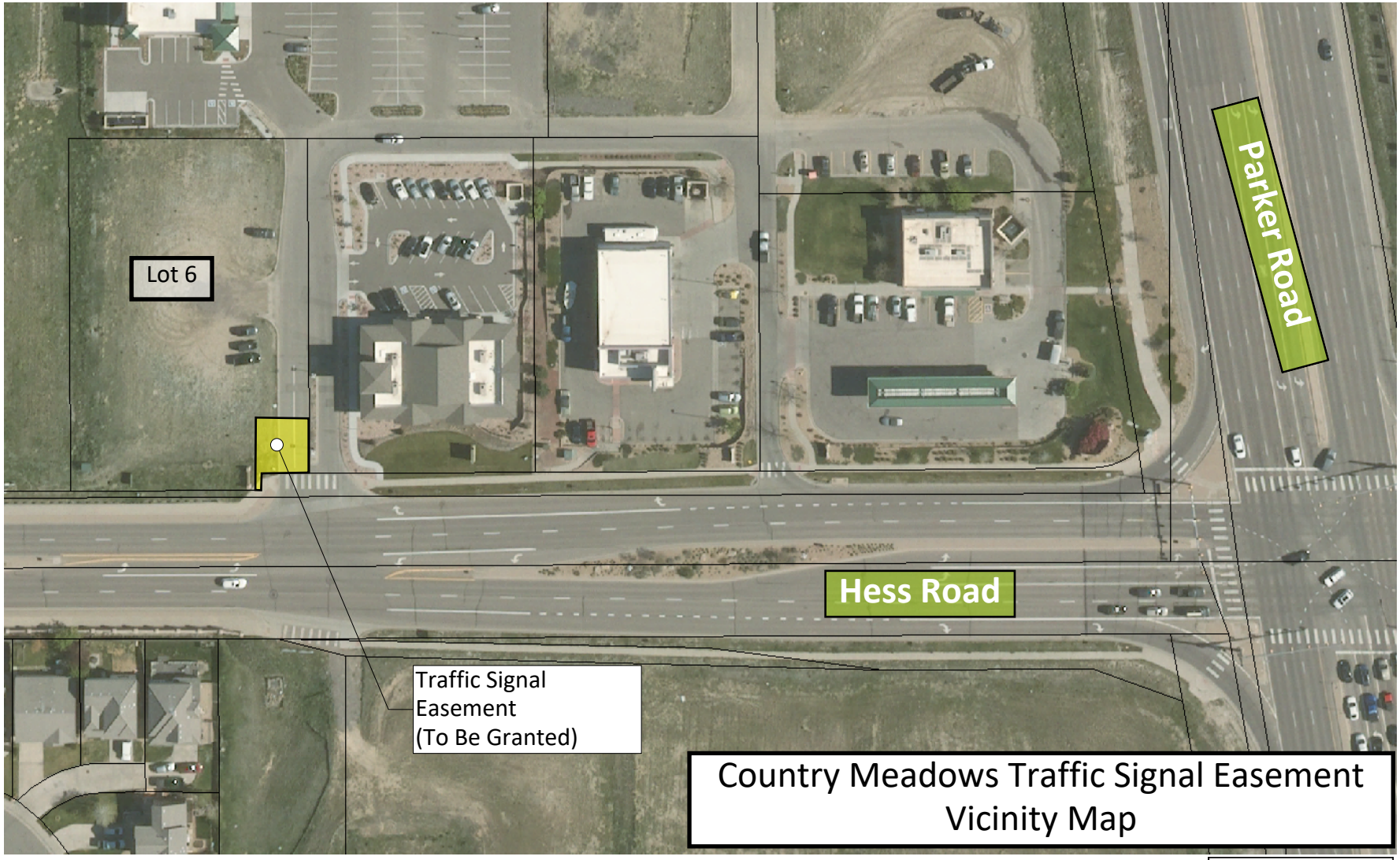
DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

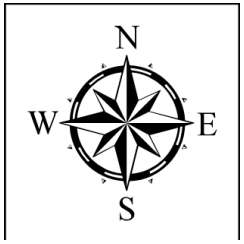
1. Vicinity Map
2. Resolution 19-068

RECOMMENDED MOTION

I move to approve Resolution No. 19-068, as part of the consent agenda.



Country Meadows Traffic Signal Easement
Vicinity Map



RESOLUTION NO. ___19-068___, Series of 2019

TITLE: A RESOLUTION ACCEPTING THE CONVEYANCE OF A TRAFFIC SIGNAL EASEMENT FROM MONARCH COUNTRY MEADOWS, LLC, TO REGULATE TRAFFIC AT THE INTERSECTION OF HESS ROAD AND THE COUNTRY MEADOWS SQUARE SUBDIVISION

WHEREAS, the Town Council of the Town of Parker desires to accept the grant of an easement for the purpose of constructing and operating a traffic signal across the easement property from Monarch Country Meadows, LLC, to regulate traffic at the intersection of Hess Road and the Country Meadows Square subdivision;

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

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

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

Section 1. The Town Council of the Town of Parker hereby accepts the conveyance of certain property interests for the purpose of constructing and operating a traffic signal across the easement property, from Monarch Country Meadows, LLC, to regulate traffic at the intersection of Hess Road and the Country Meadows Square subdivision, as provided in the Traffic Signal Easement Agreement attached as **Exhibit 1** and incorporated by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

TRAFFIC SIGNAL EASEMENT AGREEMENT

This Easement Agreement, made this _____ day of _____, 2019, between Monarch Country Meadows, LLC (hereinafter referred to as the "Grantor") and the Town of Parker, Colorado, a Colorado municipality (hereinafter referred to as the "Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of a constructing and operating a traffic signal to regulate traffic at the intersection of Hess Road and the private access road to the Country Meadows Square development in the Town of Parker, on, in, under, through, and across the property more particularly described and depicted in **Exhibit A** (the "Easement Property"), attached hereto and incorporated herein by this reference; and

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

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

1. Grant of Easement. The Grantor hereby grants to the Grantee an easement for a traffic control signal, including the maintenance and repair of such signal and appurtenances thereto, on, in, under, through, and across the property described in Exhibit A. Subject to the other terms and conditions of this Easement Agreement, the Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. The Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with the Grantor so as to minimize any disruption to the Grantor's property.

2. Unencumbered Title. The Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances, subject to those matters listed in **Exhibit B**, which is attached hereto and incorporated by this reference.

3. Infringement and Correction. The Town is hereby given and granted possession of the above-described Easement Property, and the Grantor covenants and agrees that no structure, fixture, improvement, or other obstruction above or below ground that will interfere with the purposes aforesaid will be placed, erected, installed or permitted on or through the above-described Traffic Signal Easement. The Grantor further covenants and agrees that in the event the terms of this paragraph are violated by the Grantor, or any person acting by, through or on behalf of the Grantor, such violation will be corrected and eliminated within a reasonable time upon receipt of written notice of such violation from the Town, after which the Town shall have the right, following a reasonable period of time, to correct or eliminate such violation and the Grantor shall promptly pay the actual costs thereof.

4. Operation and Maintenance. The operation and maintenance of the traffic signal on the Easement Property shall be the responsibility of the Grantee.

5. Obligations of the Grantee. The Grantee shall maintain the above-described easement in good condition at all times. All work performed by the Grantee on the property of the Grantor shall be done with care, and all damage to the Grantor's land and improvements, to the extent said improvements are constructed or installed in accordance with this Agreement, shall be promptly paid for or repaired at the expense of the Grantee. The Grantee's obligation herein shall include the restoration of the land and improvements to their condition prior to the damage, if any.

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

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

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

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

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

9. Binding Effect. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, beneficiaries, successors, grantees and assigns of the parties hereto, and the burdens or benefits of the provisions of this Agreement shall be deemed covenants running with said easement.

10. Recordation. This Easement Agreement shall be recorded in the real estate records of the Douglas County Clerk and Recorder's Office.

11. Miscellaneous.

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

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

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

GRANTOR: MONARCH COUNTRY MEADOWS, LLC

By: **MH Properties, LLC, Manager**

By: _____
Milan Hejduk, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Milan Hejduk, as Manager of MH Properties, LLC, Manager of Monarch Country Meadows, LLC.

My commission expires: _____

(S E A L)

_____
Notary Public

TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, CMC, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT A

Legal Description (attached on following pages)

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN LOT 6, COUNTRY MEADOWS SQUARE, 3RD AMENDMENT, AS RECORDED AT RECEPTION NO. 2017055076, IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, SAID COUNTY AND STATE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, WHENCE THE EASTERLY BOUNDARY OF SAID LOT 6 BEARS NORTH 00°16'07" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 6 THE FOLLOWING THREE (3) COURSES:

1. SOUTH 89°43'53" WEST, A DISTANCE OF 33.50 FEET;
2. SOUTH 00°16'07" EAST, A DISTANCE OF 12.00 FEET;
3. SOUTH 89°43'53" WEST, A DISTANCE OF 4.90 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 00°00'00" EAST, A DISTANCE OF 46.50 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 38.18 FEET TO SAID EASTERLY BOUNDARY OF LOT 6;

THENCE ALONG SAID EASTERLY BOUNDARY, SOUTH 00°16'07" EAST, A DISTANCE OF 34.33 FEET TO THE **POINT OF BEGINNING**.

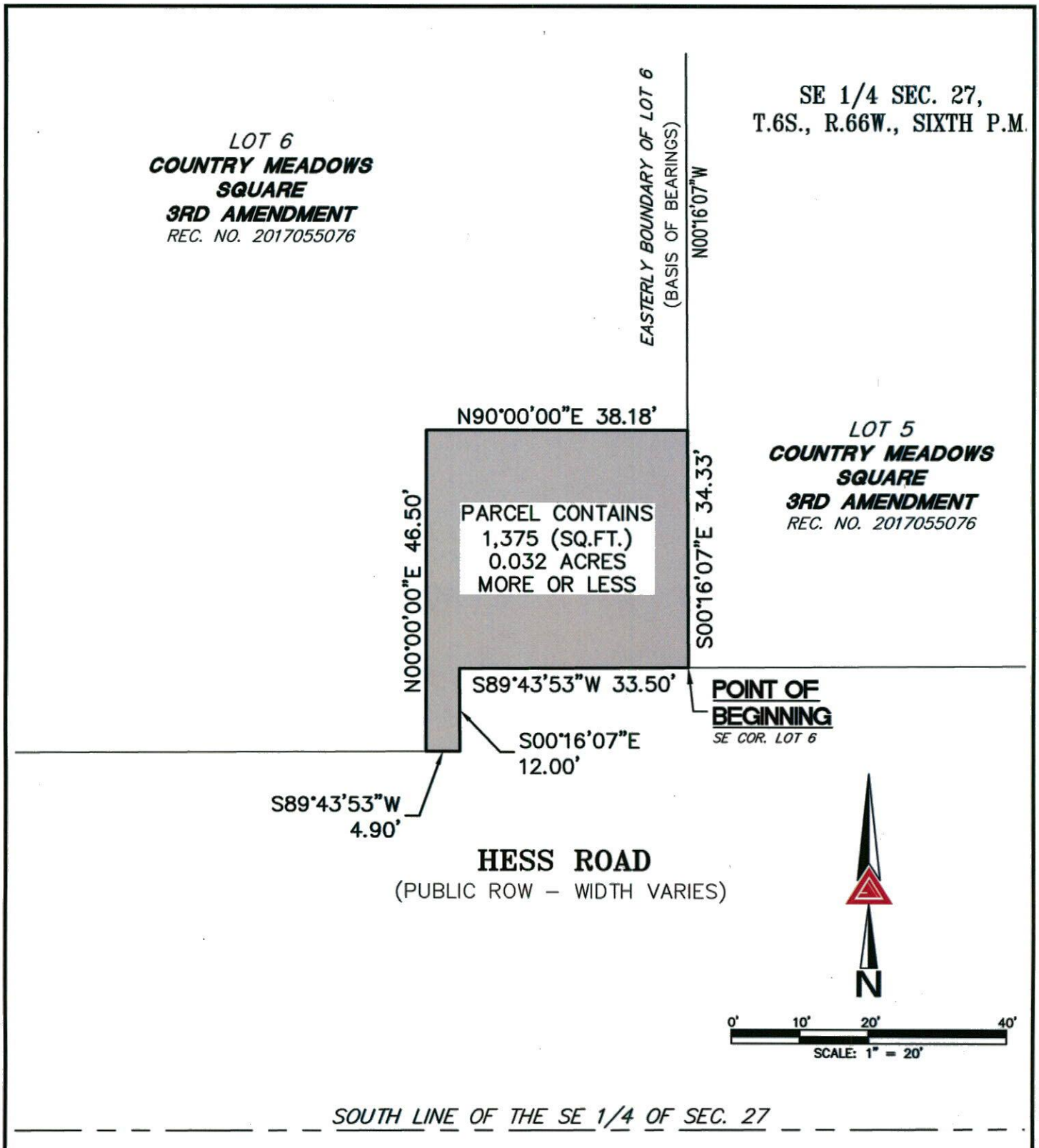
CONTAINING AN AREA OF 0.032 ACRES, (1,375 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
GERALD E. BOYSEN, JR.
11/28/18
32428
PROFESSIONAL LAND SURVEYOR

GERALD E. BOYSEN, JR., PLS 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: HESS COUNTRY EASEMENTS
DWG: GLW CHK: GEB
DATE: 11-28-2018
SCALE: 1" = 20'

AZTEC CONSULTANTS, INC.
300 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com
Q:\12318-02 – Hess Country Meadows\Dwg\EXHIBITS

HESS-COUNTRY MEADOWS
SE 1/4 SEC. 27, T.6S., R.66W., 6TH P.M.
PARKER, COLORADO
JOB NUMBER 12318-02

EXHIBIT B

Permitted Exceptions

1. Terms, conditions, provisions, agreements and obligations contained in the Development Contract for Country Meadows as set forth below:

   Recording Date: January 19, 1984
   Recording No.: Book 505 at Page 481

2. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Improvements Agreement for Country Meadows as set forth below:

   Recording Date: April 25, 1984
   Recording No.: Book 518 at Page 459

3. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the plat for Country Meadows Subdivision Filing No. 1 set forth below:

   Recording Date: April 25, 1984
   Recording No: Reception No. 326415

4. Terms, conditions, provisions, agreements and obligations contained in the Country Meadows Development Guide as set forth below:

   Recording Date: April 25, 1984
   Recording No.: Book 518 at Page 471

5. Terms, conditions, provisions, agreements and obligations contained in the Parker Station Special Improvement District as set forth below:

   Recording Date: August 23, 1985
   Recording No.: Book 591 at Page 550

6. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat Country Meadows Square set forth below:

   Recording Date: April 26, 2005
   Recording No: Reception No. 2005036081

7. Terms, conditions, provisions, agreements and obligations contained in the Subdivision Agreement for Country Meadows Square Filing No. 1 as set forth below:

   Recording Date: April 26, 2005
   Recording No.: Reception No. 2005036082

   Note: First Amendment recorded May 4, 2006 at Reception No. 2006037577.

8. Terms, conditions, provisions, agreements and obligations contained in the Water and/or Sewer Main Improvement Agreement with the Parker Water and Sanitation District as set forth below:

   Recording Date: July 7, 2005
   Recording No.: Reception No. 2005061702

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Granted to: The Parker Water and Sanitation District
   Purpose: water and/or sanitary sewer improvements
   Recording Date: July 7, 2005
   Recording No: Reception No. 2005061706

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: The Parker Water and Sanitation District
    Purpose: water mains improvements
    Recording Date: July 7, 2005
    Recording No: Reception No. 2005061707

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Declaration of Covenants, Conditions and Restrictions for Country Meadows Square:

    Recording Date: November 13, 2006
    Recording No: Reception No. 2006097223

    Note: Amendment recorded August 6, 2008 at Reception No. 2008055396.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: Town of Parker
    Purpose: Slopes
    Recording Date: October 15, 2007
    Recording No: Reception No. 2007080846

13. Terms, conditions, provisions, agreements and obligations contained in the Declaration of Restrictive Covenant Agreement in favor or SS Country Meadows LLC as set forth below:

    Recording Date: February 7, 2008
    Recording No.: Reception No. 2008008740

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

    Granted to: The Intermountain Rural Electric Association
    Purpose: underground electric transmission lines
    Recording Date: April 16, 2008
    Recording No: Reception No. 2008027014

15. Terms, conditions, provisions, agreements and obligations contained in the Covenant Not to Compete (7-Eleven) as set forth below:

    Recording Date: July 23, 2008
    Recording No.: Reception No. 2008051722

16. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including, but not limited to, those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Country Meadows Square, 3rd Amendment set forth below:

    Recording Date: August 14, 2017
    Recording No: Reception No. 2017055076

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Danny Smith, Streets Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **2019 Townwide Slurry/Chip Seal Program (CIP19-005) Contract Modification**

Amount: **$180,000.00**
Contractor: **Vance Brothers, Inc**
Department: **Engineering and Public Works, Danny Smith**

EXECUTIVE SUMMARY

This item is to award a contract modification to Vance Brothers, Inc., for the 2019 Townwide Concrete Replacement Program (CIP 19-005) in the amount of $180,000, for a revised contract amount of $2,052,620.02.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker, through the open competitive bid process, awarded the 2019 Townwide slurry/chip seal program (CIP19-005) contract to Vance Brothers, Inc., on March 18, 2019. This program includes chip-seal preservation applications on collector streets, slurry-seal preservation applications on residential streets and parking lots throughout the Town.

The Town originally awarded the contract on March 18, 2019, in the amount of $1,872,620.02. Savings realized in the 2019 resurfacing contract have resulted in $180,000 in available funds for additional slurry and chip seal applications. Staff has identified a number of additional streets that are in need of slurry/chip seal and would like to include them in this year's maintenance program. These streets include Bradbury Ranch Dr., Newlin Gulch Blvd., a portion of Mainstreet east of Chambers Road, a portion of Hilltop Road north of Hess Road and a portion of the parking lot at the Motsenbocker facility.

FINANCIAL IMPACT

Funding for this contract has been appropriated in the Engineering & Public Works Department/Streets Division repair and maintenance (R&M) accounts.

STRATEGIC GOAL(S)

PROMOTE A SAFE AND HEALTHY COMMUNITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	Jim Maloney, Town Attorney Jason Rogers, Deputy Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**RESOLUTION NO. 19-075** **A Resolution of Intent to Sell the My Mainstreet Parcels Including the Pine Curve Property and Pace Lot 2**

EXECUTIVE SUMMARY

This resolution provides a factual summary of the history of the Pine Curve Property and PACE Lot 2, supporting the future sale of those properties.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the study session on August 12, 2019, Town Council discussed a draft of this resolution. Revisions were made in accordance with the feedback received from Town Councilmembers at that study session. No additional comments or edits were received, and the revised resolution is attached.

FINANCIAL IMPACT

Recoupment of initial investment and future tax revenues.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ATTACHMENTS

1. Resolution No. 09-075

RECOMMENDED MOTION

I move to approve Resolution No. 19-075.

RESOLUTION NO. __19-075__, Series of 2019

TITLE: A RESOLUTION OF INTENT TO SELL THE MY MAINSTREET PARCELS INCLUDING THE PINE CURVE PROPERTY AND PACE LOT 2

RECITALS:

TOWN OF PARKER APPROVED MASTER PLANS FOR DOWNTOWN MAINSTREET

1. In June 2012, after community engagement, and following public notice and hearing as well as recommendation by the Planning Commission, Town Council adopted the Parker 2035 Master Plan establishing the community vision and growth and development policies for the entirety of the Town, including Downtown Mainstreet, PACE Lot 2 and the Pine Curve Property;

2. In September 2015, after community engagement, and following public notice and hearing as well as recommendation by the Planning Commission, Town Council adopted the Mainstreet Master Plan affirming the community vision and growth and development policies for Downtown Mainstreet from the Parker 2035 Master Plan and recommending new development in the Mixed-Use Areas, including PACE Lot 2 and the Pine Curve Property, that promotes active ground-floor uses, increased residential housing and more daytime activity through uses that create employment;

3. The Parker 2035 Master Plan and the 2015 Mainstreet Master Plan specifically identify PACE Lot 2 as part of the downtown core and Mixed-Use/Active Ground Floor Overlay Area that functions as a ". . . mixed-use neighborhood that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services, as well as parks and other gathering places for community events. Provisions for these uses are promoted within vertically mixed-use developments that include housing and/or offices located above ground-floor retail and services;"

4. The Parker 2035 Master Plan and the 2015 Mainstreet Master Plan specifically identify the Pine Curve Property as part of the East Downtown Gateway and Mixed-Use Area that functions as a "mixed-use neighborhood that includes uses such as higher density residential, office, government, arts and cultural venues, restaurants, retail, personal services, as well as parks, open space and other public gathering places;"

5. On September 7, 2004, the Town Council adopted the Open Space, Trails and Greenways Master Plan as a part of the Town's Master Plan, which plan was subsequently updated and approved by the Town Council on July 12, 2010, and includes specific Open Space Acquisition Criteria (the "Acquisition Criteria") to evaluate a property's overall value to the Town's open space system and to determine whether to acquire or preserve a property. Under the Acquisition Criteria, PACE Lot 2 and the Pine Curve Property are not preferred candidates for open space;

DOWNTOWN MAINSTREET ACTIVE PARKS

6. In 1981, a portion of the real property for O'Brien Park was dedicated to the Town specifically for park purposes;

7. In 1992, an additional parcel of the real property for O'Brien Park was dedicated to the Town specifically for park purposes;

8. In 1994, an additional parcel of the real property for O'Brien Park was dedicated to the Town specifically for park purposes;

9. The Town has expended taxpayer funds to improve those portions of O'Brien Park that were dedicated to the Town in 1981, 1992 and 1994 to create an active park on the west side of Downtown Mainstreet to meet the park and recreational needs of residents and activate Downtown Mainstreet for businesses and patrons of the Town;

10. In 2005, the Town purchased the balance of the real property needed for O'Brien Park in the amount of $1,250,000, specifically for park purposes ("O'Brien Park North"), which property will further meet the park and recreational needs of residents, but will remain in a vacant state until funding is available;

11. In 2013, the Town purchased real property located on Mainstreet from the Kime Trust for approximately $2,000,000 for development purposes (the "Kime Property");

12. In 2015, the Library District acquired a portion of the Kime Property from the Town to construct the new library;

13. In 2016, the Town expended taxpayer funds to improve a portion of the Kime Property for a new park, which is known as Discovery Park, for the purpose of meeting the open space and recreational needs of residents and providing an active park to enhance the eastern section of Mainstreet and support the new library, which together activated the east side of Downtown Mainstreet consistent with the Parker 2035 Master Plan and 2015 Mainstreet Master Plan;

14. O'Brien Park anchors the west side of Downtown Mainstreet, while Discovery Park anchors the east side of Downtown Mainstreet activating Downtown Mainstreet with festivals, sports leagues and tournaments, swimming, playground use, concerts, celebrations, special events, outdoor movies, art exhibits and ice skating;

PINE CURVE PROPERTY

15. In 2001, the Town purchased the Pine Curve Property for approximately $3,496,367 for a new police administration facility and fire protection district administration facility and not for open space. The Pine Curve Property was initially zoned DB-Downtown Business District and was later rezoned as GD-Greater Downtown District, Historic Center;

16. Between 2015 and 2018, the Town expended taxpayer funds to prepare the Pine Curve Property for development, including regional drainage improvements, the demolition of the

houses that were located on the Pine Curve Property, and the extension of Summerset Lane to accommodate access for future commercial development;

PACE LOT 2

17. In 2006, the Town purchased two parcels of land on which today comprises PACE Lot 1 and PACE Lot 2, in the collective amount of $3,442,000, for facilities, which initially included the Town (performing arts), library and school district, and not for open space. At that time, PACE Lot 2 was already zoned GD-Greater Downtown District, Historic Center;

18. In 2009, the Town platted the PACE Property into two lots, PACE Lot 1 and PACE Lot 2;

19. Between 2010 and 2011, the Town constructed the PACE Center on Lot 1 and the parking lot for the PACE Center on a portion of PACE Lot 2;

20. The Town intended that PACE Lot 2 would incorporate accessory parking to support the PACE Center *AND* future commercial or mixed-use development along Mainstreet that would activate and support the PACE Center in the manner provided by the existing Greater Downtown District/Historic Center zoning;

MY MAINSTREET PROJECT

21. In February 2018, to further activate the Downtown Mainstreet through development of the balance of the Kime Property, the Pine Curve Property, PACE Lot 2 and other parcels owned by the Town and the Parker Authority for Reinvestment ("PAR") (the "My Mainstreet Parcels"), a comprehensive public outreach project called the "My Mainstreet Project" was initiated;

22. The sale of the My Mainstreet Parcels for development is intended not only to further activate Downtown Mainstreet, but also to generate revenue, both from the sale of the My Mainstreet Parcels to reimburse the taxpayers of the Town for the initial purchase of these properties, as well as to generate sales and property taxes to pay for needed public improvements for Downtown Mainstreet and other areas of the Town, such as the O'Brien Park North park expansion, Harvie Open Space improvements, Salisbury Park North park expansion, The Schoolhouse plaza improvements and parking and transportation improvements;

23. Through the My Mainstreet Project the Town and PAR actively engaged the public for ten (10) months beginning February 19, 2018, and ending November 26, 2018;

24. The My Mainstreet Project was open for public feedback on Let's Talk Parker, where 12,800 people visited the project website and submitted 1,862 survey responses, 152 quick poll responses, provided 31 ideas and asked 13 questions;

25. PAR staff participated in four pop-up events about the My Mainstreet Project, with approximately 620 visitors, and received 1,560 responses to questions;

26. The Town and PAR posted information and updates 77 times on Facebook, which resulted in 82,412 impressions and 11,849 engagements;

27. The Town posted information and updates 17 times on Twitter, resulting in 12,200 impressions and 309 engagements;

28. The Town published nine (9) articles in the Talk of the Town reaching 24,914 addresses in the Town each month (224,226 total impressions);

29. PAR staff gave 14 presentations to community groups, Parker Authority for Reinvestment Advisory Committee, Planning Commission, and Town Council;

30. PAR hired Economic Planning Systems to conduct the Downtown Market Study and provide economic data on the market realities of development of the My Mainstreet Parcels, including the Pine Curve Property and PACE Lot 2, which report was completed on May 24, 2018;

31. The Town Council and PAR Board adopted the My Mainstreet Strategic Framework on November 26, 2018, which consists of 64 pages of the Strategic Framework, 142 pages of public engagement data, and 95 pages of the Downtown Market Study;

32. Based on the public's participation in the My Mainstreet Project, a menu of preferred uses was developed for each of the My Mainstreet Parcels, including the Pine Curve Property (retail, including grocery store/specialty grocery-anchored neighborhood shopping district and housing/residential, including medium-density, mixed-use, multi-family residential and townhomes) and PACE Lot 2 (retail, restaurant, bar/distillery/brewery);

PROCESS TO SELL THE MY MAINSTREET PARCELS

33. On January 14, 2019, PAR engaged Pinnacle Valuation & Consulting, LLC, to conduct real estate appraisals for each of the My Mainstreet Parcels, including the Pine Curve Property and PACE Lot 2, which appraisal reports were completed on February 19, 2019;

34. From October 12, 2018, to December 12, 2018, PAR issued a Request for Proposals to identify a commercial brokerage firm that would represent the Town and PAR in the sale of the My Mainstreet Parcels, including the Pine Curve Property and PACE Lot 2;

35. On March 18, 2019, PAR and the Town entered into a commercial brokerage listing agreement for the My Mainstreet Parcels with NavPoint Real Estate Group;

36. The My Mainstreet Parcels were listed with NavPoint Real Estate Group for a listing price in excess of the appraised value for these parcels, including the Pine Curve Property and Pace Lot 2;

37. The listing agreement with NavPoint Real Estate Group specifically provides for the preservation of parking for the PACE Center.

38. On August 5, 2019, the Town Council passed on first reading a bill for an ordinance to approve a purchase and sale agreement (the "Pine Curve Purchase Agreement") to sell the Pine

Curve Property for $5.00 a square foot or an approximate purchase price of $5,261,830 (subject to adjustment based on the terms of the Pine Curve Purchase Agreement), which amount is in excess of the amount that the Town paid for the Pine Curve Property in 2001 and in excess of the appraised value of the Pine Curve Property (second reading is August 19, 2019);

39. The Pine Curve Purchase Agreement requires the buyer to enter into a development agreement with the Town, that will be recorded against the Pine Curve Property, which will require that the "proposed development of the Property must be consistent with the My Mainstreet Strategic Framework," which agreement must be approved by the Town Council prior to the sale of the Pine Curve Property;

CITIZEN INITIATIVE TO REZONE THE PINE CURVE PROPERTY AND PACE LOT 2 FROM MIXED USE ZONING TO OPEN SPACE

40. On March 15, 2019, the "Committee to Save PACE and Pine Curve 3.0" filed a Committee Affidavit with the Town Clerk. According to the Committee Affidavit, "[t]he purpose of this initiative will be to place a question on the ballot as to whether the zoning . . . (. . . The Pine Curve) and . . . (. . . the PACE Parking Lot) . . . should be modified to Parks/Open Space;"

41. The Committee Affidavit identified the Committee Chairman and the person to receive notices (the "Committee Chairman");

42. On March 20, 2019, the Town Clerk sent a letter to the Committee Chairman to certify the Town's receipt of the Committee Affidavit and to notify the committee that the Committee Affidavit was deficient. In addition, the Town Clerk explained "that the Town does not have 'Parks/Open Space' zoning, but does have an 'Open Space District' which is reflected in the sample forms. Parks are not an allowed use in this zoning, ***so you may wish to consult with Community Development on the appropriate zoning designation you are seeking, prior to re-filing the affidavit, proposed petitions and ordinances***;" (emphasis added)

43. On March 21, 2019, the Committee Chairman called the Community Development Director of the Town and left a message. On March 22, 2019, the Community Development Director returned Committee Chairman's call and advised him that the act of rezoning the PACE parking lot on PACE Lot 2 to "Open Space" or "Public Facility" would, from a zoning perspective, sever the PACE parking lot from the PACE Center, and that a parking lot is not permitted as a principal use within either "Open Space" or "Public Facility" zoning designations;

44. Pursuant to the Land Development Ordinance, an action to rezone PACE Lot 2 from Greater Downtown District/Historic Center to Open Space or Public Facility would result in the existing parking lot becoming a nonconforming use and the Town would be required to implement the zoning change and correct the nonconforming situation by removing parking so that the primary use of PACE Lot 2 is converted to open space;

45. On April 5, 2019, following the March 21, 2019, discussion with the Town Community Development Director, Committee Chairman submitted a corrected Committee Affidavit on behalf of the "Committee to Save PACE Center Parking" to the Town Clerk, the purpose of which was to propose "A BILL FOR AN ORDINANCE ZONING CERTAIN

PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS PACE PARKING LOT, TO OPEN SPACE DISTRICT . . .;"

46. On April 12, 2019, the Town Clerk sent a letter to Committee Chairman to certify the Town's receipt of the corrected Committee Affidavit and approving the form of petition;

47. On April 5, 2019, a corrected Committee Affidavit was also submitted on behalf of the "Committee to Save Pine Curve 3.0" to the Town Clerk, the purpose of which was to propose "A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS PINE CURVE, TO OPEN SPACE DISTRICT . . .;"

48. On April 12, 2019, the Town Clerk sent a letter to certify the Town's receipt of the corrected Committee Affidavit and approving the form of petition;

REASONS SUPPORTING TOWN COUNCIL'S INTENT TO SELL

49. Downtown Mainstreet is the focal point of the Town's economic development and the My Mainstreet Parcels, including Pine Curve Property and PACE Lot 2, are part of the project to further energize Downtown Mainstreet through mixed use development for the benefit of the residents, businesses and patrons of the Town;

50. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on (i) the My Mainstreet Project and Downtown Mainstreet, (ii) the economic development of Downtown Mainstreet, (iii) the ability of the Town to recover the significant taxpayer investment in the Pine Curve Property and PACE Lot 2, (iv) the collection of sales tax and property tax revenue that would be realized by the Town and PAR from new development on the Pine Curve Property and PACE Lot 2 and the reinvestment of this revenue into capital projects that are needed by the Town, (v) the availably of parking for the PACE Center and (vi) the appearance of the Downtown Mainstreet, if the Pine Curve Property and Pace Lot 2 are left in a vacant state;

51. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on the My Mainstreet Project and the Downtown Mainstreet because, if left vacant, the properties will not meet the Town's identified purpose as outlined in the 2015 Mainstreet Master Plan, which states "[t]he Town desires to strengthen its identity and grow Downtown Mainstreet into an economically vibrant, dense and exciting area recognized as a destination and place of opportunity;"

52. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on the economic development of Downtown Mainstreet because, pursuant to the Downtown Market Study, the demand for office, retail/restaurant and residential spaces has outpaced the supply. This results in rental rates rising in Downtown Mainstreet faster than the Town as a whole, indicating that, without an increase in supply, the rents will continue to rise and become unattainable for the small business community currently leasing space in downtown;

53. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on the ability of the Town to recover the taxpayer investment into Pine Curve Property and PACE Lot 2 because of the loss of property tax and sales tax revenue;

54. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on sales tax and property tax revenue that would be realized by the Town and PAR from new development on the Pine Curve Property and PACE Lot 2;

55. Zoning PACE Lot 2 as open space will result in the loss of parking for the PACE Center because the act of rezoning the PACE parking lot on PACE Lot 2 to Open Space would, from a zoning perspective, sever the PACE parking lot from the PACE Center, and that a parking lot is not permitted as a principal use within the Open Space zoning designation;

56. Zoning the Pine Curve Property and PACE Lot 2 as open space will negatively affect the appearance and economic vibrancy of the Downtown Mainstreet because the Pine Curve Property and Pace Lot 2 would be left in a vacant unimproved state, contrary to the Parker 2035 Master Plan, Mainstreet Master Plan and My Mainstreet Project, which received community support for active uses and well-planned development on PACE Lot 2 and the Pine Curve Property; and

57. Zoning the Pine Curve Property and PACE Lot 2 as open space will have a negative impact on the reinvestment of this revenue into capital projects that are needed by the Town. The proceeds of land sale from PACE Lot 2 and the Pine Curve Property should be utilized to fund needed capital improvement projects in or near Downtown Mainstreet or in areas that have a parks and open space benefit, such as O'Brien Park North park expansion, Harvie Open Space improvements, Salisbury Park North park expansion, The Schoolhouse plaza improvements, and transportation/parking improvements among other projects.

58. If the Town is successful in selling the My Mainstreet parcels according to Town plans to redevelop those parcels, the Town will recover the taxpayers' investment in those parcels and collect sales and property tax to reinvest in needed capital projects to enhance/energize downtown Mainstreet, the Town's park and open space system, and transportation and parking infrastructure.

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 it is in the best interest of the Town to sell the My Mainstreet Parcels, including the Pine Curve Property and PACE Lot 2, and hereby declares its intent to pursue that objective.

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.536 - Second Reading**
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and UDC Miller, LLC, Concerning the Property Known as the Pine Curve

EXECUTIVE SUMMARY

The purpose of this agenda item is for the Town Council to consider a purchase and sale agreement for real property owned by the Town, which is commonly referred to as the Pine Curve Property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the March 18, 2019 Town Council meeting, the Town Council approved a broker listing agreement between the Town and NavPoint Real Estate Group, LLC, for real property owned by the Town, including Pine Curve Property (the "Listing Agreement"). Under the Listing Agreement, the Pine Curve Property was listed for sale in the amount of $5,793,331 ($5.50/sf). Attached is a purchase and sale agreement signed by UDC Miller, LLC (the "Buyer"), with a purchase price of $5.00 per square foot (the "Agreement"). The Agreement now excludes 30% of the gross square feet of the regional detention pond on the Pine Curve Property as it is ultimately configured on the Minor Development Plat, with the remaining 70% of the gross square feet of the regional detention pond to be included in calculating the purchase price. The actual purchase price will be based upon a survey of the Pine Curve Property after right-of-way for Mainstreet, including future turn lanes, and the regional detention pond calculation (as noted above), are excluded from the property to be purchased (the dollar amount is approximately $5,261,830). The Agreement contains the following substantive terms:

The Agreement will not go into effect until: (1) the Buyer signs the Agreement; (2) the Town Council approves the Agreement by ordinance; and (3) the Mayor signs the Agreement (the "Effective Date").

Within five (5) days after the Effective Date, the Buyer will deposit $201,000 with the title

company. Ten (10) days after the Effective Date, the Town will deliver: (1) the title commitment to the Buyer; and (2) documents related to the Pine Curve Property (survey, environmental reports, maps, and related information).

Within twenty (20) days after the Effective Date, the Buyer will deliver a preliminary concept plan for Pine Curve Property, which will include a feasibility analysis of site layout, densities, external access, internal circulation, and proposed open space.

Within forty (40) days after the Effective Date, the Buyer may make title and survey objections, which the Town may or may not be able to address.

Within sixty (60) days after the Effective Date, the Buyer may make objections to the condition of the Property, which the Town may or may not be able to address (the "Inspection Period").

Within one hundred twenty (120) days after the end of the Inspection Period (180 days after the Effective Date), the Buyer will submit to the Town a completed application for a minor development plat for the Pine Curve Property. The Town, in conjunction with processing the minor development plat, will process a plat exemption for Mainstreet to address overlapping right-of-way issues associated with the movement of Mainstreet over the years. The exemption plat for Mainstreet will include the current right-of-way for Mainstreet and the additional right-of-way that will be needed for turn lanes to serve the development of the Pine Curve Property. The portion of the Pine Curve Property that is not contained in the exemption plat for Mainstreet will be included in the minor development plat, and will be sold to the Buyer for $5.00 per square foot.

The completed application for the minor development plat will include a concept plan that includes the information contained in the preliminary concept plan, and applies that information on a lot-by-lot basis to each lot described in the minor development plat, including a phasing plan for the development of the Pine Curve Property. Within sixty (60) days of the Town's receipt of the complete application for the minor development plat and concept plan, the Town will prepare a development agreement, which will include the concept and phasing plans, the purpose of which is to make the My Mainstreet Strategic Framework contractually enforceable against the Buyer.

The Buyer will also submit an application to form a metropolitan district to finance the construction of improvements on the Pine Curve Property at the time the application for a minor development plat is submitted to the Town.

Ultimately, the approval of the minor development plat will be subject to notice and public hearing before the Planning Commission and Town Council. Additionally, the subdivision agreement for the public improvements to be constructed as a part of the minor development plat, the exemption plat for Mainstreet, the development agreement and the service plan for the metropolitan district will be subject to the Town Council approval and further subject to closing

the sale of the Pine Curve Property.

FINANCIAL IMPACT

The financial impact to the Town will be approximately $5,261,830 in revenue as indicated in the Background/Discussion above.

STRATEGIC GOAL(S)

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

1. Ordinance No. 1.536

RECOMMENDED MOTION

I move to approve Ordinance No. 1.536 on second reading.

ORDINANCE NO. 1.536, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF PARKER AND UDC MILLER, LLC, CONCERNING THE PROPERTY KNOWN AS THE PINE CURVE

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 Purchase and Sale Agreement Between the Town of Parker and UDC Miller, LLC, concerning the Property known as the Pine Curve, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

PURCHASE AND SALE AGREEMENT

Between

Town of Parker
as Seller,

and

UDC Miller, LLC
as Buyer

1. **Effective Date.** 4

2. **Purchase and Sale.** 4

3. **Purchase Price** 5
   3.1 Deposit 5
   3.2 Termination Rights Payment 5
   3.3 Cash at Closing 5

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and entered into by and between the Town of Parker, a Colorado municipal corporation ("**Seller**" and "**Town**"), and UDC Miller, LLC, a Colorado limited liability company ("**Buyer**"), and shall become effective as of the Effective Date provided in Section 1 below.

RECITALS

This Agreement is made with respect to the following facts:

A. Seller is the fee owner of the following land in the Town of Parker, Colorado: (i) "**Parcel 1**": an approximately 24.0226 acre tract of land located at 20129 E. Mainstreet, and (ii) "**Parcel 2**": an approximately 3.093 acre tract of land located at 20125 E. Mainstreet, all as more particularly described on the December 20, 2000 Survey and January 2, 2002 Survey attached hereto as Exhibit A (collectively the "**Surveys**".) Seller desires to sell and Buyer desires to purchase portions of Parcel 1 and Parcel 2, and possibly some additional smaller associated tracts owned by Seller (the "**Property")**, the final configuration and legal description of the Property to be sold and purchased hereunder is to be determined pursuant to a Minor Development Plat (to be prepared as provided in Section 6.2 hereof).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Property, on the terms and conditions hereinafter set forth.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Effective Date.¶**After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town for approval. If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council's ordinance have been defeated or the time for bringing any such action has expired, then this Agreement will be executed by Seller. This Agreement shall become effective only if and as of the date it is executed by Seller (the "**Effective Date**"). If the Effective Date has not occurred on or before November 11, 2019, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect.

2. **Purchase and Sale.¶**Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances now owned or hereafter acquired by Seller with respect to the Property, including all minerals and mineral rights, but excepting all water rights and water interests of every nature, and subject to the Permitted

Exceptions as provided herein. If Seller is entitled to any credits from a dedication of the water and water rights associated with the Property to Parker Water and Sanitation District ("**PWSD**"), such credits shall remain with Seller and shall not be included in the definition of Property and shall not be transferred to Buyer at Closing. The parties agree that upon completion of the configuration and legal description for the Property to be encompassed within the Minor Development Plat, as provided in Section 6.2 hereof, Exhibit B hereof will be completed to reflect the legal description and gross square feet of the Property to be conveyed by Seller to Buyer hereunder.

3. **Purchase Price**¶ The "**Purchase Price**" for the Property to be paid by Buyer to Seller shall be equal to Five Dollars ($5.00) per square foot of the Property multiplied by the gross square feet of the Property, with the gross square feet of the Property to be as stated in Exhibit B hereto upon completion of the Minor Development Plat, excluding thirty percent (30%) of the gross square feet of the regional detention pond on the Property as it is ultimately configured on the Minor Development Plat, as determined by the Town Office of Engineering/Public Works, with the remaining seventy percent (70%) of the gross square feet of the regional detention pond to be included in calculating the Purchase Price. Upon completion of the configuration and legal description for the Property to be encompassed within the Minor Development Plat, Seller and Buyer shall confirm the Purchase Price in writing by separate instrument approved by the Buyer and Town Administrator for the Seller. The Purchase Price shall be payable as follows:

3.1 Deposit¶ Within five (5) business days after the Effective Date, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Pl. 303-692-6784; emails sboyka@fnf.com and cnay@fnf.com) ("**Title Company**"), an earnest money deposit in the amount of Two Hundred Thousand Dollars ($200,000) (the "**Deposit**").

3.2 Termination Rights Payment¶ As independent and additional consideration for the discretionary termination rights granted to Buyer hereunder, within five (5) business days after the Effective Date of this Agreement, Buyer shall pay to Seller directly the sum of One Thousand Dollars ($1,000) ("**Termination Rights Payment**"), which amount shall be credited to payment of the Purchase Price in the event of Closing but which shall otherwise be non-refundable to Buyer except in the event of breach of this Agreement by Seller.

3.3 Cash at Closing¶ At the consummation of the transaction contemplated by this Agreement (the "**Closing**"), the Purchase Price, less credits for the Deposit and the Termination Rights Payment, and subject to the adjustments and prorations provided for herein, will be paid by Buyer to Seller in immediately available funds, by the timely wiring of funds to the Title Company for disbursement to Seller on the Closing Date (as defined in Section 10.1 hereof).

4. **Buyer's Investigations**.

4.1 Seller Deliverables¶ Seller will deliver or cause to be delivered to Buyer the following:

4.1.1 Title Insurance Commitment. Within ten (10) business days after the Effective Date, Seller shall instruct the Title Company to deliver to Buyer an ALTA Commitment for Title Insurance (08-01-2016 with technical corrections 04-02-18) for the property encompassed within the Surveys (the "**Initial Commitment**"), together with legible copies of all recorded encumbrances and exceptions to title listed in the Initial Commitment, which may be delivered in electronic format or by electronic link. The parties acknowledge that the issuance of the Initial Commitment will be in accordance with the legal descriptions for Parcel 1 and Parcel 2 on the Surveys. When the final legal description for the Property is determined in accordance with the preparation of the Minor Development Plat as provided herein, Seller shall request the Title Company to issue an update of the Initial Commitment with the agreed legal description of the Property as the insured estate, and Seller shall also request the Title Company to provide legible copies of all encumbrances and exceptions to title not listed in the Initial Commitment (the "**Updated Commitment**").

4.1.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Initial Commitment deemed unacceptable to Buyer in Buyer's sole discretion ("**Initial Title Objections**"), and (ii) any new or additional matters set forth the in the Updated Commitment that are unacceptable to Buyer in Buyer's sole discretion ("**Updated Title Objections**"), provided that Buyer delivers written notice of any Title Objections on or before the date that is ten (10) business days prior to the expiration of the Inspection Period (as defined below), and Buyer delivers written notice of any Updated Title Objections on or before the date that is ten (10) business days after delivery to Buyer of the Updated Commitment); otherwise any such objections shall be deemed to be waived. If Buyer delivers in a timely manner written notice of any Title Objections and/or Updated Title Objections (collectively, "**Objections**"), then Seller shall within ten (10) business days following receipt of any Objections from Buyer notify Buyer in writing ("**Seller's Response**") whether Seller elects, to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not to cure any such Objections. In the event Seller fails to deliver Seller's Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer's Objections. If Seller's Response states that Seller elects not to cure any of Buyer's Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then unless Buyer and Seller agree in writing upon an alternative resolution prior to the expiration of the Inspection Period with respect to Initial Title Objections or one business day prior Closing with respect to Updated Title Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive the Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Objections, and without a reduction of the Purchase Price. If Buyer fails to deliver written notice of such election prior to the expiration of the Inspection Period with respect to Initial Title Objections or one business day prior Closing with respect to Updated Title Objections, then Buyer shall be deemed to have elected to waive the Objections and proceed to purchase the Property pursuant to clause (y) above.

4.1.3 Permitted Exceptions. The (1) exceptions to title contained in the Initial Commitment as of the expiration of the Inspection Period (including any endorsements or supplements to the Initial Commitment issued prior to such expiration), and including any items to which Buyer objected but which Seller did not commit to address, (2) those matters affecting title that are described on the Surveys including any Survey items to which Buyer objected but

which Seller did not commit to address, (3) any matter that would be reflected upon an accurate survey of the Property, except for matters expressly granted in writing by Seller and objected to by Buyer after the expiration of the Inspection Period and prior to the Closing Date, (4) exceptions to title contained in the Updated Commitment as of ten (10) business days after delivery of the Updated Commitment to Seller and that were not contained in the Initial Commitment, (including any endorsements or supplements to the Updated Commitment issued prior to such date), and including any items to which Buyer objected but which Seller did not commit to address (5) the Minor Development Plat (as defined in Section 6.2 below), (6) the Development Agreement (as defined in Section 6.4 below), (7) the Subdivision Agreement (as defined in Section 6.5 below), and (8) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) monetary liens or encumbrances not resulting from the actions of Buyer, or (ii) mechanics' liens or claims therefore not resulting from the actions of Buyer or Buyer's agents or contractors).

4.1.4 Subsequent Title or Survey Defects. Seller covenants that between the Effective Date and the Closing Date Seller will not voluntarily encumber or grant easements or other rights of use with respect to the Property, except as may be contained in or required in connection with the Minor Development Plat, Exemption Plat, Development Agreement, Subdivision Agreement or Service Plan to be prepared and approved as provided in this Agreement. If, after the expiration of the Inspection Period with respect to the Initial Commitment or after the issuance of the Updated Commitment with respect to the Updated Commitment, Buyer or the Title Company notifies Seller of the existence of any encumbrance, lien, encroachment, defect in or other matter adversely affecting title or the Property that was not reflected in the Initial Commitment or Updated Commitment, as applicable, the Surveys, or the Permitted Exceptions ("**Subsequent Defect**"), Seller may use such efforts and expend such amount as Seller may, in Seller's sole discretion, deem appropriate to remove or cure such defect prior to Closing. Seller will not have any obligation, however, to cure any Subsequent Defect. If Seller does not or is unable to remove or cure all Subsequent Defects prior to Closing, Buyer may (i) waive all such uncured Subsequent Defects and accept such title as Seller is able to convey as of Closing without an abatement of the Purchase Price; or (ii) terminate this Agreement, whereupon Title Company will return the Deposit to Buyer, all parties will be relieved of any further obligations hereunder, except for those obligations that expressly survive any termination hereof.

4.1.5 Copies. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control that are described in Exhibit C attached hereto. Except as otherwise stated herein, Seller makes no representations or warranties as to the completeness or accuracy of such documents, other than representations that (a) Seller has delivered to Buyer all of such documents in its possession or control concerning the Property which are required in accordance with this Section 4.1.5, and (b) Seller has no actual knowledge that any of such documents are false or misleading in any material respect. Seller agrees to furnish immediately to Buyer any documents described in Exhibit C that come into Seller's possession or are completed by Seller after the initial production date specified above, and to continue to provide the same during the pendency of this Agreement.

4.2 Inspection Period.

4.2.1 Inspection Period¶ Buyer, at Buyer's expense, may review the Initial Commitment, the Surveys, and the documents described in Exhibit C, and cause such other tests, studies, and investigations to be made as Buyer, in its sole discretion, determines are reasonable or necessary in order to evaluate the suitability of the Property for Buyer's intended uses. Buyer shall have a period commencing on the Effective Date and expiring at 5:00 p.m. Mountain Time on the date that is the sixtieth (60th) day after the Effective Date (the "**Inspection Period**"), in which to determine, in Buyer's sole discretion, whether the Property is acceptable to Buyer. At any time prior to expiration of the Inspection Period, Buyer may deliver notice to Seller terminating this Agreement (the "**Inspection Termination Notice**"). If Buyer determines that the Property is acceptable, Buyer shall deliver a notice of continuation (the "**Continuation Notice**") on or before the expiration of the Inspection Period. If Buyer fails to deliver the Continuation Notice to Seller on or before the expiration of the Inspection Period, then Buyer shall be deemed to have not accepted the Permitted Exceptions existing as of the expiration of the Inspection Period and the physical condition of the Property, this Agreement shall terminate and the Deposit shall be returned to Buyer and both parties will be relieved of any further obligations hereunder except for those obligations that expressly survive any termination hereof. If Buyer delivers the Continuation Notice to Seller before the expiration of the Inspection Period, then this Agreement will remain in full force and effect in accordance with its terms, and the Deposit shall thereafter be non-refundable to Buyer for any reason other than as expressly stated herein.

4.3 Buyer's Right of Entry¶ Buyer's right of inspection shall include, without limitation, the right to enter the Property from and after the Effective Date during normal business hours for any purpose and the right to have made, at Buyer's expense, any and all studies or inspections of the Property as Buyer may deem necessary or appropriate. Seller agrees, subject to the requirements of this Section 4.3 and Section 4.4 below, to allow Buyer reasonable access and license to enter onto the Property; however, Buyer shall not perform any intrusive testing (other than standard geotechnical studies) without the prior written consent of Seller, which shall not be unreasonably withheld, or conditioned. After making such tests and inspections, Buyer agrees to promptly restore the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Buyer understands and agrees that any inspections of the Property shall be conducted upon at least 24 hours' prior telephonic or email notice to Seller (via Weldy Feazell, Development Manager, ph. 303-805-3168, email wfeazell@parkeronline.org). Seller agrees to cooperate reasonably with any such investigations, inspections, or studies made by or at Buyer's direction, so long as such cooperation is at no expense to Seller.

4.4 Insurance/Indemnity¶ Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of $2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or any of its agents, employees, or contractors in connection with such inspections and tests. Buyer agrees to keep the Property free from all liens (resulting from Buyer's investigations pursuant to this Article 4 or any other activities of Buyer pertaining to the Property) and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to,

reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, employees, consultants or contractors in exercising its rights under Section 4.3; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property. This indemnity shall survive the Closing or any termination of this Agreement.

5. **Title**.

5.1 Conveyance¶ Seller shall convey the Property to Buyer at Closing by bargain and sale deed, subject only to the Permitted Exceptions, and substantially in the form attached hereto as Exhibit D (the "**Deed**").

5.2 Issuance of Title Policy¶ At Closing, Title Company will issue, or unconditionally commit to issue, to Buyer an ALTA Owner's Policy (6-17-06) of title insurance in the amount of the Purchase Price, with the standard survey exception deleted, insuring that title to the Property is vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). Seller shall pay the premium for the Title Policy with standard survey exception deleted. Seller shall be responsible for recording the Minor Development Plat, Exemption Plat, Deed, Development Agreement, and Subdivision Agreement, upon Closing. Buyer will be responsible for providing the Survey utilized to prepare the Minor Development Plat to the Title Company to obtain the deletion of the standard survey exception in the Title Policy. Buyer shall be responsible for obtaining and paying for any endorsements to the Title Policy other than for deletion of the standard survey exception or any endorsement that Seller has agreed to provide to cure an Objection, for any lender's title policy and any endorsements thereto, and for satisfying any requirements the Title Company may impose specifically with respect to Buyer, such as, for example, requirements with respect to Buyer's organizational status or authority to complete the transaction.

6. **Entitlements**¶ Buyer and Seller shall pursue the following as provided:

6.1 Concept Plan¶ Within twenty (20) days of the Effective Date, Buyer shall deliver to Seller a preliminary concept plan for the development of the Property (the "**Preliminary Concept Plan**"). The Preliminary Concept Plan shall not be a formal submission to the Town, nor shall it be binding upon either Seller or Buyer. The Preliminary Concept Plan shall be prepared at a planning and design completion level of at least ten percent (10%). The Preliminary Concept Plan shall include proposed site layout, densities, external access, internal circulation, and proposed open space. Seller's review and comment upon the Preliminary Concept Plan shall neither constitute nor be considered as any form of Town Council approval of the Preliminary Concept Plan. The Preliminary Concept Plan shall be a preliminary document for guidance of the parties in the preparation of the Minor Development Plat, Exemption Plat, Development Agreement and Subdivision Agreement as provided below.

6.2 Minor Development Plat¶ Buyer and Seller shall collaborate in the determination of the boundaries of the Property to be included within a Minor Development Plat

to be submitted to the Town for approval. Buyer shall engage Aztec Consultants, Inc., (300 E. Mineral Ave. #1, Littleton, Colorado 80122), at Buyer's expense, to prepare the necessary documents for an application for a Minor Development Plat for the Property to be filed with the Town. Such documents shall include an ALTA/NSPS Land Title Survey for the Property prepared in accordance with Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016), including at least Table A Optional Items 1, 3, 4, and 11 ("**New Survey")**. The Minor Development Plat that will accompany the application shall be prepared by the Buyer in accordance with the New Survey. No later than one hundred twenty (120) days after the Expiration of the Inspection Period, Buyer and Seller, as co-applicants, shall submit the application for Minor Development Plat to the Town for its consideration in accordance with applicable Town ordinances, regulations and procedures. If, within one hundred twenty (120) days after the Expiration of the Inspection Period, the parties are unable to agree upon a Minor Development Plat co-application submittal to Town Council, then either party may terminate this Agreement by written notice to the other party, in which case this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement. At the time of Minor Development Plat application for the Property, the Buyer shall provide to Seller an update of the Preliminary Concept Plan that includes an update of the information contained in the Preliminary Concept Plan as well as feasibility analysis of parcel uses, hydrology, and topographic conditions, and applies all such information on a lot by lot basis to each lot described in the Minor Development Plat, including a phasing plan for the development of the Property.

6.3 Exemption Plat.¶ In conjunction with the preparation of the Minor Development Plat, Seller, at Seller's expense, shall retain Aztec Consultants, Inc. to prepare the necessary documents for Seller to submit an application for an Exemption Plat for public rights of way relating to the Minor Development Plat. The application and Exemption Plat shall be submitted to the Town in conjunction with the submission of the Minor Development Plat, for consideration in accordance with applicable Town ordinances, regulations and procedures.

6.4 Development Agreement.¶ Within sixty (60) days after Buyer's submission of the application for Minor Development Plat to the Town, Seller shall submit to Buyer, for Buyer's review and approval, subject to Town Council's final approval, a Development Agreement for the Property (the "**Development Agreement**") that addresses and encompasses such matters as Seller shall require, including without limitation the following:

6.4.1 The proposed development of the Property must implement the vision and plans of the Town of Parker:

- 2035 Master Plan
- Mainstreet Master Plan
- Downtown Safety Circulation Improvement Study
- Cultural Department Strategic Plan

6.4.2 The proposed development of the Property must advance the Parker Central Urban Renewal Area Plan:

- Removal of blight conditions
- Consideration of diverse land uses
- Development that considers the preservation of community character
- Development that provides investment into public realm improvements

6.4.3 The proposed development of the Property must be consistent with the My Mainstreet Strategic framework.

6.4.4 Physical constraints/property profile must be considered:

- Development is required to provide a 55 foot wide buffer adjacent to the Parker Vista neighborhood
- An easement will have to be granted to the Town for detention pond purposes
- Development will be required to preserve viewshed or view corridors through the site, West to East adjacent to the Parker Vista neighborhood
- Right of Way that may be necessary for future auxiliary/turning lanes on Pine Drive

6.4.5 Permitted use designations and restrictions for each development tract or platted lot, as applicable, shall be included.

6.4.6 The term of the Development Agreement shall be specified in the Development Agreement. The Development Agreement shall not displace, limit or supersede any ordinances, regulations or procedures required by the Town for the purchase, platting and site planning of the Property. In the event of any conflict between the provisions of the Development Agreement and the ordinances, regulations or procedures of the Town specifically related to the purchase, platting and site planning of the Property, the ordinances, regulations and procedures of the Town shall control. The Development Agreement shall be contractual and shall also constitute a private imposition and grant to the Town by Buyer of covenants, conditions, restrictions and equitable servitudes governing the development and use of the Property that shall run with the land and shall be binding upon Buyer and all grantees, successors and assigns of Buyer who take title to any portion of the Property. The Deed shall state that it is subject to the Development Agreement, and the Development Agreement shall be recorded upon Closing, immediately after the Deed and before the recording of the Subdivision Agreement described below. The approval of both Buyer and Seller to the terms of the Development Agreement shall be a condition precedent to the consideration of the Minor Development Plat, Exemption Plat and Subdivision Agreement by the Town Council, for the benefit of both Buyer and Seller.

If, within sixty (60) days after Seller's delivery to Buyer of a draft Development Agreement, the parties are unable to agree upon a form of Development Agreement submittal for consideration by Town Council, then either party may terminate this Agreement by written notice to the other party, in which case this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither

party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.5 Subdivision Agreement¶ Contemporaneously with Buyer's submission of the application for the Minor Development Plat to the Town, Seller shall submit to Buyer, for Buyer's review and approval, subject to Town Council final approval, a Subdivision Agreement for the Property (the "**Subdivision Agreement**"). The Subdivision Agreement shall utilize the form of Subdivision Agreement attached hereto as Exhibit E, with appropriate modifications to be in accord with this Agreement, the Minor Development Plat, Exemption Plat and Development Agreement. The approval of both Buyer and Seller to the terms of the Subdivision Agreement shall be a condition precedent to the consideration of the Minor Development Plat, Exemption Plat and Development Agreement by the Town Council, for the benefit of both Buyer and Seller.

6.6 Service Plan. Contemporaneously with Buyer's submission of the application for the Minor Development Plat to the Town, Seller shall submit to Buyer, for Buyer's review and approval, subject to Town Council final approval, a service plan for the Property pursuant to Chapter 10.11 of the Parker Municipal Code (the "**Service Plan**"). The approval of both Buyer and Seller to the terms of the Service Plan shall be a condition precedent to the consideration of the Minor Development Plat, Exemption Plat and Development Agreement by the Town Council, for the benefit of both Buyer and Seller.

6.7 Schedule/Town Council Consideration.¶On or prior to the expiration of the Inspection Period, the Parties shall establish a non-binding milestone schedule (the "**Schedule**") for processing the Minor Development Plat, Exemption Plat, Development Agreement, Subdivision Agreement and Service Plan, subject to the Parker Land Development Ordinance. The Minor Development Plat, Exemption Plat, Development Agreement, Subdivision Agreement, and Service Plan shall be considered contemporaneously by the Town Council at a public hearing in accordance with the applicable Town ordinances, regulations and procedures. If, prior to Town Council approval of the above, the application for Minor Development Plat expires as provided in Section 13.07.040 of the Parker Municipal Code, or if Town Council disapproves any of the above, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

6.8 Zoning¶ The parties acknowledge that as of the Effective Date the Property is zoned GD-Greater Downtown District, Historic Center by the Town and will remain so after Closing, and Buyer must satisfy itself that such zoning permits construction and use of the Property improvements contemplated by Buyer. Buyer acknowledges that Buyer has been informed that a petition initiated by Town residents has been commenced to change the Zoning of the Property to OS-Open Space District. It shall be a condition precedent to Closing for the benefit of both Buyer and Seller that zoning of the Property is not changed as of Closing Date and that as of the Closing Date there are no pending resident initiated petitions, Town Council proceedings, or pending litigation, that could result in a change in Zoning of the Property after Closing and there are no pending resident initiated referendums challenging Town Council's ordinance approving this Agreement. In the event a petition or referendum is filed with respect to any matters set forth herein, at Buyer's sole option by written notice to Seller, the Schedule and the Outside Closing Date (hereafter defined) shall be extended on a day-for-day basis during the pendency of such

petition or referendum, but not during any appeal period or the pendency of any appeal applicable thereto.

7. **Property Condition**¶ The Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "**Environmental Laws**"). Seller shall have no liability or obligation for, and Buyer expressly and specifically releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer acknowledges that Seller has conveyed to PWSD, or will convey to PWSD prior to Closing, all water rights with respect to the Property, including without limitation all not nontributary ground water rights, and Seller shall retain all credits or other compensation received from the PWSD as a result of such conveyances. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

8. **Covenants**.

8.1 Seller's Covenants¶ During the term of this Agreement, except as contemplated herein, Seller shall not encumber, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion. The foregoing restriction, however, shall not apply with respect to any change resulting from any Town resident initiated petition, litigation or other legal proceeding seeking or resulting in any change otherwise prohibited by this Section 8.1.

9. **Closing Conditions**.

9.1 Conditions to Seller's Obligation to Close¶ Seller's obligation to Close the sale of the Property hereunder is subject to the satisfaction of the following conditions (each a "**Condition**", any of which may be waived in writing by Seller:

9.1.1 Buyer shall have performed all material obligations to be performed by Buyer under this Agreement;

9.1.2 The Minor Development Plat and the Exemption Plat shall have been approved by the Town Council as required under this Agreement and all appeal or referendum periods shall have expired without the filing of an appeal or referendum, or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Seller prior to the Outside Closing Date, and provided that, at Seller's option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension;

9.1.3 Buyer and Seller shall have agreed to the Development Agreement, Subdivision Agreement, and Service Plan and shall have obtained the approval of the Development Agreement, Subdivision Agreement, and Service Plan by the Town Council, and all appeal or referendum periods, if any, shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Seller prior to the Outside Closing Date, and provided that, at Seller's option exercisable by written notice thereof to Buyer, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and Seller and recorded as required upon Closing;

9.1.4 There shall not be pending as of the Closing Date any resident initiated petition, litigation or other legal proceeding seeking to change the zoning of the Property or to prevent the sale of the Property under this Agreement.

If Condition 9.1.1 to Seller's obligation to Close is not fulfilled as of the Closing Date, then the provisions of Section 14.2 hereof shall apply. If Conditions 9.1.2 through 9.1.4 to Seller's obligation to Close are not fulfilled as of the Closing Date, then Seller may terminate this Agreement by written notice to Buyer, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

9.2 Conditions to Buyer's Obligation to Close.

9.2.1 Seller shall have performed all material obligations to be performed by Seller under this Agreement;

9.2.2 The Minor Development Plat and the Exemption Plat shall have been approved by the Town Council as required under this Agreement and all appeal or referendum periods shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer prior to the

Outside Closing Date, and provided that, at Buyer's option exercisable by written notice thereof to Seller, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension;

9.2.3 Buyer and Seller shall have agreed to the Development Agreement, Subdivision Agreement, and Service Plan and shall have obtained the approval of the Development Agreement and Subdivision Agreement by the Town Council and all appeal or referendum periods shall have expired without the filing of an appeal or referendum or if an appeal or referendum has been filed the same has been resolved in a manner acceptable to Buyer prior to the Outside Closing Date, and provided that, at Buyer's option exercisable by written notice thereof to Seller, the Outside Closing Date may be extended on a day-for-day basis during the pendency of such appeal or referendum, but not in any event to exceed an aggregate of one-hundred eighty (180) days of extension, with such documents to be signed by Buyer and Seller and recorded as required upon Closing;

9.2.4 There shall not be pending as of the Closing Date any resident initiated petition, litigation or other legal proceeding seeking to change the zoning of the Property or to prevent the sale of the Property under this Agreement.

If Condition 9.2.1 to Buyer's obligation to Close is not fulfilled as of the Closing Date, then the provisions of Section 14.1 hereof shall apply. If Conditions 9.2.2 through 9.2.4 to Buyer's obligation to Close are not fulfilled as of the Closing Date, then Buyer may terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer, all documents and any remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

10. **Closing**¶ Buyer and Seller agree that the Closing will be consummated as follows:

10.1 Closing Date¶ The Closing shall occur on the earlier of (i) the third business day that is at least thirty (30) days after Buyer and Seller have obtained Town Council approval of the Minor Development Plat, Exemption Plat, Development Agreement, Subdivision Agreement and Service Plan, and (ii) the date mutually agreed upon by Buyer and Seller (the "**Closing Date**"), provided that in no event shall the Closing Date be later than December 31, 2020 (the "**Outside Closing Date**"). Closing will take place at the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing. If Closing does not occur by the Outside Closing Date as a result of any default of Buyer or Seller, the provisions of Article 14 hereof shall apply. If Closing does not occur by the Outside Closing Date as a result of any reason other than a default by Buyer or Seller, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

10.2 Closing Documents¶ All documents required to be signed and delivered by a party for Closing must be delivered as wet signature originals and not as electronic documents or either physical or electronic copies of signed documents. Seller and Buyer will deliver or cause

to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

10.2.1 Bargain and Sale Deed. The Deed executed and acknowledged by Seller.

10.2.2 Development Agreement. The Development Agreement executed and acknowledged by Seller and Buyer.

10.2.3 Subdivision Agreement. The Subdivision Agreement executed and acknowledged by Seller and Buyer.

10.2.4 Minor Development Plat. The Minor Development Plat executed and acknowledged by Seller, the Town and Buyer.

10.2.5 Exemption Plat. The Exemption Plat executed and acknowledged by the Town.

10.2.6 Service Plan Resolution. The resolution approving the Service Plan is executed and acknowledged by the Town.

10.2.7 Title Policy. The Title Policy or an unconditional commitment by Title Company to issue the Title Policy promptly after Closing.

10.2.8 Non foreign Affidavit. An affidavit of Seller that evidences that it is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

10.2.9 Conveyance Information. A Colorado Form DR 1083, in form required by law and signed by Seller, concerning information with respect to a conveyance of a Colorado real property interest.

10.2.10Transfer Declaration. A real property transfer declaration, in form required by law and signed by Buyer, concerning the transaction contemplated by this Agreement.

10.2.11 Settlement Sheets. Settlement statements reflecting the Purchase Price and all adjustments and prorations to be made thereto pursuant to this Agreement.

10.2.12 Funds. All monies, by wire transfer of funds, required to be paid by either party thereunder.

10.3 Further Documents¶ Seller and Buyer will execute and deliver such other documents and will take such other action at Closing as reasonably may be necessary or appropriate to carry out their respective obligations under this Agreement.

11. **Adjustments and Prorations¶** Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. There will be no prorations of water, sewer

or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deed. Seller shall pay for the Title Policy with the standard survey exception deleted. Buyer shall pay all costs associated with any additional Title Policy endorsements and loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to acquire in order to cure an Objection. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. **Escrow; Commissions**.

12.1 Instructions. ¶Within three (3) business days after the Effective Date, Buyer and Seller each shall deliver one copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Buyer and Seller) with Title Company. Delivery may be made by emailing a signed copy in pdf format. This Agreement, together with such further instructions, if any, as the parties shall provide to Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Title Company hereunder are not acceptable to Title Company, or if Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions, and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless expressly agreed to by Seller and Buyer.

12.2 Escrow.¶ By its execution of this Agreement, Title Company agrees to receive, invest, and apply the Deposit in accordance with the terms and provisions of this Agreement and any additional instructions executed by the parties and the Title Company. In the event of any dispute between Buyer and Seller as to the proper application of the Deposit, Title Company may commence an action in the District Court in and for the County of Douglas, pay the Deposit to such Court, and interplead Buyer and Seller to such action, whereupon Title Company will be dismissed from such action and relieved of any further obligations with respect to the Deposit. Buyer and Seller hereby agree to submit to the jurisdiction and venue of such court for the purpose of any such action.

12.3 Close of Escrow.¶ Provided that Title Company shall not have received written notice in a timely manner from Buyer or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Buyer and Seller have deposited into escrow the items and funds required by this Agreement and Title Company unequivocally agrees in writing that Title Company can and will issue the Title Policy, Title Company shall:

(a) Record in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the "**Records**") the following documents in the following order:

1. The Minor Development Plat.

2. The Exemption Plat.

3. The Deed.

4. The Development Agreement.

5. The Subdivision Agreement.

(b) Deliver to Buyer: (i) the Deed, by causing it to be recorded in the Records and then delivered to Buyer after recording, with a copy to Seller; (ii) the Certificate of Non-Foreign Status; (iii) the Seller's Certificate; (iv) Buyer's Settlement Statement; and (v) all other documents deliverable to Buyer as a result of Closing.

(c) Deliver to Seller: (i) the Purchase Price, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller's Settlement Statement; (iii) the Minor Development Plat, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer; (iv) the Exemption Plat, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer, (v) the Development Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer, (vi) the Subdivision Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer; and (vii) all other documents deliverable to Seller as a result of Closing.

(d) Deliver to Buyer: any funds deposited by Buyer, and any interest earned thereon, in excess of the amount required to be paid by Buyer for Closing.

(e) Deliver the Title Policy issued by Title Company to Buyer promptly after Closing.

12.4 Real Estate Reporting Person¶ Title Company is hereby designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4, and any instructions or settlement statement prepared by Title Company shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Title Company shall file Form 1099 information return and send the statement to Seller, as required under the aforementioned statute and regulation.

12.5 Sales Commissions¶. Seller and Buyer represent and warrant, one to the other, that except for Seller's Broker, NavPoint Real Estate Group, neither party has dealt with any real estate broker, salesperson, or finder in connection with this transaction except that. Seller shall be responsible for the payment upon Closing of all commissions due NavPoint Real Estate Group. Seller acknowledges timely disclosure that one or more members of Buyer are licensed real estate brokers in the State of Colorado.

13. **Representations and Warranties¶**

13.1 Seller Representations and Warranties.¶ Seller represents and warrants to Buyer as follows, effective as of the Effective Date and the Closing Date:

13.1.1 Authority**{**tc \l3 "6.1.1Authority**}**. Seller is a Colorado municipal corporation, duly organized and existing and in good standing under the laws of the State of

Colorado. Seller has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby, subject to all laws, ordinances and regulations governing municipal action. All requisite action has been taken by Seller in connection with the entering into of this Agreement. Each of the persons signing this Agreement on behalf of Seller is authorized to do so.

13.1.2 Special Districts**{**tc \l3 "6.1.6 Special Districts**}**. Seller makes no representation or warranty with respect to special taxing districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

13.1.3 No Lease or License. The Property is not subject to any oral or written lease, nor any license permitting use or occupancy thereof, which will survive the Closing with respect to the Property or any portion thereof.

13.1.4 OFAC.

(a) Seller is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**") and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Seller constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Seller (whether directly or indirectly). For purposes of this Section, the term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Seller is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Seller is through a U.S. Publicly-Traded Entity. As used in this Section, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

13.2 Buyer Representations and Warranties.¶ Buyer represents and warrants to Seller as follows, effective as of the Effective Date and the Closing Date:

13.2.1 Authority{tc \l3 "7.1.1Authority}. Buyer is a limited liability company duly organized and existing and in good standing under the laws of the State of Colorado. Buyer has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Buyer is authorized to do so.

13.2.2 Consents, Binding Obligations, Violations{tc \l3 "7.1.2 Consents, Binding Obligations, Violations}. All consents and approvals which may be required in order for Buyer to enter into this Agreement or consummate the transaction contemplated hereby (excluding any government or related development approvals relating to the Buyer's intended development of the Property) have been obtained. This Agreement and all documents required hereby to be executed by Buyer are and will be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, except to the extent such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the right of contracting parties generally. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Buyer is subject or by which Buyer is bound or constitute a breach or default under any agreement or other obligation to which Buyer is a party or otherwise bound.

13.2.3 Opportunity to Investigate{tc \l3 "7.1.3 Opportunity to Investigate}.

(a) Prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property that Buyer deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, review of all surveys, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by governmental entities, agencies and/or districts, the condition of title, soils and geological reports, and governmental agreements and approvals. Any fees associated with such restrictions, conditions or agreements, including but not limited to impact fees related to the Project, shall be the responsibility of Buyer.

(b) Except as otherwise expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof.

(c) Buyer further represents and warrants that, in entering into Closing this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as

expressly set forth in this Agreement, **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS**. Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

13.2.4 OFAC.

(a) Buyer and each person or entity owning an interest in Buyer is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("**OFAC**") and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "**List**") and is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

(b) None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). For purposes of this Section, the term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law, including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Section, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

14. **Remedies**.

14.1 Buyer's Remedies¶ If Seller shall fail to perform any of its obligations hereunder for any reason other than Buyer's default hereunder, and Seller's failure to perform is not cured within ten (10) business days following written notice from Buyer describing in reasonable detail the default hereunder, Buyer shall have the rights, which shall be Buyer's exclusive remedies: (i) to specific performance of Seller's obligations hereunder; or (ii) to terminate this Agreement and receive a return of the Earnest Money as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Seller would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Buyer under applicable law are hereby expressly waived. The foregoing limitations shall not apply with respect to Buyer's indemnity obligations under this Agreement that survive termination, as to which Seller shall have all remedies available at law or in equity.

14.2 Seller's Remedies¶ If Buyer shall fail to perform any of its obligations hereunder for any reason other than Seller's default hereunder, and Buyer's failure to perform is not cured within ten (10) business days following written notice from Seller describing in reasonable detail the default hereunder, Seller shall have the right, which shall be Seller's exclusive remedy to terminate this Agreement and receive the Deposit as liquidated damages (and not as a penalty, Seller and Buyer hereby acknowledging that the amount of damages resulting from a breach of this Agreement by Buyer would be difficult or impossible to accurately ascertain). Any and all other remedies otherwise available to Seller under applicable law are expressly waived. The foregoing limitations shall not apply with respect to Seller's indemnity obligations under this Agreement that survive termination, as to which Buyer shall have all remedies available at law or in equity.

15. **General Provisions**¶The parties further agree as follows:

15.1 Time and Dates¶ Time is of the essence of this Agreement and Seller's and Buyer's obligations hereunder. A "business day" shall mean any day that is not a Saturday, Sunday, or legal holiday under the laws of the United States or the State of Colorado or a day upon which banks or similar financial institutions in the State of Colorado are generally closed. If any date set forth in this Agreement for performance of an act, the delivery of any notice or document, or the happening of any event falls on a day that is not a business day, then such date will be automatically extended to the next succeeding business day.

15.2 Entire Agreement¶ No change or modification of this Agreement will be valid unless the same is in writing and signed by the parties hereto. This Agreement contains the entire agreement between the parties relating to the purchase and sale of the Property. All prior negotiations between the parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as set forth herein.

15.3 Governing Law¶ This Agreement will be construed and enforced in accordance with the laws of the State of Colorado.

15.4 Notices¶ All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered and received upon personal delivery; as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit for overnight delivery with Federal Express or a similar overnight courier service. Notices other than notices of default may be given by email, with confirmation of electronic delivery. Notices may not be delivered by facsimile.

If to Seller, to: Town of Parker

Attn: Jim Maloney
20120 East Mainstreet
Parker, Colorado 80138
Telephone: (303) 841-0353
Email: jmaloney@parkeronline.org

With a copy to:

Gorrell Giles PC
1801 Broadway, Suite 1710
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 996-6560
Email: terry@glawpc.com

If to Buyer, to: UDC Miller, LLC

Attn: Daniel R. Sheldon
6900 E. Belleview Ave., Suite 300
Greenwood Village, Colorado 80111
Telephone: (303) 771-1500
Email: dsheldon@udcos.com

With a copy to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Attn: Paula Williams
Telephone: (303) 592-4380
Email: pwilliams@specialdistrictlaw.com

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 15.4.

15.5 Headings¶ The headings that appear in the Articles and Sections of this Agreement are for purposes of convenience and reference and are not in any sense to be construed as modifying the Sections in which they appear.

15.6 Counterparts¶. This Agreement may be executed in counterpart originals, each of which (or any combination of which) when signed by all of the parties will be deemed an original, but all of which when taken together will constitute one agreement. Signatures on this Agreement may be evidenced only by wet signature on the originals hereof delivered to each party.

15.7 Assignment¶ There may not be any partial assignment(s) of Buyer's rights or obligations under this Agreement. Other than to an entity owned, controlled or under common control with Buyer, to whom Buyer may fully (but not partially) assign this Agreement, and for which no consent shall be required, Buyer shall have no right to assign this Agreement without first obtaining Seller's written consent, which consent may be granted or withheld in Seller's sole discretion. Upon assignment, Buyer shall not be relieved of any obligations under this Agreement.

Any assignment of this Agreement shall be done pursuant to a separate assignment agreement and not by amendment of this Agreement, and it must be completed sufficiently in advance of Closing to permit Seller to obtain any required assignment approval under applicable Town procedures. Subject to the foregoing provisions of this subsection, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns in interest hereunder.

15.8 Successors and Assigns¶ Subject to Section 15.7 above, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15.9 Interpretation¶ Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

15.10 Recordation Prohibited¶ This Agreement shall not be recorded by either party in the Records or in any other office or place of public record; and if Buyer shall record this Agreement or cause or permit same to be recorded, Seller may, at its option, elect to treat such act as a breach of this Agreement, and if Seller terminates this Agreement as a result of such breach then Seller may record a notice of such termination.

15.11 Waiver of Jury Trial¶ IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND PURCHASER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

15.12 Cancellation Fees¶ Buyer and Seller agree to share equally any title or escrow cancellation fees charged by the Title Company.

15.13 Relationship of Parties¶ The parties agree that their relationship is that of seller and buyer and that nothing contained in this Agreement shall be deemed to constitute either party the agent or legal representative of the other for any purpose whatsoever; nor shall this Agreement be deemed to create any form of business organization between the parties to this Agreement; nor is either party granted any right or authority to assume or create any obligation or responsibility on behalf of the other party; nor shall either party be in any way liable for any debt of the other.

15.14 Further Acts¶ Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

15.15 Neutral Interpretation¶ The provisions of this Agreement are the result of negotiation between Buyer and Seller and the parties agree they shall not be construed for or against either party based upon authorship.

15.16 Patriot Act¶ Seller and Buyer each represents for itself that it is not acting, directly or indirectly for, or on behalf of, any person, group, entity or nation named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, or nation pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control, and is not engaging in the transactions described herein, directly or indirectly, on behalf of, or instigating or facilitating the transactions described herein, directly or indirectly, on behalf of, any such person, group, entity or nation.

15.17 Consideration¶. By executing this Agreement, with Buyer's agreement to deposit earnest money, to pay the Termination Rights Payment, and to deliver to Seller copies of all reports of the results of all tests, inspections, and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

15.18 Waiver¶ The waiver by one party of the performance of any covenant, condition or promise under this Agreement, shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition, or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded. No waiver shall be effective unless the same is in writing and signed by the party to be charged with it.

15.19 Rule Against Perpetuities¶ If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Agreement shall be unlawful or void for violation of: (a) the rule against perpetuities or any analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated president and vice-president of the United States and senators of the State of Colorado, their now living descendants, if any, and the longest living survivor of them, plus twenty-one (21) years.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND
Between the Town of Parker, Colorado ("**Seller**") and
the United Development Companies, LLC ("**Buyer**").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Sale and Purchase of Land the date and year first above written.

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By:_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

Date: _____

BUYER:

UDC Miller, LLC, a Colorado limited liability company

By: Daniel R. Sheldon

Name: Daniel R. Sheldon

Title: Manager

Date 8/9/19

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title Group

By:_____

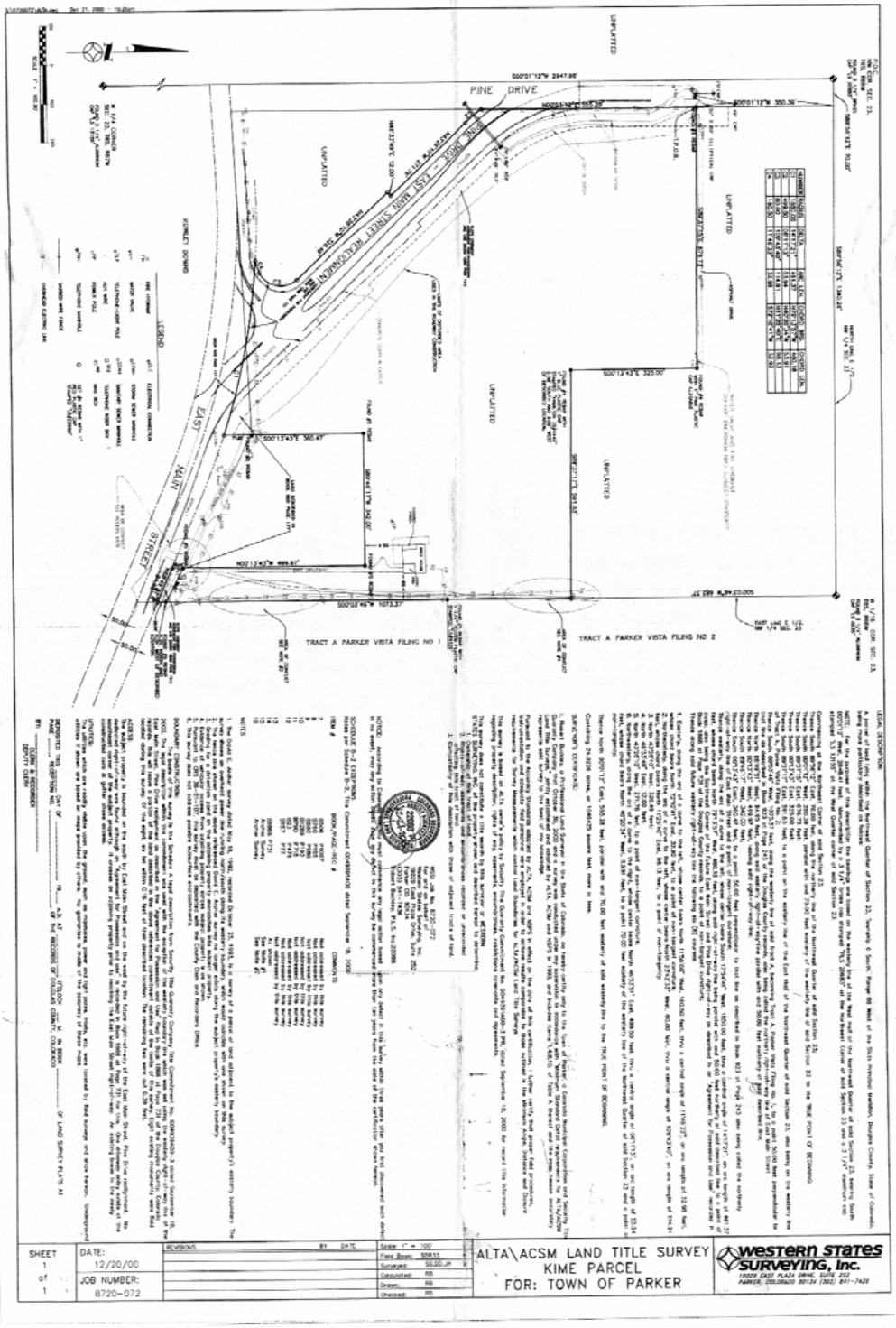
Name: _____

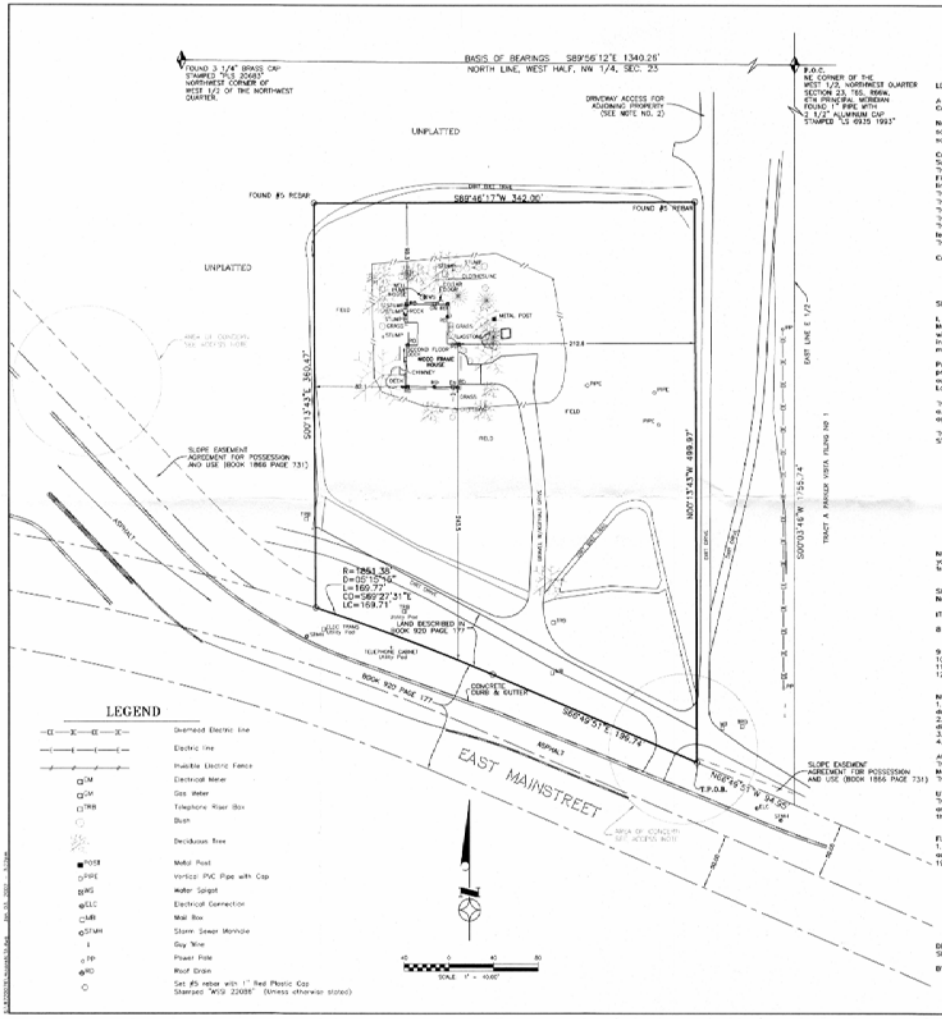
Title:_____

Date:_____

EXHIBIT A

SURVEYS





LEGAL DESCRIPTION:

A parcel of land lying within the Northwest Quarter of Section 23, Township 6 South, Range 66 West of the Sixth Principle Meridian, County of Douglas, State of Colorado, being more particularly described as follows:

Note: For the purpose of this description the bearings are based on the northerly line of the West Half of the Northwest Quarter of said Section 23, bearing N89°56'12"W, 1340.26 feet. Monumented by a 3 ¼" brass cap stamped "PLS 20683 at the Northwest corner of said Section 23, and 1" pipe with a 2 ½" aluminum cap stamped "LS 6935, 1993" at the Northeast corner of said West Half.

Commencing at the Northeast corner of the West Half of said Northwest Quarter, also being the Northwest corner of Parker Vista Subdivision, Filing No. 2;
Thence S00°03'46"W, 1755.74 feet, along the East line of said west half, Northwest Quarter, also being the West line of said Parker Vista Filing No. 2 and West line of Parker Vista Filing No. 1 to the Southwest corner of said Parker Vista Filing No. 1, also being on the North line of that parcel as described in Book 925 at Page 805 of the Douglas County, Colorado records;
Thence N89°49'51"W, 34.95 feet along said North line to the TRUE POINT OF BEGINNING;
Thence N00°13'43"W, 499.97 feet;
Thence S89°46'17"W, 342.00 feet;
Thence S00°13'43"E, 160.67 feet to the North line of that parcel described in Book 925 at page 805;
Thence along a curve to the right, non-tangent to the aforementioned course, having a radius of 1861.38 feet, a central angle of an arc length of 169.77 feet, the chord of which bears S89°27'31"E, 169.71 feet to a point of tangency;
Thence S89°49'51"E, 199.74 feet, to the TRUE POINT OF BEGINNING.

Containing 134,712 square feet or 3.093 acres more or less.

SURVEYOR'S CERTIFICATE:

I, Robert Buckley, a Professional Land Surveyor in the State of Colorado, do hereby certify only to the Town of Parker, a Colorado Municipal Corporation and Chicago Title of Colorado that December 4, 2001 a survey was conducted under my supervision in accordance with "Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999, and includes items 1,3,4,8,10 and 11a of Table A thereof and the map hereon accurately represents said survey to the best of my knowledge.

Pursuant to the Accuracy Standards adopted by ALTA, ACSM and NSPS in effect on the date of this certification, I further certify that proper field procedures, instrumentation and adequate field personnel were employed in order to achieve results comparable to those outlined in the Minimum Angle, Distance and Closure requirements for Survey Measurements which control Land Boundaries for ALTA/ACSM Land Title Surveys.

This survey is based on ALTA owner's policy by Chicago Title of Colorado Commitment No. 1250678, dated November 19, 2001 at 7:30 a.m. for record title information regarding property description, rights of way, easements, encumbrances, restrictions covenants and agreements.

This survey does not constitute a title search by this surveyor or WESTERN STATES SURVEYING, INC. of the property shown and described hereon to determine:
1. Ownership of this tract of land.
2. Rights-of-way, easements and encumbrances recorded or unrecorded affecting this tract of land.
3. Compatibility of this description with those of adjacent tracts of land.

WSS Job No. 8720-076
For and on behalf of
Western States Surveying, Inc
12753 South Parker Road, Suite 205
Parker CO. 80134
(303) 841-7436
Robert Buckley, P.L.S. No.22088

NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SCHEDULE B-2 EXCEPTIONS
Notes per Schedule B-2, Title Commitment 1250678 dated November 19, 2001

ITEM #	BOOK/PAGE-REC #	COMMENTS
8	823 P479	Not addressed by this survey
	8238 P556	Not addressed by this survey
	8243 P329	Not addressed by this survey
9		Not addressed by this survey
10	8884 P497	See survey note #1
11	81289 P193	Not addressed by this survey
12		Not addressed by this survey

NOTES:
1. No evidence was found by this surveyor of any survey used for this Boundary Agreement. The monumentation found on the ground does appear to fit the intent of the agreement.
2. Evidence of vehicular access from adjoining property encroaches through subject property. The house to the north uses an existing dirt drive off the subject property to the east and through it to the south to access East Mainstreet.
3. Pursuant to CRS 38-51-102, this survey must be deposited with the County Clerk and Recorders Office.
4. This survey does not address possible subsurface encroachments.

ACCESS:
The subject property is bounded on the south by East Mainstreet. There are currently no curb cuts for a driveway. Access to East Mainstreet appears to be from the southwesterly corner of the property to an existing curb cut in the north side of East Mainstreet. This access point is approximately 250 feet west of the subject property. Adjoining properties may be using this access as well.

UTILITIES:
The utilities which are readily visible upon the ground, such as manholes, power and light poles, inlets, etc. were located by field surveys and show hereon. Underground utilities if shown are based on maps provided by others. No guarantee is made of the accuracy of these maps.

FLOOD CERTIFICATE:
1. The property described and shown hereon lies within flood hazard area Zone X, areas determined to be outside 500-year flood plain, according to the Federal Emergency Management Agency National Flood Insurance Program "Flood Insurance Rate Maps" dated July 4, 1989 and February 2, 1996, for Parker, CO, Douglas County, Colorado, Community-Panel No.'s 080310 0060 B and 080310 0070 B.

DEPOSITED THIS _____ DAY OF _____ 2___ A.D. AT _____ O'CLOCK ___ M. IN BOOK _____ OF LAND SURVEY PLATS AT PAGE _____, RECEPTION NO. _____ OF THE RECORDS OF DOUGLAS COUNTY, COLORADO

BY: _____
CLERK & RECORDER
DEPUTY CLERK

western states surveying, inc.
12753 SOUTH PARKER ROAD, SUITE 205
PARKER, COLORADO 80134 (303) 841-7436

ALTA\ACSM LAND TITLE SURVEY
MOORE PARCEL
FOR: TOWN OF PARKER

Scale: 1" = 40'			
Field Book: 5843			
Surveyed: TB			
Drawn: RBG			
Checked: RB			
Revisions	By	Date	

SHEET 1 of 1
DATE: 1/02/02
JOB NUMBER: 8720-076

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

[TO BE ATTACHED UPON COMPLETION OF THE MINOR DEVELOPMENT PLAT]

EXHIBIT C

SELLER DELIVERABLES

(a) A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment, together with a copy of the Seller's existing title policy and the deed or deeds conveying title to Seller. Such title policy to be based on a current ALTA survey of the Property which shall be provided by Seller to Buyer.

(b) Copies of all petitions and the like in Seller's possession relating to all litigation presently affecting the Property.

(c) A dimensioned site plan and base civil drawings (which would at least include grading, drainage, utility, and roadway plans) of the Property (base civil would be for the Property and surrounding lots).

(d) All soil reports, environmental reports, geotechnical studies and engineering reports in Seller's possession as well as any property condition reports, and all warranties for improvements located on the Property.

(e) Copy of the tax parcel map for the Property.

(f) All development plans and documents including but not limited to engineering, architectural, feasibility, and marketing reports.

(g) Any and all water studies and reports.

EXHIBIT D

BARGAIN AND SALE DEED

After Recording Return To:
_____
_____
_____

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS, that the Town of Parker, a Colorado home rule municipal corporation, whose address is 20120 E Mainstreet, Parker, Colorado 80138, for valuable consideration in hand paid, hereby sell(s) and convey(s) to _____, a _____, whose address is _____, the following real property, with all its appurtenances, in the Town of Parker, County of Douglas and State of Colorado, to wit:

[see Exhibit A attached hereto and incorporated herewith]

subject to: (i) the Permitted Exceptions listed on Exhibit B attached hereto and incorporated herein by reference.

Signed this ____ day of _____, 20__.

ATTEST:	TOWN OF PARKER, a Colorado home rule municipal corporation
By:_____	By:_____
_____, Town Clerk	_____, Mayor

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as Mayor and _____as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

_____
(SEAL) Notary Public

STATE OF COLORADO)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____ as Mayor and _____as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

_____
(SEAL) Notary Public

EXHIBIT A
TO
BARGAIN AND SALE DEED

Legal Description

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT B
TO
BARGAIN AND SALE DEED

List of Permitted Title Exceptions

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT E

SUBDIVISION AGREEMENT

[SEE ATTACHED]

SUBDIVISION AGREEMENT
[*File Name*]

[***NOTE:*** ***Delete bracketed instructions (including this one) (& the brackets).*** ***Where there are lines to fill in, do not underline the information you insert; the line is only there to indicate information to be filled in.*** ***After preparing the draft, please send to Jim to review.***]

THIS AGREEMENT is made this _____ day of _____, 20__, by and between the Town of Parker, Colorado, a home rule municipal corporation (the "Town"), and _____ (the "Developer").

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as _____ [***File Name***], which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

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

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

AGREEMENT

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

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

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on **[*Date*]** _____, 20__, which was recorded at Reception No. _____, [***OR for older documents***: recorded in Book _____, Page _____ ,] [and amended on **[*Date*]** _____, 20__, which was recorded at Reception No. _____, ***OR for older documents***: recorded in Book _____, Page _____, ***←delete this language if no amendment***] of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

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

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

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

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

4. Specific Conditions. The Developer hereby agrees that:

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

b. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities as described in the landscape plans approved by the Town for the Property (the "Streetscape Improvements"). If installation of Streetscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Streetscape Security") of the materials cost as described in **Exhibit E**, attached hereto and incorporated herein, and will complete the Streetscape Improvements according to the landscape plans as provided by Section 13.07.150(c)(2) of the Town's Land Development Ordinance. The Town may reduce the Streetscape Security, in the exercise of its sole discretion, as the Streetscape Improvements are completed and accepted by the Town for final acceptance, subject to Section 13.07.150(c) of the Town's Land Development Ordinance for the Streetscape Improvements.

c. Prior to probationary acceptance of the Public Improvements for the Property, the Developer shall install all plant material and related irrigation facilities within all tracts as described in the landscape plans approved by the Town for the Property (the "Landscape Improvements"), subject to the warranty provisions of this Agreement. If installation of the Landscape Improvements cannot be reasonably accomplished prior to probationary acceptance of the Public Improvements for the Property, the Developer shall post a letter of credit amounting to one hundred ten percent (110%) (the "Landscape Security") of the materials cost as

described in **Exhibit F**, attached and incorporated herein, and will complete the Landscape Improvements according to the landscape plans prior to final acceptance of the Public Improvements by the Town. The Town may reduce the Landscape Security, in the exercise of its sole discretion, as the Landscape Improvements are completed on a tract-by-tract basis and accepted by the Town for probationary acceptance, subject to the warranty provisions of this Agreement and Section 13.07.150(c) of the Town's Land Development Ordinance for the Landscape Improvements.

d. [***Add additional specific conditions here***]

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

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

a. The refusal to issue any building permit or certificate of occupancy;

b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;

c. A demand that the security given for the completion of the public improvements be paid or honored; or

d. Any other remedy available at law.

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

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

attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

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

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

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

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

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

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

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

9. Completion of Public Improvements. The obligations of the Developer provided for in paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or

before _____, 20__ [←***Fill in Date (1 or 2 years from approval)***], and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

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

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

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

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

accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

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

In the event the Public Improvements are not constructed or completed within the period of time specified by paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

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

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

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the

withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

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

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

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

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

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

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

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

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

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

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

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

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

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

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

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

Notice to Developer: _____
_____
_____
_____

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

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

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

[***Use 27. above if no assignment/assumption; use 27. below if assignment/assumption.***]

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement. Notwithstanding the foregoing, the Town consents to the assignment of this Agreement to _____ (the "Assignee"), on the conditions that (a) the Assignee provides the Town with replacement letter of credit in a form and in an amount that is acceptable to the Town, on or before _____, 2017; (b) the Assignee is the owner of all of the Property contained within the _____ Plat, on or before _____, 2017; and (c) on or before _____, 2017, the Developer and Assignee execute and deliver to the Town the "Assignment and Assumption Agreement for _____ Subdivision Agreement," which is attached hereto as **Exhibit G** and incorporated by this reference.

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

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

undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

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

TOWN OF PARKER, COLORADO
If administrative, use CD & E/PW signature lines:

By: _____
John Fussa, Community Development Director

By: _____
Tom Williams, Director of Engineering/Public Works

If going before TC with MDP, use Mayor's signature line:

By: _____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

DEVELOPER: [*COMPANY NAME-ALL CAPS*]

By: _____
_____ [*Name, title*]

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____ of _____.

My commission expires: _____.

(SEAL)

_____
Notary Public

EXHIBIT LIST

Exhibit A	Legal Description of the Property
Exhibit B	Copy of the Final Plat
Exhibit C	Estimated Cost of Public Improvements
Exhibit D	Form of Letter of Credit
Exhibit E	Estimated Cost of Streetscape Improvements
Exhibit F	Estimated Cost of Landscape Improvements
Exhibit G	Assignment and Assumption Agreement for _____ Subdivision Agreement

PARKER
COLORADO

Request for Town Council Action

Date: August 19, 2019

Submitted By: David King, Chief

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.299 - Second Reading**
A Bill for an Ordinance Approving the Amended and Restated Intergovernmental Agreement Between the Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resources Officers

Department: **Police, David King**

EXECUTIVE SUMMARY

The Town entered into an Intergovernmental Agreement (IGA) with the Douglas County School District to make available police officers to function as school resource officers (SROs) at Legend High School and Sierra Middle School. The school resource officers additionally provide services to include law enforcement, counseling and education to Cimarron Middle School located adjacent to Legend High School.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A school resource officer is a commissioned, sworn law enforcement officer, not a "security guard." SROs carry all the same equipment they use on any other law enforcement assignment.

The goals of SRO programs include providing safe learning environments in our schools, providing valuable resources to school staff members, fostering positive relationships with youth, developing strategies to resolve problems affecting youth and protecting all students, so that they can reach their fullest potentials.

FINANCIAL IMPACT

Under the IGA between Parker and Douglas County School District, the cost for each SRO is shared as a 50/50 split. The split includes salary (which can vary based on where the officer is within the department's step pay plan) and benefits for each officer required under the the agreement.

Costs incurred by the Town for school related sporting events or activities are paid by the School District under separate billing. Each SRO is allowed up to ninety (90) hours of overtime for school sanctioned events per school year.

Since first reading, the IGA has been amended to provide that one-half of the equipment costs for each SRO ($7,500) and all costs of attendance by the SROs at the NASRO conference will be paid by the District. Additional changes were made to Section 5 to specify the rate for attendance at sporting events or activities will be one and a half times the current rate of pay.

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

PROMOTE A SAFE AND HEALTHY COMMUNITY

ATTACHMENTS

1. DCSD Ord apprv SRO IGA 20190805 & 0819 TC mtgs

RECOMMENDED MOTION

I move to approve Ordinance No. 9.299 on second reading.

ORDINANCE NO. 9.299, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS

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 Amended and Restated Intergovernmental Agreement between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers, which is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT RE-1 AND THE TOWN OF PARKER REGARDING THE SHARING OF COSTS FOR PROVIDING POLICE OFFICERS TO ACT AS SCHOOL RESOURCE OFFICERS

This Amended and Restated Intergovernmental Agreement (the "Agreement") by and between **Douglas County School District RE-1** ("District") and the **Town of Parker** ("Town") is made and entered on this ____ day of _____, 2019.

RECITALS

WHEREAS, the District and the Town entered into that certain Intergovernmental Agreement Between Douglas County School District RE-1 and the Town of Parker Regarding the Sharing of Costs for Providing Police Officers to Act as School Resource Officers dated September 18, 2017 (the "Previous Agreement");

WHEREAS, the District and the Town wish to amend and restate the Previous Agreement as to the sharing of costs for a school resource officer in the District; and

WHEREAS, the District desires to have a school resource officer at Legend High School, Cimarron Middle School, and Sierra Middle School, located within the District and within the Town; and

WHEREAS, the Town is willing to make available, at designated schools within the District as set forth herein, police officers to act as school resource officers; and

WHEREAS, Section 29-1-203, C.R.S., authorizes local governments to cooperate or contract with each other to provide any function or service lawfully authorized to each other; and

WHEREAS, the parties hereto wish to share equally the cost of providing police officers as school resource officers in the District, net of any other funding sources.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the District and the Town agree as follows:

1. The Town shall make available three of its police officers to function as school resource officers (the "School Resource Officers") at Legend High School (the "High School"), and at Sierra Middle School and Cimarron Middle School (collectively with Sierra Middle School, the "Middle Schools").

2. The duties of the school resource officers shall include, but not be limited to, the following:

- Provide education and counseling to students on law enforcement matters;
- Act as a liaison between the Parker Police Department and the District;
- Coordinate matters of mutual law enforcement concerns between the District and the Parker Police Department;

- Create an open, uninhibited environment of discussion geared to understanding and respect for the District, Parker Police Department, and the Town.
- Investigate law enforcement and public safety issues while on campus.

3. The District shall provide the School Resource Officers a private and secure room on the High School campus and on each of the Middle Schools' campuses for the purpose of conducting confidential investigations, conducting interviews, and preparing reports, as well as for conducting any other activity necessary to providing the School Resource Officer functions. The District shall equip the room with a telephone and computer that networks with the Parker Police Department.

4. The District shall reimburse the Town fifty percent (50%) of the Town's costs to make police officers available as the School Resource Officers net of any other funding sources and one hundred percent (100%) of the Town's costs to make police officers available as the School Resource Officers to attend school-related sporting events or activities, as provided in Paragraph 5 of this Agreement. Such reimbursable costs shall include, but not be limited to, the salary, benefits, and pay plan market movement for the School Resource Officers, in addition to the one-half of the equipment costs for each School Resource Officer, which one-half amount is equal to $22,500 ($7,500 per School Resource Officer), and all costs of attendance at the NASRO conference by the School Resource Officers. The District shall pay the Town its portion of such costs on a monthly basis as invoiced monthly by the Town.

5. Each school year, all School Resource Officers receive an additional ninety (90) hours (to be compensated at one and half times the School Resource Officers' rate of pay) to attend school related sporting events or activities. The School Resource Officers are compensated at one and a half time the agency's current rate of pay and invoiced separately from staffing and salary. Hours used are verified by both the School Resource Officers and District security personnel. Notwithstanding the foregoing, the additional ninety (90) hours for each of the Middle School Resource Officers shall be used to fund extra duty hours at District events to include, but limited to, traffic control at Echo Park Stadium and other events within the Town of Parker.

6. The School Resource Officers shall remain employees of the Town at all times.

7. The School Resource Officers shall be subject to the Town's supervision, chain of command, and to the policies, procedures, rules, regulations, directives, written evaluations, and orders of the Parker Police Department and the Town. The School Resource Officers will also comply with the laws, policies, and regulations of the District to the extent that such measures are not in conflict with those of the Town or Parker Police Department. Although the School Resource Officers will work closely with school administrators and faculty to determine the most effective use of the School Resource Officers' time and expertise, the School Resource Officers shall not be subject to supervision or direction by the District.

8. The term of this Agreement will be from July 1, 2019, through June 30, 2020. Thereafter, this Agreement shall be continued for successive one-year terms, unless sooner terminated by either party. The financial obligation of both parties hereto is subject to annual budgeting and appropriation of the necessary funds.

9. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other party. The District shall only be responsible for its share of the costs outlined in Section 4 for services performed as of such termination date.

10. Any notice required to be given by this Agreement shall be given as follows:

To the District:	Douglas County School District RE-1 Attn: Director of School Safety and Security 620 Wilcox Street Castle Rock, CO 80104
To the District:	Douglas County School District RE-1 Office of Legal Counsel Attn: Legal Counsel 620 Wilcox Street Castle Rock, CO 80104
To the Town of Parker:	Town of Parker Attn: Town Administrator 20120 E, Mainstreet Parker, CO 80138
With a copy to:	Parker Police Department Attn: Chief of Police 18600 E. Lincoln Meadows Parkway Parker, CO 80134

11. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as a waiver of immunity or liability limits granted to the Town or District under the Colorado Governmental Immunity Act.

12. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the Previous Agreement, which is hereby amended and restated. This Agreement may be amended, modified or changed, in whole or in part, only by written agreement approved by each party.

This Agreement is entered into as of the day and year set forth above.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
James S. Maloney, Town Attorney

DOUGLAS COUNTY SCHOOL RE-1

_____
David Ray, President, Board of Education

ATTEST:

_____
Richard Payne
Director of Safety and Security

_____
Lindsay Bergemann
Director of Strategic Sourcing & Contract Management

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	Stacey Nerger, Associate Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**CHAMBERS ROAD ANNEXATIONS and ZONINGS**

Department: **Community Development, Stacey Nerger**

EXECUTIVE SUMMARY

The Town proposes to annex a portion of the Chambers Road Right-of-Way (ROW) located between Mainstreet and Heirloom Parkway as required by an Intergovernmental Agreement with Douglas County. In addition, the Town proposes to annex and zone several small properties that are not ROW. The areas to be annexed and zoned will require five (5) separate annexations and three (3) separate zoning designations as summarized below:

Annexations

• Chambers Road ROW consisting of three (3) serial annexations

• Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor extending from the east side of Chambers Road to the current western limit of the Town

• Town-owned Tract P which is a remnant of the Meridian International Business Center Planned Development. Tract P can be annexed by ordinance without public hearing because it is Town-owned and not ROW

Zoning

• Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor outside of the Chambers Road ROW to be zoned PF-Public Facility District.

• A portion of property located north of the PSCo property and outside of the Chambers Road

ROW to be zoned OS-Open Space District.

• Tract P of Meridian International Business Center Planned Development, which is located at the northeast corner of Chambers Road and Mainstreet to be zoned Newlin Crossing Planned Development.

• Tract D located south of Mainstreet on the east side of Chambers Road was annexed as part of the Newlin Crossing Planned Development but not zoned. It is proposed to be zoned OS-Open Space District.

The Town is also proposing a Subdivision Exemption Plat for the intersection of Chambers Road and Mainstreet to dedicate ROW and create a legal parcel for Tract D south of Mainstreet and east of Chambers Road.

Resolutions that set forth findings of fact and conclusion as to the eligibility of the annexations were processed concurrently with the ordinances.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker and Douglas County entered into an Intergovernmental Agreement (IGA) in August, 2015 for cost-sharing of the Chambers Road widening from Mainstreet to Hess Road. The Chambers Road widening and related improvements identified in the IGA were completed in 2018. As a requirement of the IGA, the Town agreed to annex the section of Chambers Road located in unincorporated Douglas County from Mainstreet south to the Town boundary at the Heirloom (Parker Homestead) neighborhood.

The proposed annexations must be undertaken in several steps, using a process known as serial annexation, to comply with the contiguity requirements of the Municipal Annexation Act of 1965.

The proposed annexations include a portion of the Chambers Road ROW consisting of three (3) serial annexations that will not be zoned. The Town does not zone ROW that is annexed because the use is limited to roads and related improvements.

The proposed annexations also include a portion of the PSCo/Xcel utility corridor that contains high voltage electric transmission lines crossing Chambers Road from east to west. The PSCo/Xcel property will be zoned PF-Public Facility District concurrently with the annexation to accommodate the existing utility use.

In addition, Town-owned Tract P will be annexed and zoned. Tract P is located at the northeastern corner of the intersection of Mainstreet and Chambers Road. Tract P has a total area of one-half (1/2) acre and is a remnant of the Meridian International Business Center

Planned Development. It is not required for public use and the Town has committed to transferring the land to the adjacent Newlin Crossing Planned Development pursuant to an annexation agreement. Tract P will be zoned for commercial use and incorporated into the Commercial Planning Area of the Newlin Crossing Planned Development.

There are two (2) properties where a portion of the annexation area is located outside of the Chambers Road ROW or property has already been annexed but not zoned. These Town-owned properties are proposed to be zoned OS-Open Space District.

The proposed zonings meet the nine (9) criteria for rezoning as set forth in the Land Development Ordinance and further described in the attached Planning Commission Staff Report dated August 8, 2019.

The Planning Commission held a public hearing on August 8, 2019 and recommended that Town Council approve the proposed annexation and zoning.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

INNOVATE WITH COLLABORATIVE GOVERNANCE

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

ATTACHMENTS

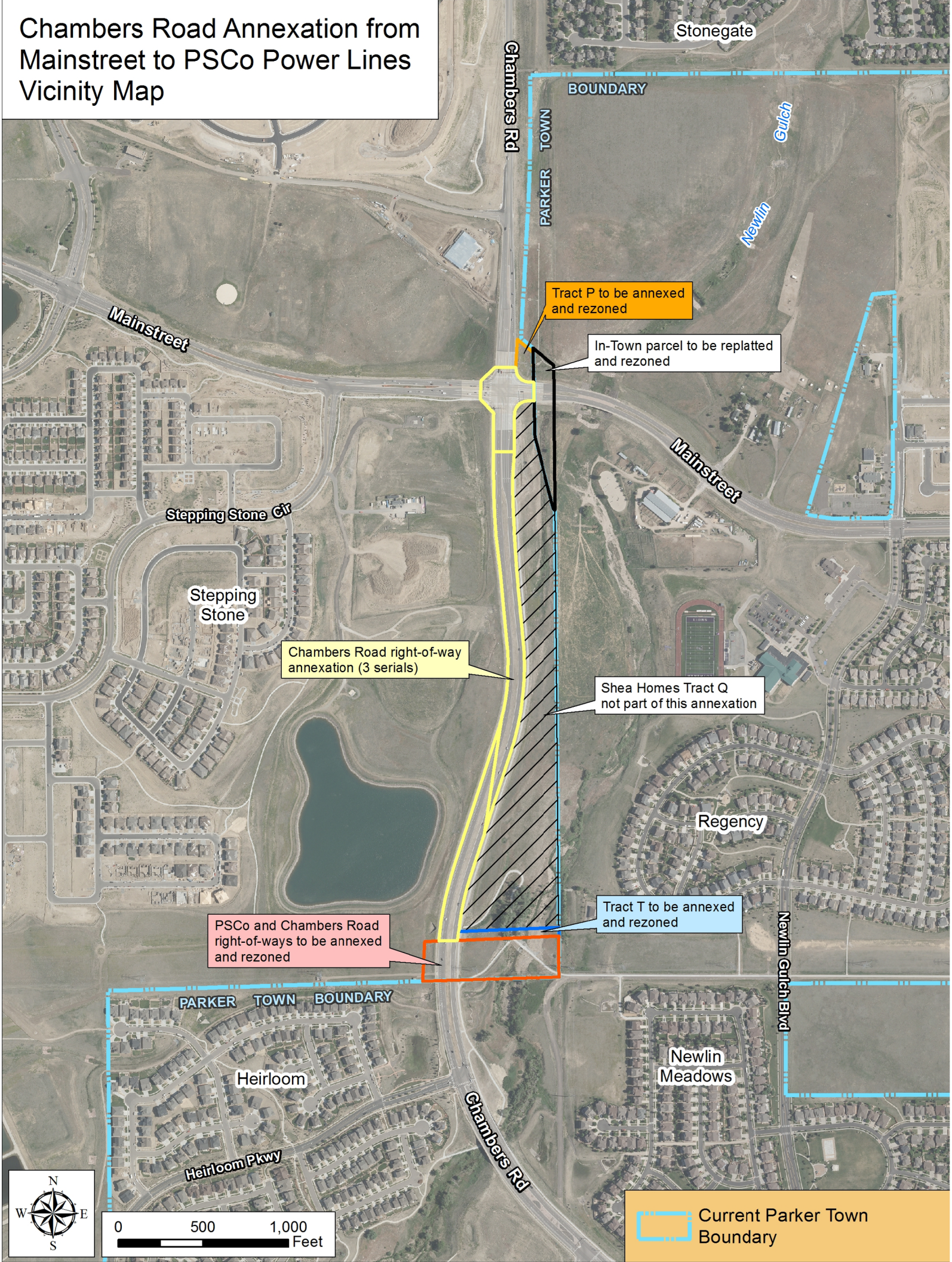
1. Vicinity Map
2. Planning Commission Staff Report

RECOMMENDED MOTION

1. I move to approve Ordinance No. 2.268 on second reading.
2. I move to approve Resolution No. 19-071.
3. I move to approve Ordinance No. 2.269 on second reading.
4. I move to approve Resolution No.19-072.
5. I move to approve Ordinance No. 2.270 on second reading.
6. I move to approve Resolution No.19-073.
7. I move to approve Ordinance No. 2.271 on second reading.
8. I move to approve Resolution No.19-074.
9. I move to approve Ordinance No. 2.272 on second reading.
10. I move to approve Resolution No.19-067.
11. I move to approve Ordinance No. 3.347 on second reading.

12. I move to approve Ordinance No. 3.348 on second reading.
13. I move to approve Ordinance No. 3.349 on second reading.
14. I move to approve Ordinance No. 3.350 on second reading.

Chambers Road Annexation from Mainstreet to PSCo Power Lines Vicinity Map



Planning Commission Staff Report

Planning Commission Date:	**8/8/2019**
Town Council Date:	**8/19/2019**
Hearing Type:	**Public Hearing** **Chambers Road - Zoning** **TRAKiT No(s): Z19-003, Z19-004, Z19-005 and Z19-006**
Location:	**Generally located around the intersection of Chambers Road and Mainstreet**
Project Planner:	**Stacey Nerger, Planner**
Applicant:	**Town of Parker Community Development and Public Works/Engineering Departments**
Executive Summary:	**The applicant, the Town of Parker, is proposing to annex and zone several pieces of property along Chambers Road and Mainstreet as required within the Intergovernmental Agreement (IGA) between the Town of Parker and Douglas County for the construction of Chambers Road south of Mainstreet. In addition, the Town is proposing to zone a property south of Mainstreet that was annexed, but never zoned.** • **Tract P of Meridian International Business Center Planned Development which is located at the northeast corner of Chambers Road and Mainstreet to be zoned Newlin Crossing Planned Development.** • **Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor outside of the Chambers Road ROW to be zoned PF-Public Facility District.** • **Tract D Mainstreet and Chambers East Subdivision located south of Mainstreet on the east side of Chambers Road was annexed as part of the Newlin Crossing Planned Development but not zoned. It is proposed to be zoned OS-Open Space District.** • **A portion of property located north of the PSCo property and outside of the Chambers Road ROW to be zoned OS-Open Space District.**

Staff Recommendation: **Approval**

RECOMMENDED MOTION

1. ***"I move the Planning Commission recommend Town Council approve the Newlin Crossing Planned Development Amendment No. 1 zoning request."***
2. ***"I move the Planning Commission recommend Town Council approve the Public Service Company of Colorado and Chambers ROW zoning request."***
3. ***"I move the Planning Commission recommend Town Council approve the Mainstreet and Chambers East Tract D zoning request."***
4. ***"I move the Planning Commission recommend Town Council approve the Chambers Road No. 1 zoning request."***

ALTERNATIVE MOTIONS

1. *"I move the Planning Commission recommend Town Council approve the Newlin Crossing Planned Development Amendment No. 1 zoning request, subject to the following conditions:"*
   - List proposed conditions
2. *"I move the Planning Commission recommend Town Council approve Public Service Company of Colorado and Chambers ROW zoning request, subject to the following conditions:"*
   - List proposed conditions
3. *"I move the Planning Commission recommend Town Council approve the Mainstreet and Chambers East Tract D zoning request, subject to the following conditions:"*
   - List proposed conditions
4. *"I move the Planning Commission recommend Town Council approve the Chambers Road No. 1 zoning request, subject to the following conditions:"*
   - List proposed conditions

1. *"I move the Planning Commission recommend Town Council deny the Newlin Crossing Planned Development Amendment No. 1 zoning as the request does not meet the following approval criteria:"*
   -List criteria not met (either by staff or Planning Commission)
2. *"I move the Planning Commission recommend Town Council deny the Public Service Company of Colorado and Chambers ROW zoning as the request does not meet the following approval criteria:"*
   -List criteria not met (either by staff or Planning Commission)
3. *"I move the Planning Commission recommend Town Council deny the Mainstreet and Chambers East Tract D zoning as the request does not meet the following approval criteria:"*
   -List criteria not met (either by staff or Planning Commission)
4. *"I move the Planning Commission recommend Town Council deny the Chambers Road No. 1 zoning as the request does not meet the following approval criteria:"*
   -List criteria not met (either by staff or Planning Commission)

1. *"I move the Planning Commission vote to continue the Newlin Crossing Planned Development Amendment No. 1 zoning request to a future date."*

2. *"I move the Planning Commission vote to continue the Public Service Company of Colorado and Chambers ROW zoning request to a future date."*
3. *"I move the Planning Commission vote to continue the Mainstreet and Chambers East Tract D zoning request to a future date."*
4. *"I move the Planning Commission vote to continue the Chambers Road No. 1 zoning request to a future date."*

I. BACKGROUND/DISCUSSION

The Town of Parker and Douglas County entered into an Intergovernmental Agreement (IGA) in August 2015 for cost sharing of the Chambers Road widening from Mainstreet to Hess Road. The Chambers Road widening and related improvements identified in the IGA were completed in 2018. As a requirement of the IGA, the Town agreed to annex the section of Chambers Road located in unincorporated Douglas County from Mainstreet south to the Town boundary at the Heirloom (Parker Homestead) neighborhood.

The annexation and zoning of these properties will align the Town's western boundary with the Planning Area for the Parker 2035 Master Plan, reflect existing Town ownership of the right-of-way (ROW) and ensure the continuity of municipal services. In addition, the Town is proposing to zone several small properties that are being annexed, but are not ROW. The area to be annexed and zoned consists of multiple properties and will require five (5) separate annexations and four (4) separate zonings for the following:

Annexations

- Annexation of Chambers Road ROW south of Mainstreet will consist of three (3) serial annexations.

- Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor extending from the east side of Chambers Road to the current western limit of the Town.

- Town owned Tract P which is the remnant of the Meridian International Business Center Planned Development and is located at the northeast corner of Chambers Road and Mainstreet.

Zonings

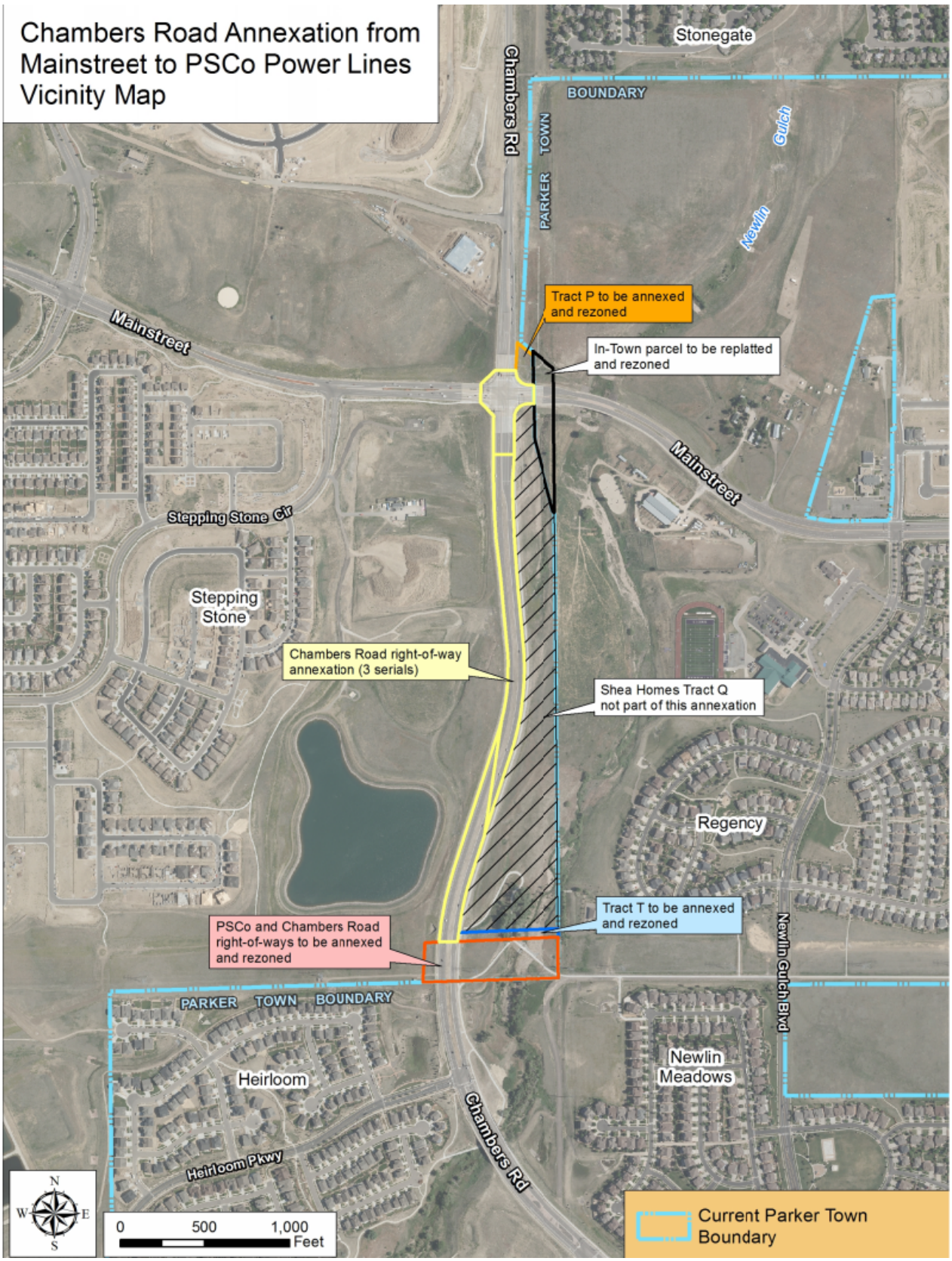
- Tract P of Meridian International Business Center will be zoned Newlin Crossing Planned Development and included as part of the commercial land area.

- Tract D of the Mainstreet and Chambers East Subdivision Filing No. 1 located south of Mainstreet on the east side of Chambers Road was annexed as part of the Newlin Crossing Annexation, but was never zoned. This property is proposed to be zoned Open Space as part of this application.

- Public Service Company of Colorado (PSCo) property consisting of a portion of the PSCo/Xcel utility corridor outside of the Chambers Road ROW will be zoned Public Facilities.

- A portion of property located north of the PSCo property and outside of the Chambers Road ROW (currently proposed to be annexed as part of Chambers Road Annexation No. 1) is proposed to be zoned Open Space.

Vicinity Map



II. PRIOR ACTIONS (Mainstreet and Chambers East Tract D zoning)

Date	Action
June 20, 2016	Tract D Mainstreet and Chambers East Subdivision Filing No. 1 was annexed as part of the Newlin Crossing Property Annexation. The portion of the property located north of Mainstreet was zoned Newlin Crossing Planned Development, but the portion located south of Mainstreet was never officially zoned.

PRIOR ACTIONS (All other proposed zonings)

Date	Action
N/A	The annexation and zoning requests are the first actions by the Town related to the subject properties.

III. CURRENT SITE DATA (Newlin Crossing Planned Development)

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Neighborhood Center		
Site Acreage	0.50		
Subdivision	Meridian International Business Center		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Neighborhood Center	PD - Planned Development	Vacant /Newlin Crossing Development
South	Neighborhood Center	Douglas County Zoning	Vacant
East	Neighborhood Center	PD - Planned Development	Vacant /Newlin Crossing Development
West	Douglas County	Douglas County Zoning	Meridian International Business Center PD - Residential

IV. CURRENT SITE DATA (Mainstreet and Chambers East Tract D zoning)

Existing Zoning	Not Currently zoned		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Neighborhood Center		
Site Acreage	1.133 acres		
Subdivision	N/A		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**

North	Neighborhood Center	PD - Planned Development	Vacant / Newlin Crossing Development
South	Neighborhood Center	Douglas County Zoning	Vacant
East	Neighborhood Center	PD - Planned Development	Vacant
West	Neighborhood Center	Douglas County Zoning	Vacant

V. CURRENT SITE DATA (Public Service Company Property)

Existing Zoning	Douglas County Agricultural-1		
Overlay District	N/A		
PD & Plan Area	N/A		
Master Plan Area	Low Density Residential		
Site Acreage	4.207 acres		
Subdivision	N/A		
Existing Use	Public Service Transmission Lines and East West Trail		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Low Density Residential	Douglas County Zoning	Vacant/ East West Trail connection
South	Low Density Residential	PD - Planned Development	Open Space/ trail connections for the Parker Homestead Development
East	Low Density Residential	Public Facilities District	Public Service Transmission Lines
West	Douglas County	Douglas County Zoning	Public Service Transmission Lines

VI. CURRENT SITE DATA (Chambers Road No. 1)

Existing Zoning	Douglas County PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Douglas County Zoning		
Master Plan Area	Low Density Residential		
Site Acreage	0.68 acre		
Subdivision	Meridian International Business Center		
Existing Use	East West Trail connection		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Low Density Residential	Douglas County Zoning	Vacant/Open Space
South	Low Density Residential	Douglas County Zoning	Public Service Transmission Lines
East	Low Density Residential	PD - Planned Development	Parker Water – well / Residential
West	Douglas County	PD - Planned	Vacant/Open Space

		Development	

VII. PARKER 2035 MASTER PLAN (Newlin Crossing and Mainstreet and Chambers East Tract D zoning)

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Community Center ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Neighborhood Centers:** Serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Neighborhood Center should range from a combined 50,000 to 250,000 square feet. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development and when the design encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E
Staff Analysis	This property is located within a Neighborhood Center whose intent is to provide commercial uses which focus on retail, services, small offices, recreational uses and restaurants. The requested zoning is consistent with the specific Goals/ Strategies of the Master Plan for the following reasons: it will help ensure adequate opportunities for expansion of the Town's economic base. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

PARKER 2035 MASTER PLAN (All others)

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Low Density Residential ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Low Density Residential:** Consists of an overall gross density of 2.2 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.E
Staff Analysis	The subject properties are located within the Low Density Residential corridor as designated by the Parker 2035 Master Plan. This area is intended for single-family development, parks and open space. The requested zoning for Open Space and Public Facilities will support the existing uses on the property. Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.

VIII. LAND DEVELOPMENT ORDINANCE (Newlin Crossing PD)

DEVELOPMENT POTENTIAL (Rezonings)			
Provisions	**As recommended by the Master Plan**	**Proposed**	**Analysis**
Units Per Acre	None	None	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Commercial	Commercial uses including office, retail, service and restaurant.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	60 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan for the allowed uses and the requested height maximum for buildings. Based on this analysis, staff has determined that the request is		

Comment [MB1]: Tract D is also in the Neighborhood Center, think about how to articulate for this section.

	consistent with the potential for development as recommended by the Parker 2035 Master Plan.

LAND DEVELOPMENT ORDINANCE (Tract D)

DEVELOPMENT POTENTIAL (Rezonings)			
Provisions	**As recommended by the Master Plan**	**Proposed**	**Analysis**
Units Per Acre	None	None	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Commercial	Open Space	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	35 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.		

LAND DEVELOPMENT ORDINANCE (All others)

DEVELOPMENT POTENTIAL (Rezonings)			
Provisions	**As recommended by the Master Plan**	**Proposed**	**Analysis**
Units Per Acre	Up to 2.2 dwelling units per net acre	None	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Single-family residential	Open Space and Public Facilities for the Public Service Company power lines.	☒ Consistent ☐ Inconsistent ☐ No Change
Height/Stories	None	35 feet for Open Space and determined at time of Site Plan for Public Facility Zoning.	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	As detailed in the analysis above, the requested zoning is consistent with the Town's Master Plan.		

	The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.

IX. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. **A need exists for the proposal.**
   A need exists for the annexation and zoning of the subject properties, for the reasons that it will (1) allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; (2) satisfies the requirements within the Town and Douglas County IGA for the annexation of this portion of Chambers Road; and (3) promotes orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

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

2. **The particular parcel of ground is indeed the correct site for the proposed development.**
   Newlin Crossing PD
   This property is a remnant half-acre parcel that was owned by the property owner to the south and west. It has been anticipated that this parcel would be given to the Town by the property owner and then negotiated into the development of the Newlin Crossing Planned Development. The property is located within a Neighborhood Center designation of the Master Plan and surrounded on the north by approximately 12 acres of commercial land.

   For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town, the subject property is indeed the correct site for annexation and zoning.

   All other properties
   These properties were required to be annexed and zoned as a part of the IGA between the Town and Douglas County for the construction of Chambers Road. In addition, the annexation and zoning will help clean up the Town's boundary. The Town has been working for several years to clean up the Town's boundaries. The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's Planning Area.

   For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town, the subject property is indeed the correct site for annexation and zoning.

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

3. **There has been an error in the original zoning; or**
   N/A

4. **There have been significant changes in the area to warrant a zone change.**
   Newlin Crossing PD
   The property is located within a Neighborhood Center designation of the Master Plan and surrounded on the north by approximately 12 acres of commercial land. The property on the west and southwest have been developed within Douglas County for limited commercial and residential uses. The remnant half-acre is directly adjacent to commercial land within the Newlin Crossing Planned Development and would be best developed as a whole commercial development.

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

   Tract D
   This property was annexed as part of the Newlin Crossing Planned Development, but was never zoned south of Mainstreet. This tract of land is within the Neighborhood Center designation of the Master Plan, but is located within an area that will make it hard for development. Open space is a compatible use within the Neighborhood Center and will fit with the proposed development of open space on the property located to the west.

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

   All other properties
   These properties were required to be annexed and zoned as a part of the IGA between the Town and Douglas County for the construction of Chambers Road. In addition, the annexation and zoning will help clean up the Town's boundary. The Town has been working for several years to clean up the Town's boundaries. The subject property is contiguous with the Town and is described in the Parker 2035 General Land Use Plan as being located within the Town's Planning Area.

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

5. **Adequate circulation exists and traffic movement would not be impeded by development; and**
   Roadway infrastructure exists around these properties which meet the intended use of each property. No additional improvements are anticipated with the property's zoning. If any of the properties develop in the future, additional access and circulation will be required.

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

6. **Additional municipal service costs will not be incurred which the Town is not prepared to meet.**
   The Town does not anticipate significant additional municipal service costs with the proposed zoning.

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

7. **There are minimal environmental impacts or impacts can be mitigated.**
   No new development is proposed as part of the zoning. Therefore, no addition environmental impacts are anticipated at this time. Any future development will be required to meet all environmental criteria set forth in the Land Development Ordinance.

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

8. **The proposal is consistent with the Town Master Plan, maps, goals, and policies.**
   As detailed in Section VII of this staff report, the proposed zoning for each property is consistent with the objectives identified within the Town's 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.**
   The properties are located within existing water and sewer districts and infrastructure exists serving adjoining properties. If developed in the future, the property will be able to receive adequate services.

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

X. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Aztec Consultants	No Comment
Douglas Country Planning	No Comment
Douglas County Public Works	The western boundary of the Newlin Crossing parcel is not in line with the Right-of-Way - This was done on purpose based on an Exemption Plat the Town is processing concurrently. A portion of the west boundary will be dedicated as additional right-of-way for Chambers Road. No Comment (All others)
Douglas County Assessor's Office	No Comment
Xcel	Public Service Company has no objection to the proposed annexation and zoning, contingent upon their ability to maintain all existing rights.
IREA	No Comment
CenturyLink	No Comment
Comcast	No Comment
Parker Water and Sanitation District	Approved (All zonings other than Newlin Crossing PD, Newlin Crossing PD is located within Stonegate Village Metro District for water and sewer)
Stonegate Village Metro District	No Comment (Newlin Crossing PD)

XI. CONCLUSION

The Town of Parker and Douglas County entered into an IGA regarding the cost sharing of Chambers Road widening from Mainstreet to Hess Road. The Chambers Road widening and related improvements identified in the IGA were completed in 2018. As part of that IGA, the Town agreed to annex the section of Chambers Road located in unincorporated Douglas County from Mainstreet south to the Town boundary at the Heirloom (Parker Homestead) neighborhood. The proposed zonings will clean up and provide zonings to the portion of the annexation area outside of the right-of-way. These zoning requests have been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that Planning Commission recommends approval of the request.

XII. RECOMMENDED CONDITIONS

None

XIII. ATTACHMENTS

1. Ordinance No. 3.347
2. Ordinance No. 3.348
3. Ordinance No. 3.349
4. Ordinance No. 3.350
5. Rezoning Maps

Comment [NS2]: I have the final versions so I will just remove Draft and will use the actual Ordinances.

6. Referral Agency Comments

<u>Report Approved By</u>: Bryce Matthews, Planning Manager

<u>Through</u>: Jason Rogers, Deputy Community Development Director

ORDINANCE NO. 2.268, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD AND MAINSTREET TRACT P PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, the Real Property is owned entirely by the Town and is not solely a public street or right-of-way;

WHEREAS, pursuant to C.R.S. § 31-12-106(3), the Town may, by ordinance, annex the Real Property without notice and hearing as provided in C.R.S. § 31-12-108 and C.R.S. § 31-12-109; and

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

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

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

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

Section 3. Zoning of the Real Property shall be completed simultaneously with the annexation of the Real Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

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

Section 5. Considering all of the foregoing, and based on the conviction that annexation of the Real Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Real Property, the Real Property is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 201_.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT P, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7. RECORDED AT RECEPTION NO. 2005057700 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO.

RESOLUTION NO. 19-071, Series of 2019

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE CHAMBERS ROAD AND PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Chambers Road and Public Service Company of Colorado Right-of-Way property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

Legal Description for Chambers Road and Public Service Company of Colorado Right-of-Way Property

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL AS DESCRIBED IN BOOK 154 AT PAGE 240 AND IN BOOK 157 AT PAGE 487 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, SOUTH 88°12'28" WEST, A DISTANCE OF 784.27 FEET TO THE WESTERLY BOUNDARY OF A ROADWAY EASEMENT AS DESCRIBED AT RECEPTION NO. 2009013410 IN SAID RECORDS;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE SAID WESTERLY BOUNDARY, NORTH 02°31'00" EAST, A DISTANCE OF 231.88 FEET TO THE NORTHERLY BOUNDARY OF THAT SAID CERTAIN PARCEL OF LAND;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 87°33'37" EAST, A DISTANCE OF 772.03 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°33'58" EAST, A DISTANCE OF 240.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.207 ACRES, (183,264 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.269, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD AND PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, on July 8, 2019, the Town Council approved Resolution No. 19-045, Series of 2019, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the Real Property to be annexed into the Town as provided by state law;

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

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

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

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

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

Section 3. Zoning of the Real Property shall be completed simultaneously with the annexation of the Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

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

Section 5. Considering all of the foregoing, and based on the conviction that annexation of the Real Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Real Property, the Real Property is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description for Chambers Road and Public Service Company of Colorado Right-of-Way Property

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL AS DESCRIBED IN BOOK 154 AT PAGE 240 AND IN BOOK 157 AT PAGE 487 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, SOUTH 88°12'28" WEST, A DISTANCE OF 784.27 FEET TO THE WESTERLY BOUNDARY OF A ROADWAY EASEMENT AS DESCRIBED AT RECEPTION NO. 2009013410 IN SAID RECORDS;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE SAID WESTERLY BOUNDARY, NORTH 02°31'00" EAST, A DISTANCE OF 231.88 FEET TO THE NORTHERLY BOUNDARY OF THAT SAID CERTAIN PARCEL OF LAND;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 87°33'37" EAST, A DISTANCE OF 772.03 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°33'58" EAST, A DISTANCE OF 240.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.207 ACRES, (183,264 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-072, Series of 2019

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE CHAMBERS ROAD NO. 1 PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Chambers Road and Public Service Company of Colorado Right-of-Way property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

Legal Description

TRACT T, AND A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT T;

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACTS T AND W, SOUTH 87°36'26" WEST, A DISTANCE OF 705.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°44'50" EAST;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT W, THE FOLLOWING THREE (3) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°26'12", AN ARC LENGTH OF 447.14 FEET;

2. NORTH 17°50'55" EAST, A DISTANCE OF 807.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1543.61 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°30'17" WEST;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'24", AN ARC LENGTH OF 214.81 FEET TO A POINT OF CUSP;

THENCE DEPARTING SAID WESTERLY BOUNDARY SOUTH 09°33'52" WEST, A DISTANCE OF 839.00 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES;

1. SOUTH 17°58'13" WEST, A DISTANCE OF 181.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1952.00 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°48'23", AN ARC LENGTH OF 368.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT T;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TRACT T THE FOLLOWING TWO (2) COURSES;

1. NORTH 87°36'26" EAST, A DISTANCE OF 590.36 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

2. ALONG SAID EAST LINE, SOUTH 00°31'09" EAST, A DISTANCE OF 50.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3.149 ACRES, (137,179 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.270, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD NO. 1 PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, on July 8, 2019, the Town Council approved Resolution No. 19-042, Series of 2019, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the Real Property to be annexed into the Town as provided by state law;

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

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

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

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

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

Section 3. Zoning of the Real Property shall be completed simultaneously with the annexation of the Real Property, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker.

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

Section 5. Considering all of the foregoing, and based on the conviction that annexation of the Real Property to the Town of Parker will serve the best interests of the Town of Parker and the owner(s) of the Real Property, the Real Property is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 201_.

_____
Mike Waid, Mayor

ATTEST:

_____

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT T, AND A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT T;

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., ASSUMED TO BEAR NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACTS T AND W, SOUTH 87°36'26" WEST, A DISTANCE OF 705.50 FEET TO THE SOUTHWEST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 84°44'50" EAST;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID TRACT W, THE FOLLOWING THREE (3) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°26'12", AN ARC LENGTH OF 447.14 FEET;

2. NORTH 17°50'55" EAST, A DISTANCE OF 807.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1543.61 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 71°30'17" WEST;

3. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°58'24", AN ARC LENGTH OF 214.81 FEET TO A POINT OF CUSP;

THENCE DEPARTING SAID WESTERLY BOUNDARY SOUTH 09°33'52" WEST, A DISTANCE OF 839.00 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING TWO (2) COURSES;

1. SOUTH 17°58'13" WEST, A DISTANCE OF 181.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1952.00 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°48'23", AN ARC LENGTH OF 368.16 FEET TO THE NORTHWEST CORNER OF SAID TRACT T;

THENCE ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF SAID TRACT T THE FOLLOWING TWO (2) COURSES;

1. NORTH 87°36'26" EAST, A DISTANCE OF 590.36 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

2. ALONG SAID EAST LINE, SOUTH 00°31'09" EAST, A DISTANCE OF 50.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 3.149 ACRES, (137,179 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-073, Series of 2019

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE CHAMBERS ROAD NO. 2 PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Chambers Road and Public Service Company of Colorado Right-of-Way property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

Legal Description

A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8916.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°01'08" EAST AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W THE FOLLOWING FIVE (5) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'32", AN ARC LENGTH OF 162.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8952.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°41'58" EAST;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'14", AN ARC LENGTH OF 620.36 FEET;

3. SOUTH 05°16'16" EAST, A DISTANCE OF 305.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1648.00 FEET;

4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'29", AN ARC LENGTH OF 668.49 FEET;

5. SOUTH 17°58'13" WEST, A DISTANCE OF 543.63 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 09°33'52" EAST, A DISTANCE OF 839.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1552.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°39'45" WEST;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'31", AN ARC LENGTH OF 341.54 FEET;

2. NORTH 05°16'16" WEST, A DISTANCE OF 204.06 FEET;

3. NORTH 05°08'46" WEST, A DISTANCE OF 187.75 FEET;

4. NORTH 07°05'41" WEST, A DISTANCE OF 223.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°41'15" EAST;

5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'55", AN ARC LENGTH OF 482.05 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°46'42" EAST, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.499 ACRES, (195,988 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.271, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD NO. 2 PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, on July 8, 2019, the Town Council approved Resolution No. 19-043, Series of 2019, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the Real Property to be annexed into the Town as provided by state law;

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

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

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

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

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

Section 3. No simultaneous zoning of the Real Property is required, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the Real Property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, the Real Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of the Real Property to the Town of Parker will serve the best interests of the Town of

Parker and the owner(s) of the Real Property, the Real Property is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

A PORTION OF TRACT W, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8916.26 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°01'08" EAST AND THE **POINT OF BEGINNING**;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W THE FOLLOWING FIVE (5) COURSES;

1. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°02'32", AN ARC LENGTH OF 162.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8952.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 88°41'58" EAST;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°58'14", AN ARC LENGTH OF 620.36 FEET;

3. SOUTH 05°16'16" EAST, A DISTANCE OF 305.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1648.00 FEET;

4. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°14'29", AN ARC LENGTH OF 668.49 FEET;

5. SOUTH 17°58'13" WEST, A DISTANCE OF 543.63 FEET;

THENCE DEPARTING SAID EASTERLY BOUNDARY, NORTH 09°33'52" EAST, A DISTANCE OF 839.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1552.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 82°39'45" WEST;

THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FIVE (5) COURSES;

1. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°36'31", AN ARC LENGTH OF 341.54 FEET;

2. NORTH 05°16'16" WEST, A DISTANCE OF 204.06 FEET;

3. NORTH 05°08'46" WEST, A DISTANCE OF 187.75 FEET;

4. NORTH 07°05'41" WEST, A DISTANCE OF 223.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 86°41'15" EAST;

5. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°02'55", AN ARC LENGTH OF 482.05 FEET;

THENCE DEPARTING SAID WESTERLY BOUNDARY, NORTH 89°46'42" EAST, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.499 ACRES, (195,988 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. 19-074, Series of 2019

TITLE: A RESOLUTION TO SET FORTH TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS AS TO THE ELIGIBILITY OF THE CHAMBERS ROAD NO. 3 PROPERTY FOR ANNEXATION INTO THE TOWN OF PARKER

WHEREAS, an annexation petition was filed with the Town Clerk requesting the annexation of certain unincorporated territory located in the County of Douglas and State of Colorado, otherwise known as the Chambers Road and Public Service Company of Colorado Right-of-Way property, and hereafter described in **Exhibit 1** attached hereto and made a part hereof (the "Property");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT 1

Legal Description

A PORTION OF TRACT W AND CHAMBERS ROAD AND EAST MAINSTREET, AS SHOWN ON AND DEDICATED BY, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 00°31'09" EAST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W AND THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°46'42" WEST, A DISTANCE OF 120.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°26'32" EAST;

THENCE ALONG SAID WESTERLY BOUNDARY NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'27", AN ARC LENGTH OF 246.27 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES;

1. NORTH 43°18'10" WEST, A DISTANCE OF 114.44 FEET;
2. NORTH 02°12'50" EAST, A DISTANCE OF 109.00 FEET;
3. NORTH 47°35'48" EAST, A DISTANCE OF 114.25 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°15'24" EAST, A DISTANCE OF 120.09 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°54'01" EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'56", AN ARC LENGTH OF 129.44 FEET;

2. SOUTH 87°53'57" EAST, A DISTANCE OF 26.20 FEET;

3. SOUTH 01°14'39" EAST, A DISTANCE OF 109.19 FEET;

4. NORTH 87°53'37" WEST, A DISTANCE OF 32.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.50 FEET;

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°50'12", AN ARC LENGTH OF 129.21 FEET TO THE NORTHEAST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8940.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88°43'35" EAST;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'56", AN ARC LENGTH OF 239.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.115 ACRES, (92,145 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 2.272, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING THE ANNEXATION OF CONTIGUOUS UNINCORPORATED TERRITORY KNOWN AS THE CHAMBERS ROAD NO. 3 PROPERTY IN DOUGLAS COUNTY

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

WHEREAS, on July 8, 2019, the Town Council approved Resolution No. 19-044, Series of 2019, determining that the Annexation Petition substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the Real Property to be annexed into the Town as provided by state law;

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

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

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

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

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

Section 3. No simultaneous zoning of the Real Property is required, pursuant to Section 15.9 of the Home Rule Charter for the Town of Parker because the Real Property consists solely of right-of-way.

Section 4. Upon the effective date of this Annexation Ordinance, the Real Property shall become subject to the Municipal Laws of the State of Colorado pertaining to cities and to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 5. Considering all of the foregoing, and based on the conviction that annexation of the Real Property to the Town of Parker will serve the best interests of the Town of

Parker and the owner(s) of the Real Property, the Real Property is hereby annexed to the Town of Parker, Colorado.

Section 6. The Town Clerk shall file for recording three (3) certified copies of the Annexation Ordinance and three (3) certified copies of the Annexation Map for the Real Property with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 7. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 8. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the immediate health, safety and welfare of the public, and that this Ordinance is necessary for the immediate preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative 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 9. 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 10. This Ordinance shall become effective ten (10) days after final publication.

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

A PORTION OF TRACT W AND CHAMBERS ROAD AND EAST MAINSTREET, AS SHOWN ON AND DEDICATED BY, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS SOUTH 00°31'09" EAST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE NORTH 27°55'59" WEST, A DISTANCE OF 524.63 FEET TO THE EASTERLY BOUNDARY OF SAID TRACT W AND THE **POINT OF BEGINNING**.

THENCE DEPARTING SAID EASTERLY BOUNDARY, SOUTH 89°46'42" WEST, A DISTANCE OF 120.00 FEET TO THE WESTERLY BOUNDARY OF SAID TRACT W, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 9060.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 89°26'32" EAST;

THENCE ALONG SAID WESTERLY BOUNDARY NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°33'27", AN ARC LENGTH OF 246.27 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES;

1. NORTH 43°18'10" WEST, A DISTANCE OF 114.44 FEET;
2. NORTH 02°12'50" EAST, A DISTANCE OF 109.00 FEET;
3. NORTH 47°35'48" EAST, A DISTANCE OF 114.25 FEET;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, SOUTH 89°15'24" EAST, A DISTANCE OF 120.09 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID CHAMBERS ROAD, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.50 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 86°54'01" EAST;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'56", AN ARC LENGTH OF 129.44 FEET;

2. SOUTH 87°53'57" EAST, A DISTANCE OF 26.20 FEET;

3. SOUTH 01°14'39" EAST, A DISTANCE OF 109.19 FEET;

4. NORTH 87°53'37" WEST, A DISTANCE OF 32.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.50 FEET;

5. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°50'12", AN ARC LENGTH OF 129.21 FEET TO THE NORTHEAST CORNER OF SAID TRACT W AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 8940.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 88°43'35" EAST;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT W, SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°31'56", AN ARC LENGTH OF 239.07 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 2.115 ACRES, (92,145 SQUARE FEET), MORE OR LESS.

RESOLUTION NO. __19-067__, Series of 2019

TITLE: A RESOLUTION TO EXEMPT CERTAIN REAL PROPERTY COMMONLY KNOWN AS MAINSTREET AND CHAMBERS EAST SUBDIVISION FILING NO. 1 FROM THE DEFINITION OF SUBDIVISION AND SUBDIVIDED LAND AS CONTAINED IN THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE

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

WHEREAS, the Town owns certain real properties located within the Town commonly known as Mainstreet and Chambers East Subdivision Filing No. 1 (the "Property");

WHEREAS, the Town desires to consolidate and reconfigure the Property into four (4) parcels consisting of right-of-way, open space and two (2) parcels to be included as part of the Newlin Crossing Planned Development, as more particularly described in **Exhibit A**, which is attached hereto and incorporated by this reference.

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

Section 1. The Town Council hereby exempts the Property as described in Exhibit A from the definition of the terms "subdivision" and "subdivided land" as contained in the Town of Parker Land Development Ordinance.

Section 2. The Town Council hereby approves the subdivision exemption plat for the Property, which is attached hereto as Exhibit A (the “Subdivision Exemption Plat”).

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

RESOLVED AND PASSED this _____ day of _____, 2019.

TOWN OF PARKER, COLORADO

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

EXHIBIT A

MAINSTREET AND CHAMBERS EAST SUBDIVISION FILING NO. 1

SUBDIVISION EXEMPTION PLAT

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

2.357 ACRES – 4 TRACTS

SHEET 1 OF 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2015033275 AND ALL OF TRACT P, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, A SUBDIVISION PLAT RECORDED AT RECEPTION NUMBER 2005057700 TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICE OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°30'33" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED THERETO;

THENCE ALONG SAID EAST LINE AND THE EASTERLY BOUNDARY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, NORTH 00°30'33" WEST, A DISTANCE OF 156.62 FEET TO THE MOST SOUTHERLY CORNER OF SAID CERTAIN PARCEL OF LAND AND THE POINT OF BEGINNING;

THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, THE FOLLOWING THREE (3) COURSES;

1. NORTH 48°42'39" WEST, A DISTANCE OF 12.52 FEET;
2. NORTH 14°45'38" WEST, A DISTANCE OF 437.35 FEET;
3. NORTH 01°14'38" WEST, A DISTANCE OF 302.45 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

THENCE ALONG THE SOUTHERLY, WESTERLY AND NORTHERLY BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF, OF SAID TRACT P THE FOLLOWING FOUR (4) COURSES;

1. NORTH 87°53'52" WEST, A DISTANCE OF 26.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 81.50 FEET;
2. NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'56", AN ARC LENGTH OF 129.44 FEET;
3. NORTH 03°06'04" EAST, A DISTANCE OF 184.41 FEET;
4. SOUTH 51°09'38" EAST, A DISTANCE OF 275.53 FEET TO SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19;

THENCE ALONG SAID EAST LINE, SOUTH 00°30'33" EAST, A DISTANCE OF 831.74 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.357 ACRES, (102,656 SQUARE FEET), MORE OR LESS.

DEDICATION STATEMENT

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

ACKNOWLEDGEMENT

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

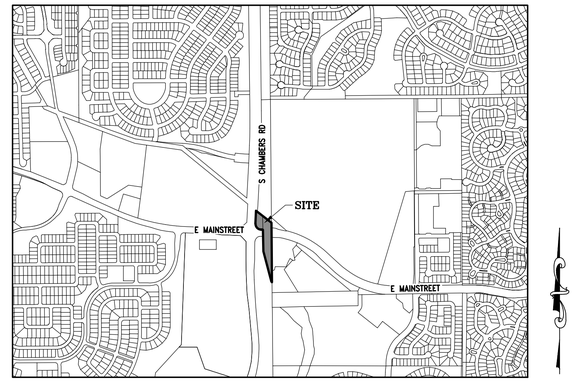
TOWN OF PARKER

_____

MAYOR, TOWN OF PARKER

ATTEST: _____

TOWN CLERK



VICINITY MAP
SCALE: 1" = 1000'

TOWN COUNCIL CERTIFICATE

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

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

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

_____

MAYOR, TOWN OF PARKER

ATTEST: _____

TOWN CLERK

GENERAL NOTES

1. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0018961-010-TO2-ES AN EFFECTIVE DATE OF AUGUST 14, 2018 AT 8:00 A.M. AND COMMITMENT NO. N0020412-010-TO2-ES AN EFFECTIVE DATE OF DECEMBER 10, 2018 AT 8:00 A.M. WAS RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES. THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY AZTEC CONSULTANTS INC. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF PUBLIC RECORD.
2. THE BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON, AND BEARING NORTH 00°30'33" WEST, GRID BEARINGS, COLORADO COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (2011).
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR DOUGLAS COUNTY, COLORADO AND INCORPORATED AREAS, PANEL 64 OF 495, MAP NUMBER 08035C0064G, EFFECTIVE DATE MARCH 16, 2016, THIS PARCEL IS LOCATED WITHIN "OTHER AREAS, ZONE X", DESCRIBED IN THE LEGENDS OF ABOVE MENTIONED MAPS AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND WITHIN SPECIAL FLOOD HAZARD AREAS, SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE AE.
4. DISTANCES ON THIS PLAT ARE GROUND DISTANCES EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.
5. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT(S) OR LAND BOUNDARY MONUMENT(S), OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508 CRS.
6. NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 6.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.
7. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

TITLE VERIFICATION

I/WE, HERITAGE TITLE COMPANY, DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS SHOWN IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. N0018961-010-TO2-ES AN EFFECTIVE DATE OF AUGUST 14, 2018 AT 8:00 A.M. AND COMMITMENT NO. N0020412-010-TO2-ES AN EFFECTIVE DATE OF DECEMBER 10, 2018 AT 8:00 A.M.

BY: _____

TITLE: _____

DATE: _____

STATE OF COLORADO)
)SS
COUNTY OF _____)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____,

AS _____, OF _____,

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

_____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATE

I, GERALD E. BOYSEN, JR., A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF MAINSTREET AND CHAMBERS EAST SUBDIVISION FILING NO. 1 EXEMPTION PLAT WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE ____ DAY OF _____, 20__, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID EXEMPTION PLAT AND THE SURVEY THEREOF.

GERALD E. BOYSEN, JR., PLS NO. 32428
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
)SS
COUNTY OF DOUGLAS)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2019, A.D.,

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

_____

DOUGLAS COUNTY CLERK AND RECORDER

DRAWN BY: CWB

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

AzTec Proj. No.: 24918-24

APPLICANT

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

DATE OF PREPARATION:	12/07/2018
SCALE:	N/A

SHEET 1 OF 2

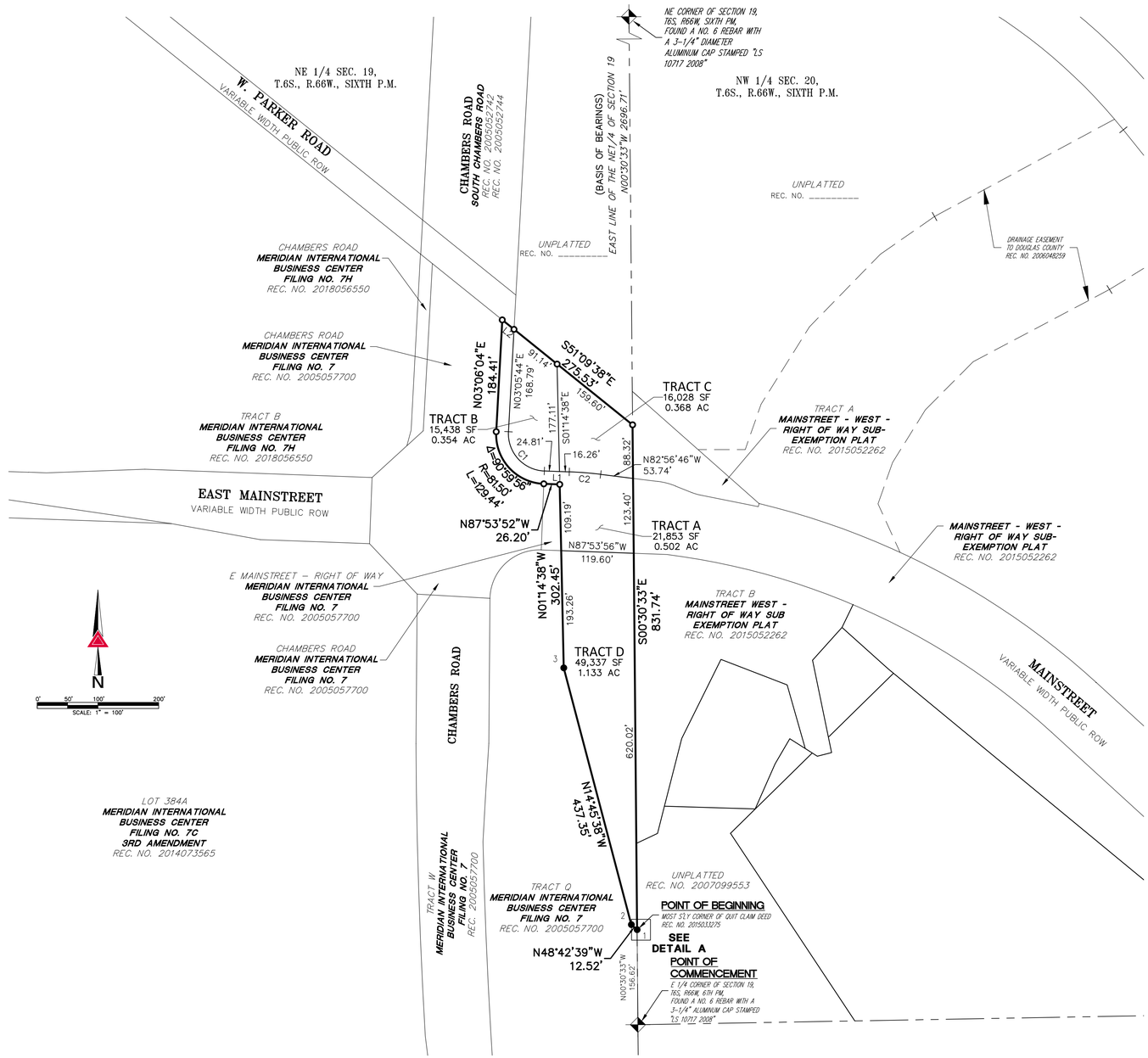
MAINSTREET AND CHAMBERS EAST SUBDIVISION FILING NO. 1

SUBDIVISION EXEMPTION PLAT

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

2.357 ACRES – 4 TRACTS

SHEET 2 OF 2



LINE TABLE		
LINE	BEARING	LENGTH
L1	N87°53'52"W	41.07'
L2	S51°09'38"E	24.79'

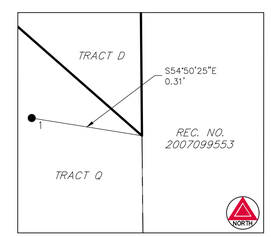
CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°59'36"	61.50'	97.67'
C2	4°57'06"	600.00'	51.85'

MONUMENT SYMBOL LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 32428"
- 1 FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COG PLS 5447" .3' DOWN
- 2 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 25645 AZTEC" .1' DOWN
- 3 FOUND NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "PLS 25645 AZTEC" FLUSH WITH GROUND

ROW RIGHT-OF-WAY

TRACT SUMMARY TABLE			
TRACT	AREA (SQ.FT)	AREA (AC ±)	PROPOSED USE
TRACT A	21,853	0.502	PUBLIC RIGHT-OF-WAY
TRACT B	15,438	0.354	FUTURE DEVELOPMENT/DEDICATION
TRACT C	16,028	0.368	FUTURE DEVELOPMENT/DEDICATION
TRACT D	49,337	1.133	OPEN SPACE



DETAIL A (NOT TO SCALE)

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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

AzTec Proj. No.: 24918-24

APPLICANT

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

DATE OF PREPARATION:	12/07/2018
SCALE:	1" = 100'
SHEET 2 OF 2	

ORDINANCE NO. 3.347, Series of 2019

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE CHAMBERS ROAD AND MAINSTREET TRACT P PROPERTY TO PD-PLANNED DEVELOPMENT DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Findings of Fact.

a. The real property described in **Exhibit 1** (the "Real Property"), which is attached hereto and incorporated by this reference, is owned entirely by the Town and is not solely a public street or right-of-way.

b. Pursuant to C.R.S. § 31-12-106(3), the Town may, by ordinance, annex the Real Property without notice and hearing as provided in C.R.S. § 31-12-108 and C.R.S. § 31-12-109.

c. 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.

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

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

f. The requirements contained in Section 13.04.2409(f) of the Parker Land Development Code are satisfied for zoning the Real Property as PD-Planned Development District, as described in the Parker Land Development Code.

Section 2. The Real Property is hereby zoned PD-Planned Development District as provided in the Newlin Crossing Development Guide and Newlin Crossing Planned Development - First Amendment Development Plan, which are attached hereto as **Exhibit 2** and incorporated by this reference. The uses permitted for the Real Property are specifically described in the attached Development Guide and Development Plan.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT P, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7. RECORDED AT RECEPTION NO. 2005057700 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO.

EXHIBIT 2

Development Guide and Development Plan

NEWLIN CROSSING PLANNED DEVELOPMENT - FIRST AMENDMENT

Development Plan

A Portion of the NW 1/4 of Section 20 and in the NE 1/4 of Section 19, Township 6 South, Range 66 West of the 6th Principle Meridian, Town of Parker, County of Douglas, State of Colorado

LEGAL DESCRIPTION

PARCEL 1

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE NORTH 00°30'38" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,108,439 SQUARE FEET OR **94.317** ACRES MORE OR LESS.

PARCEL 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;
THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1796.69 FEET;
THENCE NORTH 85°56'47" WEST, A DISTANCE OF 49.52 FEET;
THENCE NORTH 85°31'26" WEST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 87°22'52" WEST, A DISTANCE OF 20.43 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (2) COURSES:

1. NORTH 01°14'43" WEST, A DISTANCE OF 181.89 FEET;
2. NORTH 51°09'42" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES:

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.
TRACT OF LAND CONTAINS 265,479 SQUARE FEET OR **6.095 ACRES** MORE OR LESS.

TRACT A - TOWN OF PARKER

TRACT "A", MAINSTREET - WEST - RIGHT-OF-WAY SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NUMBER 2015052262 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

TRACT OF LAND CONTAINS 15,335 SQUARE FEET OR **0.352 ACRES** MORE OR LESS.

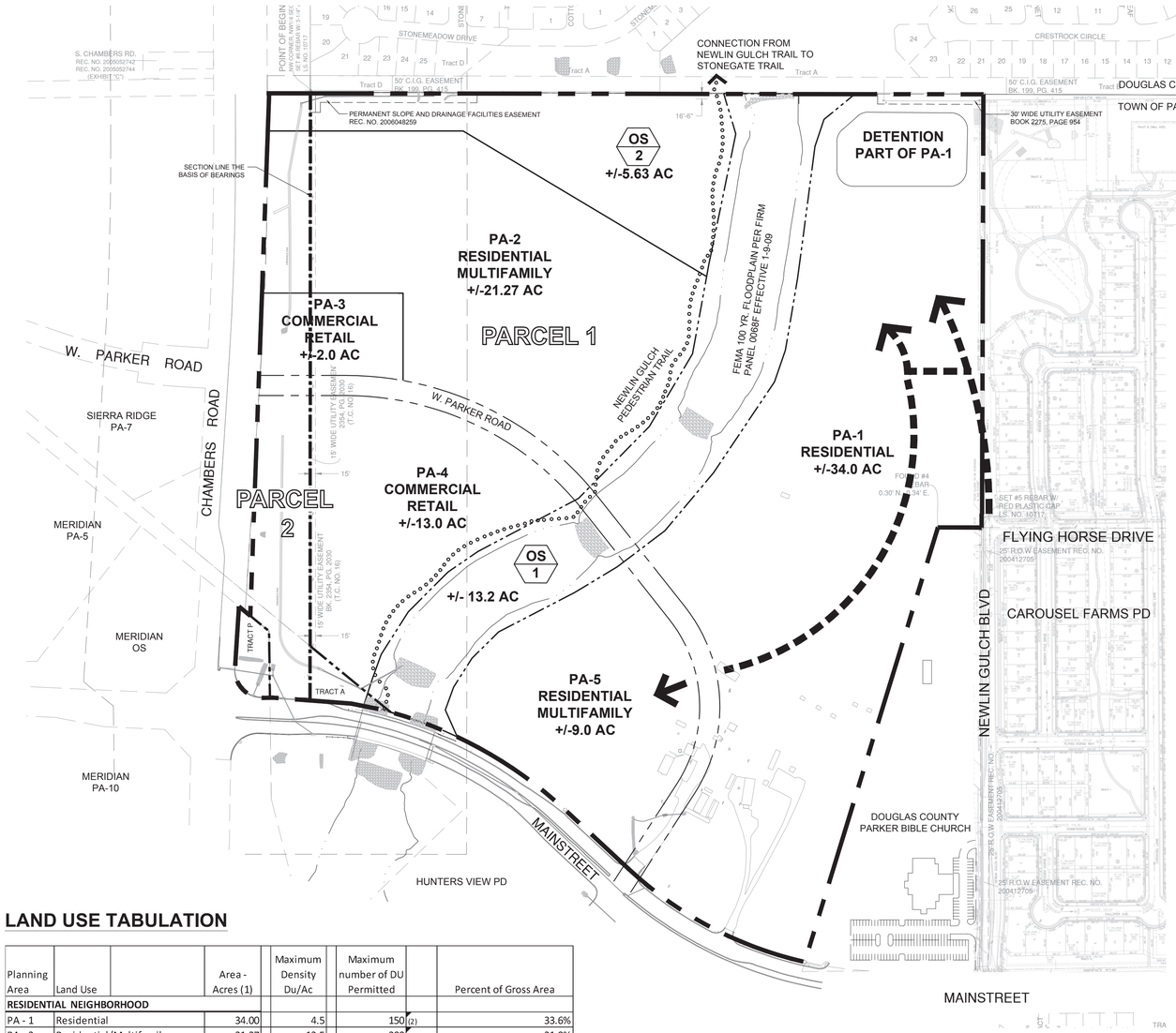
TRACT P - TOWN OF PARKER

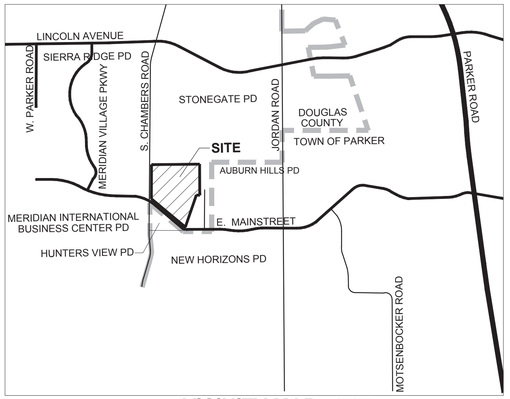
TRACT P, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7. RECORDED AT RECEPTION NO. 2005057700 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., DOUGLAS COUNTY, STATE OF COLORADO.

TRACT OF LAND CONTAINS 21,896 SQUARE FEET OR **0.503 ACRES** MORE OR LESS.

NOTES:

1. DEVELOPMENT OF PA-1 WILL INCLUDE A LOCAL STREET CONNECTION TO CAROUSEL FARMS. THE ALIGNMENT AND CONNECTION TO CAROUSEL FARMS TO BE DETERMINED WITH THE FINAL PLAT FOR PA-1.
2. WEST PARKER ROAD WILL BE A 60' RESIDENTIAL COLLECTOR RIGHT-OF-WAY.
3. ZONING IS TO THE CENTERLINE OF THE ADJACENT INTERNAL STREETS.





VICINITY MAP
SCALE: 1" = 3000'

LAND USE TABULATION

Planning Area	Land Use		Area - Acres (1)	Maximum Density Du/Ac	Maximum number of DU Permitted		Percent of Gross Area
RESIDENTIAL NEIGHBORHOOD							
PA - 1	Residential		34.00	4.5	150	(2)	33.6%
PA - 2	Residential/Multifamily		21.27	13.5	200	(2)	21.0%
				sub total	350		
	Effective Density						
	Gross Area	minus Flood Plain	= Net Area				
	100.76	-13.24	87.52		4.0	du/ac	
NEIGHBORHOOD COMMERCIAL							
PA - 3	Commercial/Retail		2.00	--			2.0%
PA - 4	Commercial/Retail		13.00	--			12.8%
PA - 5	Multifamily		9.00	13.5	100	(2)	8.9%
OPEN SPACE							
OS - 1	Floodplain		13.24	--			13.1%
OS - 2	Open Space / Detention		5.63				5.6%
RIGHT-OF-WAY							
	60' Minor Collector		3.12	--			3.1%
		Gross Area	101.26				100.0%
					450		

(1) Boundaries of planning areas and rights-of-way and locations and alignments of rights-of-way, street connections and access points as depicted on this development plan are conceptual in nature and are subject to modification in connection with final engineering and final platting of the subject portion of the property.

(2) The transfer of dwelling units among residential planning areas is acceptable provided the total number of dwelling units in any planning area does not increase by more that 10%.

LEGEND

- PD ZONING BOUNDARY
- FLOODPLAIN
- LOCAL STREET CONNECTION
- FUTURE ACCESS (T.B.D.)
- NEWLIN GULCH TRAIL

OWNERSHIP CERTIFICATION

98 W. PARKER , A COLORADO LLLP, a Colorado limited liability limited partnership

By: LSP Investments, LLP, a Colorado limited liability partnership, its General Partner
By:

Wesley A. Segelke
Managing General Partner

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this_____ day of _____, 20___, by Wesley A. Segelke as Managing General Partner of LSP Investments, LLP, a Colorado limited liability partnership, as General Partner of 98 W. PARKER, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

OWNERSHIP CERTIFICATION

Owner: TOWN OF PARKER

By:_____

Title: _____

Witnessed By:

STATE OF COLORADO

COUNTY OF_____

Subscribed and sworn to before me this day of_____, 20___, by _____

My commission expires: _____

PLANNING COMMISSION ACCEPTANCE

THIS DEVELOPMENT PLAN 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 TOWN OF PARKER PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 20___ FOR THE PROPERTY DESCRIBED AS NEWLIN CROSSING. THE ZONING INFORMATION SHOWN HEREIN WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER
ATTEST:

TOWN CLERK

CLERK AND RECORDER

STATE OF COLORADO
COUNTY OF DOUGLAS

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20___ A.D. AT _____ A.M./P.M., AND WAS RECORDED AT RECEPTION NUMBER_____.

COUNTY CLERK AT RECORDER

NEWLIN CROSSING PLANNED DEVELOPMENT - FIRST AMENDMENT

Development Plan

Town of Parker, Colorado

OWNER
98 W. PARKER, A COLO. LLLP
C/O SEGELKE & CO. STE. 300
1720 S. BELLAIRE STREET
DENVER, COLORADO 80222

PLANNING/LANDSCAPE ARCHITECTURE
PLAN WEST INC.
767 SANTA FE DRIVE
DENVER, COLORADO 80204
TEL: (303) 741-1411

ENGINEER
WBC ENGINEERING & CM, LLC
224 POTOMAC STREET STE. 102
AURORA, COLORADO 80011
TEL: (303)-365-9825

job no.	2018-41
date	06-03-2015
revisions	02-05-2016
	04-15-2016
	04-26-2016
	12-03-2018
	04-17-2019

sheet 1 of 1

North

0 100 200 400
Scale 1" = 200'

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 PLAN WEST AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive Denver, CO 80204 303-741-1411 planwest.com

Newlin Crossing Planned Development
Town of Parker, Colorado

Development Guide

A. Statement of Purpose

The purpose of the Newlin Crossing Development Plan and Guide is to establish standards for the comprehensive development and improvement of the property, except as provided herein. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents and other users.

B. Application

These Standards, contained in the Development Guide, shall apply to all property contained within the Newlin Crossing PD as shown on the attached Development Plan, except as provided herein. These Standards, contained in the Development Guide, may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the Standards contained in the Development Guide and Plan, and the Parker Municipal Code (excluding Chapter 13.04), then the Parker Municipal Code shall control.

Provisions of this guide shall prevail and govern the development, however, this guide only supersedes the specific zoning category, not the Town of Parker Land Development Code. The subdivision and zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject, or where the Planning Commission or Town Council may approve changes subject to the requirements of the modification standards within this Development Guide or other applicable procedures within the Land Development Code.

C. Authority

The authority for this Development Guide is Chapter 13.04.150 (PD-Planned Developments) of the Town of Parker Land Development Code, as amended.

D. Adoption

The adoption of this Development Guide shall evidence the finding and decision of the Parker Town Council that this Development Guide for the Newlin Crossing PD is authorized by the provisions of Chapter 13.04.150 of the Town of Parker, Municipal Code, as amended.

E. 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. All provisions of this Development Guide shall run in favor of the residents, occupants or owners of the land on which the Newlin Crossing PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and where applicable, State law.

F. Control Over Use

After the adoption of this Development Guide by the Town Council of the Town of Parker, these Development Standards, in conjunction with the Town of Parker Municipal Code, shall control development and land use, including the following:

1) any new building, structure or land use;
2) the use of any existing building, structure or parcel of land; and,
3) any existing building or structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan and the Town of Parker Municipal Code.

G. Incorporation of Development Plan

The Development Plan for Newlin Crossing PD, including the type, location and boundaries of land use areas, proposed major street alignments and access points is incorporated by exhibit into this Development Guide.

H. 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 impose higher standards or requirements shall govern unless determined otherwise by the Community Development Director

I. Agricultural and ranching uses permitted to Remain

Agricultural and ranching uses such as farming, grazing of livestock, the boarding and breeding of horses, horseback riding and training, and other supporting agricultural uses are permitted to remain until a site plan for development is approved, a building permit is issued, and construction begins on the specific planning area. Specifically, Construction for development on the west side of Newlin Gulch will not prohibit agricultural and ranching land uses to remain on the east side of the Gulch.

End of Section

Newlin Crossing PD

RESIDENTIAL

Planning Area 1

INTENT

Planning Area 1 is established to provide a low to moderate intensity residential land use as a transition to the existing church and Carousel Farms residential neighborhood,

USES PERMITTED BY RIGHT

(1) Single Family Detached Dwelling
(2) Duplex
(3) Parks
(4) Open Space
(5) Neighborhood Recreation Centers
(6) Places of Religious Assembly
(7) Accessory Uses

USES PERMITTED BY SPECIAL REVIEW

(1) Group Home
(2) nursery schools / child care centers

DEVELOPMENT STANDARDS

(1) Density – not to exceed:
  a. four and one-half (4.5) dwelling units per gross acre
(2) Maximum Building Height:
  a. thirty-five (35) feet
(3) Minimum Lot Area:
  a. single-family 4,500 square feet
  b. duplex and attached 2,000 square feet per unit
  c. all other uses – none
(4) Setbacks – All building foundation walls to property lot line:
  a. north property boundary: 15 feet south of utility easement
  b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
  c. Mainstreet 40 feet
  d. Single-family detached:
    i. from local street ROW
      1. Front Facade: 15 feet
      2. 10 feet with side loaded garage
      3. 20 feet from sidewalk to face of garage
      4. Side: 10 feet
    ii. Interior lot line: 5 feet side, 10 feet rear
(5) Minimum Lot Width:
  a. at street: 35 feet
  b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet

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End of Section

RESIDENTIAL / MULTIFAMILY (RMF)

PLANNING AREA 2 and 5

INTENT

The intent of the Residential / Multifamily Planning Areas is to provide a moderate density residential neighborhood as a transition to retail, office and personal/business services. Multifamily residential is permitted to transition from lower intensity uses located within PA-1, and the commercial/retail uses within PA-3 and PA-4. This village context will create an opportunity for a sustainable, vibrant mixed-use neighborhood where commercial uses provide products, services and employment opportunities for the residential community and the residential uses provide consumers and employees for the non-residential uses. Furthermore, the design intent is to enhance the pedestrian environment with uses interconnected within the property and to the larger community, providing access from alternative modes of transportation.

USES PERMITTED BY RIGHT

(1) Multifamily
(2) Congregate Care, Memory Care, and Assisted Living
(3) Single Family Detached
(4) Single Family Attached
(5) Duplex
(6) Accessory Structures
(7) Open Space
(8) Parks
(9) Neighborhood Recreational Centers and Facilities
(10) Assisted Living Residence
(11) Long Term Care Facility/Nursing Home

USES by SPECIAL REVIEW

(1) Group Home

Development Standards

(1) Density – not to exceed:
    a. PA – 2– thirteen and one-half (13.5) dwelling units per gross acre
    b. PA – 5 – thirteen and one-half (13.5) dwelling units per gross acre
(2) Maximum Building Height:
    a. forty (40) feet
(3) Minimum Lot Area:
    a. single-family – 4,500 square feet
    b. duplex and multi-family attached residential, and all other uses: none
(4) Setback – All building foundation walls to lot property line:
    a. north property boundary: 15 feet south of the open space tract
    b. Newlin Gulch Open Space: 10 feet side; 10 feet rear
    c. Chambers Road and Mainstreet: 50 feet front, 10 feet side; 10 feet rear
    d. Residential Collector: 25 feet front, 10 feet side, 10 feet rear

e. Single-family detached:
   i. Front Facade: 15 feet from Right of Way
      10 feet with side loaded garage
   ii. Side: 5 feet
      Along street ROW: 10 feet
   iii. Rear: 10 feet
   iv. Garage: 20 feet from sidewalk of a public street
f. attached and multifamily
   i. Front, side, and rear façade: 5 feet from sidewalk
   ii. Garage: 4 feet minimum from drive lane or sidewalk

(5) Setbacks parking lots
   a. Chambers, Mainstreet, Residential Collector: 10 feet
   b. Local streets: 10 feet
   c. From building to parking lot or parking lot sidewalk: 8 feet
   d. Parking lots shared among adjacent uses and development lots may use a zero setback between lots provided parking lot landscape requirements are met for the combined parking lots and a shared use agreement is executed between the shared users

(6) Minimum Lot Width: SFD, SFA
   a. at street: 35 feet
   b. at cul-de-sac, knuckle, or similarly curved frontage at setback: 30 feet
   c. Multifamily and all other users: none

End of Section

COMMERCIAL RETAIL (CR)
Planning Areas 3 and 4

INTENT

The Commercial Retail planning areas (PA-3 and PA-4) are planned to attract users that will benefit from the surrounding residential neighborhoods and provide goods and services to the local and regional businesses and residents. The intent of the Commercial Retail planning area is to promote the combination of retail commercial uses that will support an active neighborhood commercial center.

USES PERMITTED BY RIGHT

Commercial Retail

(1) Grocery store
(2) Convenience retail shopping facilities, including but not limited to:
    a. drug stores
    b. liquor stores
    c. convenience grocery with and without gas pumps
(3) Retail including but not limited to:
    a. art gallery
    b. antiques
    c. artisan shops
    d. gift shop
    e. pet shops
    f. florists
    g. book store
    h. stationery stores
    i. retail food specialty shops which sell food products not intended to be consumed on the premises
    j. butcher shops
    k. candy stores
    l. bakeries
    m. doughnut shops
    n. dairy product shops
    o. toy and game stores
    p. battery and accessory stores
    q. bicycle stores
    r. music stores
    s. sporting goods store
(4) General retail merchandise and apparel shops, including but not limited to:
    a. junior department stores
    b. craft and hobby stores
    c. discount department stores
    d. hardware and building material stores
    e. clothing stores
    f. shoe stores
    g. furniture stores
    h. household appliance stores
    i. floor covering, drapery and upholstery stores

j. electronics stores
k. cosmetic store;

Eating and Drinking Establishments

(1) restaurants
(2) fast food, drive-through or carryout restaurants
(3) ice cream parlors
(4) coffee shops
(5) delicatessens
(6) lounge, bar or microbrewery
(7) quick-serve restaurants

Personal Services

(1) Convenience service establishments, including but not limited to:
    a. barber shops and beauty salons
    b. dry cleaners and laundries
    c. photo studio
    d. shoe repair shops
    e. watch or jewelry repair
    f. travel agency
(2) health clubs exercise, yoga, dance studio, or similar facility
    a. Not more than 25% of the total gross floor area built in PA-4

Commercial Recreation

The following uses shall be permitted only as a supporting use to a primary use such as a restaurant, bar, night club, lounge, brewery that includes a restaurant or similar use that attracts users for the purchase of goods and services. The following uses are limited to no more than 25% of the total gross floor area of the primary use.

(1) indoor movie theater
(2) performing art center
(3) bowling alley
(4) skating rink (both ice and roller)
(5) pool hall
(6) arcade amusement center

General Office and Professional Services

(1) business and professional offices
(2) medical and dental offices and clinics
(3) banks and other financial service establishments, with or without drive-through facilities

Motor Vehicle

(1) gasoline stations with gas pumps and car wash with and without convenience grocery store
    a. Not more than 16 pumps
(2) auto repair centers
(3) tire sales and service
(4) auto parts stores
(5) car wash

Educational

(1) satellite classrooms limited no not more than 5,000 Gross Square Feet
(2) Vocational, Trade school, Instructional facility not greater than 5,000 sf

DEVELOPMENT STANDARDS

(1) Maximum Building height:
    a. 60 feet
(2) Minimum lot area: none
(3) Setbacks -- All Uses
    a. Newlin Gulch Open Space
        i. building 10 feet front, side and rear
        ii. parking 10 feet
    b. Mainstreet, Chambers Road, Residential Collector
        i. building 30 feet
        ii. parking 20 feet
    c. Interior lot lines
        i. Distance between buildings subject to fire code
        ii. zero lot line setback allowed on shared walled developments
(4) Minimum Lot Width: none
(5) Pedestrian Connectivity
    a. Commercial and retail development shall be interconnected by pedestrian-friendly sidewalks, interior walkways, enclosed corridors, concourses, or plazas

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End of Section

OPEN SPACE (OS)

Planning Areas OS 1 and 2

INTENT

Open Space Areas are intended to provide buffers, passive recreation, pedestrian trails and drainage detention, and water quality ponds to satisfy requirements of residential and non-residential park and development requirements.

USES PERMITTED BY RIGHT

(1) As defined in Section 13.04.165 of the Parker Municipal Code
(2) Nature center/picnic area
(3) Trails and paths
(4) Open field play as a supplement to adjacent park improvements
(5) Other uses consistent with the purposes of this section and compatible with the uses set forth herein, as permitted by Section 13.04.22 of the Parker Municipal Code.

End of Section

Ref #2016039998, Date: 6/22/2016 6:41 AM, Pages: 1 of 1 ,RECORDING $11.00
Electronically Recorded Douglas County, CO. Merlin Klotz, Clerk and Recorder

NEWLIN CROSSING PLANNED DEVELOPMENT

Development Plan

A Portion of the NW 1/4 of Section 20, Township 6 South, Range 66
West of the 6th Principle Meridian, Town of Parker, County of Douglas, State of Colorado

LEGAL DESCRIPTION

98 W. PARKER LLLP

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 20, SAID POINT BEING THE POINT OF BEGINNING, AND CONSIDERING THE WEST LINE OF THE NORTHWEST 1/4 TO BEAR NORTH 00°30'38" WEST WITH ALL BEARINGS HEREIN REFERENCED THERETO; THENCE NORTH 89°38'14" EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 2005.47 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 00°17'05" EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 1292.00 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 274, PAGE 743 AND TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480 OF THE DOUGLAS COUNTY RECORDS;

THENCE SOUTH 89°38'14" WEST A DISTANCE OF 130.00 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 145, PAGE 480;

THENCE SOUTH 16°27'41" WEST A DISTANCE OF 1355.59 FEET TO A NON-TANGENT CURVE ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAIN STREET (FORMERLY WEST PARKER BEING THE SOUTHERLY CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NUMBER 2006048258 OF THE DOUGLAS COUNTY RECORDS;

THENCE ALONG THE FOLLOWING FOUR (4) COURSES ALONG THE NORTHERLY LINE OF WEST MAIN STREET;

1. THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1140.00 FEET, THE CHORD OF WHICH BEARS NORTH 62°40'26" WEST 593.70 FEET, A CENTRAL ANGLE OF 30°11'13", AN DISTANCE OF 600.62 FEET TO A POINT OF TANGENCY;
2. THENCE NORTH 47°34'49" WEST A DISTANCE OF 258.90 FEET TO A POINT OF TANGENT CURVE;
3. THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1260.00 FEET, A CENTRAL ANGLE OF 28°54'39", AN ARC DISTANCE OF 635.78 FEET TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 48°29'16" WEST A DISTANCE OF 278.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20;

THENCE NORTH 00°30'38" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1653.22 FEET TO THE POINT OF BEGINNING.

TRACT OF LAND CONTAINS 4,108,439 SQUARE FEET OR **94.317** ACRES MORE OR LESS.

CHAMBERS ROAD WATER QUALITY PONDS-TOWN OF PARKER

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS SOUTH 00°30'38" EAST, A DISTANCE OF 2696.41 FEET WITH ALL BEARINGS HEREON REFERENCED THERETO;
THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER SOUTH 00°30'38" EAST, A DISTANCE OF 1796.69 FEET;
THENCE NORTH 85°56'47" WEST, A DISTANCE OF 49.52 FEET;
THENCE NORTH 85°31'26" WEST, A DISTANCE OF 51.50 FEET;

THENCE SOUTH 87°22'52" WEST, A DISTANCE OF 20.43 FEET TO THE EASTERLY LINE OF MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 RECORDED AT RECEPTION NUMBER 2005057700 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE EASTERLY LINES OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 THE FOLLOWING (2) COURSES:

1. NORTH 01°14'43" WEST, A DISTANCE OF 181.89 FEET;
2. NORTH 51°09'42" WEST, A DISTANCE OF 91.14 FEET TO THE INTERSECTION OF THE NORTHERLY OF SAID MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7 WITH THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS EXHIBIT "B" AND RECORDED AT RECEPTION NUMBER 2005052742 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION AND THE WESTERLY LINES OF SAID PARCEL THE FOLLOWING (3) COURSES;

1. NORTH 03°05'39" EAST, A DISTANCE OF 730.68 FEET THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 10080.00 FEET;
2. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°46'49", AN ARC LENGTH OF 665.06 FEET;
3. TANGENT TO SAID CURVE NORTH 00°41'10" WEST, A DISTANCE OF 152.92 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER;

THENCE ALONG SAID NORTH LINE NORTH 88°20'35" EAST, A DISTANCE OF 128.56 FEET TO THE POINT OF BEGINNING.
TRACT OF LAND CONTAINS 265,479 SQUARE FEET OR **6.095 ACRES** MORE OR LESS.

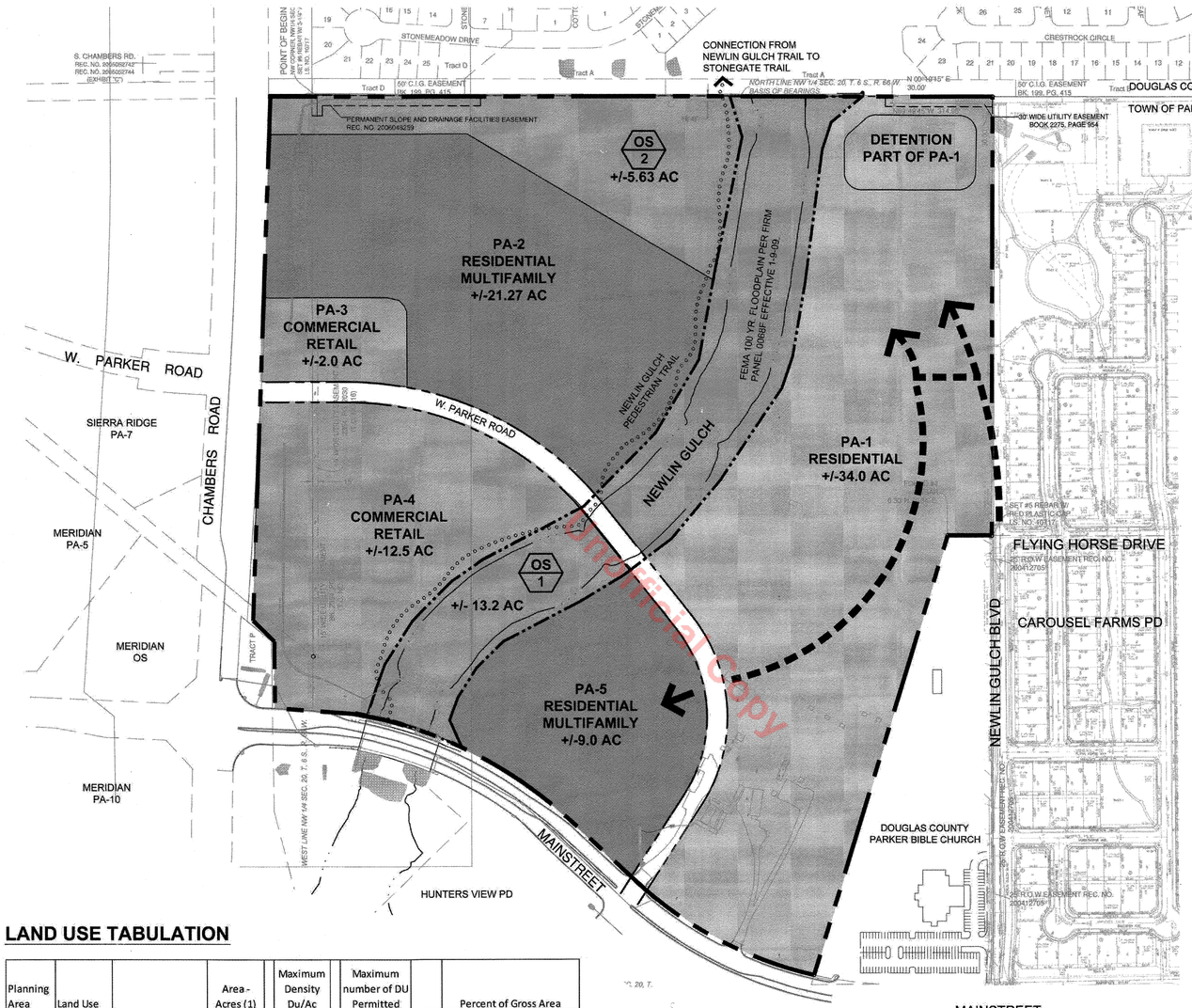
TRACT A - TOWN OF PARKER

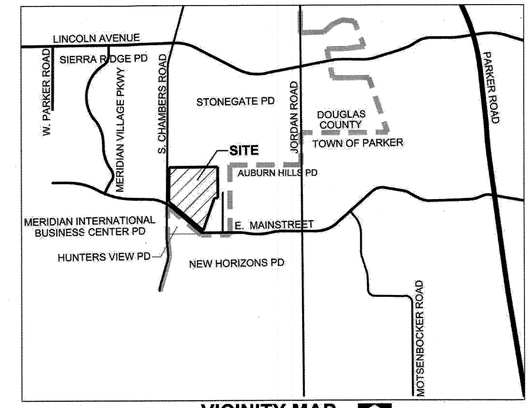
TRACT "A", MAINSTREET - WEST - RIGHT-OF-WAY SUBDIVISION EXEMPTION PLAT RECORDED AT RECEPTION NUMBER 2015052262 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

TRACT OF LAND CONTAINS 15,335 SQUARE FEET OR **0.352 ACRES** MORE OR LESS.

NOTES:

1. DEVELOPMENT OF PA-1 WILL INCLUDE A LOCAL STREET CONNECTION TO CAROUSEL FARMS. THE ALIGNMENT AND CONNECTION TO CAROUSEL FARMS TO BE DETERMINED WITH THE FINAL PLAT FOR PA-1.
2. WEST PARKER ROAD WILL BE A 60' RESIDENTIAL COLLECTOR RIGHT-OF-WAY.
3. ZONING IS TO THE CENTERLINE OF THE ADJACENT INTERNAL STREETS.





VICINITY MAP
SCALE: 1" = 3000'

LAND USE TABULATION

Planning Area	Land Use		Area - Acres (1)	Maximum Density Du/Ac	Maximum number of DU Permitted		Percent of Gross Area
RESIDENTIAL NEIGHBORHOOD							
PA - 1	Residential		34.00	4.5	150	(2)	33.7%
PA - 2	Residential/Multifamily		21.27	13.5	200	(2)	21.1%
				sub total	350		
	Effective Density						
	Gross Area	minus Flood Plain	= Net Area				
	100.76	-13.24	87.52		4.0	du/ac	
NEIGHBORHOOD COMMERCIAL							
PA - 3	Commercial/Retail		2.00	--			2.0%
PA - 4	Commercial/Retail		12.50	--			12.4%
PA - 5	Multifamily		9.00	13.5	100	(2)	8.9%
OPEN SPACE							
OS - 1	Floodplain		13.24	--			13.1%
OS - 2	Open Space / Detention		5.63				5.6%
RIGHT-OF-WAY							
	60' Minor Collector		3.12	--			3.1%
		Gross Area	100.76				100.0%
					450		

(1) Boundaries of planning areas and rights-of-way and locations and alignments of rights-of-way, street connections and access points as depicted on this development plan are conceptual in natures and are subject to modification in connection with final engineering and final platting of the subject portion of the property.

(2) The transfer of dwelling units among residential planning areas is acceptable provided the total number of dwelling units in any planning area does not increase by more that 10%.

LEGEND

- PD ZONING BOUNDARY
- FLOODPLAIN
- LOCAL STREET CONNECTION
- FUTURE ACCESS (T.B.D.)
- NEWLIN GULCH TRAIL

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 PLAN WEST AS TO THE SUFFICIENCY OR ACCURACY OF SAID INFORMATION.

OWNERSHIP CERTIFICATION

98 W. PARKER , A COLORADO LLLP, a Colorado limited liability limited partnership

By: LSP Investments, LLP, a Colorado limited liability partnership, its General Partner

By: Wesley A. Segelke
Wesley A. Segelke
Managing General Partner

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 1st day of June, 2016, by Wesley A. Segelke as Managing General Partner of LSP Investments, LLP, a Colorado limited liability partnership, as General Partner of 98 W. PARKER, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

Notary Public

My commission expires: 3-24-19

OWNERSHIP CERTIFICATION

Owner: TOWN OF PARKER

By:

Title:

Witnessed By:

STATE OF COLORADO

COUNTY OF

Subscribed and sworn to before me this day of , 20 , by

My commission expires:

PLANNING COMMISSION ACCEPTANCE

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON MAY 12, 2016

FOR JOHN FUSSA
COMMUNITY DEVELOPMENT DIRECTOR, ON BEHALF OF THE TOWN OF PARKER PLANNING COMMISSION

TOWN COUNCIL ACCEPTANCE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE 20th DAY OF JUNE, 2016 FOR THE PROPERTY DESCRIBED AS NEWLIN CROSSING. THE ZONING INFORMATION SHOWN HEREIN WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. 3.322

MAYOR, TOWN OF PARKER

ATTEST:

TOWN CLERK

TOWN OF PARKER SEAL COLORADO

CLERK AND RECORDER

STATE OF COLORADO
COUNTY OF DOUGLAS

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS 22nd DAY OF June, 2016 A.D. AT 6:41 (A.M.)(P.M.), AND WAS RECORDED AT RECEPTION NUMBER 2016039998

Nancy Potomayor - Deputy
COUNTY CLERK AT RECORDER

DOUGLAS COUNTY, COLORADO SEAL EST. 1861

NEWLIN CROSSING PLANNED DEVELOPMENT

Development Plan

Town of Parker, Colorado

OWNER
98 W. PARKER, A COLO. LLLP
C/O SEGELKE & CO. STE. 300
1720 S. BELLAIRE STREET
DENVER, COLORADO 80222

PLANNING/LANDSCAPE ARCHITECTURE
PLAN WEST INC.
767 SANTA FE DRIVE
DENVER, COLORADO 80204
TEL: (303) 741-1411

ENGINEER
WBC ENGINEERING & CM, LLC
224 POTOMAC STREET STE. 102
AURORA, COLORADO 80011
TEL: (303)-365-9825

job no. 2014/02
date ~~05-03-2016~~
revisions 02-05-2016
04-15-2016
04-26-2016

sheet 1 of 1

North

0 100 200 400
Scale 1" = 200'

PLANWEST
PLANNING | SITE DESIGN | LANDSCAPE ARCHITECTURE | ENTITLEMENTS
767 Santa Fe Drive Denver, CO 80204 303-741-1411 planwest.com

ORDINANCE NO. 3.348, Series of 2019

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE CHAMBERS ROAD AND PUBLIC SERVICE COMPANY OF COLORADO RIGHT-OF-WAY PROPERTY TO PF-PUBLIC FACILITIES DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Findings of Fact.

a. On July 8, 2019, the Town Council approved Resolution No. 19-045, Series of 2019, determining that the annexation petition for the real property described in **Exhibit 1** (the "Real Property"), which is attached hereto and incorporated by this reference, substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the of the Real Property to be annexed into the Town as provided by state law.

b. The Town, following adoption of Resolution No. 19-045, Series of 2019, instituted the procedure for zoning the Real Property.

c. An application was submitted for zoning the Real Property as PF-Public Facilities District, pursuant to the Town of Parker Land Development Code.

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

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

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

g. The requirements contained in Section 13.04.240(f) of the Parker Land Development Code are satisfied for zoning the Real Property as PF-Public Facilities District, as described in the Parker Land Development Code.

Section 2. The Real Property is hereby zoned as PF-Public Facilities District as described in the Parker Land Development Code.

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

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

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

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

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

INTRODUCED AND PASSED ON FIRST READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL AS DESCRIBED IN BOOK 154 AT PAGE 240 AND IN BOOK 157 AT PAGE 487 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°31'09" WEST, WITH ALL BEARINGS REFERENCED HEREIN RELATIVE THERETO:

THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE SOUTHERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, SOUTH 88°12'28" WEST, A DISTANCE OF 784.27 FEET TO THE WESTERLY BOUNDARY OF A ROADWAY EASEMENT AS DESCRIBED AT RECEPTION NO. 2009013410 IN SAID RECORDS;

THENCE DEPARTING SAID SOUTH LINE, ALONG THE SAID WESTERLY BOUNDARY, NORTH 02°31'00" EAST, A DISTANCE OF 231.88 FEET TO THE NORTHERLY BOUNDARY OF THAT SAID CERTAIN PARCEL OF LAND;

THENCE ALONG SAID NORTHERLY BOUNDARY, NORTH 87°33'37" EAST, A DISTANCE OF 772.03 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE, SOUTH 00°33'58" EAST, A DISTANCE OF 240.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 4.207 ACRES, (183,264 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 3.349, Series of 2019

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

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

Section 1. Findings of Fact.

a. On July 9, 2019, the Town Council approved Resolution No. 19-042, Series of 2019, determining that the annexation petition for real property, a portion of which is the real property described in **Exhibit 1** (the "Real Property"), which is attached hereto and incorporated by this reference, substantially complies with the requirements of C.R.S. § 31-12-107(1)(a) and set a public hearing for August 19, 2019, on the eligibility of the of the Real Property to be annexed into the Town as provided by state law.

b. The Town, following adoption of Resolution No. 19-045, Series of 2019, instituted the procedure for zoning the Real Property.

c. An application was submitted for zoning the Real Property as OS-Open Space District, pursuant to the Town of Parker Land Development Code.

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

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

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

g. The requirements contained in Section 13.04.240(f) of the Parker Land Development Code are satisfied for zoning the Real Property as OS-Open Space District, as described in the Parker Land Development Code.

Section 2. The Real Property is hereby zoned as OS-Open Space District, as described in the Parker Land Development Code.

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

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

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

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

TRACT T, MERIDIAN INTERNATIONAL BUSINESS CENTER, FILING NO. 7 RECORDED AT RECEPTION NO. 2005057700, TOGETHER WITH THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018, ALL IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH P.M., COUNTY OF DOUGLAS, STATE OF COLORADO.

CONTAINING AN AREA OF 0.681 ACRES, (29,677 SQUARE FEET), MORE OR LESS.

ORDINANCE NO. 3.350, Series of 2019

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE MAINSTREET AND CHAMBERS EAST TRACT D PROPERTY TO OS-OPEN SPACE DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT CODE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Findings of Fact.

a. An application was submitted for zoning certain real property described in the attached **Exhibit 1**, within the Town of Parker, Colorado (the "Real Property") as OS-Open Space District, pursuant to the Town of Parker Land Development Code.

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

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

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

g. The requirements contained in Section 13.04.240(f) of the Parker Land Development Code are satisfied for zoning the Real Property as OS-Open Space District, as described in the Parker Land Development Code.

Section 2. The Real Property is hereby zoned as OS-Open Space District, as described in the Parker Land Development Code.

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

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

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

Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 20__.

_____
Mike Waid, Mayor

ATTEST:

_____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

_____
James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN A QUIT CLAIM DEED RECORDED AT RECEPTION NO. 2015033275 IN THE OFFICE OF THE DOUGLAS COUNTY, COLORADO, CLERK AND RECORDER, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19, WHENCE THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19 BEARS NORTH 00°30'33" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED THERETO;

THENCE ALONG SAID EAST LINE AND THE EASTERLY BOUNDARY OF TRACT Q, MERIDIAN INTERNATIONAL BUSINESS CENTER FILING NO. 7, RECORDED AT RECEPTION NO. 2005057700 IN SAID RECORDS, AND THE TECHNICAL PLAT CORRECTION CERTIFICATE RECORDED AT RECEPTION NO. 2006070018 IN SAID RECORDS, NORTH 00°30'33" WEST, A DISTANCE OF 156.62 FEET TO THE MOST SOUTHERLY CORNER OF SAID CERTAIN PARCEL OF LAND AND THE ***POINT OF BEGINNING***;

THENCE DEPARTING SAID EAST LINE OF THE NORTHEAST QUARTER, ALONG THE WESTERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND, THE FOLLOWING THREE (3) COURSES;

1. NORTH 48°42'39" WEST, A DISTANCE OF 12.52 FEET;

2. NORTH 14°45'38" WEST, A DISTANCE OF 437.35 FEET;

3. NORTH 01°14'38" WEST, A DISTANCE OF 193.25 FEET;

THENCE SOUTH 87°53'56" EAST, A DISTANCE OF 119.60 FEET TO THE EASTERLY BOUNDARY OF SAID CERTAIN PARCEL OF LAND AND SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19;

THENCE ALONG SAID EASTERLY BOUNDARY AND SAID EAST LINE, SOUTH 00°30'33" EAST, A DISTANCE OF 620.02 FEET TO THE ***POINT OF BEGINNING***.

CONTAINING AN AREA OF 1.133 ACRES, (49,337 SQUARE FEET), MORE OR LESS.

PARKER
COLORADO

Request for Town Council Action

Date:	August 19, 2019
Submitted By:	Paul Workman, Senior Planner John Fussa, Community Development Director
Reviewed By:	Michelle Kivela, Town Administrator
Title:	**HESS RANCH**

Applicant:	**JEN Colorado 18, LLC**
Location:	**West of Crowfoot Valley Road between Stroh Road and Chambers Road**
Department:	**Community Development, Paul Workman**
TRAKiT Nos.:	**SUB18-049, SUB18-051, and Z18-027**

EXECUTIVE SUMMARY

The applicant, JEN Colorado 18, LLC, owns the majority of the property that constitutes the Hess Ranch Planned Development and proposes to amend the Hess Ranch Development Guide and Plan. The proposed amendment to the Development Guide and Plan would accommodate the applicant's Segment 1 (Phase 1) development and implement zoning revisions required by the Partial Waiver Resolution approved by the Town Council in May 2019.

The major proposed amendments to the Development Guide and Plan may be summarized as follows:

1. Amend the boundaries of Planning Areas 6, 7, 8, 9, 21 and 25 in Segment 1 of the Hess Ranch Planned Development to support improved design.

2. Update the lot size standards for attached housing in those Planning Areas of the Hess Ranch Planned Development that permit this housing type for clarity and to address market demand.

3. Rezone Planning Area 9 at the intersection of Crowfoot Valley Road and Stroh Road from MU Mixed-Use to Residential SFe because the topography limits its viability for commercial use.

4. Implement the Council approved Partial Waiver Resolution requirement for commercial use on a minimum one-third (1/3) of the developable land in MU Mixed-Use Planning Areas 3, 4, 12, 14.

The proposed amendments to the Hess Ranch Development Guide and Plan implement the May 2019 Partial Waiver Resolution; are generally consistent with the Parker 2035 Master Plan; improve the development proposal through a dendritic design approach to stormwater management; and expand the open space buffer along Crowfoot Valley Road.

The applicant is also requesting Sketch and Preliminary Plat approval to create right-of-way (ROW) for Stroh Road, Chambers Road and Spirit Trail Boulevard; drainage tracts associated with the ROW; and unbuildable tracts that will be replatted in the future for development purposes. The approval of the Sketch and Preliminary Plats will allow the applicant to create a Final Plat for the ROW and tracts to begin construction of the Segment 1 infrastructure.

The applicant has also prepared and is requesting approval of the Hess Ranch Parks, Trails and Open Space Plan to guide future improvements in this area.

STAFF RECOMMENDATION

Approve with Conditions

BACKGROUND/DISCUSSION

The Hess Ranch Planned Development is, with Anthology North, the largest remaining development project in the Town of Parker with a total area of 1,536 acres. The Town Council annexed the property in 2003 and has approved the Planned Development zoning with a total development yield of 3,379 homes, 113 acres mixed-use, 452 acres parks/open space and two (2) school sites. The initial phase of development owned by E5X Management, called Trails at Crowfoot, is currently under construction. JEN Colorado, LLC, owns the balance of the property and has submitted their initial land use applications for the development of Segment 1 (Phase 1).

In May 2019, the Town Council approved a Partial Waiver Resolution (No. 19-028, Series of 2019) that allowed the Hess Ranch property owner to phase the development of the Hess Ranch Planned Development into two (2) Segments conditioned upon certain obligations to be addressed by the developer. These obligations include a Parks, Trails and Open Space Master Plan that the applicant has prepared in consultation with Town staff. The Master Plan establishes a framework for parks, trails and open space that will be implemented in Segment 1 and future phases.

The proposed amendment to the Hess Ranch Development Guide and Plan is for Segment 1 consisting of Planning Areas 6, 7, 8, 9, 21, 25 and adjacent open space areas. It is possible that there will be a need to further amend the Development Guide and Plan for Segment 2. However, the property owner will address this in the future because Segment 2 has not been designed and the development of this area may not proceed for several years.

The current Hess Ranch Development Guide and Plan was approved by the Town Council in 2015 as part of the settlement of litigation with the prior property owner. It was anticipated that there would be a need to further amend the Development Guide and Plan but the prior property owner decided to sell the land and was unwilling to do so at the time. The current property owner is now ready to proceed with development and is requesting the following zoning amendments in support of their project:

1. Amending the Planning Area boundaries for Segment 1 to facilitate a development that utilizes a dendritic design approach for stormwater management and better responds to the natural environment. This includes preserving natural drainage features, topography and tree/shrub clusters. The amended Planning Area boundaries allow for the preservation of natural features that cannot be accomplished with the current Planning Area boundaries.

2. Amending the bulk standards for attached housing types such as townhomes, paired homes and duplexes to clarify the minimum lot size. There are multiple Planning Areas that permit attached housing on a by-right basis but have bulk standards that lack a minimum lot size or utilize a lot size standard of 3,500 s.f. that is too large for this form of housing.

The proposed minimum lot size for townhomes is 1,250 s.f. to 1,500 s.f. with a minimum lot width of 20 feet depending upon the Planning Area. The proposed minimum lot size for paired and duplex homes is 2,100 s.f. with a minimum lot width of 20 feet. The proposed lot sizes are consistent with existing homes of these types in Town and the design of attached housing currently being produced in response to market demand. The proposed lot size revisions will not change the previously approved residential density.

3. Amending the zoning for Planning Area 9 at the southwest corner of the intersection of Crowfoot Valley Road and Stroh Road from a MU Mixed-Use designation to a Residential SFe designation. This request would allow the Planning Area to be developed with housing because the steep slopes and topography are not suitable for commercial use but will accommodate residential use.

4. Amending the zoning of the four (4) MU Mixed-Use Planning Areas 3, 4, 12 and 14 located at the intersection of Chambers and Stroh Roads to implement a key requirement of the Partial Waiver Resolution approved by Town Council in May 2019. The proposed rezoning adds text that requires a minimum one-third (1/3) of the developable land in these Planning Areas be developed for future commercial use. It also adds language that prescribes the technical effort in Segment 2 to determine the location of the required commercial uses.

The applicant has also submitted a Sketch and Preliminary Plat for Segment 1 infrastructure. The approval of this application will allow the applicant to prepare a Final Plat to create the necessary ROW, associated drainage tracts and several unbuildable tracts for future residential development. The Final Plat is necessary to start construction on the infrastructure for Segment 1.

On July 31, 2019, staff received an objection and notice letter from Anadarko Petroleum Corporation. After review, the Community Development Department and the Town Attorney's Office have determined that the applicant has met the public notice requirements of the Town Land Development Ordinance and Colorado law. As a result, no further action is required by the applicant or the Town in response to the letter.

The Planning Commission held a public hearing on the proposed rezoning and sketch and preliminary plans on August 1, 2019, and unanimously recommended Town Council approve the applications.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY COMMUNITY THROUGH BALANCED GROWTH

ENHANCE ECONOMIC VITALITY

INNOVATE WITH COLLABORATIVE GOVERNANCE

ATTACHMENTS

1. Vicinity Map
2. Hess Ranch Conceptual Lot Plan
3. Planning Commission Infrastructure Sketch/Preliminary Staff Report
4. Infrastructure Sketch/Preliminary Referral Comments
5. Planning Commission Zoning Staff Report
6. Project Narrative and Rezoning Criteria Analysis
7. Zoning Referral Agency Comments
8. Notice of Anadarko Mineral Interest

RECOMMENDED MOTION

1. I move to approve Ordinance 3.315.2 on second reading.

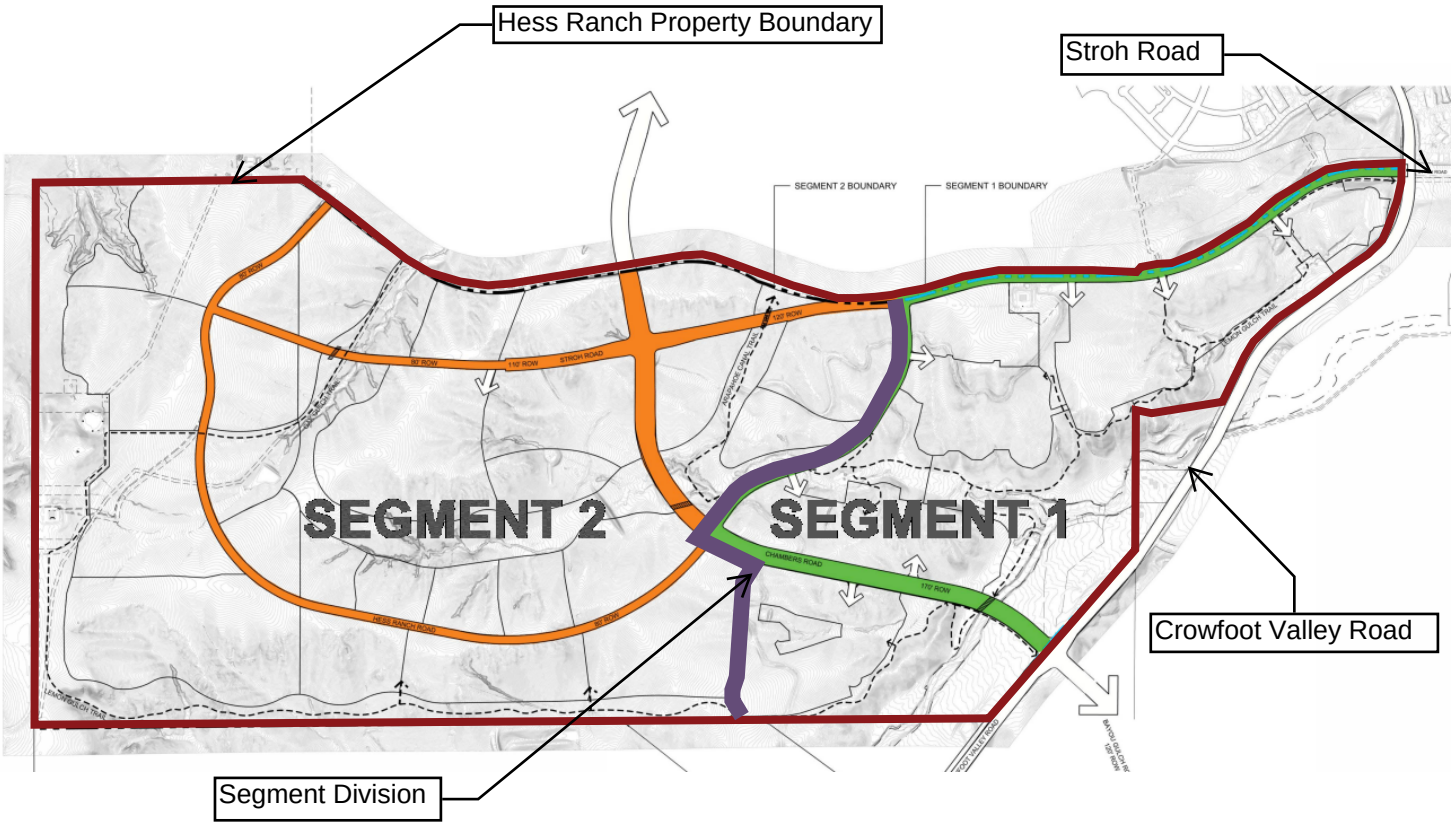
2. I move to approve the Hess Ranch Sketch and Preliminary Plans, based upon staff findings, with the following condition:

Utility easements as requested by Public Service Company of Colorado, Intermountain Rural Electric Association and Parker Water and Sanitation District shall be shown on the Final Plat.

3. I move to approve, based upon staff findings, the Parks, Trails and Open Space Master Plan

for the Hess Ranch Planned Development.

Vicinity Map



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:
FR
FRONT RANGE COMMUNITIES, LLC

Civil Engineer
EMK

Landscape Architect/ Planner
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

Planning Commission Staff Report

Planning Commission Date:	**8/1/2019**
Town Council Date:	**8/19/2019**
Hearing Type:	**Public Hearing** **UNPLATTED – HESS RANCH Sketch and Preliminary Plans** **TRAKiT No(s): SUB18-049 and SUB18-051**
Location:	**Southwest corner of Crowfoot Valley Road and Stroh Road**
Project Planner:	**Paul Workman, Senior Planner**
Applicant:	**Larry Jacobson, JEN Colorado 18, LLC**
Executive Summary:	**The applicant is requesting the approval of sketch and preliminary plans for extensions to Stroh Road and Chambers Road and the creation of Spirit Trail Boulevard. The sketch and preliminary plans also include the associated drainage tracts for these roadways.**
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 condition in staff's report."

1. ***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.***

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."

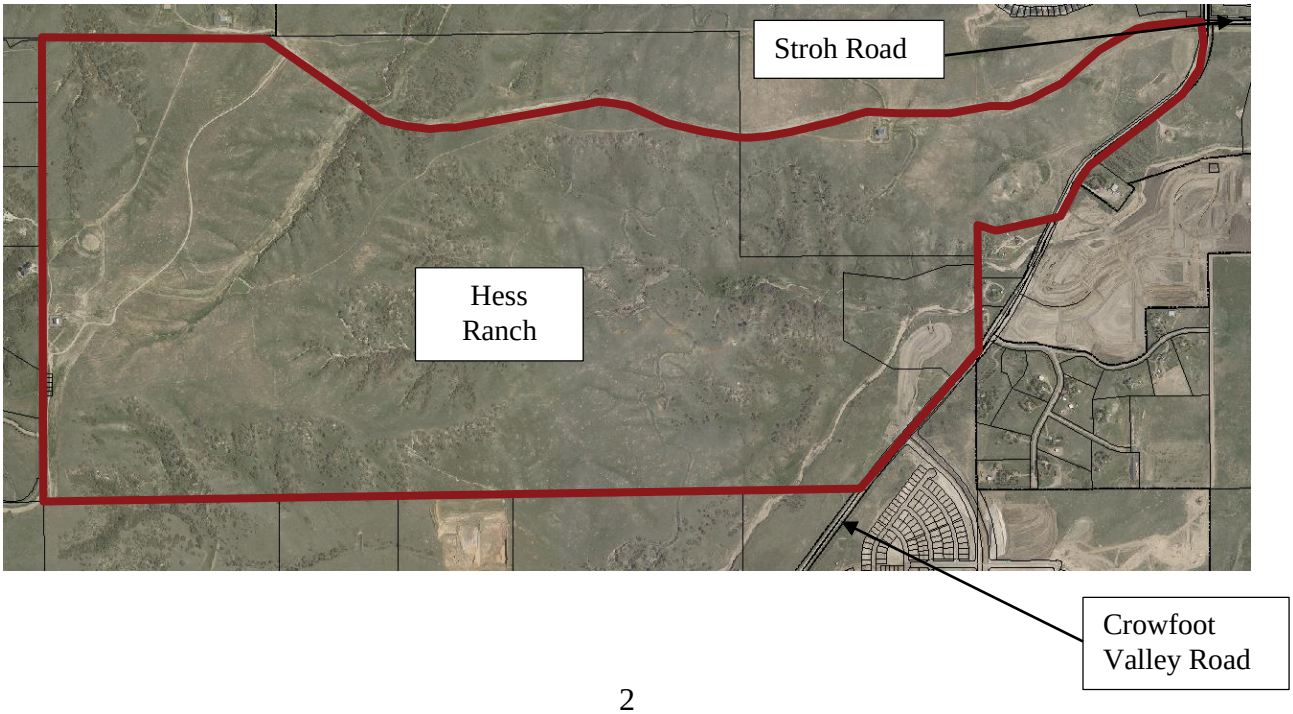
I. BACKGROUND/DISCUSSION

The subject property is generally located at the southwest corner of Crowfoot Valley Road and Stroh Road. The site is currently undeveloped and surrounded by an undeveloped site to the north (Anthology North), unincorporated Douglas County residential development, the Meadowlark development and the Trails at Crowfoot development to the east, undeveloped parcels located in unincorporated Douglas County to the south and the balance of the Hess Ranch development (currently undeveloped) to the west.

The applicant, JEN Colorado 18, LLC, is requesting the approval of sketch and preliminary plans for what is known as the "spine infrastructure" for Segment 1 of the Hess Ranch development. The "spine infrastructure" includes the Stroh Road and Chambers Road extensions and the creation of Spirit Trail Boulevard that will connect with Stroh Road and Chambers Road. The sketch and preliminary plans also include the necessary drainage tracts to serve the new roadways. The applicant has submitted these applications ahead of the individual lotting sketch and preliminary plans in order to be able to start construction on the infrastructure that will support construction of the areas for the individual residential lots.

The approval of the sketch and preliminary plans does not formally create the right-of-way and drainage tracts. Instead, the approval of the applications will allow for the applicant to execute a final plat that is consistent with the sketch and preliminary plans that will create the right-of-way to be dedicated to the Town. The applicant has submitted sketch and preliminary plans for the individual residential lots for future development and these applications will come before Planning Commission for evaluation later in 2019.

Hess Ranch Vicinity Map



Spine Infrastructure Sketch and Preliminary Plan Project Area

	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

II. PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) and zoned for a variety of residential and commercial uses.
2003	The west half of the subject property was voluntarily annexed by the Town (Ordinance 2.140) and zoned as PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to allow a variety of residential and commercial uses.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses.
2015	The current PD-Planned Development zoning covering the subject property was approved by Town Council and allows for a variety of residential and commercial uses.

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Hess Ranch Planned Development		
Master Plan Area	Low-Density Residential		
Site Acreage	1,135.86 acres		
Subdivision	Hess Ranch 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	Douglas County	Douglas County Zoning	Undeveloped
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Crowfoot Valley Road and single-family detached residential units
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	Low Density Residential ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Low Density Residential:** Consists of an overall gross density of 2.2 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.B Land Use 1.E Land Use 1.F Land Use 1.G Community Appearance and Design 1.A Community Appearance and Design 1.D Housing and Neighborhoods 2.A Transportation 2 Transportation 2.B Transportation 2.C Transportation 2.D Transportation 3.A Transportation 3.C Transportation 5

	Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F Natural Resource Protection 4.H
Inconsistent Goals/Strategies	**None**
Staff Analysis	The proposed sketch and preliminary plans are for the platting of roadway and drainage infrastructure to support future development of the subject property. The submitted applications have been determined to meet the Town Master Plan goals as identified above.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Sketch Plan/Preliminary Plan)			
Provisions	**Existing/Required**	**Proposed**	**Analysis**
Setbacks	Setbacks are based on the type of residential unit that is proposed in each Planning Area.	Building setbacks will be reviewed at the time of building permit submittal.	☐ Consistent ☐ Inconsistent ☒ N/A
Density	A maximum of 3,379 residential units are allowed in the entire Hess Ranch development per the zoning.	Zero units are proposed as a part of this sketch and preliminary plan. Compliance with the maximum residential units will be reviewed in accordance with future sketch and preliminary plans for residential lotting.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	Building heights are based on the type of development that is proposed in each Planning Area.	Building heights will be reviewed at the time of the residential design matrix submittal or at the time of Site Plan review.	☐ Consistent ☐ Inconsistent ☒ N/A
Lot Size	Lot sizes are based on the type of residential development that is proposed in each Planning Area.	Lot sizes will be reviewed at the time of future sketch and preliminary plans for residential lotting.	☐ 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 for the streetscape with the sketch and preliminary plans 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	The proposed sketch and preliminary plans are for roadway infrastructure. Therefore no parking is required for the proposal.	☐ Consistent ☐ Inconsistent ☒ N/A
Miscellaneous	Additional right-of-way dedication and grading.	Per the annexation agreement for the subject property, the applicant is responsible for the construction of half of the roadways that are proposed. However, the applicant is responsible for the design and grading of the entirety of the roadways. The applicant has designed the entirety of the roadways and will grade the entirety of the roadway.	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	The current sketch and preliminary plans applications are for the design and construction of roadways and associated drainage. Therefore, many of the details for development are not applicable. For the development requirements that are applicable, the applicant has demonstrated compliance as detailed above.		

VI. DESIGN REVIEW

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

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Hess Ranch development will be served by Stroh Road and Chambers Road extensions. A new collector street, Spirit Trail Boulevard, will be constructed to

connect these two arterial streets. The Stroh Road and Chambers Road extensions provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's. Transportation Master Plan. As future segments of Hess Ranch are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development as it has been contemplated and initially laid out. At full capacity, Stroh Road and Chambers Road will be four and five lane arterial roadways, respectively. However, as agreed to in the annexation agreement for Hess Ranch, the applicant is responsible for designing and grading the entirety of these roadways, but will only be constructing the southern three lanes of these arterials. The Town will construct the northern three lanes of Chambers at some point in the future when traffic counts warrant the expansion of these roadways and the developer of the adjacent property to the north will construct the remainder of Stroh Road. The expansion of these roadways will be done as a part of a future Capital Improvement Program (CIP) process.

Stroh Road, Chambers Road and Spirit Trail Boulevard will provide access to the future filings for individual residential lots that are planned for this development. All future access from these roadways will meet the Town's spacing criteria. The applicant has submitted these applications ahead of the individual lotting sketch and preliminary plans in order to be able to start construction on the infrastructure that will support construction of the areas for the individual residential lots. The construction schedule for the infrastructure is longer than the construction schedule for the residential lot areas and will allow the applicant to have the infrastructure in place in time for the residential areas.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Aztec Consultants	Advisory comments
CenturyLink	Advisory comments
Cherry Creek Water Basin Quality Authority	Advisory comments
Douglas County Assessor	No comments
Douglas County Planning	Advisory comments
Douglas County Schools	Advisory comments
Fire Life Safety	Approved
IREA	Approved
Parker Engineering	Advisory comments
Parker Police	No comments
Parker Water and Sanitation	Approved

SunMarke Station Community Association	No comments
Xcel	Advisory comments

IX. CONCLUSION

The applicant, JEN Colorado 18, LLC, is requesting the approval of sketch and preliminary plans for what is known as the "spine infrastructure" for Segment 1 of the development of Hess Ranch. The "spine infrastructure" includes the extensions to Stroh Road and Chambers Road and the creation of Spirit Trail Boulevard in order to connect Stroh Road and Chambers Road. This sketch and preliminary plan also includes the necessary drainage tracts to serve the new roadways. The applicant has submitted these applications ahead of the individual lotting sketch and preliminary plans in order to be able to start construction on the spine infrastructure before construction of the areas for the individual residential lots. The applicant has submitted sketch and preliminary plans for the individual residential lots for future development and these applications will come before Planning Commission for evaluation later in 2019.

X. RECOMMENDED CONDITIONS

1. The applicant shall dedicate utility easements as required on all Final Plats.

XI. 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

Aztec Consultants: Advisory Comments

LOOKING GLASS FILING NO. 1

SKETCH/PRELIMINARY PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO
1,135.86 ACRES

SHEET 7 OF 9
PLAT SHEET

town of parker

and section 6

Town of Parker Public Works/Engineering: Advisory Comments

Need to address minor comments prior to final plat approval

Public Service Company of Colorado: Advisory Comments

SUB18-049

Review Type	Public Service Company of Colorado 10
Reviewer	Donna George
Date Sent	6/24/2019 Today
Date Due	7/8/2019 Today
Status	ADVISORY COMMENTS
Remarks	see New Notes
Date Returned	6/26/2019 Today
Add to Timesheet	

Add Standard Notes

6/26/2019 7:05:41 AM (Donna George)
PSCo acknowledges the comment response and easements and has no further concerns at this time.

Douglas County Planning: Advisory Comments

SUB18-049

Type (Asc) GO

Chris Boyd

Planning Services Division 15

Addressing Comments:
No Comments

Engineering Comments:
- It is suggested that ROW for the future 4-lane Crowfoot Valley Road section, along with ROW for any auxiliary lanes, be acquired with this plat.

Planner Comments:
No Comments
5/28/2019 1:04:22 PM

Cherry Creek Basin Water Quality Authority
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
(P) 303.779.4525 (F) 303.773.2050

May 28, 2019

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

Subject: Hess Ranch (aka Looking Glass) – Subdivision Sketch Plan, Subdivision Preliminary Plan, and Spine Infrastructure
Case # SUB 18-051, SUB18-049, and SUB 18-050

Dear Mr. Workman:

The Cherry Creek Basin Water Quality Authority (Authority) has reviewed the subject project for point and non-point source pollutant impacts and water quality considerations in the Cherry Creek watershed. The Authority reviews land disturbance referrals for compliance with Control Regulation No. 72[1] and the Authority's CR-72 Stormwater Guidance Document[2].

Project Description:
The Hess Ranch (aka Looking Glass) – Subdivision Sketch Plan, Subdivision Preliminary Plan, and Spine Infrastructure plans for development of 1135.9 acres in the Town of Parker. The intent of this Filing No. 1 Sketch/Preliminary Plan is to establish the spine roadway and drainage infrastructure for Segment 1 of the property east of Spirit Trail Boulevard. The Sketch/Preliminary Plan also establishes seven (7) non-buildable Tracts across the 1135 acres that will need to be re-platted in the future to allow for development of the mixed-use neighborhood.

The Sketch/Preliminary Plan Filing No. 1 drainage improvements are provided to accommodate storm drainage needs from the primary road corridors. These drainage improvements are considered the initial phase, with future improvements needed with future development. The proposed drainage system implements a wholistic low maintenance stream approach. The approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. Generally, this establishes a dendritic drainage framework for a more sensitive and natural approach to drainage swales and stormwater detention facilities that will be located within open space corridors, Planning Areas, Lemon Gulch and the primary stream corridor which bisects the property.

Considerations:
The proposed project warrants review by the Authority because of its location within the Cherry Creek basin, and the change in imperviousness can impact runoff quantity and quality.

---

[1] Colorado Department of Public Health and Environment, Water Quality Control Commission, November 30, 2012. *Cherry Creek Reservoir Control Regulation 5CCR 1002-72.*
[2] Cherry Creek Basin Water Quality Authority, April 27, 2011. *Control Regulation 5 CCR 1002-72 Stormwater Permit Requirements Guidance Document.*

Cherry Creek Basin Water Quality Authority
8390 East Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
(P) 303.779.4525 (F) 303.773.2050

The Project will increase the site imperviousness, based on information provided by the applicant.

Review Comments:
Based on the review, the Authority has the following comments.

1. The Authority's CR 72 requires construction and post-construction BMPs. The approach to preserve or recreate branched stream network is consistent with the Authority's approach to maintaining the dendritic stream system.
2. The Final Drainage Report for Looking Glass - Major Drainageways Phase 1 describes temporary and permanent full-spectrum detention basins, the Authority requires that the temporary ones meet the CR 72 (provide required easements and maintenance) to ensure long-term water quality function until the phasing converts them to the permanent ones.
3. Provide more detail and information is needed (Construction Plans for post-construction BMPs and Grading and Erosion Control Plans for the construction BMPs) for complete review.

The Authority reserves the right to comment on subsequent / future submittals.

Respectively submitted,

Richard G. Borchardt PE, CFM
For the Cherry Creek Basin Water Quality Authority

cc: Chuck Reid, Manager, CCBWQA

SCO
CONSULTING, LLC

January 9, 2019

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

RE: Hess Ranch Planned Development Amendment No. 2 Z18-027, Looking Glass Sketch Plan SUB18-051, Looking Glass Preliminary Plan SUB18-049, and Looking Glass Final Plat SUB18-050.

Dear Mr. Workman;

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

According to the project narrative for the PD Amendment, the intent of this proposal is to amend the eastern 335.048 acres of the PD to adjust Planning Area (PA) boundaries and the proposed number of homes within each PA in response to the site topography and the Town of Parker and Urban Drainage and Flood Control District's request for a dendritic/low maintenance drainage design. The modifications to the PAs do not increase the total approved number of dwelling units permitted within the PD. The PD Amendment provides for an increase in the proposed open space. The modifications accommodate the refined road alignments, drainage and grading needs, and intersection locations for Chambers Road, Stroh Road and Hess Ranch Boulevard through the property.

According to the project narrative for the Sketch/Preliminary Plan, the intent of this Filing No. 1 Sketch/Preliminary Plan is to establish the spine roadway and drainage infrastructure for the initial phase of the property east of Hess Ranch Road. The Sketch/Preliminary Plan also establishes seven (7) non-buildable Tracts across the 1135 acres that will need to be re-platted in the future to allow for development of the mixed-use neighborhood. It is anticipated by the applicant that the first detailed Sketch/Preliminary Plan will be prepared for the initial phase of development, which will occur east of Hess Ranch Road.

According to the project narrative for the Final Plat, the intent of this Filing No. 1 Final Plat is to establish the spine roadway and drainage infrastructure. The Plat also establishes six (6) non-buildable Tracts that will need to be re-platted in the future to allow for development of the

residential neighborhood.

The Hess Ranch PD 2nd 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 Hess Ranch PD.

The Looking Glass Sketch Plan, Preliminary Plan and Final Plat No. 1 does not include a school site. The Trails at Crowfoot Final Plat No. 9 includes 10.638-acre Tract B representing one of the two Hess Ranch PD school sites. The other school site within Hess Ranch PD is shown on the Development Plan as Planning Area 19 totaling 11.38-acres. This brings the school site dedication for Hess Ranch PD to a total of 22.018- acres (10.638-acres + 11.38-acres = 22.018-acres).

The Anthology PD plan includes one 75-acre middle school/high school campus. This campus is intended to meet the needs of Hess Ranch PD 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 a total of 22.018-acres for school land, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess Ranch PD, DCSD requests cash-in-lieu for the additional 1.982- acres requested beyond the 22.018-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.

Further, DCSD requests that the applicant prepare a phase 1 environmental audit and a geo-tech report for the two school sites and provide copies to DCSD.

Additionally, with Hess PD 1st Amendment, DCSD asked for a voluntary mid-range contribution of $1952 per residential unit towards the Capital Mitigation component. 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

Steve Ormiston
Consultant to DCSD

CenturyLink
5025 N. Black Canyon Hwy
Phoenix, AZ 85015

January 2, 2019

Town of Parker Colorado
Community Development Department
20120 Mainstreet
Parker, CO 80138

CenturyLink File No. P811400

Re: Case No. SUB18-051 Hess Ranch
SW Corner of Stroh Rd. & Crowfoot Valley Rd., Parker, CO

This is in response to the request from the Town of Parker, Colorado for the preliminary site plan review of Case No. SUB18-051 Hess Ranch. CenturyLink has reviewed the site plan and has determined that CenturyLink has no objections to the site plan as submitted.

NOTE: Please be aware that there are buried CenturyLink Facilities located along the west side of Crowfoot Valley Road.

Respectfully,

Karen Caime

Karen Caime
Network Real Estate
Karen.Caime@centurylink.com
P811400

Planning Commission Staff Report

Planning Commission Date:	**8/1/2019**
Town Council Date:	**8/19/2019**
Hearing Type:	**Public Hearing** **UNPLATTED – HESS RANCH Rezoning** **TRAKiT No(s): Z18-027**
Location:	**Northwest corner of Crowfoot Valley Road and Stroh Road**
Project Planner:	**Paul Workman, Senior Planner**
Applicant:	**Larry Jacobson, JEN Colorado 18, LLC**
Executive Summary:	**The applicant is requesting to amend the Hess Ranch Planned Development in order to meet current development trends and current requirements for development.**
Staff Recommendation:	**Approval**

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the requested Hess Ranch Planned Development rezoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the requested Hess Ranch Planned Development rezoning, subject to the following conditions:"
-List proposed conditions

"I move the Planning Commission recommend Town Council deny the requested Hess Ranch Planned Development 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 Hess Ranch Planned Development rezoning to a future date."

I. BACKGROUND/DISCUSSION

The subject property is generally located at the southwest corner of Crowfoot Valley Road and Stroh Road. The site is currently undeveloped and surrounded by an undeveloped site to the north (Anthology North), unincorporated Douglas County residential development, the Meadowlark development and the Trails at Crowfoot development to the east, undeveloped parcels located in unincorporated Douglas County to the south and the balance of the Hess Ranch development (currently undeveloped) to the west.

The applicant, JEN Colorado 18, LLC, is requesting the approval of a zoning amendment to the Hess Ranch Planned Development (PD). Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

- Amend the boundaries of Planning Areas 6, 7, 8, 9, 21 and 25. The applicant is requesting to amend these Planning Area boundaries to support improved subdivision design. Specifically, the driving force behind their subdivision layout is called "Dendritic Design". Dendritic design is a way of designing a subdivision layout in order to respond to natural features (floodplains, drainage ways, topography, etc.) in a way that incorporates those natural features into the subdivision design as opposed to ignoring or removing the natural features that are present. It is important to note that while the Planning Area boundaries are proposed to be reconfigured, there is no increase in the overall number of units that are currently entitled in these Planning Areas and the applicant is proposing an increase in the open space of roughly 10 acres.

Lot Standards Revisions:

- Revise lot size standards to accommodate market demand for attached housing types. With a few exceptions, the current Hess Ranch PD does not distinguish a minimum lot size or width for an attached single-family residential product. Instead, the PD contemplates a standard minimum lot size of 3,500-square feet and no minimum lot width for single-family attached residential products. Therefore, the applicant is proposing a minimum lot size of 1,500-square feet for a paired/townhome residential product with a 20-foot minimum lot width and a minimum lot size of 2,100-square feet for a duplex product with a 20-foot minimum lot width. The requested lot standards are common lot standards for these types of home products and are consistent with other lot size requirements for similar home products in the Town.

Rezoning Planning Area 9:

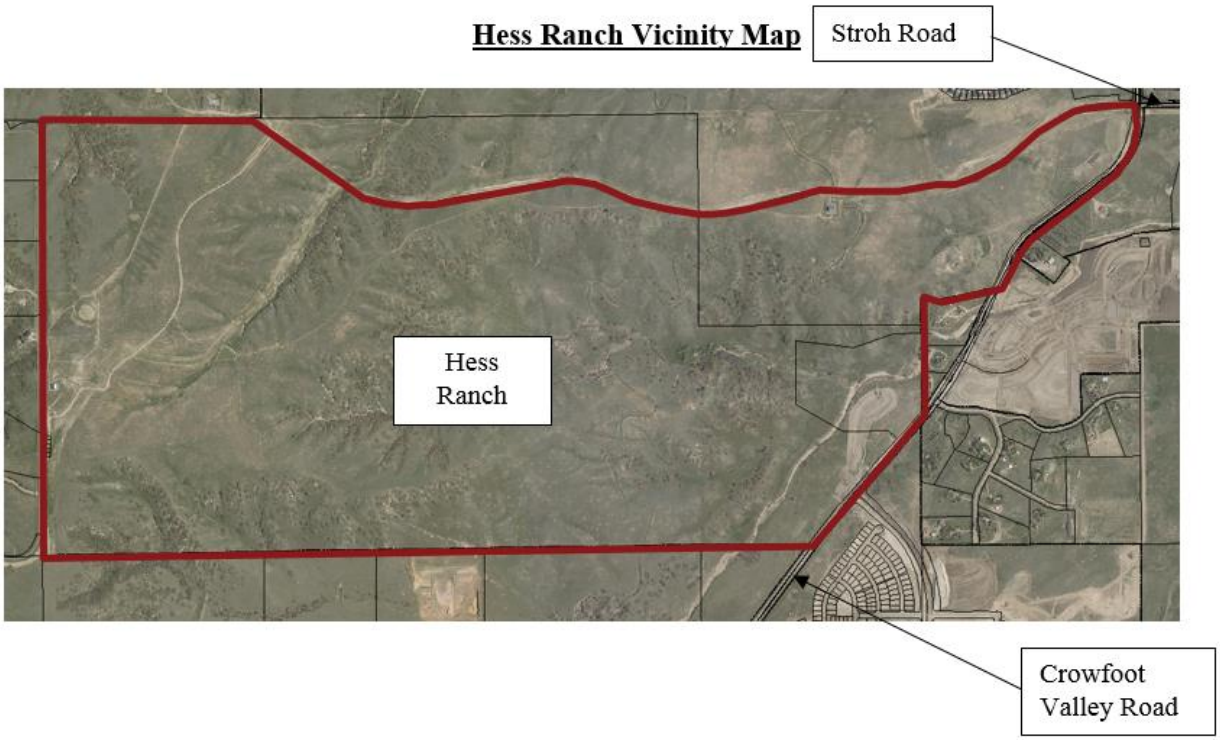
- Rezone Planning Area 9 from MU Mixed-Use to a Residential SFe designation to address topographic constraints and support the dendritic design approach. Presently, Planning Area 9 sits about 38-feet higher than the intersection of Stroh Road and Crowfoot Valley Road. Therefore, significant grading and site disturbance would be required to accommodate access points and circulation routes to make this Planning Area viable for commercial development.

Partial Waiver Resolution Compliance:

- Implement the Partial Waiver Resolution requirement for commercial uses on a minimum one-third (1/3) of MU Mixed-Use Planning Areas 3, 4, 12 and 14 (to be developed with Segment 2). In May of 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer specific submittal requirements generally required during the submittal of a sketch and preliminary plan in order to allow the applicant to parse the development of the 1,100 acres that account for the Hess Ranch property into two segments of development. The Partial Waiver Resolution allowed the applicant to defer the submittal of detailed documents for Segment 2 until there is proposed development for Segment 2. As a part of granting permission to allow the applicant to parse the Hess Ranch property into two segments, Town Council approved this request subject to certain developer obligations. One of those obligations was to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Areas 3, 4, 12 and 14 be zoned to only allow for commercial uses.

  The requirement for one-third (1/3) of these Planning Areas to be developed for commercial uses was borne out of the Town of Parker 2035 Master Plan language for Neighborhood Centers. This language states; *"In general, a Neighborhood Center shall have no less than 33 percent or eight (8) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use."* The intent of this language is to ensure that there is meaningful commercial development within identified Neighborhood Centers. This will ensure commercial services are available to current and future residents of the Town while helping to maintain the fiscal health of the Town. One-third (1/3) of the total area of Planning Areas 3, 4, 12 and 14 is roughly 22 acres that will be developed strictly for commercial uses.

Hess Ranch Vicinity Map



Segment 1 Project Area

	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

PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) and zoned for a variety of residential and commercial uses.
2003	The west half of the subject property was voluntarily annexed by the Town (Ordinance 2.140) and zoned as PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to allow a variety of residential and commercial uses.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses.
2015	The current PD-Planned Development zoning covering the subject property was approved by Town Council and allows for a variety of residential and commercial uses.

II. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Hess Ranch Planned Development		
Master Plan Area	Low-Density Residential		
Site Acreage	1,135.86 acres		
Subdivision	Hess Ranch (under review)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	**Zoning**	**Existing Use**
North	Medium Density Residential	PD - Planned Development	Undeveloped
South	Douglas County	Douglas County Zoning	Undeveloped
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Crowfoot Valley Road and single-family detached residential units
West	Medium Density Residential	PD - Planned Development	Undeveloped

III. PARKER 2035 MASTER PLAN

Parker 2035 Master Plan | Town of Parker - Official Website

MASTER PLAN CONSISTENCY	
Master Plan Designation	Low Density Residential ☒ **Consistent** ☐ **Inconsistent**
Master Plan Character Discussion	**Low Density Residential:** Consists of an overall gross density of 2.2 dwelling units per acre. Higher densities

	for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.B Land Use 1.D Land Use 1.E Land Use 1.F Land Use 1.G Land Use 1.H Land Use 1.I Housing and Neighborhoods 2 Housing and Neighborhoods 2.A Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Natural Resource Protection 1 Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 1.C Natural Resource Protection 2 Natural Resource Protection 2.A Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.B Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F Natural Resource Protection 4.G Natural Resource Protection 4.H 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 low density residential uses per the General Land Use Plan. The proposed amendments to the Hess Ranch PD will facilitate the development of single-family attached and detached homes in accordance with the low density residential designation for the entirety of the Hess Ranch property.

IV. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezonings)			
Provisions	**Current**	**Proposed**	**Analysis**
Setbacks	Based on the Planning Area designation and the type of residential development that is proposed.	No change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Lot Size	3,500-square feet and no minimum lot frontage.	3,500-square feet for single-family detached residential. 1,500-square feet and a minimum lot width of 20-feet for townhome units. 2,100-square feet and a minimum lot width of 20-feet for duplex units.	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Units Per Acre	A maximum of 3,379 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, Triplex and Fourplex Units. Townhome Units. Live Work Units Age Targeted Housing 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 ☐ N/A

Height/Stories	35-feet	No Change.	☐ Consistent ☐Inconsistent ☒ No Change ☐ N/A
Staff Analysis	The request to amend certain lot standards in the Hess Ranch 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.		

V. DESIGN REVIEW

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

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Hess Ranch development will be served by Stroh Road and Chambers Road extensions. A new collector street, Spirit Trail Boulevard, will be constructed to connect these two arterial streets. The Stroh Road and Chambers Road extensions provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's Transportation Master Plan. As future segments of Hess Ranch are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development as it has been contemplated in the approved Planned Development since 2015.

At full capacity, Stroh Road and Chambers Road will be four and five lane arterial roadways, respectively. However, as agreed to in the annexation agreement for Hess Ranch, the applicant is responsible for designing and grading the entirety of these roadways, but will only be constructing the southern three lanes of these arterials. The Town will construct the northern three lanes of Chambers at some point in the future when traffic counts warrant the expansion of these roadways, and the developer of the adjacent property to the north will construct the remainder of Stroh Road. The expansion of these roadways will be done as a part of a future Capital Improvement Program (CIP) process.

Stroh Road, Chambers Road and Spirit Trail Boulevard will provide access to the future filings for planned individual residential lots. All future access from these roadways will meet the Town's spacing criteria. The applicant has submitted these applications ahead of the individual lotting sketch and preliminary plans in order to be able to start construction on the infrastructure that will support construction of the areas for the individual residential lots. The construction schedule for the infrastructure is longer than the construction schedule for the residential lot areas and will allow the applicant to have the infrastructure in place in time for the residential areas.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

   Applicant's Response:

   The PD Amendment is being requested primarily due to the desire to accommodate a more sensitive and natural approach to the drainage systems throughout the site. As such, designated open space areas, planning area boundaries and road alignments have been modified to accommodate development, drainage and open space in harmony.

   Staff Analysis:

   The request to amend the Hess Ranch PD is primarily a reflection of the dendritic design. In an effort to ensure that natural features are incorporated into the subdivision design, the Planning Area boundaries need to be revised. Additionally, the rezoning will create minimum lot standards for townhome and duplex residential products and rezone an area to allow for residential uses where the Planning Area is too constrained to feasibly develop the Planning Area for commercial uses. Moreover, the applicant is fulfilling one of their obligations of the Partial Waiver Resolution to ensure one-third of the total developable area in Planning Areas 3, 4, 12 and 14 (Segment 2) will be developed for commercial purposes.

   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:

   The PD Amendment as requested will not modify the previously approved land uses, density or number of dwelling units with the exception of PA-9 which is proposed to be amended from MU (Commercial and 36 dwelling units), to SFe. The requested change is a result of the realization of the significant site constraints that would limit the viability of commercial development on the site. Due to the significant site topography on the planning area, specifically the grade difference between the site itself and the existing intersection of Stroh Road and Crowfoot Valley Road/Motsenbocker Road, the commercial on the site would be severely limited. Thus, the development of the site with residential uses is much more feasible.

   The roadway network planned to serve the proposed homes in PA-9 results in the roadway network being 38 feet higher than the intersection of Stroh Road and Crowfoot/Motsenbocker Roads. This road network for the PA-9 residential layout also requires the access to the neighborhood to be located approximately 1,200 feet from the intersection of Stroh Road and Crowfoot Valley Road. Commercial users would have to travel this distance through the residential neighborhood to access the commercial. This distance coupled with the grade differential would preclude any commercial uses from being viable.

However, the grade differential is beneficial in creating a grand entry sequence for the Looking Glass community. Due to the grade differences, lots will need to be setback significantly from the intersection, leaving a large area in which entry monumentation and landscaping can be incorporated. This area will allow for the establishment of the community positioning and vision that will be carried out throughout the site.

Additionally, the dendritic design led to many of the proposed changes in the PD. The approach uses techniques to reduce the increased runoff from development to levels closer to natural pre-developed watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. The intent creates desirable stream-focused open spaces for Looking Glass.

Elements of this holistic low-maintenance stream approach include:

1. Laying out a development to align open spaces along stream features, preserving or re-creating a branched stream network that extends beyond traditionally defined major drainage ways (streams draining areas of 130 acres or more). This finer branched stream network replicates the function of natural first and second order streams and extends upstream to storm sewer outfalls draining areas of about 10 to 40 acres.

2. A series of well-vegetated swales that comprise the finer stream network. The swales serve to slow flow velocities, infiltrate and filter runoff, and attenuate peak flows. The swale network replaces a portion of a storm sewer system that would exist in a traditional development.

3. Strategically distributing full spectrum detention basins such that increased runoff from streets, and lots gets treated and attenuated prior to entering the primary natural streams in the community.

4. Stabilizing streams using softer methods based on hydrology that is managed so that runoff peaks, volumes, and frequency are closer to conditions experienced in natural watersheds. A significant part of the softer approach is to establish functional cross-sectional geometries with active channels situated within adjacent vegetated floodplain benches to spread flood flows and manage velocities, shear forces, and sediment transport.

Implementing this low maintenance stream approach has required close collaboration between all the members of the project team – owner representatives, development engineer, planner/landscape architect, stormwater engineer, and others – to create lot and street layouts, trail alignments, park concepts, grading plans, and stormwater features that all work together to meet the objectives for the community. The result is an open space plan that maintains the beneficial functions of the stream network, enhances water quality, achieves Town stormwater criteria, and is anticipated to reduce long-term maintenance costs for stormwater infrastructure.

Staff Analysis:
The requested rezoning will not change the allowed uses within individual Planning Areas nor will the total number of allowable residential units change. The subject property is the correct site for this rezoning request because there are significant features on the property that are unique to this property that are proposed to be incorporated into the subdivision design through the dendritic design. This could not be achieved without the modification of Planning Area boundaries. The change from MU Mixed-Use to SFe for Planning Area 9 is correct for this site because the topography of the site is unique and does not lend itself to viable commercial development. The change to the lot standards is necessary in order to establish lot standards that accommodate the types of residential uses that are allowed by the zoning. The assurance of commercial development in Planning Areas 3, 4, 12 and 14 is necessary as this was a condition of the Partial Waiver Resolution approved by Town Council.

Based on this analysis, the proposal meets this criterion.

3. There has been an error in the original zoning; or
Applicant's Response:
There is no error in the Hess Ranch PD Zoning. The drainage and road alignments were conceptual and through further refinement it has been determined that an amendment would better accommodate the intended use of the land.

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 area continues to change as new developments are being constructed. The PD Amendment is primarily driven by a new direction in the dendritic drainage patterns.

Staff Analysis:
The existing zoning for the subject property was approved in 2015, but many of the lot standards have not changed since the site was rezoned in 2003. Over the course of the last 16 years, the market demands for housing have changed and led to a need to amend the lot standards in this Planned Development. Additionally, new residential development has occurred on the east side of Crowfoot Valley Road with current standards. Therefore, in order to create consistent development standards in this area of Town, it is necessary to modify the lot standards in the Hess Ranch PD.

The applicant desires, and staff supports, a dendritic design of the subdivision as opposed to a more traditional approach. This represents a change in the fundamental approach to the development of the property and would not be able to be accomplished without amending the Planning Area boundaries.

The requested zone change for Planning Area 9 is a result of the site's topography. Given the drastic change in topography detailed earlier in this staff report, Planning Area 9 no longer represents a viable commercial opportunity.

Finally, Town Council approved a Partial Waiver Resolution to allow the applicant to defer certain submittal requirements for Segment 2 of the Hess Ranch development. As a condition of this approval, the applicant is required to process this zoning request to ensure that one-third (1/3) of the developable area for Planning Areas 3, 4, 12 and 14 are zoned strictly for commercial uses.

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:
   The PD Amendment request will facilitate and enable the development of significant regional road improvements needed in the area. The roads are designed to accommodate the transportation needs of not only this neighborhood but the surrounding commuting traffic as well. The PD Amendment does not increase the approved number of homes. However, it does eliminate the commercial development originally proposed for the Mixed-Use area in PA-9. The elimination of the commercial use decreases the anticipated average daily vehicle trips in this area.
   As such, the proposed roads as designed will continue to accommodate not only the needs of the neighborhood but the surrounding community as well.

   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 VI 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:
   The PD Amendment request will not create a change to any municipal services that were previously anticipated by the Town.

   Staff Analysis:
   There are no municipal service costs that the Town is not prepared to meet.

   Based on this analysis, this criterion has been met.

7. There are minimal environmental impacts or impacts can be mitigated.
   Applicant's Response:

The PD Amendment request will not change any environmental condition that was previously anticipated. Rather to the contrary, the modifications to the Planning Area boundaries permit better quality dendritic/low maintenance drainage infrastructure which will better accommodate the proposed more natural design of the drainage systems and the preservation of the steeper slope areas of the site. An added benefit to this drainage design approach is the preservation of a significant amount of existing vegetation on the site. The Tree Conservation and Mitigation Plan provides an inventory and analysis of the existing vegetation which consists primarily of large stands of Gamble Oak and Ponderosa Pine. Large areas of existing vegetation are being preserved within the open space designated as such in part due to the dendritic design and in the proposed parks within the Planning Areas.

Staff Analysis:
There are no known additional environmental impacts associated with the requested rezoning and no referral agencies have indicated any additional environmental impacts. The implementation of the dendritic design is specifically intended to be sensitive to and incorporate environmental considerations. Therefore, environmental impacts will be as minimal as possible.

Based on this analysis, this criterion has been met.

8. The proposal is consistent with the Town Master Plan, maps, goals, and policies.
Applicant's Response:
The PD Amendment request remains consistent with the Town of Parker 2035 Master Plan as determined by the approval of the PD by Town Council in September of 2015. One exception is proposed for PA-9 located at the southwest corner of the intersection of Stroh Road and Crowfoot Valley Road. This corner is designated on the Town's Master Plan as Neighborhood Commercial Center and was designated in the Hess Ranch PD for Mixed Use (MU) allowing for both commercial uses and 36 residential dwellings. As discussed above in Item B, this corner is severely constrained and not viable for commercial development. The steep topography limits the ability to access the site thereby limiting the viability of commercial development. The Planning Area as designated on the PD as Mixed Use sits approximately 38 feet higher than Stroh Road, with similar topography constraints along Crowfoot Valley Road. Thus, the development of the Planning Area is much more feasible for single family homes. Overall, the proposed amendment maintains the majority of the anticipated land uses, maps, goal and policies of the Town's Master Plan.

Staff Analysis:
As detailed in Section III 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:

The PD Amendment request does not propose any change to land uses that would impact or change any of the obligations related to services or the needs of the developing community. The proposed number of dwelling units remains the same for Segment 1 as was originally intended with the PD. As such, there are not additional impacts to services, school needs or parks.

Staff Analysis:

The Parker Water and Sanitation District has indicated an ability to serve the subject property and the applicant will be required to satisfy the school dedication requirements from the Land Development Ordinance. As a part of the sketch plan and preliminary plans applications for the individual residential lots (SUB19-021 and SUB19-022), staff will evaluate and the applicant will be required to meet all park and open space dedication requirements.

Based on this analysis, this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Douglas County Planning	Advisory comments
Douglas County Schools	Advisory comments
Fire Life Safety	Advisory comments
IREA	Approved
Parker Engineering	No comments
Parker Police	No comments
Parker Water and Sanitation	Approved
Public Service Company of Colorado	Advisory comments
SunMarke Station Community Association	No comments

IX. CONCLUSION

The subject property is generally located at the southwest corner of Crowfoot Valley Road and Stroh Road. The site is currently undeveloped and surrounded by an undeveloped site to the north (Anthology North), unincorporated Douglas County residential development, the Meadowlark development and the Trails at Crowfoot

development to the east, undeveloped parcels located in unincorporated Douglas County to the south and the balance of the Hess Ranch development (currently undeveloped) to the west.

The benefits of the approval of the requested Hess Ranch Planned Development rezoning will be the implementation of the dendritic design, the incorporation of more open space than what was initially anticipated in the existing zoning and the assurance that one-third (1/3) of Planning Areas 3, 4, 12 and 14 (in Segment 2) will be developed for commercial uses.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Development Plan
3. Proposed PD Guide
4. Referral Agency Comments

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director

June 20, 2019

Mr. Paul Workman, Senior Planner
Town of Parker Community Development
20120 East Mainstreet
Parker, CO 80138

RE: Hess Ranch Filing No. 1 (Looking Glass) Sketch/Preliminary Plan for Infrastructure

Dear Paul,

The Henry Design Group, Inc., on behalf of JEN Colorado 18, LLC., the landowner and Front Range Communities, LLC the applicant, is pleased to submit this narrative in support of the proposed Filing No. 1 Sketch/Preliminary Plan for infrastructure. The following information is provided in accordance with Section 13.07-060 and 13.07-070 of the Town of Parker Land Development Code.

1. Applicant / Design Team

Owner/Applicant:
JEN Colorado 18, LLC
Front Range Communities, LLC
Matthew Osborn 303-589-5970
Lawrence Jacobson 303-748-5466
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
mosborn@frontrangecommunities.com
ljacobson@frontrangecommunities.com

Planner/Landscape Architect:
The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:
EMK Consultants, Inc.
Eric McDaniel, PE
7006 S. Alton Way, Building F
Centennial, CO 80112
303-694-1520
emcdaniel@emkc.com

Drainage Engineer:
Muller Engineering Company
Jim Wulliman, PE
777 S. Wadsworth Blvd, Suite 4-100
Lakewood, CP 80226
303-988-4939 x 231
jwulliman@mullereng.com

2. Project Location

Hess Ranch (Looking Glass) Filing No. 1 Sketch/Preliminary Plan for infrastructure consists of 1135.8589 acres of gently rolling terrain in a developing area of the Town of Parker. The site is generally described as being located in Section 33 of Township 6 South and portions of Sections 4, 5 and 6 of Township 7 South, Range 66 West of the 6th PM. The site is bounded to the north by Stroh Road and Anthology North, to the east by Crowfoot Valley Road; to the west by Douglas County land zoned A-1 and to the south by agricultural land in Douglas County.

3. Filing 1 Sketch/Preliminary Plan for Infrastructure Intent

The site is currently zoned Planned Development (PD) in Town of Parker for a variety of land uses. The intent of this Filing No. 1 Sketch/Preliminary Plan is to establish the spine roadway and drainage infrastructure for Segment 1 of the property east of Spirit Trail Boulevard. The Sketch/Preliminary Plan also establishes eight (8) non-buildable Tracts across the 1135 acres that will need to be re-platted in the future to allow for development of the mixed-use neighborhood. It is anticipated that the first detailed Sketch/Preliminary Plan for individual developable lots will be prepared for Segment 1.

The primary roadways included within the Sketch/Preliminary Plan are the design of Stroh Road from Crowfoot Valley Road to Spirit Trail Boulevard (Collector); Spirit Trail Boulevard from Stroh Road to Chambers Road; and Chambers Road from Spirit Trail Boulevard to Crowfoot Valley Road.

The Sketch/Preliminary Plan Filing No. 1 for infrastructure drainage improvements are provided to accommodate storm drainage needs from the primary road corridors. These drainage improvements are considered the initial phase, with future improvements necessary with the design of the development areas. The proposed drainage system implements a wholistic low maintenance stream approach. The approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. Generally, this establishes a dendritic drainage framework for a more sensitive and natural approach to

drainage swales and stormwater detention facilities that will be located within open space corridors, Planning Areas, Lemon Gulch and the primary stream corridor which bisects the property. Additionally, the wholistic low maintenance stream approach aids in preserving more of the existing native vegetation.

The more specific design at time of the detailed Sketch Plan and Preliminary Plan for individual developable lots will reinforce the modifications proposed by the accompanying PD Amendment which includes a more sensitive design to the site's natural topography, existing vegetation and drainage system. The PD also provides additional open space, and a comprehensive trail network while incorporating a more natural approach to the drainage system including vegetated swales to convey storm drainage from within the Planning Areas to the primary natural drainage corridors and detention facilities.

4. Zoning

The proposed Sketch/Preliminary Plan for infrastructure is in conformance with the proposed PD Amendment for to the Hess Ranch PD. The eight (8) Tracts indicated on the Sketch/Preliminary Plan are designated on the PD Plan Amendment for a variety of future residential uses, mixed uses, parks, open space and schools. The concurrent PD Amendment application proposes modifications to Segment 1 of the Hess Ranch PD. The amendment provides for minor adjustment to the Planning Area Boundaries and the proposed number of dwelling units within each Planning Area in response to the site's topography, existing vegetation and proposed natural, low maintenance drainage system. The PD Amendment does not increase the number of dwelling units permitted in Segment 1 of the original Hess Ranch PD.

5. Surrounding Land Uses

North: Town of Parker - Anthology North PD – Residential
South: Douglas County A-1
East: Town of Parker – Meadowlark PD and Douglas County A-1 and RR
West: Douglas County A-1

6. Development Schedule

The area proposed within the initial phase of development located east of Spirit Trail Boulevard is anticipated to have the entitlement process complete in summer of 2019 with infrastructure commencing as soon as possible after infrastructure plans have been approved. Buildout of this initial phase is predicted to occur over the next three (3) to five (5) years. Future phases will occur based on market demand.

7. Filing No. 1 Sketch/Preliminary Plan for Infrastructure

The following plans and reports are Included with the Filing 1 Sketch/Preliminary Plan for infrastructure submittal:

a. Sketch/Preliminary Plan Exhibit
b. Roadway Construction Plans and documents
c. Drainage Report and Plan
d. Utility Report and Construction documents
e. Master Street Tree plan
f. Traffic Impact Analysis

g. Geology/Soil Report
h. Existing Conditions Map
i. Tree Inventory to follow under separate cover

Overall, this Sketch/Preliminary Plan for Infrastructure establishes the framework for the Final Plat which is the next step to facilitate the design and construction of the infrastructure necessary for the development of Looking Glass. As proposed, the Sketch/Preliminary Plan for infrastructure is in conformance with the Hess Ranch-North Parcel PD as amended and the Town of Parker 2035 Master Plan.

Thank you for your time and consideration of the Hess Ranch- Looking Glass Filing No. 1 Sketch/Preliminary Plan for infrastructure. As always, we look forward to continuing to work with the Town to see this exciting neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

Karen Z. Henry
President, Henry Design Group, Inc.

cc: Matthew Osborn, and Lawrence Jacobson Front Range Communities, LLC
Eric McDaniel, EMK Consultants, Inc.

Public Service Company of Colorado: Advisory Comments

Z18-027

Type (Asc) GO

REVIEWS

Donna George

Public Service Company of Colorado 10

PSCo acknowledges the comment response and easements and has no further concerns at this time.
6/26/2019 7:14:07 AM

Fire Life Safety: Advisory Comments

Z18-027

Type (Asc) GO

REVIEWS

Randy Capra

FIRE LIFE SAFETY 20

Fire Life Safety has no issue with the proposed zoning for this project; comments for the preliminary plan and spine roads have been made on each respective application.
1/24/2019 10:55:02 AM

SCO
CONSULTING, LLC

January 9, 2019

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

RE: Hess Ranch Planned Development Amendment No. 2 Z18-027, Looking Glass Sketch Plan SUB18-051, Looking Glass Preliminary Plan SUB18-049, and Looking Glass Final Plat SUB18-050.

Dear Mr. Workman;

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

According to the project narrative for the PD Amendment, the intent of this proposal is to amend the eastern 335.048 acres of the PD to adjust Planning Area (PA) boundaries and the proposed number of homes within each PA in response to the site topography and the Town of Parker and Urban Drainage and Flood Control District's request for a dendritic/low maintenance drainage design. The modifications to the PAs do not increase the total approved number of dwelling units permitted within the PD. The PD Amendment provides for an increase in the proposed open space. The modifications accommodate the refined road alignments, drainage and grading needs, and intersection locations for Chambers Road, Stroh Road and Hess Ranch Boulevard through the property.

According to the project narrative for the Sketch/Preliminary Plan, the intent of this Filing No. 1 Sketch/Preliminary Plan is to establish the spine roadway and drainage infrastructure for the initial phase of the property east of Hess Ranch Road. The Sketch/Preliminary Plan also establishes seven (7) non-buildable Tracts across the 1135 acres that will need to be re-platted in the future to allow for development of the mixed-use neighborhood. It is anticipated by the applicant that the first detailed Sketch/Preliminary Plan will be prepared for the initial phase of development, which will occur east of Hess Ranch Road.

According to the project narrative for the Final Plat, the intent of this Filing No. 1 Final Plat is to establish the spine roadway and drainage infrastructure. The Plat also establishes six (6) non-buildable Tracts that will need to be re-platted in the future to allow for development of the

residential neighborhood.

The Hess Ranch PD 2nd 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 Hess Ranch PD.

The Looking Glass Sketch Plan, Preliminary Plan and Final Plat No. 1 does not include a school site. The Trails at Crowfoot Final Plat No. 9 includes 10.638-acre Tract B representing one of the two Hess Ranch PD school sites. The other school site within Hess Ranch PD is shown on the Development Plan as Planning Area 19 totaling 11.38-acres. This brings the school site dedication for Hess Ranch PD to a total of 22.018- acres (10.638-acres + 11.38-acres = 22.018-acres).

The Anthology PD plan includes one 75-acre middle school/high school campus. This campus is intended to meet the needs of Hess Ranch PD 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 a total of 22.018-acres for school land, and DCSD's request for two 12-acre elementary school sites totaling 24-acres to be located in the Hess Ranch PD, DCSD requests cash-in-lieu for the additional 1.982- acres requested beyond the 22.018-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.

Further, DCSD requests that the applicant prepare a phase 1 environmental audit and a geo-tech report for the two school sites and provide copies to DCSD.

Additionally, with Hess PD 1st Amendment, DCSD asked for a voluntary mid-range contribution of $1952 per residential unit towards the Capital Mitigation component. 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

Steve Ormiston
Consultant to DCSD

January 29, 2019

Paul Workman,
Senior Planner
20120 E Mainstreet
Parker, CO 80138
pworkman@parkeronline.org

RE: Hess Ranch PD 2nd Amendment (Z18-027)
Hess Ranch Sketch Plan – AKA Looking Glass (SUB18-051)
Hess Ranch Preliminary Plan – AKA Looking Glass (SUB18-049)
Hess Ranch F1 – Spine Infrastructure (SUB18-050)

Dear Mr. Workman,

Douglas County appreciates the opportunity to comment on land use applications of mutual interest. Below please find substantive and technical comments in response to the applications.

Substantive Comments:

- The proposed amendment to the Hess Ranch PD proposes to reduce the established community separation buffer from 250 feet to 50 feet along the southern boundary of Planning Area 25. This is an extremely large reduction in the separation buffer. Long-standing policies in both the Town and County's Master Plans encourage the provision of community separation buffers and appropriate open space transitions between communities and jurisdictions. Douglas County opposes the reduction in the community separation buffer based on the following policies in County and Town Master Plans:

    - "Establish community separators to maintain community identity and sense of place." (Objective 3-1D, 2035 Douglas County Comprehensive Master Plan)

    - "Maintain community separators through the identification of suitable land uses and appropriate location of development. Land uses that do not maintain community separation are inconsistent with this Plan." (Policy 3-1D.1, 2035 Douglas County Comprehensive Master Plan)

    - "Support the establishment and enhancement of community separators by creating open space buffers, utilizing natural landforms and significant tree plantings to help screen views and provide wildlife habitat." (Policy 2-6B.3, 2035 Douglas County Comprehensive Master Plan)

    - "Increase the amount of open space using the criteria set forth in the Open Space, Trails and Greenways Master Plan which emphasizes supporting a regional greenway network that provides a community separation buffer from development in neighboring jurisdictions while maintaining the viability and connectivity of the natural ecosystem." (Chapter 6, Goal 1.D., Parker 2035 Master Plan)

- "Encourage transitions between different land uses and intensities." (Chapter 6, Goal 1.E., Parker 2035 Master Plan)

- "Provide interconnected open space that is integrated into the community; and preserve and protect valued open lands such as natural areas and community separators." (Chapter 13, Goal 3, Parker 2035 Master Plan)

- "Community Identity and Separation. Open space buffers help guide growth and maintain community identity. They provide a transitional "edge" between the Town and other incorporated and unincorporated communities. The Intergovernmental Agreements between the Town of Parker and Douglas County and the Town of Parker and the City of Lone Tree are regulatory step towards maintaining these buffers." (Chapter 2, What Parker Values, Town of Parker Open Space, Trails and Greenways Master Plan)

- The full separation buffer is identified in existing Town open space maps:
    - Map 1: Existing and Approved Open Space, Town of Parker Open Space, Trails and Greenways Master Plan
    - Map 3: Missing Trail Connections, Town of Parker Open Space, Trails and Greenways Master Plan

<u>Technical Comments:</u>

- The Engineering Division reviewed the applications and had no comment.
- Addressing Analyst:
    - Requested clarification regarding whether the subdivision name is Hess Ranch or Looking Glass.
    - In addition to the extension of Stroh Road and S. Chambers Road, the street name of Hess Ranch Road is approved for use in this plat.
    - Please be sure to add the required south pre-directional to Chambers Road since this road continues south into Douglas County and also contains a northern portion within the Denver Metro area.

Thank you for the opportunity to provide comment. Please don't hesitate to contact me if you have questions.

Thanks,

Dan Avery, AICP
Chief Planner

ANADARKO PETROLEUM CORPORATION
MAIN (720) 929-6000
1099 18TH STREET, SUITE 1800 • DENVER, COLORADO 80202

July 31, 2019

VIA E-MAIL

Town of Parker – Planning Division
Paul Workman, Senior Planner
20120 E Mainstreet
Parker, CO 80138
pworkman@parkeronline.org

NOTICE OF MINERAL INTERESTS OWNED BY ANADARKO LAND CORP. AND ANADARKO E&P ONSHORE LLC AND OBJECTION

Re: Hess Ranch Planned Development Plan Amendment
Henry Design Group on behalf of Front Range Communities
Township 7 South, Range 66 West
Parts of Sections 4, 5, and 6
Township 6 South, Range 66 West
Part of Section 33
Douglas County, Colorado

Mr. Workman:

This objection and notice letter is submitted to the Town of Parker (the "Town") on behalf of Anadarko Land Corp. ("ALC") and Anadarko E&P Onshore LLC ("AEP") with respect to the Hess Ranch Planned Development Plan Amendment that has been submitted for approval to the Town by Front Range Communities ("Applicant") for the property referenced above in Douglas County ("Property").

ALC and AEP (together the "Anadarko entities") own all or part of the mineral interests which underlie the Property in Section 33, Township 6 South, Range 66 West and Section 5, Township 7 South, Range 66 West including the oil and gas and coal and other hard rock minerals.

The following are comments in support of this Notice and Objection:

1. Ownership of the Hard Rock Mineral Interests and the Oil and Gas Interests.

ALC owns hard rock minerals, including the coal, which underlie part of the Property. The Anadarko entities together own the oil and gas that underlie part of the Property.

2. There is Clear Statutory Authority and Direction for the Town to Take Into Account the Rights of Mineral Interest Owners in Its Consideration of Applications for Development.

The State of Colorado recognizes the important rights of mineral owners and lessees in C.R.S. § 30-28-133(10) which states and acknowledges that both the mineral estate and the surface estate are interests in land and that the two interests are "separate and distinct." The subsection specifically recognizes that the owners of subsurface mineral interests and their lessees have "the same rights and privileges as surface owners."

3. Owners of Split Estates Must Exercise Their Rights in a Way that Gives Due Regard to the Rights of the Other.

Colorado law provides that the mineral owner has the right of reasonable access to and use of the surface estate to extract minerals and that the mineral estate owner and the surface estate owner are to give due regard to the rights of the other and reasonably accommodate each other's rights.

The mineral interests of the Anadarko entities have significant value and consequently they are concerned that the approval by the Town of a final application for development and the subsequent build-out of the Property will impair the ability of the Anadarko entities to develop their mineral and oil and gas interests.

4. The Anadarko Entities Have No Agreements with the Applicant that would Protect their Valuable Assets and provide for the Joint Use of the Property for Potentially Conflicting Surface Uses.

Although in some areas of Colorado the current Colorado Oil and Gas Conservation Commission rules and regulations provide for the location of wells in a quarter section where the Property is located- generally in the center of each quarter quarter section, or one oil and gas operations area within each forty acres – the Anadarko entities and surface owners/developers/applicants typically try and negotiate locations that may be outside these established drilling windows. This is done to provide for the best use of the surface by the Applicant as well as allow for proper development of the minerals and oil and gas. However, at this time, no agreement concerning alternative locations has been finalized.

The Anadarko entities or their lessees have rights to drill wells and locate associated drilling and production equipment on the Property and to conduct future operations on the Property that could include, drilling, re-drilling, deepening, recompleting, fracturing and re-fracturing wells and the maintenance and servicing of wells and equipment. Drilling and subsequent well operations could take place on a continuous basis over several days with the use of heavy equipment that may require the coordination of the use of portions of the Property at given times.

Any future surface development plans approved by the Town should provide protection for future wells, pipelines, gathering lines and related oil and gas facilities and equipment. Approval of any surface development plan that forecloses the rights of the owners of the mineral estate may be a compensable taking.

5. <u>The Anadarko Entities Object to the Application in the Absence of Agreements.</u>

The Anadarko entities and their affiliated company, Kerr-McGee Oil & Gas Onshore LP, have extensive mineral and oil and gas interests throughout the State of Colorado and have successfully worked with many parties who wish to develop the surface estate in order to assure the compatible development of the surface estate and the oil and gas estate and that provides for the disposition of the hard rock minerals owned by ALC.

The practice of the Anadarko entities is to meet with surface owners to reach mutually acceptable agreements. In this case, representatives for the Anadarko entities have not finalized any agreements with the Applicant. Because no final agreements have been reached, and in order to protect their mineral interests and private property rights, the Anadarko entities object to the approval of a final application for development for the Property and request that the Town make any approval of the applications conditioned upon agreements with the Anadarko entities.

Please contact me at 720-929-3004 if you have any questions or comments about this matter.

Sincerely,
ANADARKO PETROLEUM CORPORATION

Parker Landis

Parker Landis
Landman

cc: Jeff Fiske, Lead Counsel
Brandon McGraw
Joe Evers
Tony Cabral

ORDINANCE NO. 3.315.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE HESS RANCH DEVELOPMENT PLAN AND 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 "Hess Ranch PD Development Guide - First Amendment," approved by the Town Council on November 6, 2017, and recorded in the Office of the Douglas County Clerk and Recorder's Office on November 7, 2017, at Reception No. 2017076082, 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 Hess Ranch PD Development Guide - First Amendment for the Property is hereby amended as provided in the "Hess Ranch Development, Town of Parker, Colorado, PD Development Guide – Second Amendment," which is attached hereto as **Exhibit B** and incorporated by this reference (the "Second Amendment"). The uses permitted for the Property are specifically described in the Second Amendment.

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

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

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

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

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

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

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

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°14'11" 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°11'51" W, 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°21'48", A RADIUS OF 885.12 FEET, AND AN ARC LENGTH OF 21.06 FEET, (CHORD BEARS SOUTH 00°54'22" WEST, A DISTANCE OF 21.06 FEET);
3) SOUTH 13°45'00" 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°25'44", A RADIUS OF 787.50 FEET, AND AN ARC LENGTH OF 74.62 FEET, (CHORD BEARS SOUTH 17°06'29" 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°11'52", A RADIUS OF 885.00 FEET, AND AN ARC LENGTH OF 157.52 FEET, (CHORD BEARS SOUTH 32°17'16" WEST, A DISTANCE OF 157.31 FEET);
6) SOUTH 52°36'46" 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°50'42", A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.89 FEET, (CHORD BEARS SOUTH 45°18'33" WEST, A DISTANCE OF 248.10 FEET);

8) SOUTH 53°13'54" 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°17'25", A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39°35'12" WEST, A DISTANCE OF 476.53 FEET)
10) THENCE SOUTH 25°56'29" 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°17'10" WEST, A DISTANCE OF 645.52 FEET;
2) NORTH 78°59'45" 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°18'30" WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.72 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;
THENCE SOUTH 00°15'45" 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°48'42", A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 118.92 FEET, (CHORD BEARS SOUTH 41°10'38" WEST, A DISTANCE OF 118.92 FEET);
2) SOUTH 40°41'00" WEST, A DISTANCE OF 245.65 FEET;
3) SOUTH 42°04'59" 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°07'22", A RADIUS OF 7,692.00 FEET, AND A ARC LENGTH OF 419.24 FEET, (CHORD BEARS SOUTH 40°31'18" WEST, A DISTANCE OF 419.18 FEET)
5) SOUTH 51°02'23" 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°17'09", A RADIUS OF

7,689.00 FEET, AND AN ARC LENGTH OF 306.76 FEET, (CHORD BEARS SOUTH 37°49'02" WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 38°40'28" 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°43'01" 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°30'19" 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°08'14" 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°07'39" 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°24'48" 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°18'24", A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS SOUTH 57°41'21" EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52°02'09" EAST, A DISTANCE OF 651.65 FEET;

THENCE SOUTH 55°15'32" 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°35'02", A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.68 FEET, (CHORD BEARS SOUTH 79°28'34" EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81°02'05" 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°07'52", A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET, (CHORD BEARS SOUTH 81°36'30" EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71°26'34" 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°57'29", A RADIUS OF 2408.42 FEET, AND AN ARC LENGTH OF 1,091.14 FEET, (CHORD BEARS SOUTH 88°01'55" EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74°13'58" 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°01'18", A RADIUS OF 1,374.23 FEET, AND AN ARC LENGTH OF 480.22 FEET, (CHORD BEARS NORTH 79°53'13" EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89°32'44" EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89°40'01" 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°43'59", A RADIUS OF 11,639.30 FEET, AND AN ARC LENGTH OF 555.20 FEET, (CHORD BEARS NORTH 85°41'11" 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°24'53", A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.39 FEET, (CHORD BEARS NORTH 66°58'35" EAST, A DISTANCE OF 929.33 FEET);

THENCE NORTH 52°19'22" EAST, A DISTANCE OF 242.53 FEET;

THENCE NORTH 54°06'08" 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°01'27", A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET, (CHORD BEARS NORTH 74°28'22" EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89°30'54" EAST, A DISTANCE OF 314.70 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTHENBOCKER ROAD;

THENCE SOUTH 00°12'58" 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.

TOGETHER WITH:

PARCEL "B"

A PARCEL OF LAND BEING A PART OF SECTIONS 4, 8, AND 9, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 4, MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 23053;
THENCE SOUTH 00°04'10" WEST, ALONG THE EAST LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 2648.70 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 6935;
THENCE SOUTH 89°45'15" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 9, A DISTANCE OF 2640.85 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 6935;
THENCE SOUTH 00°02'31" WEST, ALONG THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1329.96 FEET TO THE CENTER SOUTH 1/16TH CORNER OF SAID SECTION 9 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 6935;
THENCE SOUTH 89°47'30" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 2658.57 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTION 9 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 6935;
THENCE NORTH 00°04'21" WEST, ALONG THE WEST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, A DISTANCE OF 1328.03 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 9 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 6935;
THENCE SOUTH 89°41'40" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 616.01 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD;

THENCE ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CROWFOOT VALLEY ROAD, THE FOLLOWING SEVEN (7) COURSES;

1) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11°07'42", A RADIUS OF 1690.00 FEET, AND AN ARC LENGTH OF 328.24 FEET, (CHORD BEARS NORTH 42°14'20" EAST, A DISTANCE OF 327.73 FEET);
2) NORTH 36°40'28" EAST, A DISTANCE OF 2996.23 FEET;
3) NORTH 38°09'27" EAST, A DISTANCE OF 31.38 FEET;
4) NORTH 38°09'43" EAST, A DISTANCE OF 428.29 FEET TO A POINT OF CURVATURE;
5) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°11'42", A RADIUS OF 7586.00 FEET, AND AN ARC LENGTH OF 290.62 FEET, (CHORD BEARS NORTH 40°59'08" EAST, A DISTANCE OF 290.60 FEET);
6) NORTH 42°04'59" EAST, A DISTANCE OF 958.65 FEET;
7) NORTH 43°20'27" EAST, A DISTANCE OF 231.46 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°15'58" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1442.11 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4 MONUMENTED BY A 3 ½" ALUMINUM CAP STAMPED: LS 6935;

THENCE SOUTH 89°46'09" ~~WEST~~ EAST, ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 2642.13 FEET TO THE POINT OF BEGINNING;

CONTAINING 17,428,934 SQUARE FEET (400.11 ACRES), MORE OR LESS.

BASIS OF BEARING: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN AS BEARING NORTH 89°52'44" EAST. THE SOUTHWEST CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 17666 AND THE SOUTH QUARTER CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 22088.

PREPARED BY: GEORGE G. SMITH JR., P.L.S.
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EXHIBIT B

Hess Ranch Development
Town of Parker, Colorado

PD DEVELOPMENT GUIDE – SECOND AMENDMENT

July 17, 2019

Owner:
JEN Colorado 18, LLC
Front Range Communities
4100 E. Mississippi Avenue, Suite 500
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Engineering Consultant:
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303.694.1520
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I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall· apply to all property contained within the "HESS RANCH DEVELOPMENT PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

This Development Guide is only one of several documents that will help guide the Hess Ranch Planned Development. The Development Guide and the Development Plan are the planning documents for this development.

The Development Agreement is a third document that will help frame the overall development with specific language of agreements, triggers, responsibilities, etc. Please refer to this document to gain a full understanding of the Hess Ranch Planned Development.

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 ln the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variation

In no event shall the total number of 3,379 residential Dwelling Units within all Planning Areas as set forth on the "HESS RANCH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional twenty percent (20%) of the number of units allowed for each Planning Area, as set forth in the ''HESS RANCH PD DEVELOPMENT PLAN AND GUIDE'', as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Unbuilt or unused dwelling units resulting from the Final Plat of any Planning Area, may be transferred to other areas provided that the receiving Planning Area not exceed 20% of the original density provided for on the Hess Ranch Development Plan. The transfer of any unbuilt or unused dwelling units may occur at any time throughout the development process of Hess Ranch. Any increase or decrease of dwelling units within a Planning Area by more than 20% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code.

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "HESS RANCH DEVELOPMENT PLAN", the Planning Area boundary is the edge of the abutting right-of-way of such street (except Crowfoot Valley Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "HESS RANCH 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 "HESS RANCH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than twenty percent (20%) in size.

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. 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 Associations or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or special district.

G. Agricultural Uses

Any portion or portions of the property described as the Hess Ranch Planned Development, where development has not commenced in accordance with the adopted Development Guide and Plan, may be used on a temporary basis for agricultural purposes, as provided herein.

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. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. 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 **Age Targeted Dwelling.** Housing designed to appeal to the lifestyle needs of buyers over 55 years of age.

4. **Age Restricted Dwelling.** Housing limited to buyers and occupants 55 years of age or older.

5. **Agricultural Uses.** The uses which are permitted include:
   1) Farming, including plowing, tillage, cropping, seeding, cultivating or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
   2) Ranching, including grazing of lifestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
   3) Open space.
   4) Selling agricultural products not requiring a state tax license.

6. **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.

7. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.

8. **Building Ground Coverage.** The amount of land covered or permitted to be covered by a Building.

9. **Building Setback.** The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.

10. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.

11. **Building Rear.** That exterior wall of a Building which faces a Rear Lot Line of a Lot.

12. **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.

13. **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 Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater.

14. **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 Roads, Parks, Open Space, recreations, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater

15. **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

atrium. This atrium replaces the conventional front side and rear yards associated with traditional Single Family Detached Dwelling Units.

16. **Dwelling Unit, Clustered Single Family.** A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. **Dwelling Unit, Duplex.** A detached building on a single parcel containing two (2) dwelling units, designed for or used as dwellings exclusively by two (2) families each living as an intendent housekeeping unit, or two attached units sharing a common wall with separate entries and separate lots for each unit.
18. **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.
19. **Dwelling Unit Single Family Attached.** A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. **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.
21. **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. Townhome Dwelling may have no side yards, or front and rear yards. May include duplex, triplex, fourplex, or more.
22. **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.
23. **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 setbacks apply.
24. **Dwelling Unit, Condominium.** A type of Single Family Dwelling Unit. The unit is individually owned, each owner receives a recordable deed to the individual unit purchased, including the right to sell, mortgage, etc., that unit and sharing in joint ownership of any common grounds, passageways, etc.
25. **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 and Parker Fire Protection District approved fire access shall be provided in all cases.
26. **Exterior Storage.** Outdoor storage of fuel, raw materials, products and equipment. In the case of lumberyards, exterior storage includes all impervious materials stored outdoors.
27. **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.
28. **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.

29. **Group Care Facilities.** A facility where three or more persons are provided supervision and a planned treatment of counselling, 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.
30. **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.

A. UNIFORM LAND USES

1) Single Family Detached Dwellings
2) Duplex
3) Single Family Attached Dwellings-these will include atrium clustered patio, live work, townhome, duplex, including duplex, triplex and fourplex dwelling units.
4) Multifamily
5) Live/Work Dwelling Units - shall be associated with all MU planning areas and shall be located above retail/commercial areas that are compatible with a live work community. Usually associated with commercial developments.
6) Accessory Dwelling Units - shall include all structures described in the Parker Land Use Ordinance 13.04.170. May also include utility facility enclosures and well sites.
7) Places of Religious Assembly
8) Accessory Structure and Uses
9) Open Space
10) Parks
11) Neighborhood Recreational Centers and Facilities
12) Group Home - refer to Group Care Facilities definition
13) Assisted Living Residence - a housing facility that provides assistance to disabled individuals. These individuals cannot perform all of the ADL's (activities of daily living) i.e. eating, bathing, feeding, etc. These facilitates do not provide 24-hour care.
14) Long Term Care Facility/Nursing Home

31. **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, polling soil, fertilizers, insecticides, hanging baskets, rakes and shovels.
32. **Planning Areas.** Areas 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 depicted on the PD Master Plan.
33. **Planning Commission.** The Planning Commission of the Town of Parker.
34. **Principal Use.** The specific primary purpose, activity or use for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
35. **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, mobile homes, boats, snowmobiles and other similar recreation equipment.

36. **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.
37. **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.
38. **Restaurant, Fast Food with Drive Through Facilities.** Drive-in or drive-through means an accessory use to a building or facility that by design facilitates, encourages or allows customers to receive services or obtain goods whole remaining in their motor vehicle, excluding reserved parking spaces for take-out goods where there is no menu board or communication facility.
39. **Setback.** The distance between the building line and the adjacent street right-of-way line or Lot Boundary.
40. **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.
41. **Town Council.** The Town Council tor the Town of Parker.
42. **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.
43. **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. General

At the time of the Town Council's initial approval of this Development Plan and Guide, Planning Areas designated as SFe, SFf and SFg were within an area that was regulated by an Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015 the IGA expired. The day after, September 8, 2015, the cumulative number of dwelling units allowed tor Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major

Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

B. 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, Duplex, Triplex, and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

a. Single Family Detached Dwelling Units.
b. Zero Lot Line Dwelling Units
c. Duplex, Triplex, and Fourplex Dwelling Units.
d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
e. Condominiums
f. Age targeted housing (Not depicted on plan for this PD Submittal – Will be included in Site Plan/Subdivision Submittals)
g. Age restricted senior housing. (Not depicted on plan for this PD Submittal – Will be included In Site Plan/Subdivision Submittals)
h. Group Homes/Nursing Homes
i. Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
k. Attached or detached private garages (3 cars maximum).
l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
m. Public Open Space.
n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
o. Public parks, playgrounds and other recreational areas.
p. Places of religious assembly, religious schools.
q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
r. Public and private schools and related administrative facilities for elementary and secondary education.

3. Uses Permitted by Special Review

a. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

c. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. 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 Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Areas 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 120% of the units shown on the PD Development Plan for each individual Planning Area.

c. **Building Setback.** The minimum Building Setbacks in SFd residential Planning Area 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 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Duplex Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front 4 feet (Principal Building)

12 feet (Garage perpendicular)
8 feet (Garage parallel)

Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building)
	10 feet (Garage perpendicular)
	6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

d. **Building Separation.** The minimum building separation shall be the greater of:
   (i) Seven and ½ (7.5) feet for Single Family Detached Residential Buildings, fifteen (15) feet for Buildings containing Single Family Attached Dwelling Units and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, 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.

C. 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, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

a. Single Family Detached Dwelling Units.
b. Zero Lot Line Dwelling Units
c. Duplex, Triplex, and Fourplex Dwelling Units.
d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
e. Condominiums
f. Age targeted housing (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
g. Age restricted senior housing (Not depicted on plan for this PD Submittal - Will be included In Site Plan/Subdivision Submittals)
h. Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.

i. Group Homes/Nursing Homes
j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
k. Attached or detached private garages (3 cars maximum).
l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Parker Municipal Code.
m. Public Open Space.
n. Public and private schools and related administrative facilities for elementary and secondary education.
o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
p. Public parks, playgrounds and other recreational areas.
q. Places of religious assembly, religious schools.
r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

a. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
c. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. Development Standards

a. **Average Density.** The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PO Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area 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 120% of the units shown on the PD Development Plan for each individual Planning Area.
c. **Building Setback:** The minimum Building Setbacks in SFe residential Planning Area 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 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)

Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 10 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Duplex Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 4 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front 4 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines & lots with common walls
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Patio Dwelling Unit

Building Front 8 feet (Principal Building)
10 feet (Garage perpendicular)
6 feet (Garage parallel)
Building Sides 8 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

d. **Building Separation.** The minimum building separation shall be the greater of:

i) Seven and ½ (7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, 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 except by special review.

f. **Minimum Lot Sizes.** The minimum lot sizes In SFe residential shall be two thousand (2,000) square feet for a duplex lot and thirty-five hundred (3,500) square feet for a single family detached lot.

D. 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, Duplex Dwelling Units, Triplex and Fourplex Dwelling Units, Townhome Dwelling Units, Condominium Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

a. Single Family Detached Dwelling Units.
b. Zero Lot Line Dwelling Units.
c. Duplex, Triplex, and Fourplex Dwelling Units.
d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live Work Dwelling Units.
e. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
f. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
g. Group Homes/Nursing Homes
h. Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
i. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
j. Attached or detached private garages (3 cars maximum).
k Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV 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 Parker Municipal Code.
l. Public Open Space.
m Public and private schools and related administrative facilities for elementary and secondary education.
n. Private recreational and park uses, country clubs, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
o. Public parks, playgrounds and other recreational areas.
p. Places of religious assembly, religious schools.
q. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

a. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
c. Child Care Centers.

4. Accessory uses and building · Refer to Town of Parker Land Use Ordinance 13.04.170
Shall also include utility facilities and well sites.

5. 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, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area 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 120% of the units shown on the PD Development 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 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Duplex Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes and Condominiums)

Building Front 4 feet (Principal Building)

12 feet (Garage perpendicular)
8 feet (Garage parallel)

Building Sides	4 feet from corner street
Building Sides	0 feet from other property lines & lots with common walls
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

Patio Dwelling Unit

Building Front	8 feet (Principal Building)
	10 feet (Garage perpendicular)
	6 feet (Garage parallel)
Building Sides	8 feet from corner street
Building Sides	0 feet from other property lines
Building Rear	4 feet from alley
Building Rear	0 feet from other property lines

d. **Building Separation.** The minimum building separation shall be the greater of:
   i) seven and ½ *(*7.5) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFf Lands Use Planning Area, 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 except by special review.

f. **Minimum Lot Sizes.** The minimum lot sizes In SFf residential Planning Areas shall be thirty five hundred (3500) square feet.

E. Residential (SFg)

1. Intent

Provide for residential Development allowing for Estate Single Family Detached Dwelling Units and Accessory Uses.

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 not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV 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. Public parks, playgrounds and other recreational areas.
e. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

a. Neighborhood public service, health and education facilities, community centers, libraries and museums.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

a. Shall also include utility facilities and well sites.

5. Development Standards

a. **Average Density.** The Average Density shall be up to one unit per one- and one-half acres (0.67 Dwelling Units per acre) for each SFg Planning Area. These Average Densities are set forth on the PD Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area 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 120% of the units shown on the PD Development Plan for each individual Planning Area.

c. **Building Setback:** The minimum Building Setbacks in SFg residential Planning Areas shall be:

Building front	20 feet
Building side	15 feet
Building rear	20 feet

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 Lands Use Planning Areas, 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 except by Special Review

f. **Minimum Lot Sizes.** The minimum lot sizes in SFg residential Planning Areas shall be 0.67 acre.

g. **Specific to PA-41 & 47**, if these areas are developed for a clustered Age Targeted Development, the minimum lot size may be reduced to 80 feet in width and 120 feet in depth. The number of units allowed in each planning area may not increase beyond the 31 units allowed in PA-41, and the 18 units allowed in PA-47; the gross density may increase to a maximum of 1.5 du/ac. The site design for these areas must include homes backing to open space.

F. 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, Multi-family/Condominium 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. Duplex, Triplex, and Fourplex Dwelling Units.

d. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

e. Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
f. Age targeted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
g. Group Homes
h. Age restricted dwellings. (Not depicted on plan for this PD Submittal - Will be included in Site Plan/Subdivision Submittals)
i. Independent and/or Assisted Living.
j. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
k. Attached or detached private garages (3 cars maximum).
l. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV 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 Parker Municipal Code.
m. Public Open Space.
n. Public and private schools and related administrative facilities for elementary and secondary education.
o. Private recreational and park uses, country clubs, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
p. Public parks, playgrounds and other recreational areas.
q. Places of religious assembly, religious schools.
r. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.

3. Uses Permitted by Special Review

a. Common recreation vehicle storage area.
b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
d. Child Care Centers.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. 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 Development Plan and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area 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 120% of the units shown on the PD Development Plan for each individual Planning Area.

c. **<u>Building Setback:</u>** The minimum Building Setbacks in THd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Areas. The following setbacks win be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Zero Lot Line Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Duplex Dwelling Unit

Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)

Building Front 4 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 4 feet from corner street
Building Sides 0 feet from other property lines & lots with common walls
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Patio Dwelling Unit

Building Front 8 feet (Principal Building)
10 feet (Garage perpendicular)
6 feet (Garage parallel)
Building Sides 8 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley

d. **Building Separation.** The minimum building separation shall be the greater of:

i) Seven and ½ (7.5) 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 each THd Planning Area, or

ii) shall be governed by the applicable building code.

e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.

f. **Minimum Lot Sizes.** The minimum lot sizes In THd residential Planning Areas shall be one thousand two hundred fifty (1250) square feet with a width not less than twenty (20) feet.

G. 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, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses.

2. Uses Permitted by Right

a. All uses permitted by right within Residential (THd) Land Use Category. 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

All Uses permitted by Special Review within the Residential (THd) Land Use Category.

4. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

5. 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 the 1.2 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 10 feet (Principal Building)

12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Zero Lot Line Dwelling Unit
Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Duplex Dwelling Unit
Building Front 10 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 10 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Townhome Dwelling Unit (Including Live/Work Townhomes)
Building Front 4 feet (Principal Building)
12 feet (Garage perpendicular)
8 feet (Garage parallel)
Building Sides 4 feet from corner street
Building Sides 0 feet from other property lines & lots with common walls
Building Rear 4 feet from alley
Building Rear 0 feet from other property lines

Patio Dwelling Unit
Building Front 8 feet (Principal Building)
10 feet (Garage perpendicular)
6 feet (Garage parallel)
Building Sides 8 feet from corner street
Building Sides 0 feet from other property lines
Building Rear 4 feet from alley

d. **Building Separation.** The minimum building separation shall be the greater of:
i) Seven and ½ (7.5) 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 each THd Planning Area, or
ii) shall be governed by the applicable building code.

e. **Building Height.** No residential Buildings within THd Planning Areas shall exceed forty (40) feet in height except by special review.

f. **Minimum Lot Sizes.** The minimum lot sizes in THd residential Planning Areas shall be one thousand two hundred fifty (1250) square feet with a width not less than twenty (20) feet.

H. Mixed-Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Triplex, Fourplex, Townhome, Condominiums and/or Multi-family residential development.

There are two areas of the PD Plan that are designated as MU; one at the intersection of Chambers Road and Stroh Road and one at the intersection of Bayou Gulch Road and North Pinery Parkway. These MU Planning areas are anticipated to develop as commercial/retail centers with commercial and residential uses. Some of these commercial/retail centers will have a live work residential component built within these areas.

Should market conditions change, the developer may desire to build a residential project in lieu of these commercial/retail areas. By allowing both commercial and residential uses in the MU Planning areas, this affords the Property Owner the opportunity to build what is appropriate for these areas based on market demand.

2. Specific Requirements for MU Mixed-Use Planning Areas 35, 36, 43 and 44.

The 28 residential units contained within Planning Area 43 and 4 residential units within Planning Area 35 are hereby transferred as follows:

Planning Area	Additional Residential Units	Total Residential Units Allowed
34	1	199
36	8	44
39	5	189
41	12	31
44	6	44

3. Specific Requirements for MU Mixed-Use Planning Areas 3, 4, 12 and 14

a. 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)4.a., Retail and/ or III(H)4.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, the Property Owner 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 describe 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."

b. The Commercial Area shall be determined in conjunction with the application for and approval of the Segment 2, as described in Town of Parker Resolution No. 19- 028, Series of 2019 (the "Resolution") (or Segment 2A as described in the Resolution, 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).

c. 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.

d. Mixed-Use Development: The Parker 2035 Master Plan recommends Mixed-Use development within Planning Areas 3, 4, 12 and 14 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.

e. Segment 2 (or Segment 2A, as applicable) Development Sketch and Preliminary Plan Scope of Work for the Commercial Area shall be prepared and completed as follows:

    i. 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:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. Task 8: Prepare and submit a table of permitted commercial uses consistent with the existing MU Mixed-Use Planning Areas contained in this Development Plan and Guide and identify any requested revisions by addition, deletion or modification for Town approval.

i. 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, as described herein.

ii. 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 the Tasks described above; 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.

4. Uses Permitted by Right

a. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

a. drug stores
b. liquor stores
c. convenience grocery

(3) Specialty retail including but not limited to:
a. art gallery
b. antiques
c. artisan shops
d. gift shop
e. pet shops
f. florists
g. bookstore
h. stationery stores
i. retail food specialty shops which sell food products not intended to be consumed on the premises
j. butcher shops
k. candy stores
l. bakeries
m. doughnut shops
n. dairy product shops
o. toy and game stores
p. battery and accessory stores
q. bicycle stores
r. music stores
s. sporting goods store

(4) Hardware and building material stores

(5) General retail merchandise and apparel shops, including but not limited to:
a. junior department stores
b. craft and hobby stores
c. discount department stores
d. clothing stores
e. shoe stores
f. furniture stores
g. household appliance stores
h. floor covering, drapery and upholstery stores
I. electronics stores
j. cosmetic store

(6) Development Sales and Marketing Center
a. Eating and Drinking Establishments
(1) restaurants
(2) fast food, drive-through or carryout restaurants
(3) ice cream parlors
(4) coffee shops
(5) delicatessens
(6) lounge, bar or microbrewery

b. Personal Services

(1) Convenience service establishments, including but not limited to:

a. barber shops and beauty salons

b. dry cleaners and laundries

c. photo studio

d. shoe repair shops

e. watch or jewelry repair

f. travel agency

(2) day care centers

(3) health clubs

c. Entertainment-Indoors

(1) indoor movie theaters

(2) performance arts

(3) bowling alleys

(4) skating rinks (both ice and roller)

(5) pool halls

(6) arcade amusement centers

d. General Office and Professional Services

(1) business and professional offices

(2) medical and dental offices and clinics

(3) banks and other financial service establishments, with or without drive-through facilities

b. Commercial Convenience Grocery

(1) 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.

(2) Convenience service establishments, including but not limited to: barber and beauty shops, cleaners, shoe repair shops, laundries, watch or jewelry repair, and travel service.

(3) 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.

(4) Conventional restaurants.

(5) Fast food, drive-in or carryout restaurants.

(6) Electronic funds transfer facilities.

(7) Photo service facilities.

(8) Medical and dental offices and clinics.

(9) Business and professional offices.

(10) Private recreational and park uses, country clubs, recreational facilities, including but not limited to: open space, tennis courts, swimming pools and jogging, riding, hiking and biking trails.

(11) Neighborhood public service, health and education facilities, such as community centers, libraries and museums, except for PA 3, 4, 12, 14, 35, 36, 43 and 44 which are retail uses only.
(12) Nursery schools and day/childcare centers.
(13) Retail food and food service establishments, including but not limited to: groceries and supermarkets, and cafeterias.
(14) General retail merchandise and apparel shops, including but not limited to: junior department stores; variety stores; discount department stores; clothing stores; 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.
(15) Personal service establishments.
(16) 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.
(17) Car care centers, gasoline service/stations, tire sales and service, car wash.
(18) 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.
(19) Banks, savings and loan and other financial service establishments.
(20) Public utility administrative and business offices.
(21) Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
(22) Motels, Hotels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building.
(23) Transit facilities.
(24) Universities, Colleges, or higher educational type uses.
(25) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.
(26) Sales Center - conversion to a recreation facility adjacent to open space.

c. Agricultural. Until such time that PA 44 develops commercially, or until such time that Planning Areas 3, 4, 12 and 14 develop, permitted uses include:
(1) Farming, including plowing, tillage, cropping, seeding, cultivating or harvesting for the production of food and fiber products (except commercial logging and timber operations) produced on the premises.
(2) Ranching, including grazing of livestock (except commercial feed yards, poultry, pig farms, fur farms or kennels).
(3) Open space.
(4) Selling agricultural products not requiring a state tax license.

d. Residential
(1) Duplex, Triplex, and Fourplex Dwelling Units.
(2) Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

(3) Condominiums
(4) Independent and/or Assisted Living.
(5) Group Homes
(6) Clustered Single Family Dwelling Units, including but not limited to Zero Lot Line Dwelling Units, Patio Dwelling Units, Two, Three, and Four Family Dwelling Units and Atrium Dwelling Units.
(7) A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
(8) Attached or detached private garages (3 cars maximum).
(9) Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antennas, TV 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 Parker Municipal Code.
(10) Public Open Space.
(11) Public and private schools and related administrative facilities for elementary and secondary education.
(12) Private recreational and park uses, country clubs, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
(13) Public parks, playgrounds and other recreational areas.
(14) Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by Section 13.04.220 of the Parker Municipal Code.
(15) All those uses permitted within the Parks, Open Space Land Use categories.

5. Uses Permitted by Special Review (except Uses by Special Review shall be prohibited in PA-44)

a. Common recreation vehicle storage area.
b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
d. Child Care Centers.
e. Small animal veterinary clinics with no outside facilities.

6. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

7. 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.** The maximum density allowed for all Planning Areas designated as Mixed-Use is 22 dwelling units per acre. Density adjustments and variations as described in Section I, Part C. cannot be used to increase the maximum allowed density within a Mixed-Use District, unless the

request is processed as a Major Amendment to the Development Plan and Guide.

c. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:

Building front 0 feet
Building side 0 feet
Building rear 0 feet

d. **Building Setback: Residential.** For residential components within 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 setbacks shall be:

Building front 0 feet
Building side 0 feet
Building rear 4 feet from alley
Building rear 0 feet

e. **Building Separation.** The minimum building or structure separation shall be the greater of:

i) ten (10) feet or
ii) shall be governed by the applicable building code.

f. **Building Height.** Buildings or structures in Mixed-Use Planning Areas are permitted up to 45' in height without special review and up to 50' in height with Special Review. However, in Planning Areas 3, 4, 9, 12, 14, 35, 36, 43 and 44, buildings or structures are permitted up to 50' in height without Special Review and up to 60' in height with Special Review.

g. **Minimum Lot Size:** The minimum lot size for Townhome Dwelling Units in the MU Mixed-Use Planning Areas shall be one thousand two hundred fifty (1250) square feet with a width not less than twenty (20) feet.

I. Fire Station

Intent

PA-45 is intended to be a future Fire Station location. If this site is not selected/constructed as a Fire Station, this Planning Area (PA-45) can only be used for the commercial uses allowed within the Mixed-Use (MU) designation, excluding residential uses, and excluding uses allowed by special review. The Mixed-Use (MU) Development Standards shall apply if not developed as a Fire Station, as provided herein.

J. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods. Parks to include pocket parks, neighborhood parks and regional parks.

2. Park Designations

a. Pocket
b. Neighborhood
c. Community
d. Regional ·

3. Development Criteria for parks

a. Pocket Park

(1) Refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space and schools,

specifically Section 13.07.140(c)(9) Design criteria for parks, trails and open space.

(2) Size: ¼ to ½ acre

(3) Location/Orientation: Centrally located within the residential development and/or easily accessible by residents without the use of vehicles. A 5-10 minute walking distance

(4) Frontage: Required on one, preferred two or more local streets.

(5) Minimum development features and/or amenities: Turf and landscape plantings to provide shade over at least 15% of the area, benches in shade and sun, bike racks and trash receptacles. Optional features: a small shade structure, small playground and/or small scale tot-lot, picnic tables, minimal signage, security lighting.

b. Neighborhood Park

(1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space and schools

(2) Size: Determined by Town Council, refer to the Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space and schools, specifically Section 13.07.140(c)(2)(c). A minimum of 3 acres in size.

(3) Location/Orientation: Within an immediate neighborhood with a ¼ to ½ mile service radius. Neighborhood parks shall serve as an extension of the neighborhood around them. They shall be a social and recreation focal point. Interconnected to trails/sidewalks low-volume streets within walking/biking distance of most users.

(4) Frontage: High visibility to surrounding local streets. On street parking

(5) Minimum development features and/or amenities: 50%/50% split between active and passive recreational uses. Active recreational features may include: a children's playground, unobstructed open play areas for practice or pick-up games and low impact recreation options such as bocce ball and/or horseshoes. Other amenities should include picnic shelters, internal trails, benches, trash receptacles, bike racks, public art, signage and security lighting.

c. Community Park

(1) Refer to Town of Parker Land Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space and schools

(2) Size: Determined by Town Council, refer the Town of Parker Development Ordinance, Section 13.07.140 Dedication for parks, trails, open space and schools, specifically Section 13.07.140 (c)(2)(c). A minimum of 10 acres in size.

(3) Location/Orientation: Within an immediate neighborhood with a 2.5 mile service area. Located adjacent to open space, a community facility such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.

(4) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.

(5) Development features and/or amenities: Lighted sports fields, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, permanent rest room facility, security lighting, signage,

large play structures, game courts, disc golf, climbing wall, skate park and/or other similar popular activities, jogging trails, informal ball fields for youth play, low impact recreation options such as bocce ball and/or horseshoes, parking lots, an area for outdoor farmer's markets and/or outdoor concerts.

d. Regional Park

(1) Size: A minimum of 100 acres in size.

(2) Location/Orientation: Located to service the community within a distance of a 6 mile radius, adjacent to open space, a community facility such as an activity center or a middle or elementary school to maximize resources and to benefit from joint use of such facilities as fields, multi-use courts or skate parks.

(3) Frontage: Located on arterial or collector streets and accessible by public transportation, personal vehicle, walking or by bicycle. Geographically centered within the overall development.

(4) Development features and/or amenities: A community activity center that includes sports fields and courts, multiuse fields that are both lighted and unlighted, tennis courts, basketball court, rest room building, concession building, play structures for the 2-5 yrs. of age and separate play structures for 5-12 yrs. of age, walkways and trails, parking lots, drinking fountains, public art, benches with shade, picnic tables with shade, trash receptacles, security lighting, signage, jogging trails, low impact recreation options such as bocce ball and/or horseshoes.

4. Uses Permitted by right

a. Passive recreation uses and open space.

b. Active recreation uses, including but not 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.

c. Free standing light fixtures 14' and under.

5. Accessory uses and building - Refer to Town of Parker Land Use Ordinance 13.04.170

Shall also include utility facilities and well sites.

6. Development Standards

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

Building front	25 feet
Building side	20 feet
Building rear	25 feet

b. **Building Separation.** The minimum building or structure 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 or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet

K. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

a. Passive recreation uses and open space.
b. Jogging, hiking and/or bicycle trails.
c. Dog Parks
d. Community Gardens
e. Drainage Facilities
f. Picnic shelters.
g. Frisbee golf

3. Development Standards

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

Building front	25 feet
Building side	15 feet
Building rear	25 feet

b. **Building Separation.** The minimum building or structure 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 or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty five (45) feet.

L. Trails

The Development Plan depicts trail connections through open spaces and buffer areas and makes connections to off-site trails.

Trail connections through development parcels are anticipated. These trail connections shall be made in subsequent phases of the Town of Parker's entitlement process.

The Development Plan indicates the number of trail connections, but the exact locations will be determined in latter phases of the entitlement process. These trail connections include:

1. Three trail connections along the southern edge of the property (PA 22, 23, 24, 25 and 33).
2. One trail connection along the west property line.
3. Two trail connections from the east-west drainage in the center of the site through PA 29 and 31.
4. One trail connection from the Crowfoot Valley buffer to the MU Planning area through Planning Areas 37
5. Special Trail Requirements.
   a. Future Builders of Planning Areas 22, 23, 24, 25 and 33 are advised that trail connections through these planning areas will be designed in conjunction with subdivision proposals upon these planning areas. These interconnections are intended to connect from the Southern Regional 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. These trail segments will be designed and constructed by the future buildings for 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 will be required to contribute a pro-rata share for the cost of constructing an internal trail within the open space corridor which abuts all these planning areas. 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.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

A. General

As stated in Section III, Land Use Regulations, the maximum number of dwelling units permitted within each residential planning area shall not exceed 120% of the units shown on the Development Plan for each individual Planning Area. However, regardless of the unit count in each Planning Area, in no case wilt the total unit count of Planning Areas collectively exceed 3,379 units.

B. Lone Tree Intergovernmental Agreement

At the time of the Town Council's approval of this Development Plan and Guide, Planning Areas designated as SFe, SFf and SFg were within an area that was regulated by an Intergovernmental Agreement (IGA) between the Town of Parker and the City of Lone Tree. The number of dwelling units prescribed by the IGA was limited to 100 units for these Planning Areas. On September 5, 2015 the IGA expired. The day after, September 6, 2015 the cumulative number of dwelling units allowed for Planning Areas 27, 28, 29, 30, 31, 32 and 33 were increased to a number greater than 100. This increase will not require a Major Amendment to the Development Plan and will be counted as part of the overall 3,379 dwelling units allowed by the Plan.

C. Douglas County Intergovernmental Agreement

1. In the southern part of Anthology, now "Hess Ranch", in an effort to preserve the rural roadside character of Crowfoot Valley Road, it will be necessary to maintain an average buffer area along Crowfoot Valley Road of 300', adjacent to Planning Areas 34 and 40, as represented on the Hess Ranch Development Plan. This buffer, whose intent is to screen and soften highly visible areas, should include enhanced landscape (greater density of planting as opposed to open space areas, palette of predominantly native plant materials), earth berming, and if necessary, open and transparent fencing, to visually minimize development Impact.
2. The rural character of Crowfoot Valley Road shall be reflected in the development of this corridor, including:
    a. The average 300' buffer between the adjacent residential development and Crowfoot shall be respected and the landscape in this buffer shall consist of earth berming, open and transparent fencing with a palette of plant materials that enhances and augments the existing and native landscape, as described in section 2, above.
    b. Minimize the negative visual impact of parking areas through orientation parallel to and away from Crowfoot Valley Road, landscape screening and/or berming, and the presence of landscaped islands and planting strips within parking lots themselves to reduce the perceived sizes of the parking lot.

c. Screening of dumpster and service areas throughout the Mixed-Use Center through landscape and/or architectural elements.

d. Architecture that is articulated or enhanced on those sides that face Crowfoot Valley Road.

D. Minimum Lot Size for Townhome Dwelling Units: The minimum lot size for Townhome Dwelling Units (TDUs) shall be 1,500 square feet with a width not less than 20-feet in all Planning Areas where TDUs are a Use Permitted by Right, except for Residential Planning Area 5 and MU Mixed-Use Planning Areas 3, 4, 12, 14, 35, 36, 43 and 44.

E. Minimum Lot Size for Duplex Dwelling Units: The minimum lot size for Duplex Dwelling Units shall be 2,100 square feet with a width not less than 20-feet.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for HESS Ranch Development, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the HESS RANCH DEVELOPMENT PLAN AND GUIDE together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the HESS RANCH DEVELOPMENT PLAN AND GUIDE by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

HESS RANCH PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 1 OF 3
COVER SHEET

LEGAL DESCRIPTION
HESS RANCH PLANNED DEVELOPMENT
NORTH PARCEL

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 30 MINUTES 05 SECONDS WEST, A DISTANCE OF 73.04 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 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 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 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 21.06 FEET);
3) SOUTH 13 DEGREES 41 MINUTES 33 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 03 MINUTES 01 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 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 157.31 FEET);
6) SOUTH 52 DEGREES 22 MINUTES 39 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 48 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.92 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 248.13 FEET);
8) SOUTH 53 DEGREES 13 MINUTES 25 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 24 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 34 MINUTES 43 SECONDS WEST, A DISTANCE OF 476.53 FEET);
10) SOUTH 25 DEGREES 56 MINUTES 01 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 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 645.52 FEET;
2) NORTH 79 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 197.45 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.28 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) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 48 SECONDS, A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 119.03 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 119.02 FEET);
2) SOUTH 40 DEGREES 40 MINUTES 53 SECONDS WEST, A DISTANCE OF 245.65 FEET;
3) SOUTH 42 DEGREES 04 MINUTES 51 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 419.23 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 10 SECONDS WEST, A DISTANCE OF 419.18 FEET);
5) SOUTH 51 DEGREES 02 MINUTES 31 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 08 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.73 FEET, (CHORD BEARS SOUTH 37 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 306.71 FEET);
7) SOUTH 36 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 79.57 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, ALONG SAID SECTION LINE, A DISTANCE OF 1,275.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 16 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2639.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5 MONUMENTED BY A 3 1/4" ALUMINUM CAP STAMPED LS 6935;

THENCE SOUTH 89 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2643.05 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 5 MONUMENTED BY A 2" ALUMINUM CAP STAMPED LS 33202;

THENCE SOUTH 89 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.64 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 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.33 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 23 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 651.65 FEET;

THENCE SOUTH 55 DEGREES 15 MINUTES 38 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 03 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.89 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 81 DEGREES 01 MINUTES 59 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 53 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.86 FEET, (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 40 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 2408.42 FEET, AND AN ARC LENGTH OF 1,091.15 FEET (CHORD BEARS SOUTH 88 DEGREES 02 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 52 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 07 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 07 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 555.22 FEET, (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 05 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 54 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.40 FEET, (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 929.33 FEET);

THENCE NORTH 52 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 242.53 FEET;

THENCE NORTH 54 DEGREES 06 MINUTES 02 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 26 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET, (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 314.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE **POINT OF BEGINNING**.

LEGAL DESCRIPTION
HESS RANCH PLANNED DEVELOPMENT
PD AMENDMENT PARCEL

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINICIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 WITH THE WEST RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD, AS FILED IN THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT-OF-WAY SURVEYS AS LSP NO. 10002474;
THENCE ALONG SAID SOUTH LINE N89°43'04"W, A DISTANCE OF 1,275.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4;
THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 S89°16'12"W, A DISTANCE OF 1,142.37 FEET;
THENCE N00°43'48"W, A DISTANCE OF 57.39 FEET;
THENCE N31°10'52"W, A DISTANCE OF 139.68 FEET;
THENCE N04°08'00"E, A DISTANCE OF 149.07 FEET;
THENCE N23°25'25"E, A DISTANCE OF 74.16 FEET;
THENCE N04°08'00"E, A DISTANCE OF 80.00 FEET;
THENCE N04°08'00"E, A DISTANCE OF 55.00 FEET;
THENCE N04°08'00"E, A DISTANCE OF 430.00 FEET;
THENCE N00°51'50"W, A DISTANCE OF 65.59 FEET;
THENCE N06°24'08"E, A DISTANCE OF 180.20 FEET;
THENCE N01°18'00"W, A DISTANCE OF 103.53 FEET;
THENCE N36°44'54"E, A DISTANCE OF 138.77 FEET;
THENCE N16°46'42"E, A DISTANCE OF 90.34 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,695.00 FEET AND A CENTRAL ANGLE OF 14°11'21" (THE CHORD OF WHICH BEARS N66°07'37"W, 418.69 FEET), 419.77 FEET TO A POINT OF REVERSE CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°48'02", 37.87 FEET;
THENCE NON-TANGENT TO SAID CURVE N55°49'58"W, A DISTANCE OF 10.00 FEET;
THENCE N60°30'34"W, A DISTANCE OF 101.34 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87°40'37" (THE CHORD OF WHICH BEARS N09°40'17"W, 41.56 FEET), 45.91 FEET;
THENCE NON-TANGENT TO SAID CURVE N29°55'17"E, A DISTANCE OF 193.43 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 93°09'56" (THE CHORD OF WHICH BEARS N80°44'59"E, 29.05 FEET), 32.52 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N34°10'02"E, A DISTANCE OF 81.85 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.42 FEET AND A CENTRAL ANGLE OF 06°32'41" (THE CHORD OF WHICH BEARS N43°30'08"E, 114.21 FEET), 114.28 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 30°16'00" (THE CHORD OF WHICH BEARS N55°51'00"E, 522.13 FEET), 528.25 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N70°59'00"E, A DISTANCE OF 586.56 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 23°39'20", 309.65 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 95°30'09", 33.34 FEET;
THENCE NON-TANGENT TO SAID CURVE N41°49'31"E, A DISTANCE OF 50.00 FEET;
THENCE CONTINUING N41°49'31"E, 50.00 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 95°30'09" (THE CHORD OF WHICH BEARS N84°04'26"E, 29.61 FEET), 33.34 FEET TO A POINT OF COMPOUND CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 750.00 FEET AND A CENTRAL ANGLE OF 04°33'58", 59.77 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N31°45'23"E, A DISTANCE OF 327.29 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 39°26'44", 626.50 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT N07°41'21"W, A DISTANCE OF 173.10 FEET TO A POINT OF CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 87°34'16", 30.57 FEET;
THENCE NON-TANGENT TO SAID CURVE N05°15'37"W, A DISTANCE OF 71.80 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,408.42 FEET AND A CENTRAL ANGLE OF 03°32'35" (THE CHORD OF WHICH BEARS N80°45'32"E, 148.91 FEET), 148.93 FEET;
THENCE N74°13'52"E, A DISTANCE OF 480.67 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,374.23 FEET AND A CENTRAL ANGLE OF 20°01'18" (THE CHORD OF WHICH BEARS N79°53'07"E, 477.78 FEET), 480.22 FEET;
THENCE NON-TANGENT TO SAID CURVE N89°32'38"E, A DISTANCE OF 543.29 FEET;
THENCE S89°40'07"E, A DISTANCE OF 307.11 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 11,639.30 FEET AND A CENTRAL ANGLE OF 02°43'59" (THE CHORD OF WHICH BEARS N85°41'05"E, 555.17 FEET), 555.22 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 2,197.49 FEET AND A CENTRAL ANGLE OF 24°24'54" (THE CHORD OF WHICH BEARS N66°58'29"E, 929.33 FEET), 936.40 FEET;
THENCE NON-TANGENT TO SAID CURVE N52°19'16"E, A DISTANCE OF 242.53 FEET;
THENCE N54°06'02"E, A DISTANCE OF 556.22 FEET TO A POINT ON A CURVE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1,070.96 FEET AND A CENTRAL ANGLE OF 32°01'28" (THE CHORD OF WHICH BEARS N74°28'16"E, 590.83 FEET), 598.59 FEET TO A POINT OF TANGENT;
THENCE ALONG SAID TANGENT S89°31'00"E, A DISTANCE OF 314.11 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF CRAWFOOT VALLEY ROAD;
THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD THE FOLLOWING ELEVEN (11) COURSES:
1) S00°13'09"W, A DISTANCE OF 21.60 FEET;
2) S00°14'48"W, A DISTANCE OF 84.10 FEET TO A POINT ON A CURVE;
3) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 885.12 FEET AND A CENTRAL ANGLE OF 01°21'48" (THE CHORD OF WHICH BEARS S00°57'17"W, 21.06 FEET), 21.06 FEET;
4) S13°41'33"W, A DISTANCE OF 317.67 FEET TO A POINT ON A CURVE;
5) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 787.50 FEET AND A CENTRAL ANGLE OF 05°25'44" (THE CHORD OF WHICH BEARS S17°03'01"W, 74.59 FEET), 74.62 FEET TO A POINT ON A CURVE;
6) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 885.00 FEET AND A CENTRAL ANGLE OF 10°11'52" (THE CHORD OF WHICH BEARS S32°13'49"W, 157.31 FEET), 157.52 FEET;
7) NON-TANGENT TO SAID CURVE S52°22'39"E, A DISTANCE OF 15.00 FEET TO A POINT ON A CURVE;
8) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 15°50'48" (THE CHORD OF WHICH BEARS S45°18'01"W, 248.13 FEET), 248.92 FEET TO A POINT OF TANGENT;
9) ALONG SAID TANGENT S53°13'25"W, A DISTANCE OF 1,098.00 FEET TO A POINT OF CURVE;
10) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 1,010.00 FEET AND A CENTRAL ANGLE OF 27°17'24", 481.07 FEET TO A POINT OF TANGENT;
11) ALONG SAID TANGENT S25°56'01"W, A DISTANCE OF 433.56 FEET TO A POINT ON THE NORTH LINE OF THAT PARCEL OF LAND RECORDED AT RECEPTION NO. 9123329 OF THE DOUGLAS COUNTY RECORDS;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, S79°16'42"W, A DISTANCE OF 645.52 FEET;
THENCE N79°00'13"W, A DISTANCE OF 197.45 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4;
THENCE ALONG SAID EAST LINE S00°17'15"W, A DISTANCE OF 314.41 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER;
THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 S00°15'54"W, A DISTANCE OF 1,041.28 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE OF CROWFOOT VALLEY ROAD AND A POINT ON A CURVE;
THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES:
1) ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3,761.00 FEET AND A CENTRAL ANGLE OF 01°48'48" (THE CHORD OF WHICH BEARS S41°10'27"W, 119.02 FEET), 119.03 FEET;
2) NON-TANGENT TO SAID CURVE S40°40'53"W, A DISTANCE OF 245.65 FEET;
3) S42°04'51"W, A DISTANCE OF 958.65 FEET TO A POINT OF CURVE;
4) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 7,692.00 FEET AND A CENTRAL ANGLE OF 03°07'22", 419.23 FEET;
5) NON-TANGENT TO SAID CURVE S51°02'30"E, A DISTANCE OF 3.00 FEET TO A POINT ON A CURVE;
6) ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 7,689.00 FEET AND A CENTRAL ANGLE OF 02°17'08" (THE CHORD OF WHICH BEARS S37°48'55"W, 306.71 FEET), 306.73 FEET TO A POINT OF TANGENT;
7) THENCE ALONG SAID TANGENT S36°40'21"W, A DISTANCE OF 79.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 353.878 ACRES, MORE OR LESS.

PREPARED BY:
STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

Property Owner Signature: _____ Date: _____
JEN Colorado 18, LLC

Print Name: _____

Title: _____

Planning Commission Acceptance:

This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission following a public hearing held on _____

_____
Plannning Director, on behalf of the Town of Parker Planning Commission

Town Council Acceptance:

This Development Plan was approved by the Town Council of the Town of Parker on the _____ day of _____, 2019, for the property described as the Hess Ranch Property. The zoning information shown hereon was confirmed with the adoption of Ordinance No. _____

_____
Mayor, Town of Parker

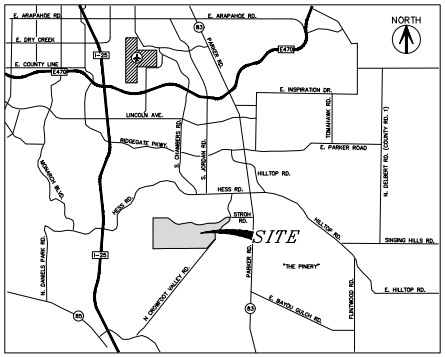
ATTEST: _____
Town Clerk

Clerk and Recorder's Certificate

STATE OF COLORADO }
} ss
COUNTY OF DOUGLAS }

I hereby certify that this Development Plan was filed in my office on this _____ day of _____, 2019 A.D. at _____ o'clock __M. and was recorded with reception number _____.

_____
Douglas County Clerk and Recorder



VICINITY MAP

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SHEET 2	NORTH PARCEL PD PLAN
SHEET 3	AMENDMENT 2 PD PLAN

NO.	REVISION	DATE	BY
1	1st SUBMITTAL	11-26-18	–
2	2nd SUBMITTAL	03-29-19	–
3	3rd SUBMITTAL	06-20-19	–
4			

HESS RANCH
PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

Developer
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

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

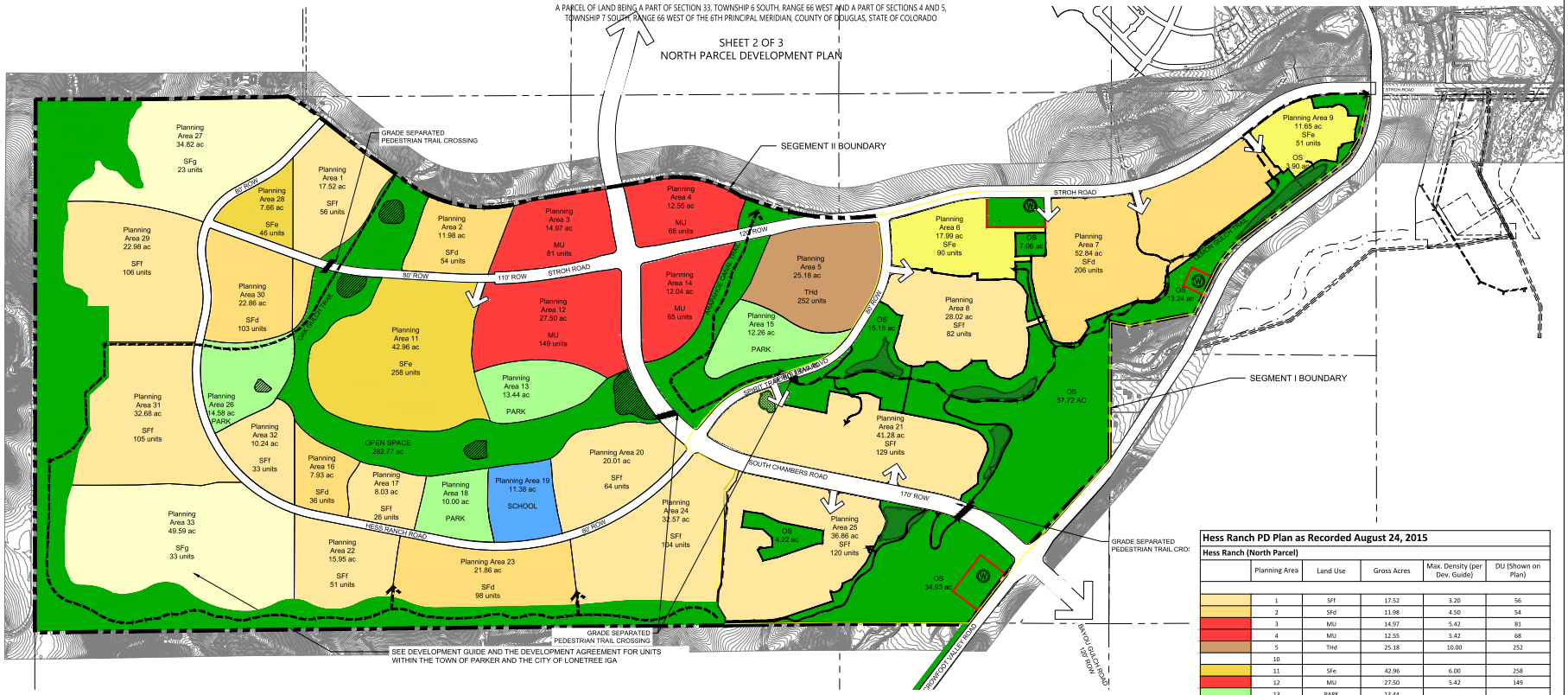
DATE: 03-29-2019
JOB NO: _____
DRAWN BY: _____
APPROVED: _____
CADD FILE: _____

COVER

HESS RANCH PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 2 OF 3
NORTH PARCEL DEVELOPMENT PLAN



LEGEND

- Site Boundary
- Segment I Boundary
- Planning Area Boundary
- Regional Trail
- Local Trail
- Detention Pond
- 100 Year Floodplain - FEMA Zone A
- Well Site

NOTE:
"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."

Hess Ranch Development Plan Amendment #2

Hess Ranch Amendment Area

	Planning Area	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	6	SFe	17.99	6.00	90
	7	SFd	52.84	4.50	206
	8	SFf	28.02	3.20	82
	9	SFe	11.65	6.00	51
	21	SFf	41.28	3.20	129
	25	SFf	36.86	3.20	120
		Open Space	136.25		
		Right of Way	28.97		
	TOTAL		**353.86**		**678**

Hess Ranch PD Plan as Recorded August 24, 2015

Hess Ranch (North Parcel)

	Planning Area	Land Use	Gross Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	1	SFf	17.52	3.20	56
	2	SFd	11.98	4.50	54
	3	MU	14.97	5.42	81
	4	MU	12.55	5.42	68
	5	THd	25.18	10.00	252
	10				
	11	SFe	42.96	6.00	258
	12	MU	27.50	5.42	149
	13	PARK	13.44		
	14	MU	12.04	5.42	65
	15	PARK	12.26		
	16	SFd	7.93	4.50	36
	17	SFf	8.03	3.20	26
	18	PARK	10.00		
	19	SCHOOL	11.38		
	20	SFf	20.01	3.20	64
	22	SFf	15.95	3.20	51
	23	SFd	21.86	4.50	98
	24	SFf	32.57	3.20	104
	26	PARK	14.58		
	27	SFg	34.82	0.67	23
	28	SFe	7.66	6.00	46
	29	SFf	32.98	3.20	106
	30	SFd	22.86	4.50	103
	31	SFf	32.68	3.20	105
	32	SFf	10.24	3.20	33
	33	SFg	49.59	0.67	33
		Open Space	169.83		
		Right of Way	87.44		
	SUBTOTAL		**781.99**	-	**1812**
	AMENDMENT SUBTOTAL		**353.87**	-	**678**
	TOTAL		**1135.86**	-	**2490**

NORTH

0' 500' 1000' 1500'
SCALE 1"= 500'

NO.	REVISION	DATE	BY
1	1st SUBMITTAL	11-26-18	-
2	2nd SUBMITTAL	03-29-19	-
3	3rd SUBMITTAL	06-20-19	-
4			

HESS RANCH
PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

Developer
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

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

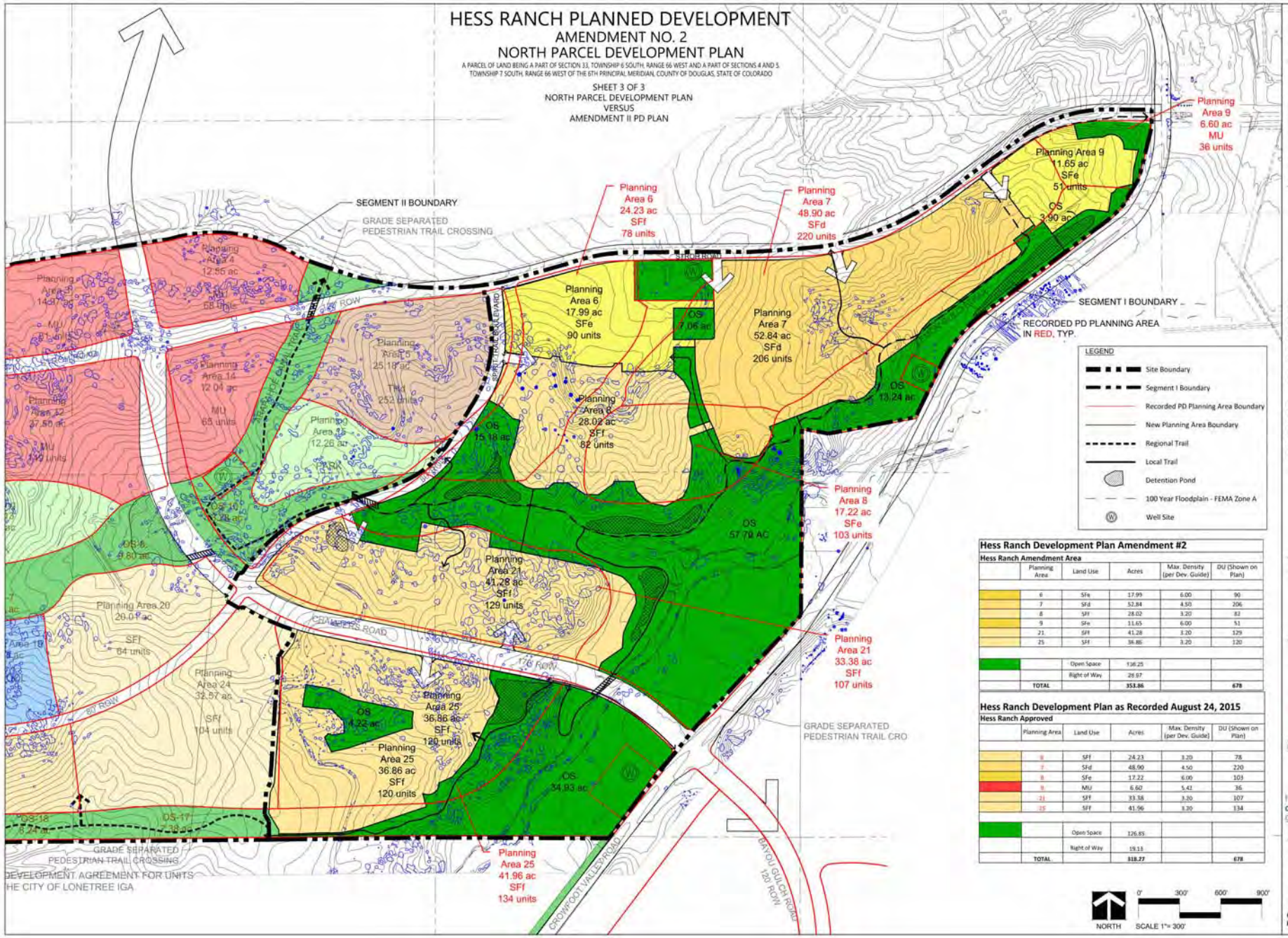
DATE: 03-29-2019
JOB NO:
DRAWN BY:
APPROVED:
CADD FILE:

SHEET 2

HESS RANCH PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

A PARCEL OF LAND BEING A PART OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4 AND 5, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

SHEET 3 OF 3
NORTH PARCEL DEVELOPMENT PLAN
VERSUS
AMENDMENT II PD PLAN



Hess Ranch Development Plan Amendment #2

Hess Ranch Amendment Area

	Planning Area	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	6	SFe	17.99	6.00	90
	7	SFd	52.84	4.50	206
	8	SFf	28.02	3.20	82
	9	SFe	11.65	6.00	51
	21	SFf	41.28	3.20	129
	25	SFf	36.86	3.20	120
		Open Space	136.25		
		Right of Way	28.97		
	TOTAL		353.86		678

Hess Ranch Development Plan as Recorded August 24, 2015

Hess Ranch Approved

	Planning Area	Land Use	Acres	Max. Density (per Dev. Guide)	DU (Shown on Plan)
	6	SFf	24.23	3.20	78
	7	SFd	48.90	4.50	220
	8	SFe	17.22	6.00	103
	9	MU	6.60	5.41	36
	21	SFf	33.38	3.20	107
	25	SFf	41.96	3.20	134
		Open Space	126.85		
		Right of Way	19.13		
	TOTAL		318.27		678

NO.	REVISION	DATE	BY
1	1ST SUBMITTAL	11-26-18	-
2	2nd SUBMITTAL	03-29-19	-
3	3rd SUBMITTAL	06-20-19	-
4			

HESS RANCH
PLANNED DEVELOPMENT
AMENDMENT NO. 2
NORTH PARCEL DEVELOPMENT PLAN

Developer
Front Range Communities
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

Civil Engineer
EMK Consultants
7006 S. Alton Way, Bldg. F
Centennial, CO 80112
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The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
303.446.2368

DATE: 03-29-2019
JOB NO: -
DRAWN BY: -
APPROVED: -
CADD FILE: -

SHEET 3

June 20, 2019

Mr. Paul Workman, Senior Planner
Town of Parker Community Development
20120 East Mainstreet
Parker, CO 80138

RE: Hess Ranch Filing No. 1 (Looking Glass) Sketch/Preliminary Plan for Infrastructure

Dear Paul,

The Henry Design Group, Inc., on behalf of JEN Colorado 18, LLC., the landowner and Front Range Communities, LLC the applicant, is pleased to submit this narrative in support of the proposed Filing No. 1 Sketch/Preliminary Plan for infrastructure. The following information is provided in accordance with Section 13.07-060 and 13.07-070 of the Town of Parker Land Development Code.

1. Applicant / Design Team

Owner/Applicant:
JEN Colorado 18, LLC
Front Range Communities, LLC
Matthew Osborn 303-589-5970
Lawrence Jacobson 303-748-5466
4100 E. Mississippi Ave., Suite 500
Denver, CO 80246
mosborn@frontrangecommunities.com
ljacobson@frontrangecommunities.com

Planner/Landscape Architect:
The Henry Design Group, Inc.
Karen Z. Henry, PLA
1501 Wazee Street, Suite 1-C
Denver, CO 80202
303-446-2368
khenry@henrydesigngroup.com

Civil Engineer:
EMK Consultants, Inc.
Eric McDaniel, PE
7006 S. Alton Way, Building F
Centennial, CO 80112
303-694-1520
emcdaniel@emkc.com

Drainage Engineer:
Muller Engineering Company
Jim Wulliman, PE
777 S. Wadsworth Blvd, Suite 4-100
Lakewood, CP 80226
303-988-4939 x 231
jwulliman@mullereng.com

2. Project Location

Hess Ranch (Looking Glass) Filing No. 1 Sketch/Preliminary Plan for infrastructure consists of 1135.8589 acres of gently rolling terrain in a developing area of the Town of Parker. The site is generally described as being located in Section 33 of Township 6 South and portions of Sections 4, 5 and 6 of Township 7 South, Range 66 West of the 6th PM. The site is bounded to the north by Stroh Road and Anthology North, to the east by Crowfoot Valley Road; to the west by Douglas County land zoned A-1 and to the south by agricultural land in Douglas County.

3. Filing 1 Sketch/Preliminary Plan for Infrastructure Intent

The site is currently zoned Planned Development (PD) in Town of Parker for a variety of land uses. The intent of this Filing No. 1 Sketch/Preliminary Plan is to establish the spine roadway and drainage infrastructure for Segment 1 of the property east of Spirit Trail Boulevard. The Sketch/Preliminary Plan also establishes eight (8) non-buildable Tracts across the 1135 acres that will need to be re-platted in the future to allow for development of the mixed-use neighborhood. It is anticipated that the first detailed Sketch/Preliminary Plan for individual developable lots will be prepared for Segment 1.

The primary roadways included within the Sketch/Preliminary Plan are the design of Stroh Road from Crowfoot Valley Road to Spirit Trail Boulevard (Collector); Spirit Trail Boulevard from Stroh Road to Chambers Road; and Chambers Road from Spirit Trail Boulevard to Crowfoot Valley Road.

The Sketch/Preliminary Plan Filing No. 1 for infrastructure drainage improvements are provided to accommodate storm drainage needs from the primary road corridors. These drainage improvements are considered the initial phase, with future improvements necessary with the design of the development areas. The proposed drainage system implements a wholistic low maintenance stream approach. The approach uses techniques to reduce the increased runoff from development to levels closer to natural predeveloped watershed conditions and thus enable softer practices -- more reliant on-stream form, vegetation, and natural materials -- to stabilize streams. Generally, this establishes a dendritic drainage framework for a more sensitive and natural approach to

drainage swales and stormwater detention facilities that will be located within open space corridors, Planning Areas, Lemon Gulch and the primary stream corridor which bisects the property. Additionally, the wholistic low maintenance stream approach aids in preserving more of the existing native vegetation.

The more specific design at time of the detailed Sketch Plan and Preliminary Plan for individual developable lots will reinforce the modifications proposed by the accompanying PD Amendment which includes a more sensitive design to the site's natural topography, existing vegetation and drainage system. The PD also provides additional open space, and a comprehensive trail network while incorporating a more natural approach to the drainage system including vegetated swales to convey storm drainage from within the Planning Areas to the primary natural drainage corridors and detention facilities.

4. Zoning

The proposed Sketch/Preliminary Plan for infrastructure is in conformance with the proposed PD Amendment for to the Hess Ranch PD. The eight (8) Tracts indicated on the Sketch/Preliminary Plan are designated on the PD Plan Amendment for a variety of future residential uses, mixed uses, parks, open space and schools. The concurrent PD Amendment application proposes modifications to Segment 1 of the Hess Ranch PD. The amendment provides for minor adjustment to the Planning Area Boundaries and the proposed number of dwelling units within each Planning Area in response to the site's topography, existing vegetation and proposed natural, low maintenance drainage system. The PD Amendment does not increase the number of dwelling units permitted in Segment 1 of the original Hess Ranch PD.

5. Surrounding Land Uses

North: Town of Parker - Anthology North PD – Residential
South: Douglas County A-1
East: Town of Parker – Meadowlark PD and Douglas County A-1 and RR
West: Douglas County A-1

6. Development Schedule

The area proposed within the initial phase of development located east of Spirit Trail Boulevard is anticipated to have the entitlement process complete in summer of 2019 with infrastructure commencing as soon as possible after infrastructure plans have been approved. Buildout of this initial phase is predicted to occur over the next three (3) to five (5) years. Future phases will occur based on market demand.

7. Filing No. 1 Sketch/Preliminary Plan for Infrastructure

The following plans and reports are Included with the Filing 1 Sketch/Preliminary Plan for infrastructure submittal:

a. Sketch/Preliminary Plan Exhibit
b. Roadway Construction Plans and documents
c. Drainage Report and Plan
d. Utility Report and Construction documents
e. Master Street Tree plan
f. Traffic Impact Analysis

g. Geology/Soil Report
h. Existing Conditions Map
i. Tree Inventory to follow under separate cover

Overall, this Sketch/Preliminary Plan for Infrastructure establishes the framework for the Final Plat which is the next step to facilitate the design and construction of the infrastructure necessary for the development of Looking Glass. As proposed, the Sketch/Preliminary Plan for infrastructure is in conformance with the Hess Ranch-North Parcel PD as amended and the Town of Parker 2035 Master Plan.

Thank you for your time and consideration of the Hess Ranch- Looking Glass Filing No. 1 Sketch/Preliminary Plan for infrastructure. As always, we look forward to continuing to work with the Town to see this exciting neighborhood to fruition. Please feel free to contact me if you have any questions or need additional information.

Sincerely yours,

Karen Z. Henry
President, Henry Design Group, Inc.

cc: Matthew Osborn, and Lawrence Jacobson Front Range Communities, LLC
Eric McDaniel, EMK Consultants, Inc.

LOOKING GLASS FILING NO. 1

SKETCH/PRELIMINARY PLAN

THE INTENT OF THIS PLAN IS TO CREATE RIGHT-OF-WAY FOR MAJOR ROADWAYS AND SUPPORT FUTURE DEVELOPMENT OF THE SURROUNDING PLANNING AREAS.

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
1,135.86 ACRES

SHEET 1 OF 9
COVER SHEET

LEGAL DESCRIPTION

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 06 SECONDS WEST, A DISTANCE OF 73.04 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, LSP NO. 10002474, 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 14 MINUTES 48 SECONDS WEST, A DISTANCE OF 84.10 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 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 21.06 FEET);

3) SOUTH 13 DEGREES 41 MINUTES 33 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 03 MINUTES 01 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 13 MINUTES 49 SECONDS WEST, A DISTANCE OF 157.31 FEET);

6) SOUTH 52 DEGREES 22 MINUTES 39 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 48 SECONDS, A RADIUS OF 900.00 FEET, AND AN ARC LENGTH OF 248.92 FEET, (CHORD BEARS SOUTH 45 DEGREES 18 MINUTES 01 SECONDS WEST, A DISTANCE OF 248.13 FEET);

8) SOUTH 53 DEGREES 13 MINUTES 25 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 24 SECONDS, A RADIUS OF 1,010.00 FEET, AND AN ARC LENGTH OF 481.07 FEET, (CHORD BEARS SOUTH 39 DEGREES 34 MINUTES 43 SECONDS WEST, A DISTANCE OF 476.53 FEET)

10) SOUTH 25 DEGREES 56 MINUTES 01 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 16 MINUTES 42 SECONDS WEST, A DISTANCE OF 645.52 FEET;

2) NORTH 79 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 197.45 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 17 MINUTES 15 SECONDS WEST, ALONG SAID WEST LINE, A DISTANCE OF 314.41 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00 DEGREES 15 MINUTES 54 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1,041.28 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) ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 48 MINUTES 48 SECONDS, A RADIUS OF 3,761.00 FEET, AND AN ARC LENGTH OF 119.93 FEET, (CHORD BEARS SOUTH 41 DEGREES 10 MINUTES 27 SECONDS WEST, A DISTANCE OF 119.02 FEET);

2) SOUTH 40 DEGREES 40 MINUTES 53 SECONDS WEST, A DISTANCE OF 245.65 FEET;

3) SOUTH 42 DEGREES 04 MINUTES 51 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 419.23 FEET, (CHORD BEARS SOUTH 40 DEGREES 31 MINUTES 10 SECONDS WEST, A DISTANCE OF 419.18 FEET)

5) SOUTH 51 DEGREES 02 MINUTES 31 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 08 SECONDS, A RADIUS OF 7,689.00 FEET, AND AN ARC LENGTH OF 306.73 FEET, (CHORD BEARS SOUTH 37 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 306.71 FEET);

7) SOUTH 36 DEGREES 40 MINUTES 21 SECONDS WEST, A DISTANCE OF 79.57 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH 89 DEGREES 43 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1275.36 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH 89 DEGREES 16 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 2639.06 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 44 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 2643.05 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 08 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,644.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 00 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG THE CENTER LINE OF SAID SECTION 6, A DISTANCE OF 5,240.64 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 6;

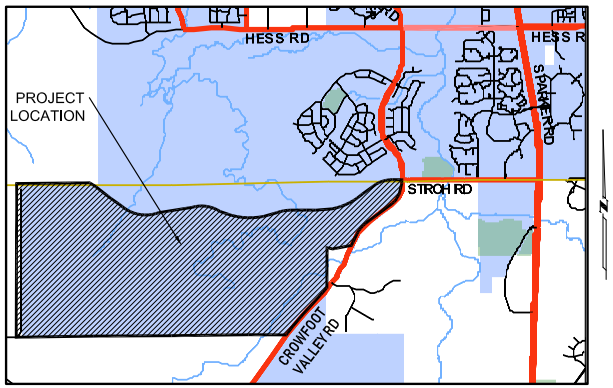
THENCE NORTH 89 DEGREES 24 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2,484.33 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 23 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS SOUTH 57 DEGREES 41 MINUTES 27 SECONDS EAST, A DISTANCE OF 263.06 FEET);

THENCE SOUTH 52 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 651.65 FEET;

THENCE SOUTH 55 DEGREES 15 MINUTES 38 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 03 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.69 FEET (CHORD BEARS SOUTH 79 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 1,314.97 FEET);



VICINITY MAP
SCALE: 1"=2000'

LEGAL DESCRIPTION (CONTINUED)

THENCE NORTH 81 DEGREES 01 MINUTES 59 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 53 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.86 FEET, (CHORD BEARS SOUTH 81 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 71 DEGREES 26 MINUTES 40 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 2408.42 FEET, AND AN ARC LENGTH OF 1,091.15 FEET (CHORD BEARS SOUTH 88 DEGREES 02 MINUTES 01 SECONDS EAST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 74 DEGREES 13 MINUTES 52 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 07 SECONDS EAST, A DISTANCE OF 477.78 FEET);

THENCE NORTH 89 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 543.29 FEET;

THENCE SOUTH 89 DEGREES 40 MINUTES 07 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 555.22 FEET, (CHORD BEARS NORTH 85 DEGREES 41 MINUTES 05 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 54 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN ARC LENGTH OF 936.40 FEET, (CHORD BEARS NORTH 66 DEGREES 58 MINUTES 29 SECONDS EAST, A DISTANCE OF 929.33 FEET);

THENCE NORTH 52 DEGREES 19 MINUTES 16 SECONDS EAST, A DISTANCE OF 242.53 FEET;

THENCE NORTH 54 DEGREES 06 MINUTES 02 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 26 SECONDS, A RADIUS OF 1,070.97 FEET, AND AN ARC LENGTH OF 598.59 FEET, (CHORD BEARS NORTH 74 DEGREES 28 MINUTES 16 SECONDS EAST, A DISTANCE OF 590.83 FEET);

THENCE SOUTH 89 DEGREES 31 MINUTES 00 SECONDS EAST, A DISTANCE OF 314.11 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.60 FEET TO THE POINT OF BEGINNING.

CONTAINS 49,478,012 SQUARE FEET OR 1,135.859 ACRES

SURVEYOR'S CERTIFICATE

I, STEPHEN H. HARDING, PLS #29040, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS SKETCH/PRELIMINARY PLAN OF LOOKING GLASS FILING NO. 1 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THIS SKETCH/PRELIMINARY PLAN HAS BEEN PREPARED IN COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY AND WITHIN MY CONTROL AND IS ACCURATE TO THE BEST OF BY KNOWLEDGE, INFORMATION AND BELIEF.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR STEPHEN H. HARDING 29040

STEPHEN H. HARDING, PLS
FOR AND ON BEHALF OF
EMK CONSULTANTS, INC.

DATE

OWNER

IN WITNESS WHEREOF, JEN COLORADO 18, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED BY LAWRENCE JACOBSON, MANAGER OF FRONT RANGE COMMUNITIES, LLC, THIS _____ DAY OF _____, 2019, A.D..

BY: _____

MANAGER OF _____.

STATE OF COLORADO)
) SS
COUNTY OF ARAPAHOE)

ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____

_____ MANAGER OF _____

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND MY OFFICIAL SEAL.

MY BUSINESS ADDRESS IS: _____

_____

_____

NOTARY PUBLIC

NOTES

1. HOMEOWNERS ASSOCIATION WILL MAINTAIN OPEN SPACE TRACTS, TREE LAWNS, AND MEDIAN LANDSCAPING.
2. TEN FOOT (10') WIDE UTILITY EASEMENTS SHALL BE GRANTED ON PRIVATE PROPERTY ADJACENT TO THE FRONT AND TEN FOOT (10') WIDE UTILITY EASEMENTS SHALL BE GRANTED ON PRIVATE PROPERTY ADJACENT TO THE REAR LOT LINES OF EACH LOT IN THE SUBDIVISION OR PLATTED AREA INCLUDING LOTS, TRACTS, PARCELS AND/OR OPEN SPACE AREAS. THESE EASEMENTS ARE DEDICATED FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION CABLE, AND TELECOMMUNICATION FACILITIES. UTILITIES SHALL ALSO BE PERMITTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES AND WATER METERS SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS.
3. LANDSCAPING MAY BE ALLOWED WITHIN THE SIGHT DISTANCE TRIANGLES AND EASEMENTS BUT NO SOLID STRUCTURES. SOLID STRUCTURES INCLUDE, BUT NOT LIMITED TO FENCES AND UTILITY BOXES. SHRUBS AND PLANTING SHALL BE NO TALLER THAN 3 FEET AND TREE CANOPIES SHALL BE NO LOWER THAN 8 FEET. LANDSCAPING WITHIN THIS AREA SHALL BE MAINTAINED BY THE LANDOWNER OR HOA.
4. THE 100-YEAR FLOODPLAIN DELINEATED ON THE PLAT IS THE REGULATORY 100-YEAR FLOODPLAIN AS DEPICTED ON THE TOWN OF PARKER FLOOD INSURANCE RATE MAP PANEL 080310 0089 F, DATED SEPTEMBER 30, 2005.
5. BASIS OF BEARINGS: BEARINGS SHOWN HEREIN ARE ASSUMED AND ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER SECTION 4, T7S, R66W, 6TH P.M. WHICH BEARS S89°14'06"W BETWEEN THE MONUMENTS SHOWN HEREIN.
6. THE LINEAL UNITS OF MEASURE SHOWN ON THIS SURVEY ARE BASED UPON THE U.S. SURVEY FOOT.

LAND USE SUMMARY

DESCRIPTION	AREA
RIGHT-OF-WAY	29.064 AC
UNBUILDABLE TRACTS	1106.795 AC
TOTAL	1135.859 AC

TRACT	AREA	USE	PROPOSED OWNERSHIP
A	209.683 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
B	76.026 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
C	21.036 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
D	17.275 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
E	29.064 AC	RIGHT-OF-WAY	RETAINED BY OWNER
F	0.292 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
G	0.391 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
H	0.106 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
J	781.986 AC	UNBUILDABLE TRACTS	RETAINED BY OWNER
TOTAL	1135.859 AC		

SHEET INDEX

1	COVER SHEET
2	OVERALL SITE
3-9	PLAT SHEETS

APPLICANT/DEVELOPER:

FRONT RANGE COMMUNITIES, LLC.
JEN COLORADO 18, LLC
4100 E. MISSISSIPPI AVE.
DENVER, COLORADO 80246
CONTACT: LAWRENCE JACOBSON
303-748-5466

PLANNER:

HENRY DESIGN GROUP
1501 WAZEE STREET
SUITE 1-C, DENVER,
COLORADO 80202
303-446-2368

ENGINEER/SURVEYOR:

EMK CONSULTANTS, INC.
7006 S. ALTON WAY, BLDG. F
CENTENNIAL, CO 80112
(303) 694-1520

PREPARED BY

EMK CONSULTANTS, INC.
LAND DEVELOPMENT
ENGINEERING ■ SURVEYING
7006 SOUTH ALTON WAY, BLDG. F
CENTENNIAL, COLORADO 80112-2019
(303)694-1520 www.EMKC.com

JOB NO. 13095.00

LOOKING GLASS FILING NO. 1
DATE PREPARED: NOVEMBER 16, 2018
REVISED : JUNE 17, 2019
APPLICANT/DEVELOPER
FRONT RANGE COMMUNITIES, LLC
JEN COLORADO 18, LLC
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DENVER, COLORADO 80246
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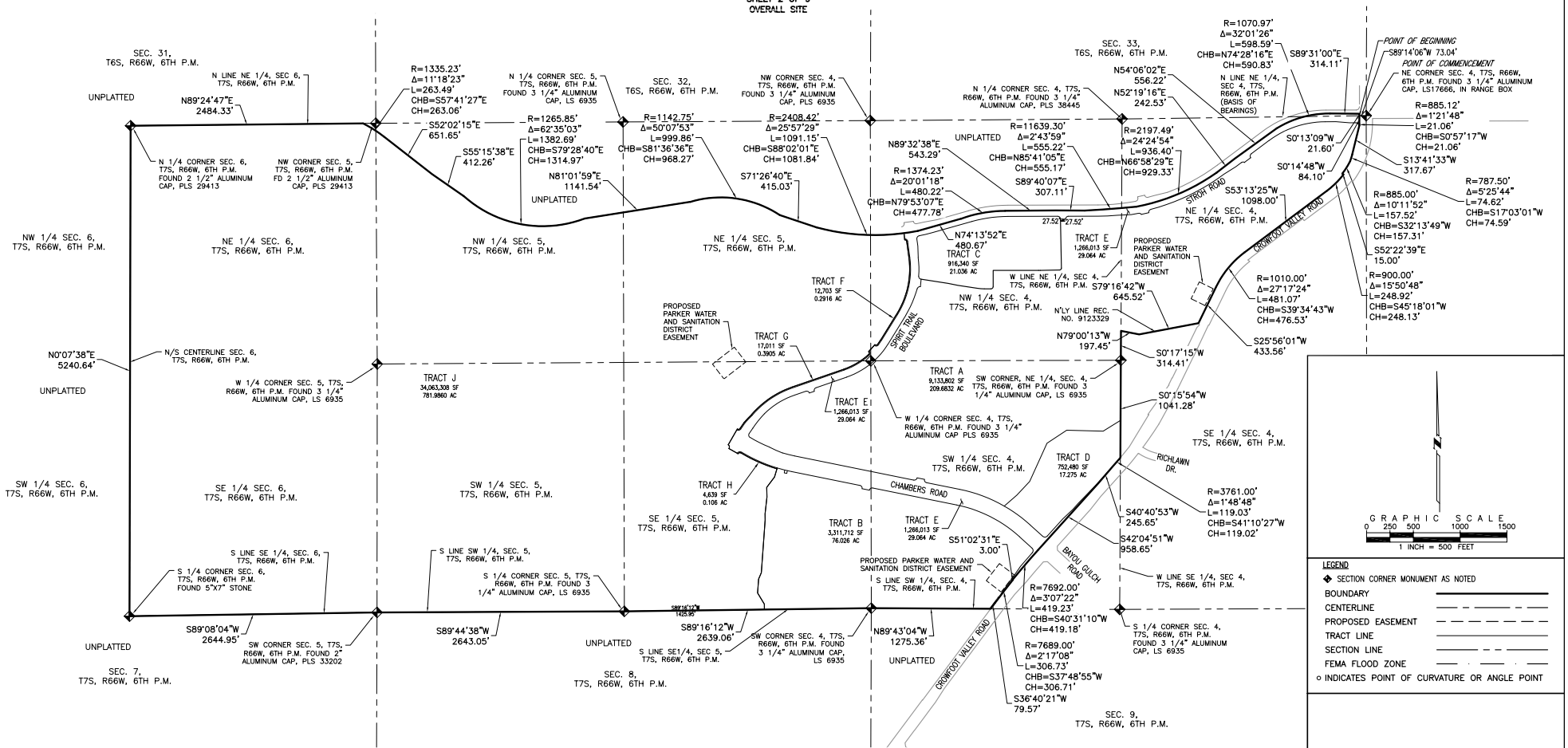
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
1,135.86 ACRES

SHEET 2 OF 9
OVERALL SITE



LEGEND

- ◆ SECTION CORNER MONUMENT AS NOTED
- BOUNDARY
- CENTERLINE
- PROPOSED EASEMENT
- TRACT LINE
- SECTION LINE
- FEMA FLOOD ZONE
- ○ INDICATES POINT OF CURVATURE OR ANGLE POINT

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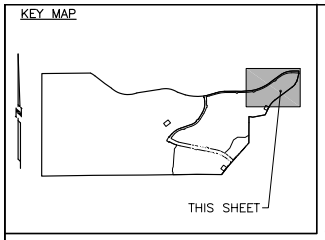
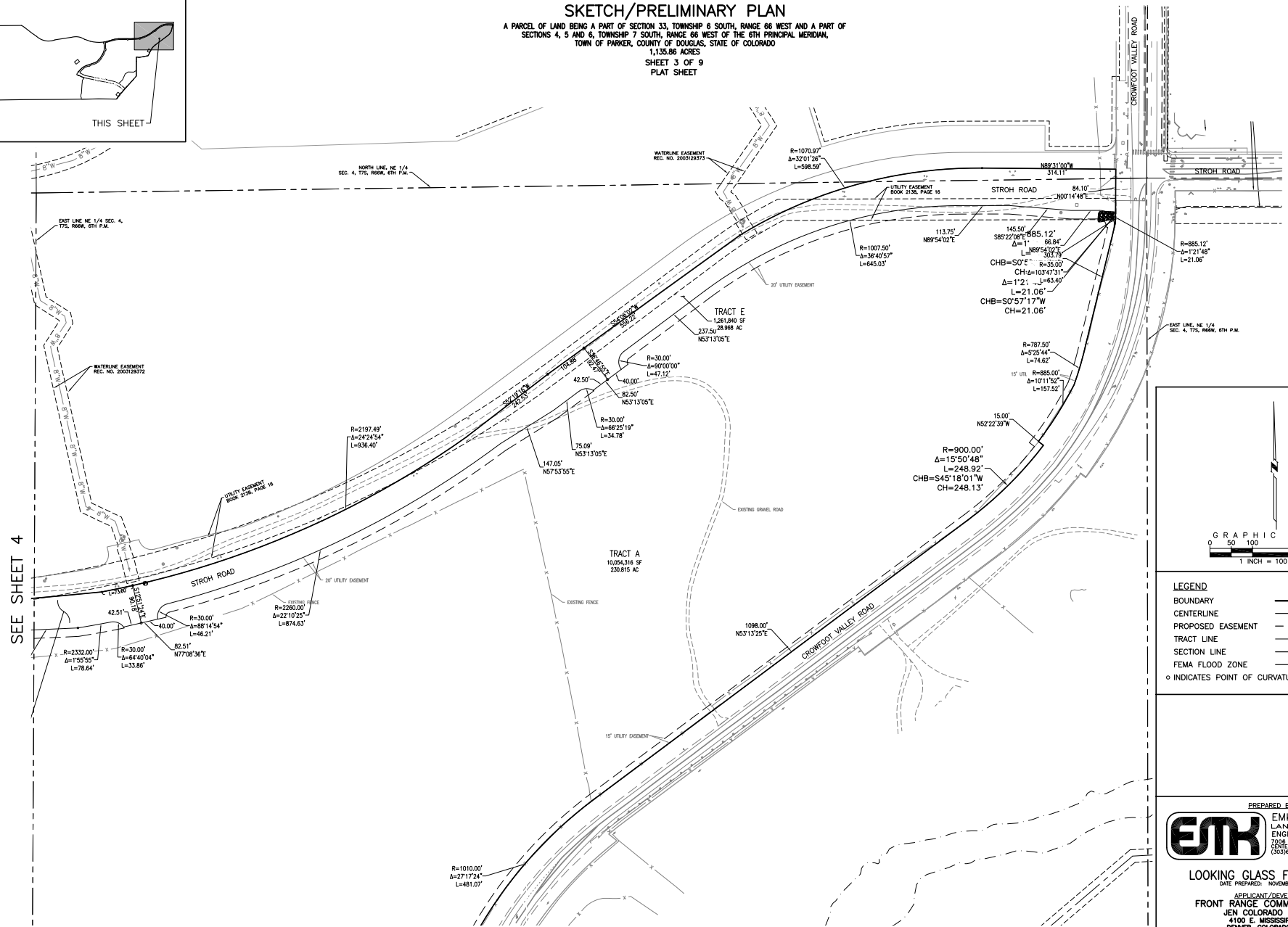
SHEET 3 OF 9
PLAT SHEET

KEY MAP





GRAPHIC SCALE
0 50 100 200 300
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SHEET 4 OF 9
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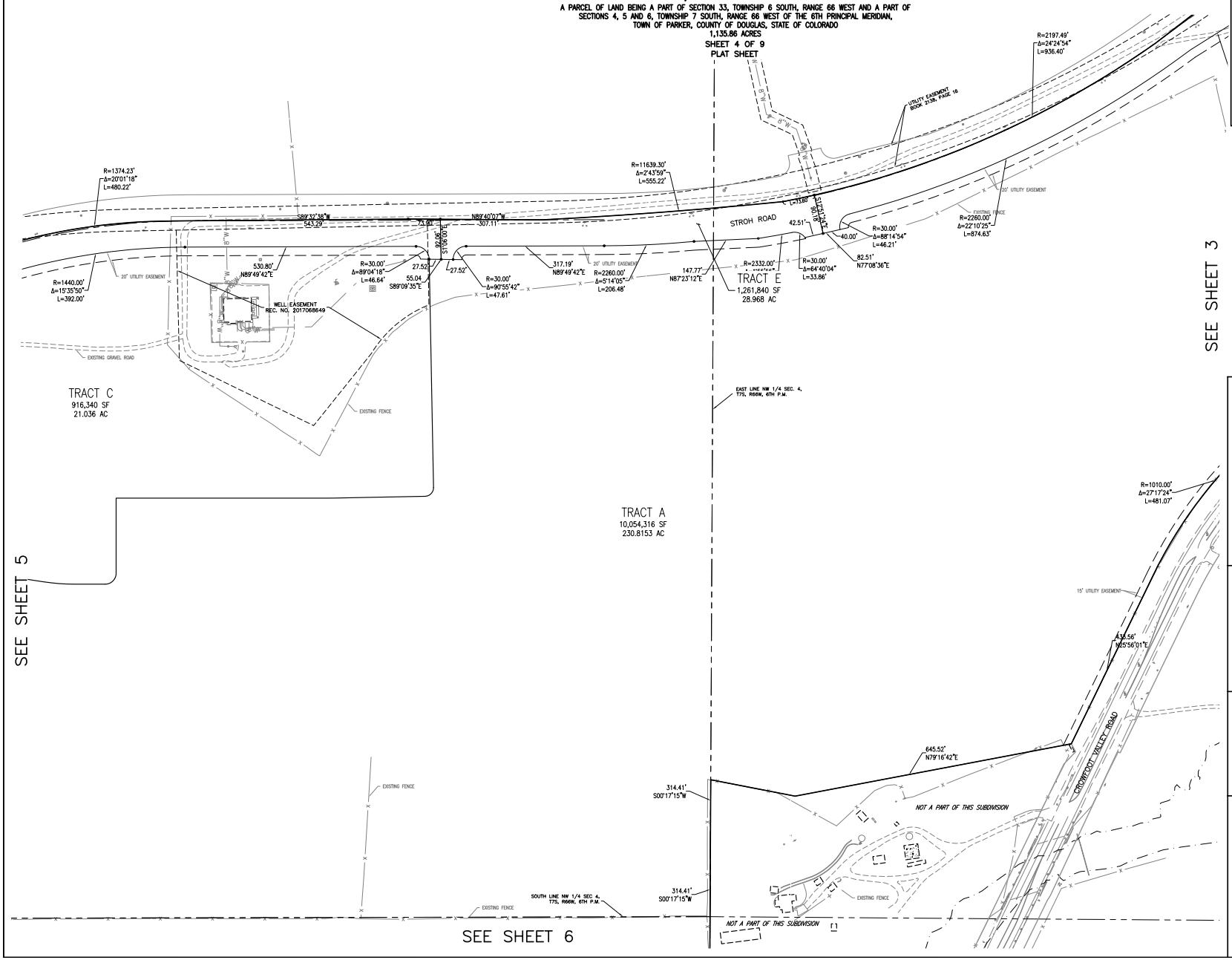

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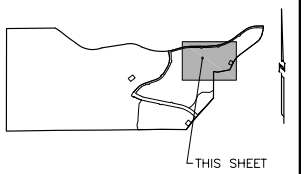

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SHEET 5 OF 9
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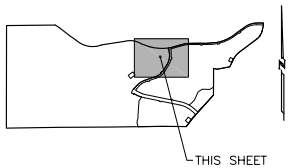

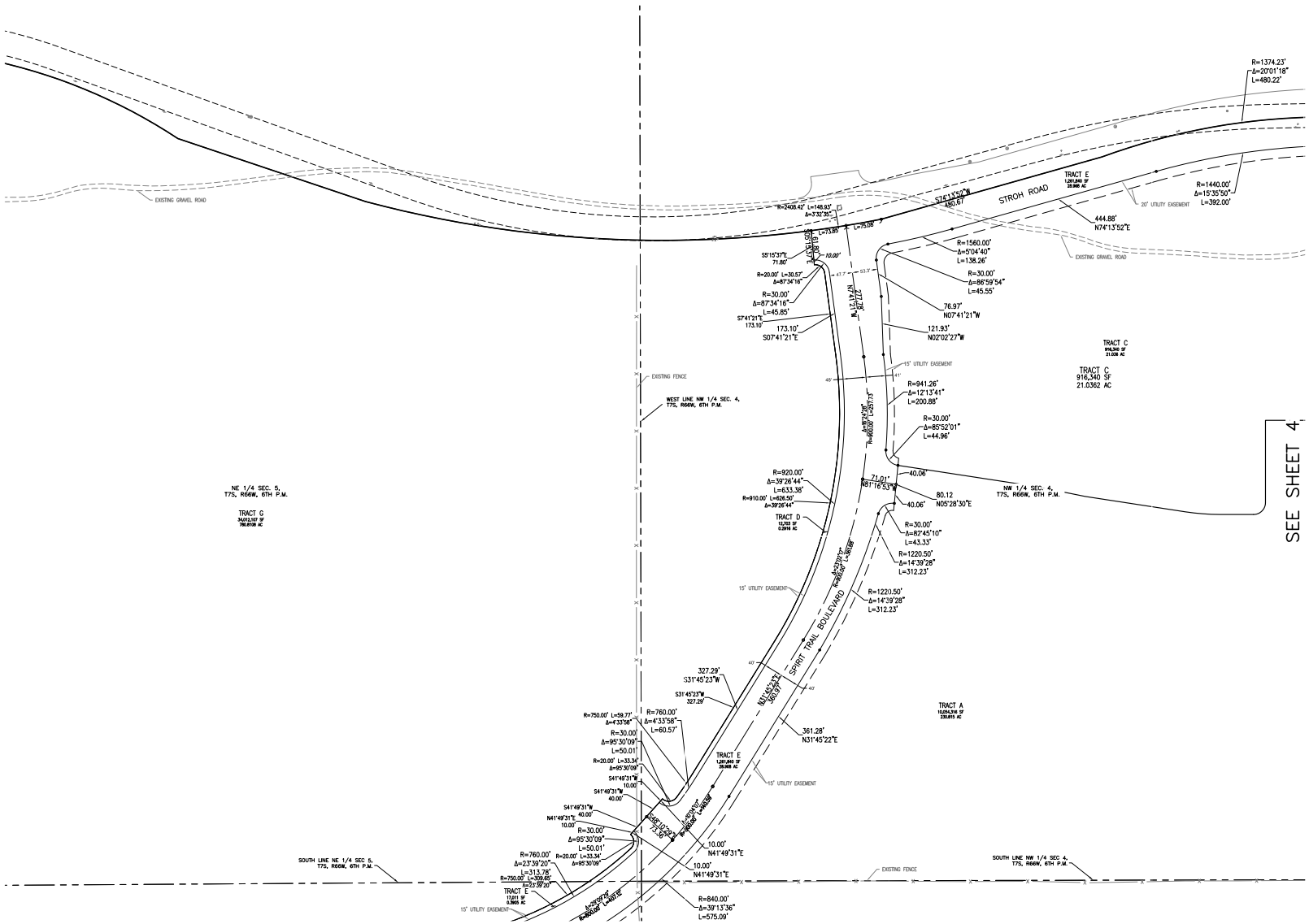

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SHEET 6 OF 9
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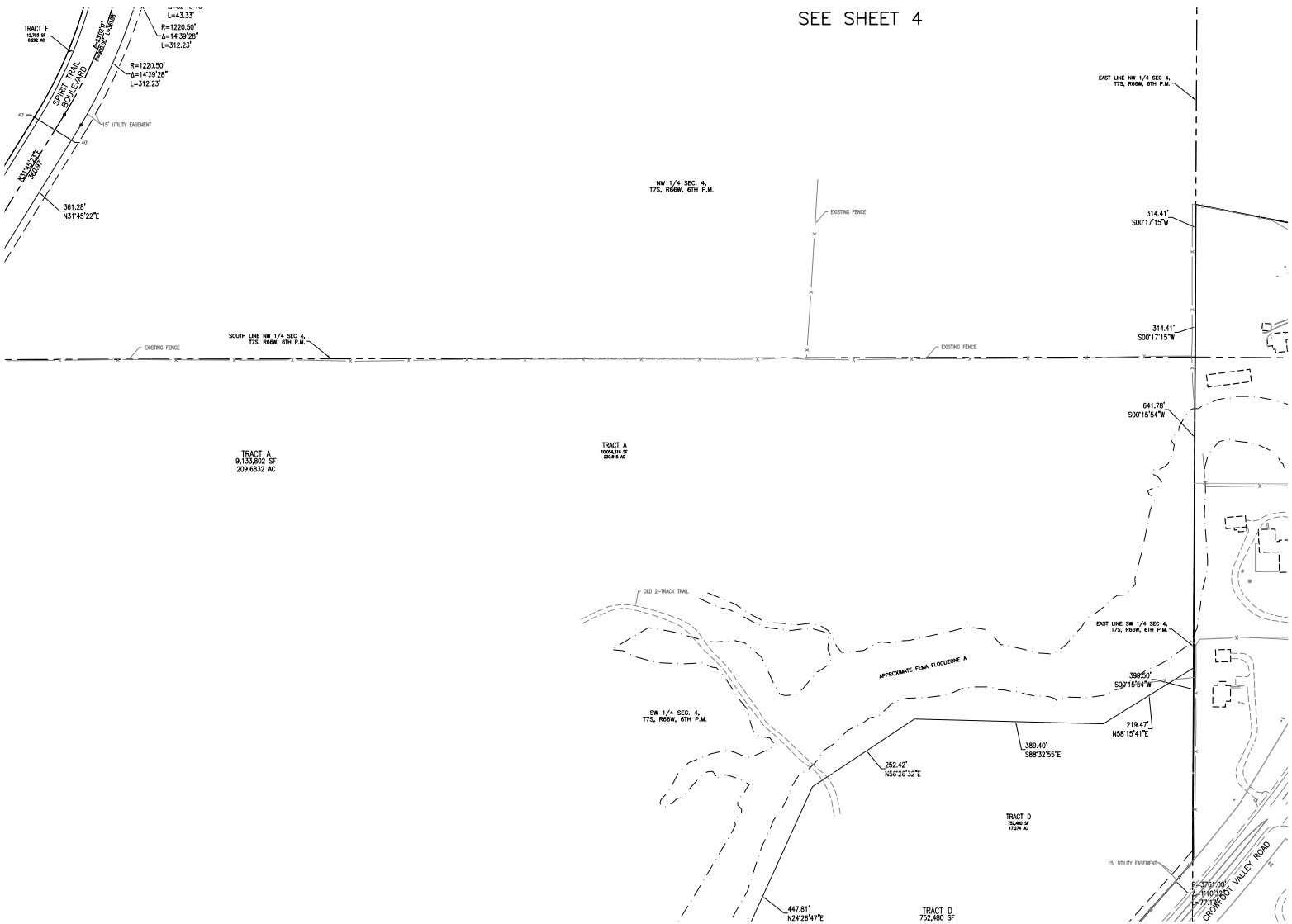

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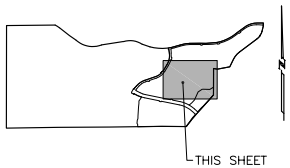

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SHEET 7 OF 9
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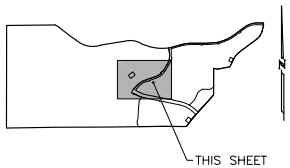

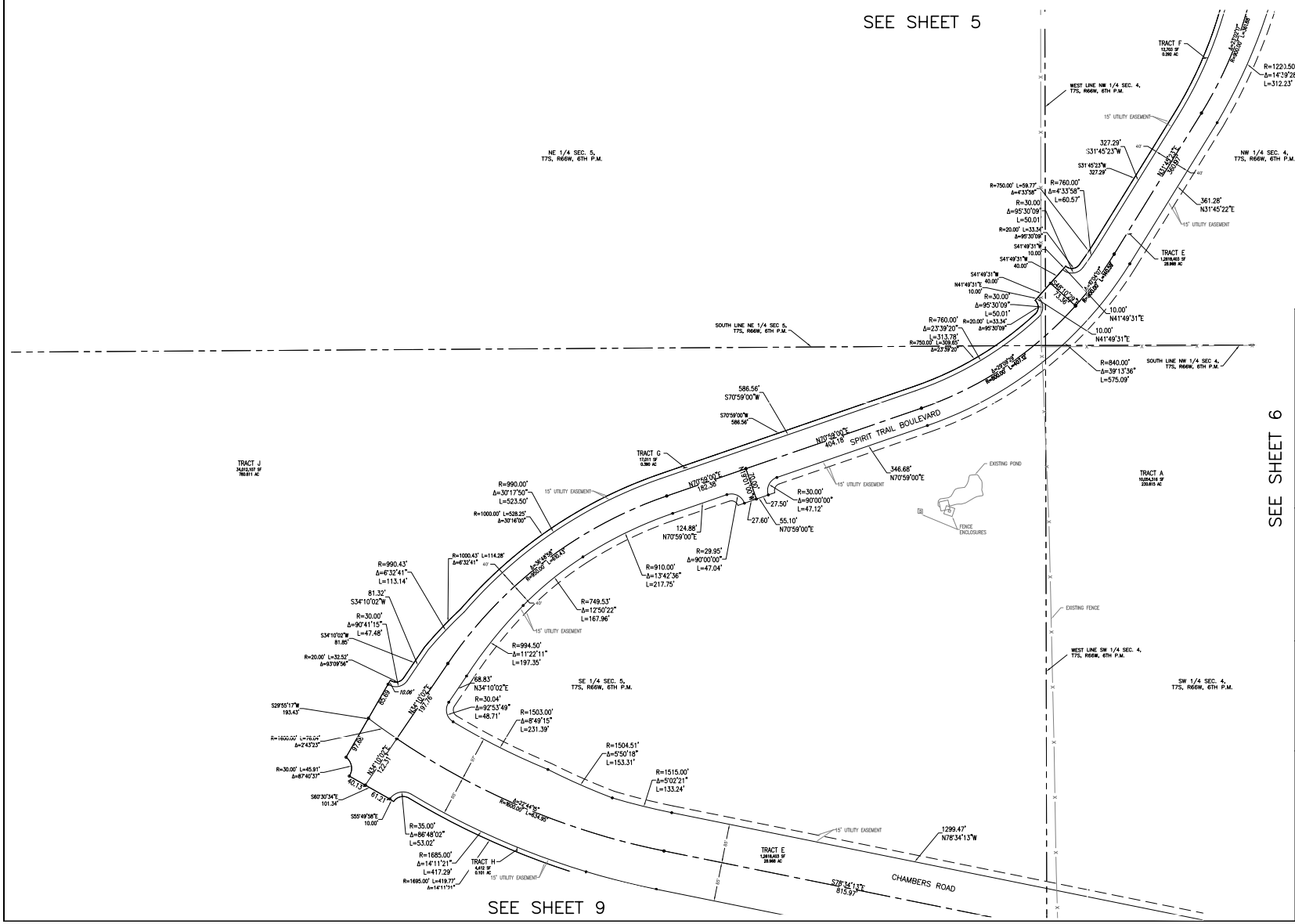

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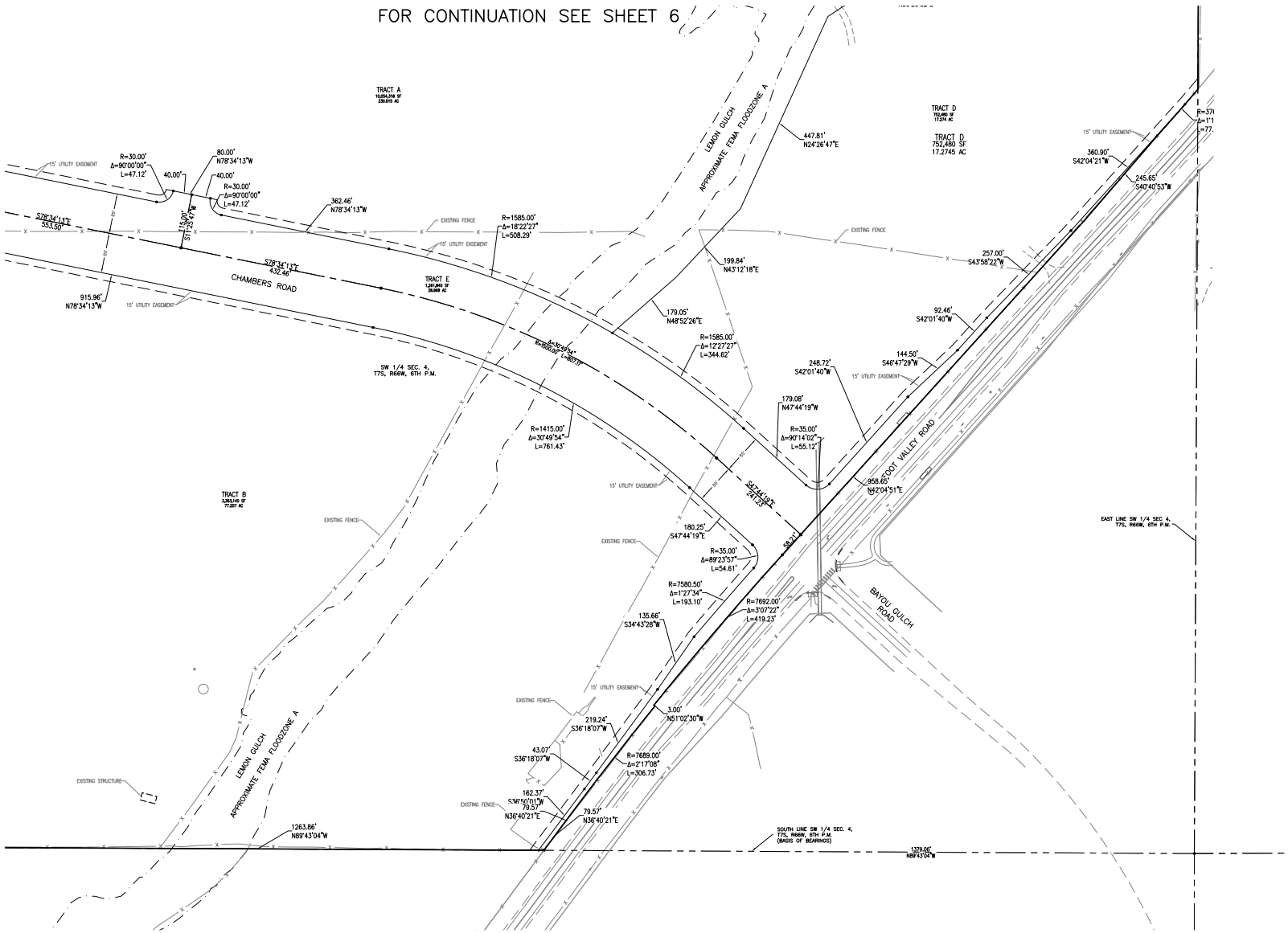
SHEET 8 OF 9
PLAT SHEET

FOR CONTINUATION SEE SHEET 6

FOR CONTINUATION SEE SHEET 9



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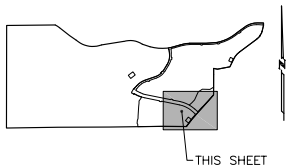

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SHEET 9 OF 9
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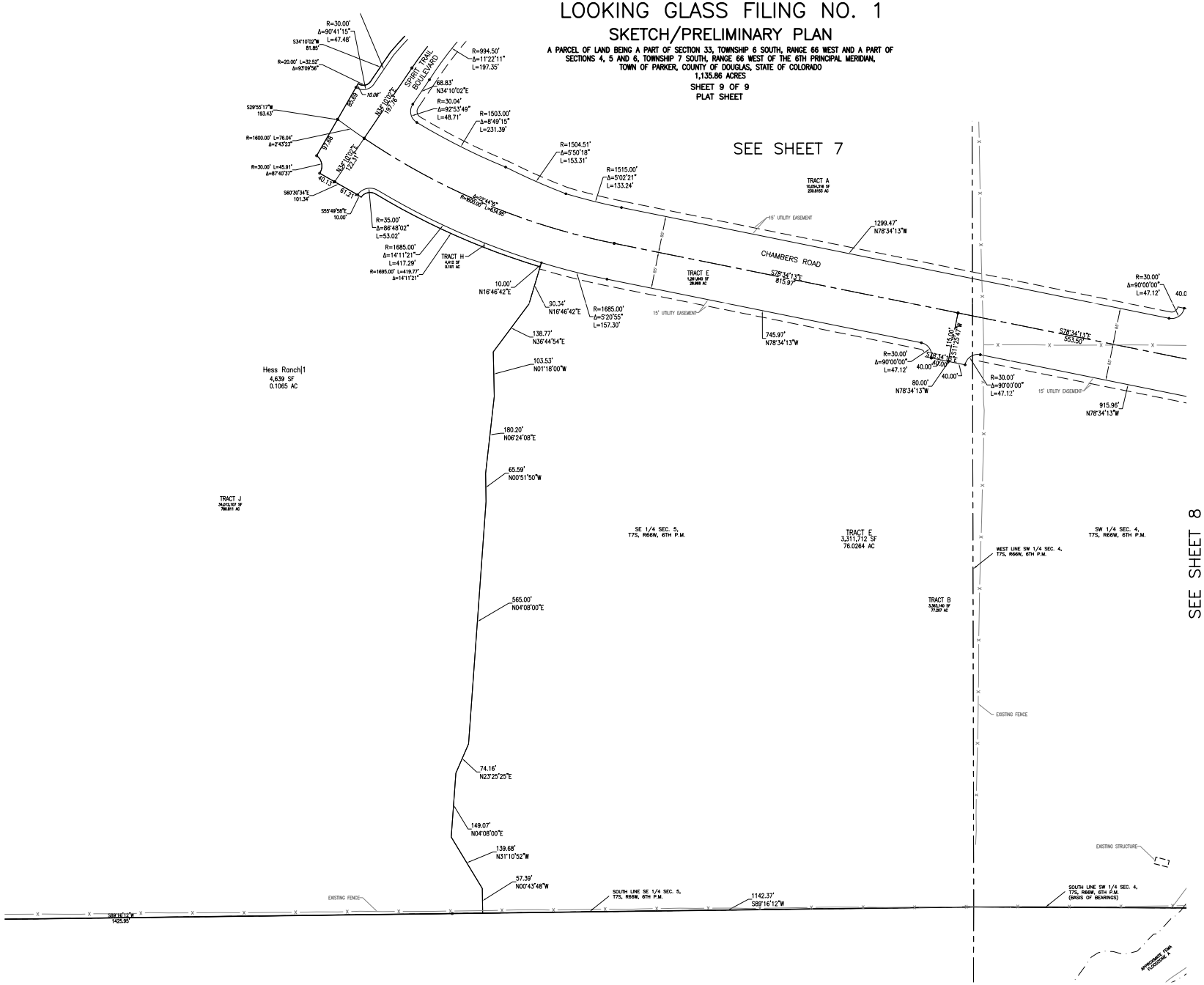

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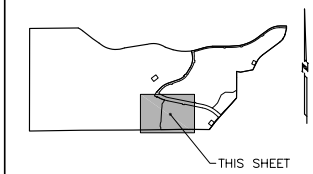

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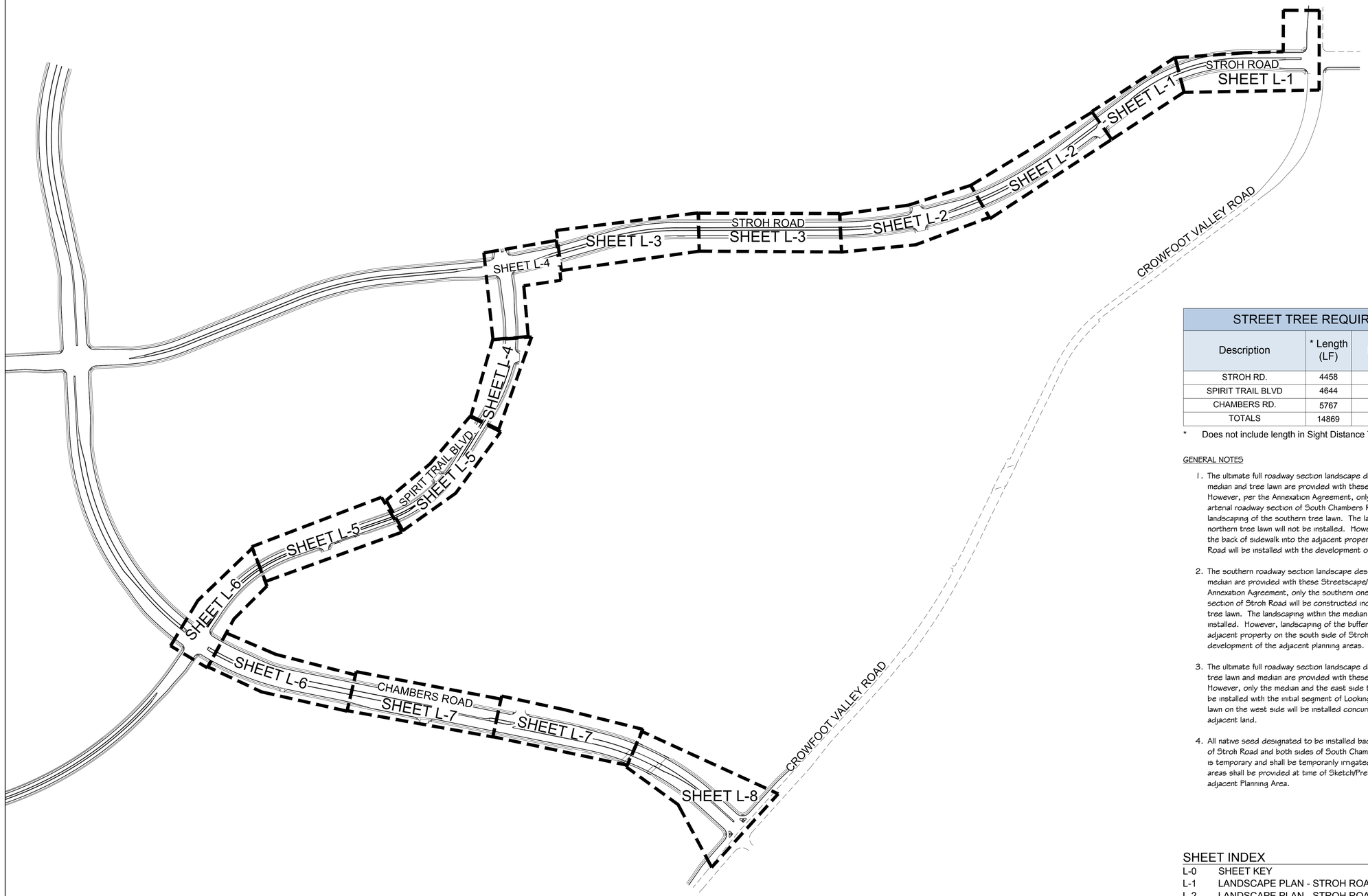

STREET TREE REQUIREMENTS			
Description	* Length (LF)	Trees Required (1/40')	Trees Provided
STROH RD.	4458	112	106
SPIRIT TRAIL BLVD	4644	116	120
CHAMBERS RD.	5767	144	140
TOTALS	14869	372	366

* Does not include length in Sight Distance Triangles.

GENERAL NOTES

1. The ultimate full roadway section landscape design for the South Chambers Road median and tree lawn are provided with these Streetscape/Landscape Plans. However, per the Annexation Agreement, only the southern one-half of the full arterial roadway section of South Chambers Road will be constructed including landscaping of the southern tree lawn. The landscaping within the median and northern tree lawn will not be installed. However, landscaping of the buffers from the back of sidewalk into the adjacent property on both sides of South Chambers Road will be installed with the development of the adjacent planning areas.

2. The southern roadway section landscape design for the Stroh Road tree lawn and median are provided with these Streetscape/Landscape Plans. However, per the Annexation Agreement, only the southern one-half of the full arterial roadway section of Stroh Road will be constructed including landscaping of the southern tree lawn. The landscaping within the median and northern tree lawn will not be installed. However, landscaping of the buffers from the back of sidewalk into the adjacent property on the south side of Stroh Road will be installed with the development of the adjacent planning areas.

3. The ultimate full roadway section landscape design for the Spint Trail Boulevard tree lawn and median are provided with these Streetscape/Landscape Plans. However, only the median and the east side tree lawn landscaping and buffer will be installed with the initial segment of Looking Glass. The landscaping of the tree lawn on the west side will be installed concurrent with development of the adjacent land.

4. All native seed designated to be installed back of sidewalk along the south side of Stroh Road and both sides of South Chambers Road and Spint Trail Boulevard is temporary and shall be temporarily irrigated to establish. Final design of these areas shall be provided at time of Sketch/Preliminary Plan and Final Plat for the adjacent Planning Area.

SHEET INDEX

L-0 SHEET KEY
L-1 LANDSCAPE PLAN - STROH ROAD
L-2 LANDSCAPE PLAN - STROH ROAD
L-3 LANDSCAPE PLAN - STROH ROAD
L-4 LANDSCAPE PLAN - STROH ROAD & HESS RANCH ROAD
L-5 LANDSCAPE PLAN - HESS RANCH ROAD
L-6 LANDSCAPE PLAN - CHAMBERS ROAD & HESS RANCH ROAD
L-7 LANDSCAPE PLAN - CHAMBERS ROAD
L-8 LANDSCAPE PLAN - CHAMBERS ROAD
L-9 PLANT LIST & PLANT DETAILS
L-10 PLANT & SITE DETAILS

NORTH

0' 300' 600' 900'

SCALE 1"= 300'

NO.	REVISION	DATE	BY
1	1ST SUBMITTAL	12-4-18	-
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4			

HESS RANCH FILING NO. 1
(LOOKING GLASS FILING NO. 1)
STREETSCAPE PLAN
PARKER, COLORADO
LANDSCAPE PLAN

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

FRONT RANGE COMMUNITIES, LLC

Civil Engineer
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303.694.1520

Planner / Landscape Architect
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Denver, CO 80202
303.446.2368

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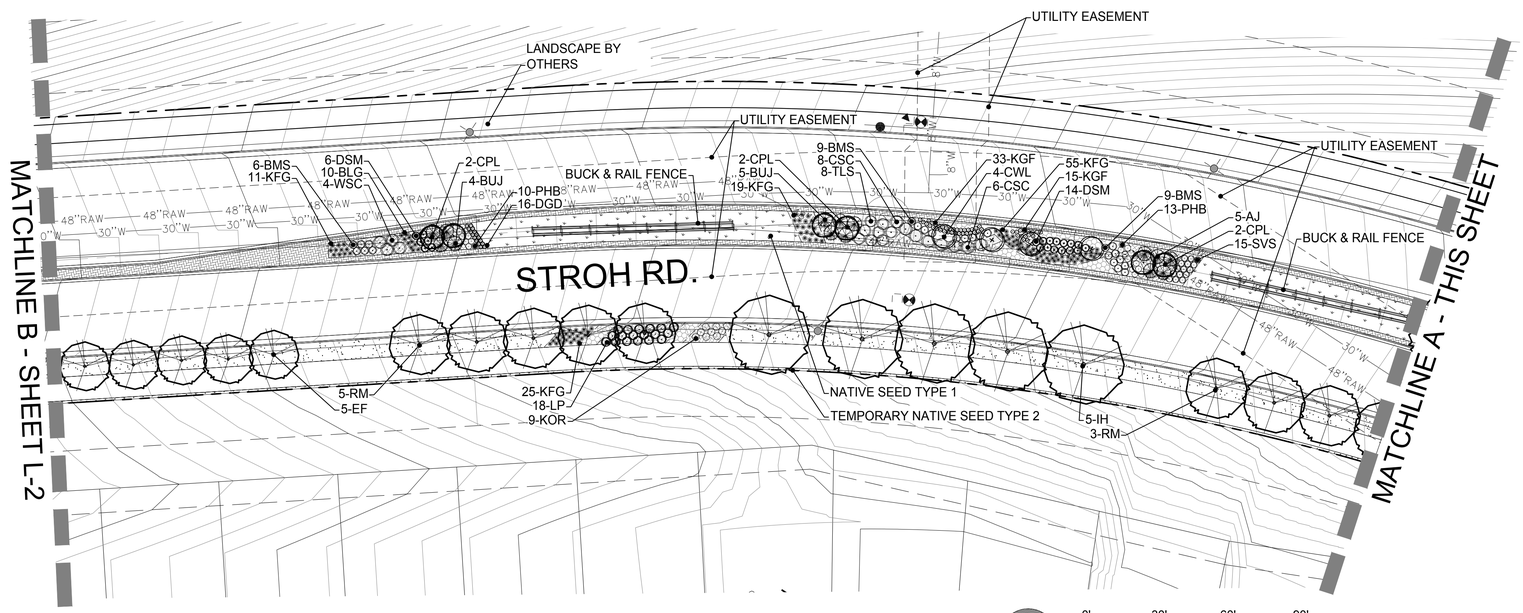
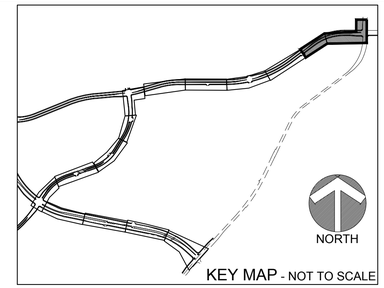
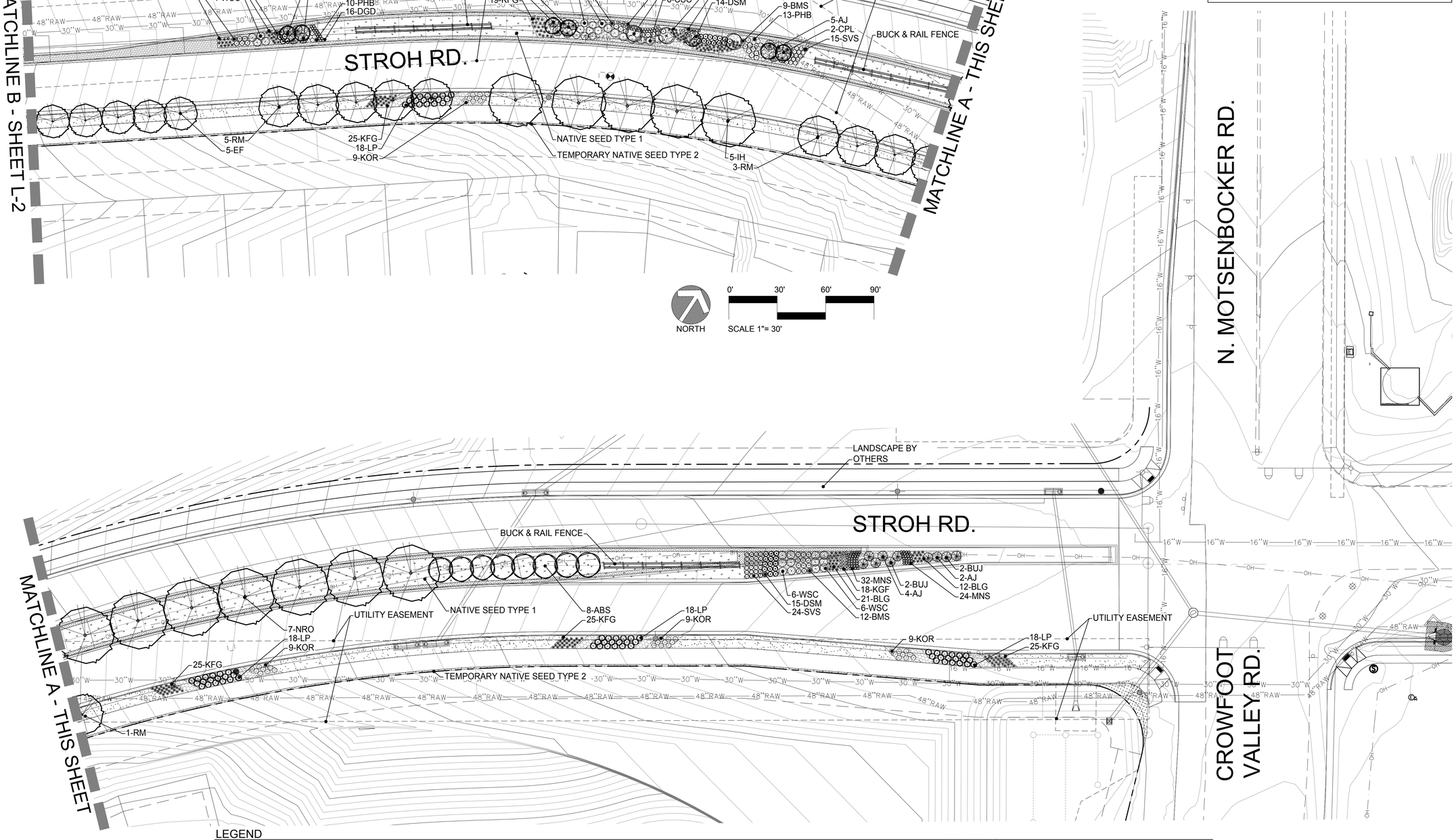
L-0







LEGEND

SHADE TREE	SHRUB	SOD	4"- 8" ROCK COBBLE MULCH	SPLASHBLOCK	BUCK & RAIL FENCE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED - TYPE 1	1 1/2" RIVER ROCK MULCH	6-18" SANDSTONE BLOCKS	SIGHT DISTANCE TRIANGLE
EVERGREEN TREE	LANDSCAPE EDGER	NATIVE SEED - TYPE 2	3/4" GRANITE ROCK MULCH	STREET LIGHT	RIGHT-OF -WAY

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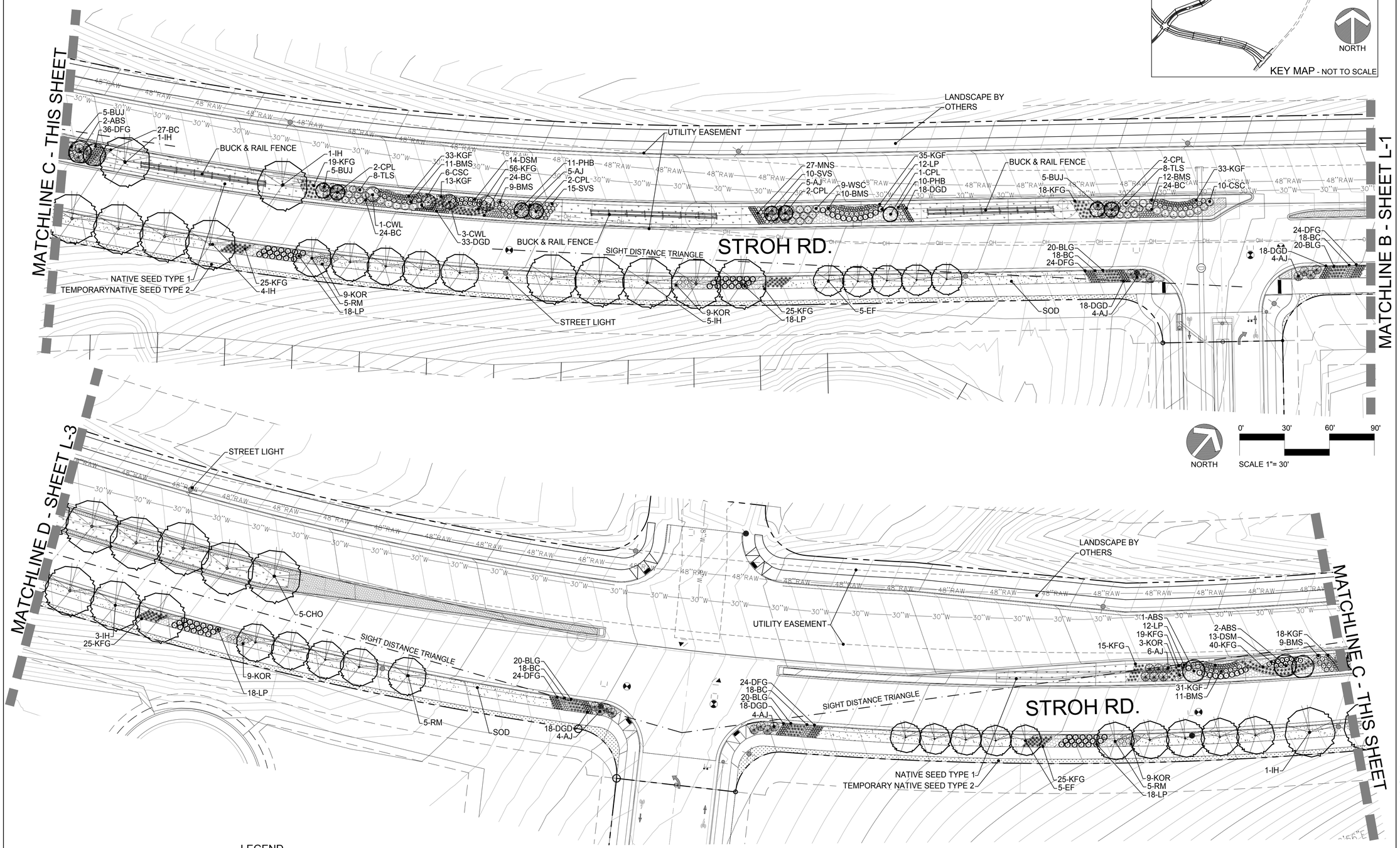

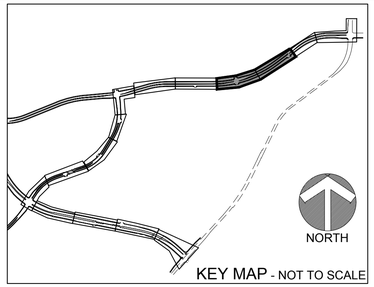

KEY MAP - NOT TO SCALE

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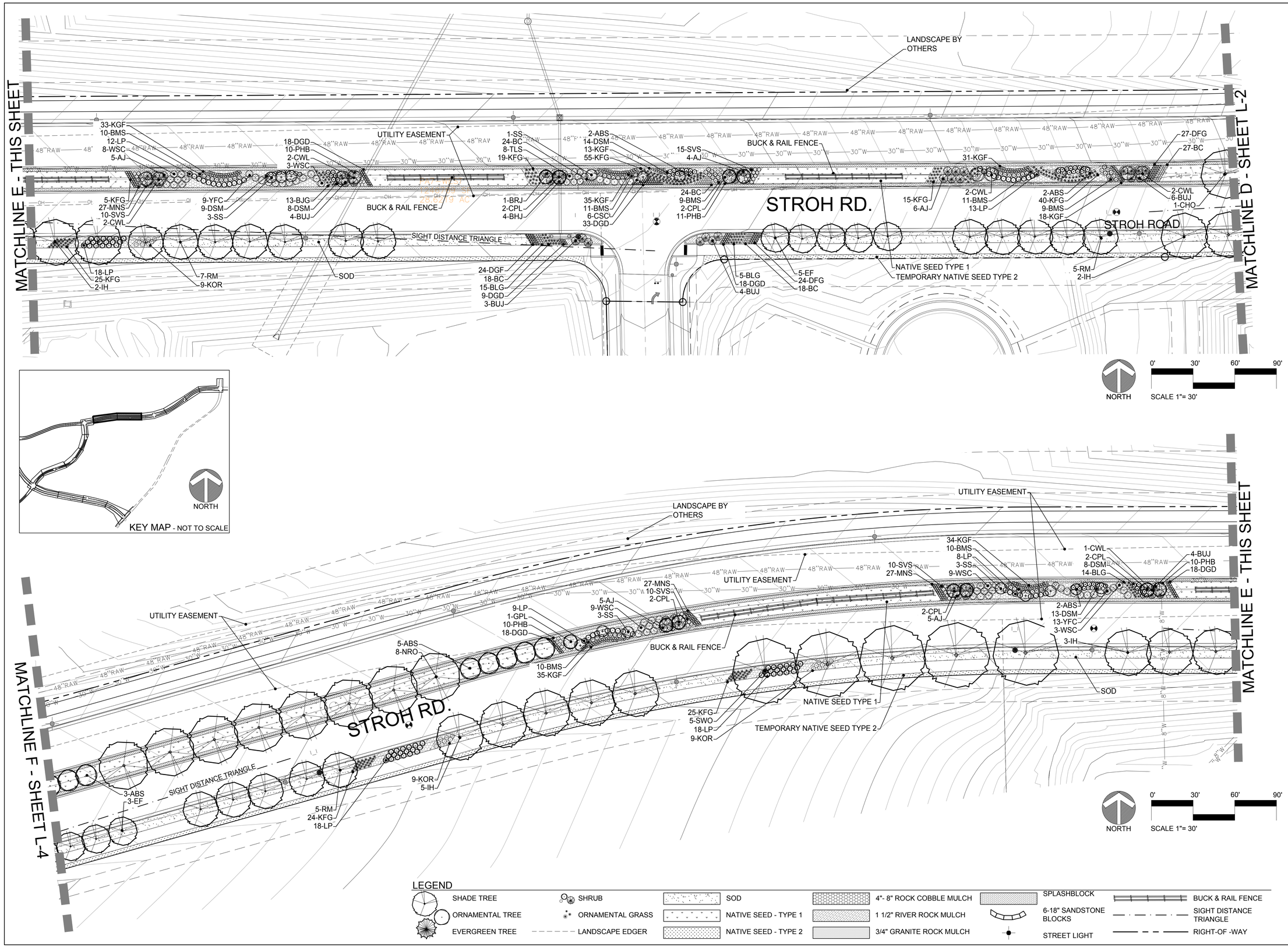
L-2

LEGEND

SHADE TREE	SHRUB	SOD	4"- 8" ROCK COBBLE MULCH	SPLASHBLOCK	BUCK & RAIL FENCE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED - TYPE 1	1 1/2" RIVER ROCK MULCH	6-18" SANDSTONE BLOCKS	SIGHT DISTANCE TRIANGLE
EVERGREEN TREE	LANDSCAPE EDGER	NATIVE SEED - TYPE 2	3/4" GRANITE ROCK MULCH	STREET LIGHT	RIGHT-OF -WAY



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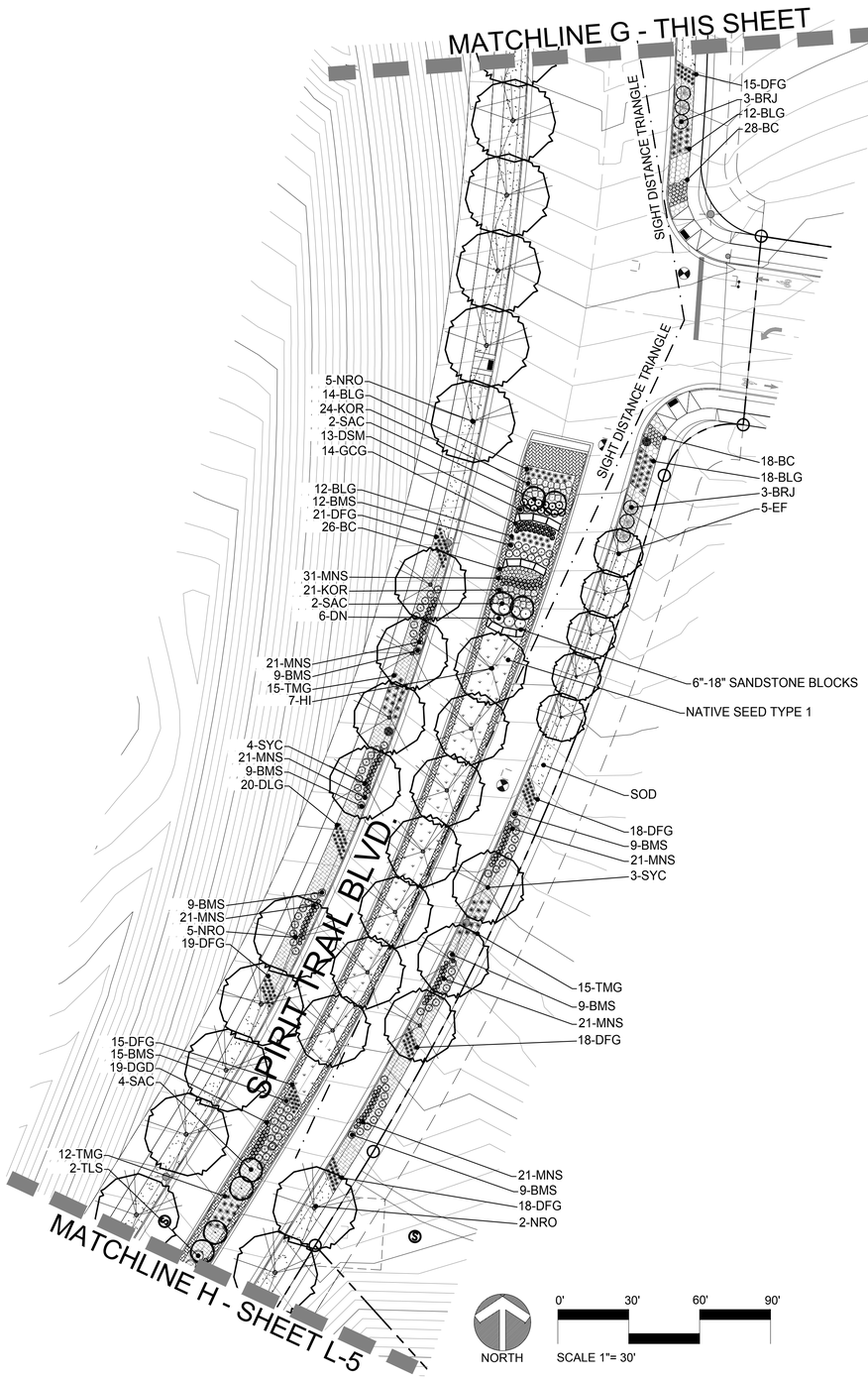

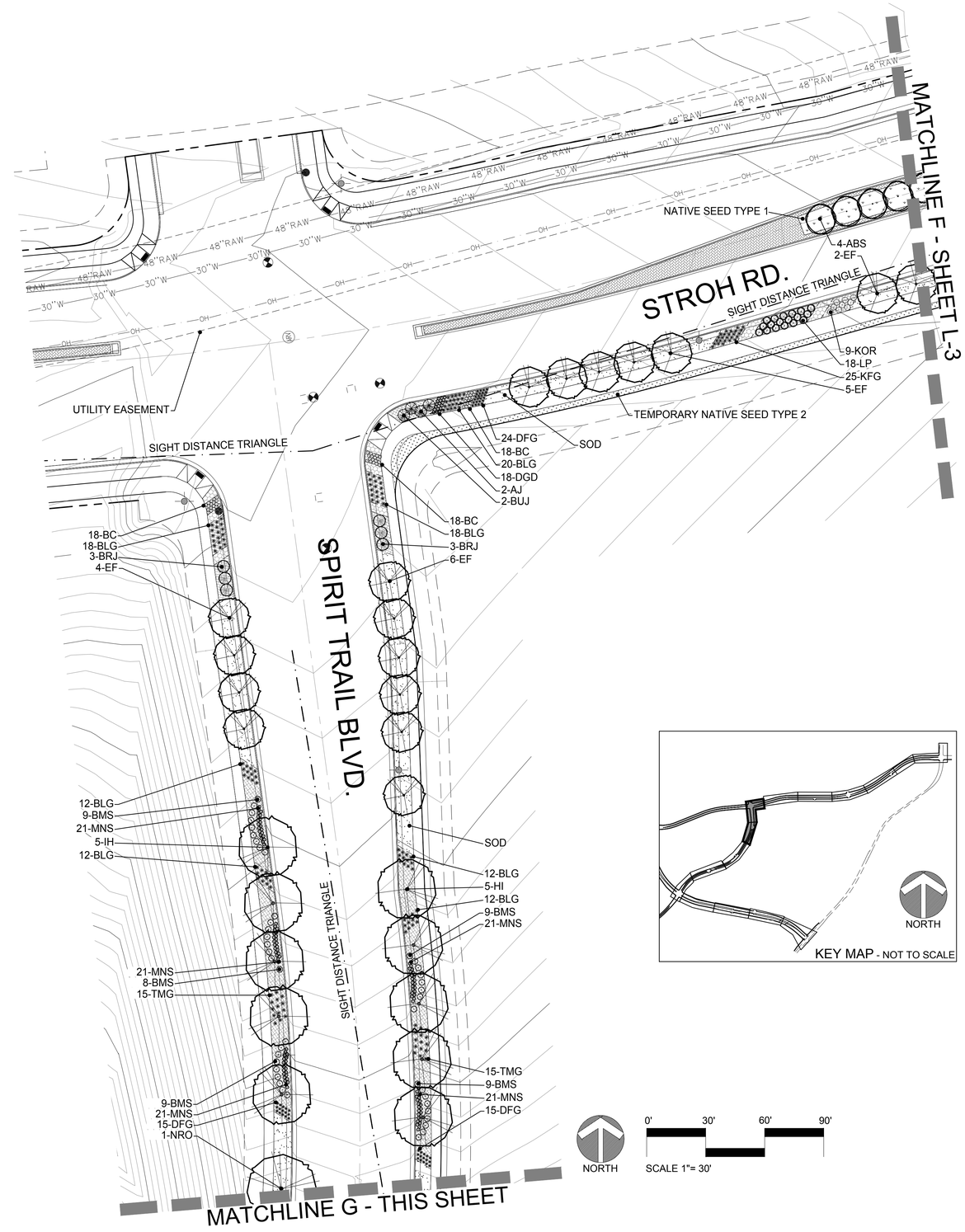

LEGEND

SHADE TREE	SHRUB	SOD	4"- 8" ROCK COBBLE MULCH	SPLASHBLOCK	BUCK & RAIL FENCE
ORNAMENTAL TREE	ORNAMENTAL GRASS	NATIVE SEED - TYPE 1	1 1/2" RIVER ROCK MULCH	6-18" SANDSTONE BLOCKS	SIGHT DISTANCE TRIANGLE
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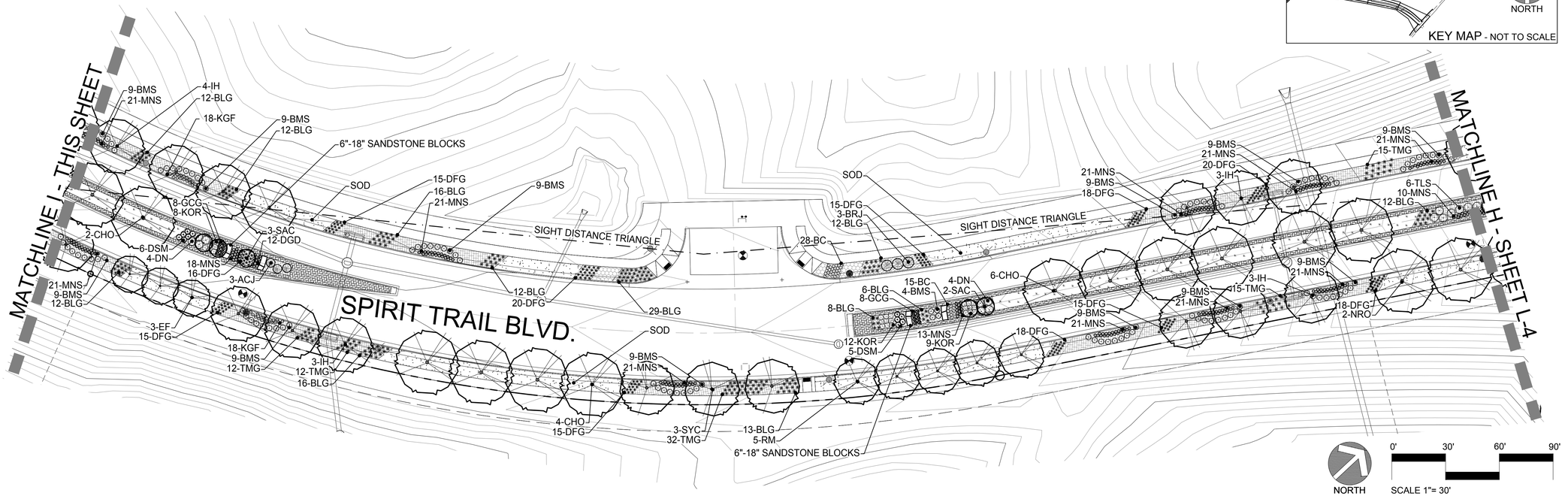

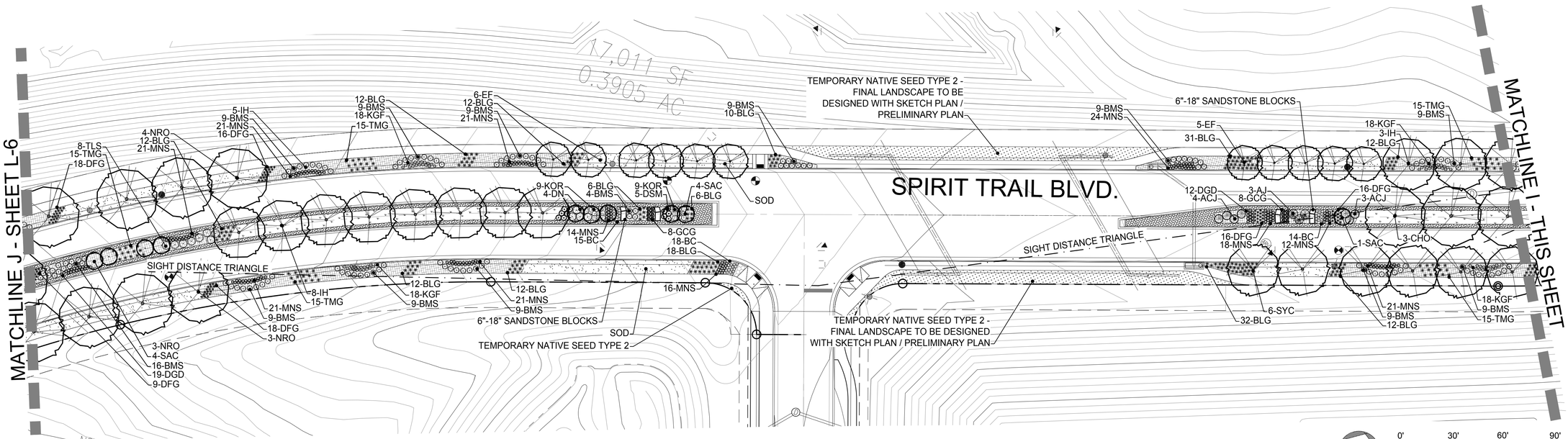

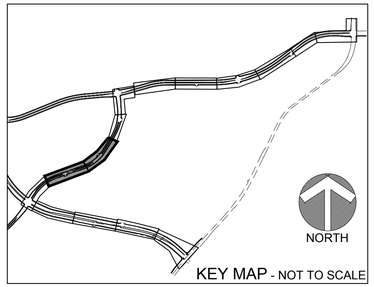

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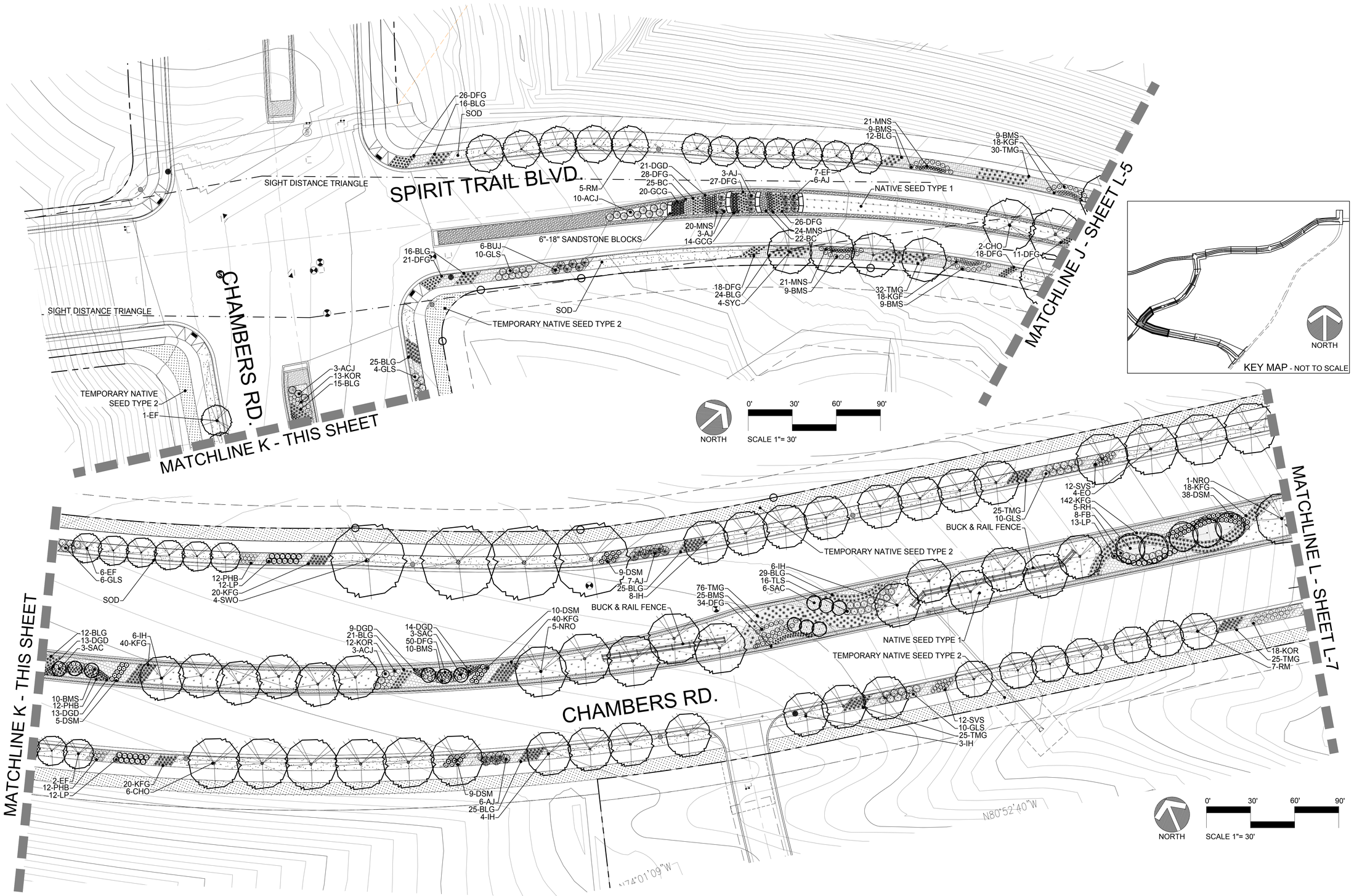

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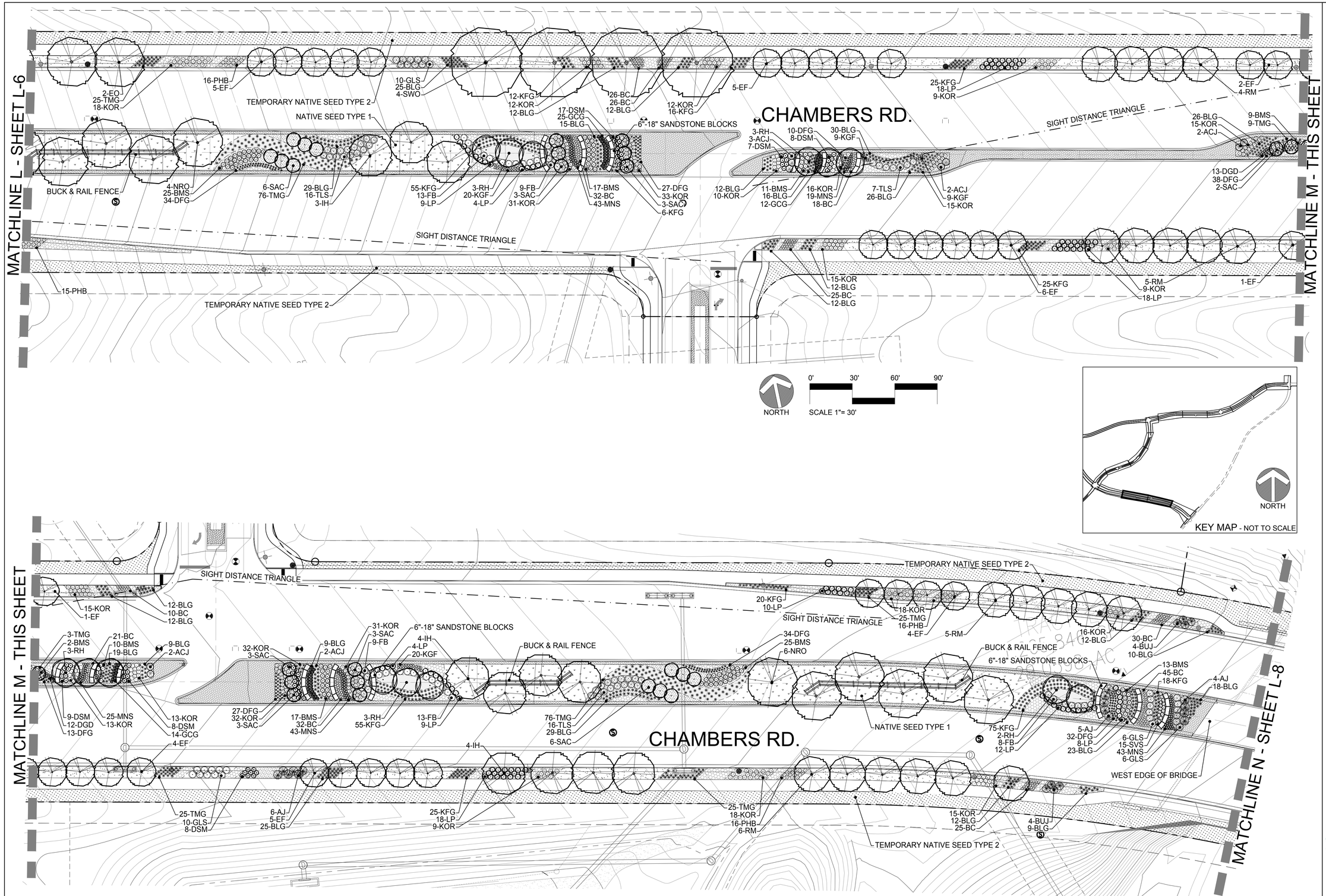

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LEGEND

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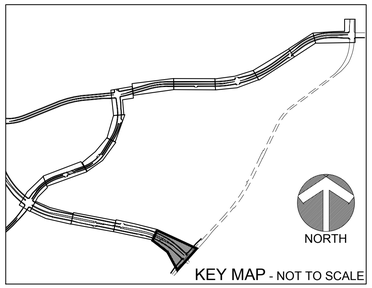

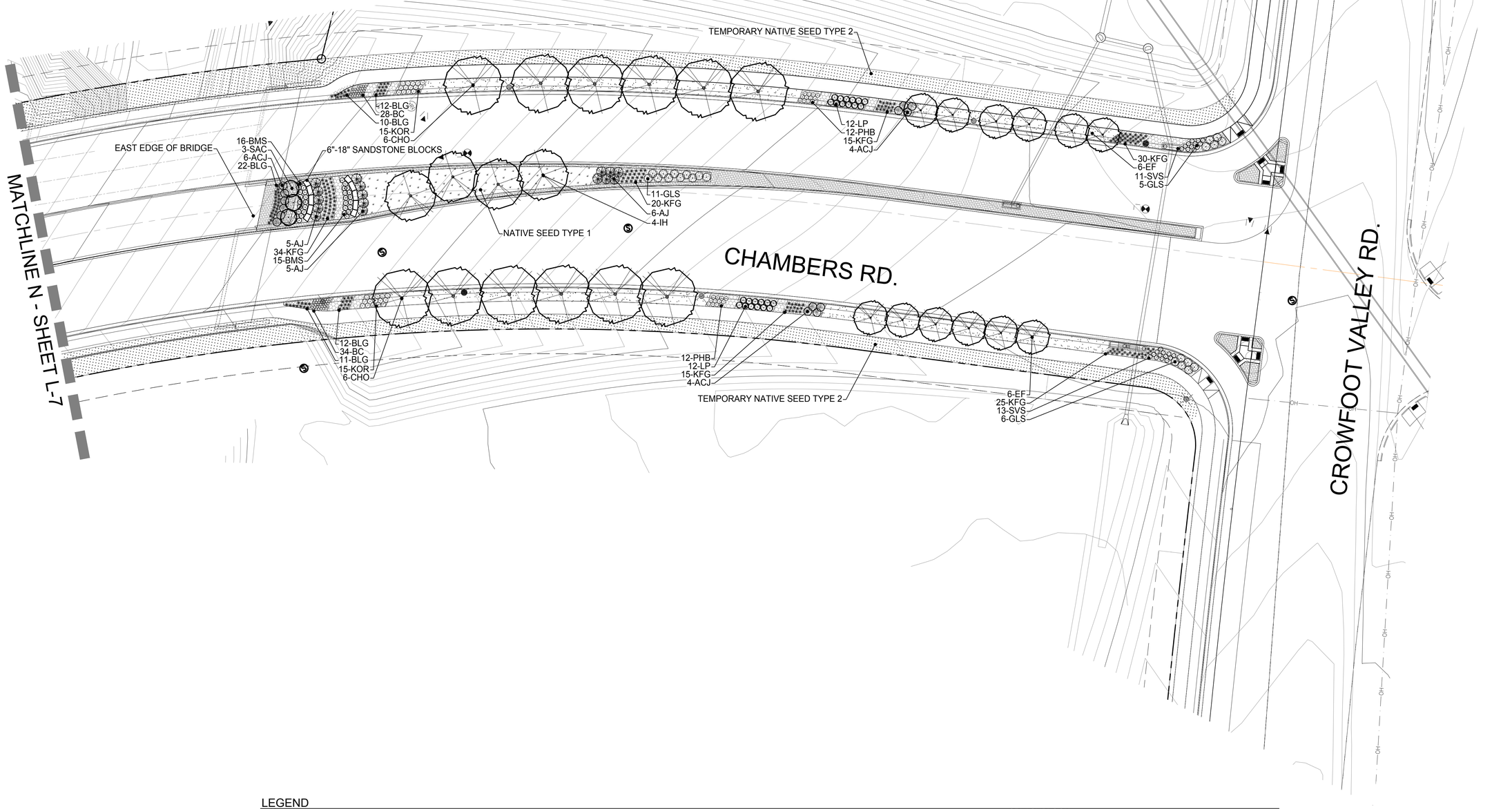

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NORTH

0' 30' 60' 90'
SCALE 1"= 30'

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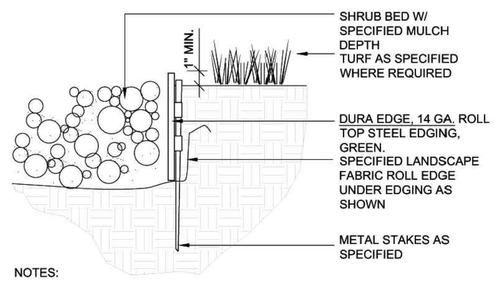
L-8

QUANTITY	SYMBOL	COMMON NAME	LATIN NAME	SIZE	MATURE SIZE (HxW)	CONTAINER	WATER USE
SHADE TREES							
41	CHO	CHINKAPIN OAK	QUERCUS MUEHLENBERGII	2.5" CAL.	50' x 35'	B&B	MODERATE
120	EF	FRONTIER ELM	ULMUS 'FRONTIER'	2.5" CAL.	30' x 20'	B&B	MODERATE
6	EO	ENGLISH OAK	QUERCUS ROBUR	2.5" CAL.	50' x 35'	B&B	MODERATE
115	IH	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS IMPERIAL	2.5" CAL.	35' x 30'	B&B	MODERATE
54	NRO	NORTHERN RED OAK	QUERCUS RUBRA	2.5" CAL.	50' x 35'	B&B	LOW
78	RM	REDPOINTE MAPLE	ACER RUBRUM 'FRANK JR.'	2.5" CAL.	45' x 35'	B&B	MODERATE
13	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5" CAL.	50' x 50'	B&B	LOW
21	SYC	SYCAMORE TREE	PLATANUS OCCIDENTALIS	2.5" CAL.	65' x 65'	B&B	MODERATE
ORNAMENTAL TREES							
25	ABS	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	2" CAL.	15' x 15'	B&B	MODERATE
26	CPL	COMMON PURPLE LILAC	SYRINGA VULGARIS	2" CAL.	15' x 10'	B&B	MODERATE
19	RH	RUSSIAN HAWTHORN	CRATAEGUS AMBIGUA	2" CAL.	20' x 18'	B&B	MODERATE
65	SAC	SARGENT CRABAPPLE	MALUS SARGENTII	2" CAL.	10' x 10'	B&B	MODERATE

QUANTITY	SYMBOL	COMMON NAME	LATIN NAME	MATURE SIZE (HxW)	CONTAINER	WATER USE
SHRUBS						
49	ACJ	ALPINE CARPET JUNIPER	JUNIPERUS COMMUNIS 'ALPINE CARPET'	0.5' x 3'	5 GALLON	LOW
124	AJ	ANDORRA JUNIPER	JUNIPERUS HORIZONTALIS 'YOUNGSTOWN'	1.5' x 6'	5 GALLON	LOW
765	BMS	BLUE MIST SPIREA	CARYOPTERIS X CLANDONENSIS	4' x 3'	5 GALLON	LOW
15	BRJ	BLUE RUG JUNIPER	JUIPERUS HORIZONTALIS 'WILTONII'	0.5' x 7'	5 GALLON	LOW
75	BUJ	BUFFALO JUNIPER	JUNIPERUS SABINA 'BUFFALO'	12' x 6'	5 GALLON	LOW
30	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI 'PAWNEE BUTTES'	1.5' x 5'	5 GALLON	LOW
16	CWL	COMMON WHITE LILAC	SYRINGA VULGARIS ALBA	15' x 10'	5 GALLON	MODERATE
19	DN	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANUS'	4' x 4'	5 GALLON	MODERATE
313	DSM	DWARF SNOWFLAKE MOCKORANGE	PHILADELPHUS VIRGINALIS	3' x 3'	5 GALLON	MODERATE
60	FB	FERNBUSH	CHAMAEBATIARIA MILLEFOLIUM	4' x 4'	5 GALLON	LOW
94	GLS	GRO LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	2.5' x 7'	5 GALLON	VERY LOW
645	KOR	KNOCK OUT ROSE	ROSA X KNOCK OUT	3' x 3'	5 GALLON	MODERATE
453	LP	LODENSE PRIVET	LIGUSTRUM VULGARE 'LODENSE'	2.5' x 3.5'	5 GALLON	LOW
197	PHB	PURPLE HAZE BUTTERFLY BUSH	BUDDLEIA X 'PURPLE HAZE'	2.5' x 2.5'	5 GALLON	LOW
16	SS	SASKATOON SERVICEBERRY	AMERLANCHIER ALNIFOLIA	8' x 8'	5 GALLON	MODERATE
173	SVS	SILVER SAGE	ARTEMISIA 'POWIS CASTLE'	3' x 2'	5 GALLON	LOW
103	TLS	THREE LEAF SUMAC	RHUS TRILOBATA	5' x 5'	5 GALLON	VERY LOW
57	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5' x 5'	5 GALLON	VERY LOW
18	YFC	YELLOW FLOWERING CURRANT	RIBES AUREUM	5' x 5'	5 GALLON	MODERATE
PERENNIALS / ORNAMENTAL GRASSES						
898	BC	BLUE CATMINT	NEPETA FAASSENII 'SELECT BLUE'	1.5' x 1.5'	1 GALLON	LOW
1,420	BLG	BLONDE AMBITION GRAMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMBITION'	2' x 2'	1 GALLON	LOW
1,217	DFG	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	1.5' x 1.5'	1 GALLON	MODERATE
472	DGD	DWARF GOLD DARKEYE DAYLILY	HEMEROCALLIS 'BLACK EYED STELLA'	1.5' x 1.5'	1 GALLON	LOW
160	GCG	GRAY CREEPING GERMANDER	TEUCRIUM AROANIUM	0.3' x 2'	1 GALLON	LOW
1,438	KFG	KARL FOERSTER FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4.5' x 2'	1 GALLON	MODERATE
632	KGF	KOBOLD GAYFEATHER	LIATRIS SPICATA 'KOBOLD'	2.5' x 1.5'	1 GALLON	LOW
1,114	MNS	MAY NIGHT SALVIA	SALVIA NEMOROSA 'MAY NIGHT'	2' x 1.5'	1 GALLON	LOW
712	TMG	THIN MAN INDIANGRASS	SORGHASTRUM NUTANS 'THIN MAN'	4' x 2.5'	1 GALLON	LOW

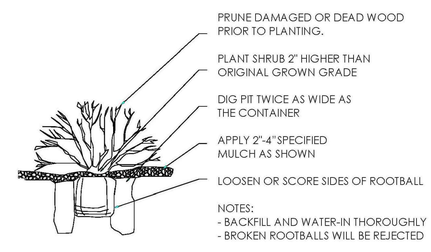
LANDSCAPE NOTES

1. All landscape improvements shall follow the guidelines per the Town of Parker Construction Specifications and Design Considerations for Parks, Trails, and Streetscapes, 2008, Public Works Technical Reference Manual and Roadway Design and Construction Criteria Manual.
2. All landscape areas and plant material shall be watered by an automatic irrigation system. Drip irrigation is to be provided to shrub areas; turf area heads are to be installed so as to provide head to head coverage. Temporary irrigation shall be provided to native grass areas for establishment in order to assist in complying with the re-vegetation standards of the Town of Parker.
3. All landscaping shall meet the requirements of the "sight visibility triangle" as defined in the Town of Parker Code.
4. All fencing shall be as indicated on the landscape plans and details.
5. All plant material shall carry a warranty for a period of not less than one year after acceptance of the project by the owner. Warranty shall be a one-time replacement that includes plant material and labor costs.
6. Plant species and location should follow approved plan. If site conditions or plant availability require changes to the plan, then the applicant must get approval from the Landscape Architect and Town of Parker, Community Development Department. All species substitutions shall be approved by the landscape architect and/or owner and the Town prior to installation. Overall plant quantities and sizing shall remain as indicated on the plant schedule. The contractor shall verify that any substituted plant species are acceptable to the local municipality or governing jurisdictions.
7. To the maximum extent feasible, topsoil that is removed during construction activity shall be conserved for later use on areas requiring re-vegetation and landscaping, as well as for fill dirt in median landscape areas.
8. Before planting or seeding/sodding, soil surface to be rototilled to a minimum depth of six inches (6"). Soil Amendments as specified per Town of Parker Construction Specifications and Design Considerations Manual (see page 5 Soil Preparation and page 6 Soil Amendments) shall be applied evenly across the landscape areas at a rate of six (6) cy per 1000 square feet and rototilled to a depth of six inches (6"). Surface to be finish graded to appropriate elevations and compaction.
9. If it is determined that some trees may be relocated and a tree spade is used, it is required that holes dug with the spade be scraped down and scored with a shovel to remove the 'glaze' that is produced on the soil surface. This will prevent an interface that will impede proper root development.
10. Excavate planting holes with sloping sides. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. Make excavations at least three times as wide as the root ball diameter and less (three to five inches) than the distance from the top most root in the root ball and the bottom of the root ball. The planting area shall be loosened and aerated at least three to five times the diameter of the root ball. Backfill shall consist of existing on site soil - no amendments shall be used unless otherwise specified.
11. Trees shall be planted with the top most root in the root ball 3" to 5" higher than the finished landscape grade. This includes trees that are set on slopes. Set root ball on undisturbed soil. Trees where the trunk flare is not visible shall be rejected. Do not cover the trunk flare with soil.
12. No plant material shall be planted within ten feet of any existing or proposed electrical switchgears, transformers or other electrical utility equipment. Plant material may be field adjusted to provide the 10 foot clearance and accessibility required by the utility's owner/operator.
13. Cut off bottom ⅓ of wire basket before placing tree in hole, cut off remainder of basket after tree is set in hole, remove basket completely. Remove all nylon ties, twine, rope and burlap as possible. Remove unnecessary packing material.
14. Form soil into a 3" to 5" tall watering ring (saucer) around planting area. Apply 3" to 4" depth of cedar mulch inside watering ring with weed control fabric. Weed barrier fabric shall be 2 oz. polyspun geotextile fabric secured with landscape pins. Maintain min. 24" overlap at edges.
15. Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be necessary to stabilize trees. Staking and guying must be removed within 1 year or less of planting date.
16. Planting beds, with the exception of perennial plantings, shall be mulched with rock or rock cobble mulch, as specified on detail sheet on sheet L-10, to a depth of 4" with weed barrier fabric underlayment. Perennial plantings to be mulched with shreeded cedar mulch to a depth of 4" without weed barrier fabric underlayment to promote spread of plants. All beds are to be contained by 4" x 14 gauge galvanized edger, DuraEdge or equal. Edger is not required where a bed is adjacent to curbs, walls or walks, or around tree pits. Edger to separate change in materials/mulch types within planting beds. All trees to receive mulch ring as specified above.
17. Tree wrap is not to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
18. All relocated trees must be healthy and undamaged prior to relocation.
19. All sod areas shall be NATURE'S PRAIRIE TURF by TurfMaster (R), or approved equal.
20. Trees in the right-of-ways must be a minimum of 8-feet away from any water and sanitary sewer main.
21. The contractor shall report any discrepancies in plan vs field conditions immediately to the landscape architect prior to continuing with the portion of work in question.
22. The contractor is responsible for seeding any non seeded areas disturbed during construction.
23. Maintain a minimum of three foot clearance around fire hydrants, fire department connections or other fire service equipment. No tree or shrubs will be allowed within this area.
24. The contractor is responsible for the cost to repair utilities, adjacent landscape, public and private property that is damaged by the contractor for their subcontractors during installation or during the specified maintenance period.
25. Call for utility locations prior to any excavation.
26. The contractor shall be responsible for the repair of any of their trenches or excavations that settle, including sidewalks, curbs and gutters.
27. The contractor is responsible for verifying all plant quantities.
28. The contractor shall at all times maintain on-site, a redlined as-built copy of the approved landscape and irrigation plans and submit to the owner and landscape architect a copy of the redlined as-built set following construction completion. All modifications to site, landscape, irrigation, etc. shall be recorded on the as-built plans.
29. When seeding in the ROW, use Douglas County Permanent Drill Seed Mix.
30. Per the Town of Parker Construction Specification and Design Considerations Manual, medians shall be filled with 14" of topsoil. Fill dirt for Median shall be from stockpiled on-site topsoil. Soil Amendments are as specified in landscape notes and Town of Parker Construction Specification and Design Considerations Manual.

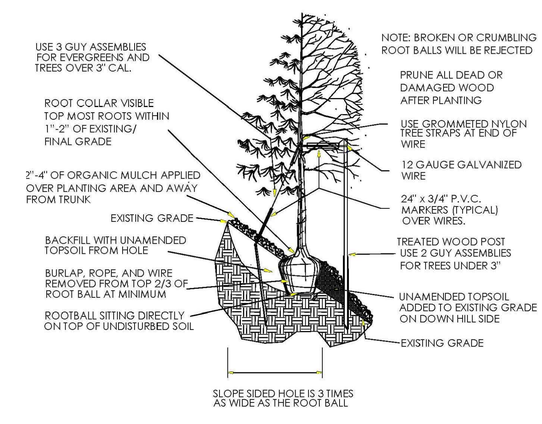


NOTES:
1. SET ALL EDGING 1" ABOVE FINISH GRADE AS SHOWN.
2. EDGING SHALL ABUT ALL CONCRETE CURBS AND WALKS PERPENDICULAR, AND FLUSH W/ GRADES OF CONCRETE.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
4. FOR PRODUCT ORDERING, DIVIDE NUMBER OF FEET NEEDED BY 9.33 TO OBTAIN THE NUMBER OF 10' PIECES NEEDED.

STEEL EDGING



SHRUB PLANTING



TREE PLANTING SLOPES

NO.	REVISION	DATE	BY
1	1ST SUBMITTAL	12-4-18	-
2	2ND SUBMITTAL	03-29-19	-
3	3RD SUBMITTAL	06-20-19	-
4			

HESS RANCH FILING NO. 1
(LOOKING GLASS FILING NO. 1)
STREETSCAPE PLAN
PARKER, COLORADO

PLANT LIST

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

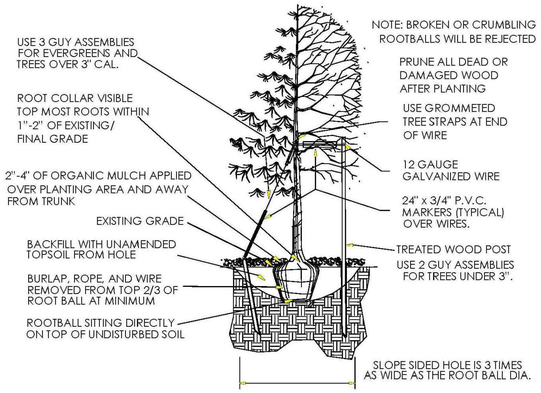
FRONT RANGE COMMUNITIES, LLC

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

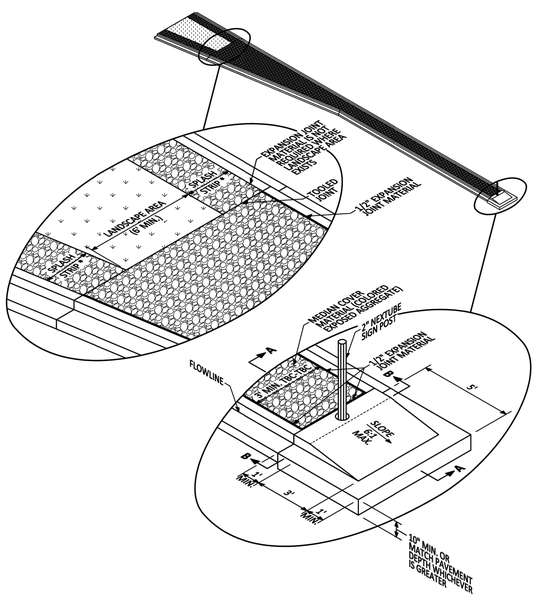
DATE: 06-20-2019
JOB NO: -
DRAWN BY: -
APPROVED: -
CADD FILE:

L-9



- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for settling. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil – no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1" to 2" of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom $^{1}/_{4}$ of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

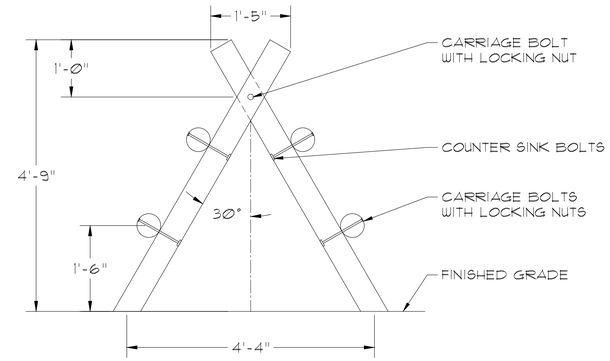
TOWN OF PARKER PLANTING STANDARDS



NOTES:
1. MEDIAN COVER MATERIAL SHALL BE DAVIS COLOR "SAN DIEGO BUFF" AND HAVE AN EXPOSED AGGREGATE FINISH.
2. TOOLED JOINTS IN THE MEDIAN COVER MATERIAL SHALL MATCH CURB AND GUTTER JOINTS.
3. WIDTH VARIES PER ROAD CLASSIFICATION.

TOWN OF PARKER MEDIAN BULL NOSE ISOMETRIC STANDARD DETAIL

BUCK & RAIL FENCE



BUCK & RAIL FENCE - SECTION DETAIL

NOT TO SCALE

GLACIER WHITE COBBLE 4"-8"

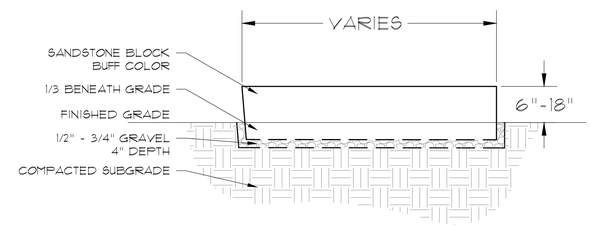
WHITE RIVER ROCK 1 1/2"

HYLAND GRANITE 3/4"

MULCH SPECIFICATIONS

ALL ROCK MULCH BY PIONEER SAND CO., OR EQUAL WITH LANDSCAPE ARCHITECT'S APPROVAL

NOT TO SCALE



SANDSTONE BLOCK EMBEDMENT

NOT TO SCALE

SOD AND SEED

SOD TYPE

NATURE'S PRAIRIE TURF BY TURF MASTER OR APPROVED EQUAL.

NATIVE SEED MIX TYPE 1

(SEEDING RATES: DRILLED: 25 LBS/ACRE or BROADCAST: 50 LBS/ACRE) TOWN OF PARKER, SEED MIX 3 (LOW-GROWTH MIX). HYDRO MULCH OR APPROVED EQUAL.

NATIVE SEED MIX TYPE 2

Douglas County Permanent Drill Seed Mix

Common Name	Botanical Name	Variety	Notes	% in Mix	Pounds of PLS Per Acre
BIG BLUESTEM	*Andropogon gerardi*	KAW	PNWS	10	1.1
YELLOW INDIANGRASS	*Sorghastrum nutans*	CHEYENNE	PNWS	10	1
SWITCHGRASS	*Panicum virgatum*	BLACKWELL	PNWS	10	0.4
SIDEOATS GRAMA	*Bouteloua curtipendula*	VAUGHN	PNWB	10	0.9
WESTERN WHEATGRASS	*Pascopyrum smithii*	ARRIBA	PNCS	10	1.6
BLUE GRAMA	*Bouteloua gracilis*	HACHITA	PNWB	10	0.3
THICKSPIKE WHEATGRASS	*Elymus lanceolatus ssp. dasystachyum*	CRITANA	PNCS	10	1
PRAIRIE SANDREED	*Calamovilfa longifolia*	GOSHEN	PNWS	10	0.7
GREEN NEEDLEGRASS	*Stipa viridula*	LODORM	PNCB	10	1
SLENDER WHEATGRASS	*Elymus trachycaulus ssp. trachycaulus*	PRYOR	PNCB	5	0.6
STREAMBANK WHEATGRASS	*Elymus lanceolatus ssp. riparium*	SODAR	PNCS	5	0.6

SEEDING NOTES

1. SEEDING SHALL BE DONE WITH A BRILLION DRILL OR APPROVED MECHANICAL SEEDER. SEED SHALL BE EVENLY DISTRIBUTED ON A STILL DAY INTO A SLIGHTLY MOIST SEED BED. SEED SHALL BE DRILLED $^{1}/_{8}$ INCH INTO THE PREPARED SEED BED. IF THE SLOPE IS TOO STEEP TO DRILL, SEED SHALL BE BROADCAST AT DOUBLE THE APPLICATION RATE AND COVERED 1/8 INCH OF SOIL W A HARROW OR HAND RAKE FOR SMALL AREAS. THE SEEDING SHALL BE DONE IN TWO SEPARATED APPLICATIONS CROSSING THE AREA AT RIGHT ANGLES TO GUARANTEE PROPER COVERAGE. DRILL SEED ACROSS SLOPES RATHER THAN UP AND DOWN, FOLLOWING THE CONTOUR TO REDUCE EROSION.
2. AFTER SEEDING OPERATIONS HAVE BEEN COMPLETED, THE ENTIRE SEEDED AREA SHALL BE HYDRO MULCHED WITH "CONWED 2000" OR APPROVED EQUAL HYDRO MULCH MATERIAL. THE HYDRO MULCH SHALL BE APPLIED BY USING A MECHANICAL HYDRO MULCHER, EVENLY DISTRIBUTED ON A STILL DAY. THE HYDRO MULCH SHALL BE APPLIED AT THE RATES RECOMMENDED BY THE MANUFACTURE. WITHIN 12 HOUR AFTER SEEDING, THE SPRINKLER SYSTEM SHALL BE ACTIVATED TO MOISTEN SEEDED AREAS TO A DEPTH OF 1 INCH. ALL SEEDED AREAS SHALL BE KEPT SO MOISTENED BY FREQUENT LIGHT WATERING UNTIL FINAL ACCEPTANCE OF THE PROJECT OR AS REQUIRED BY THE CITY LAND USE LAND USE REGULATIONS, AND SUCH WATERING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. PROTECT SEEDED SLOPES (GREATER THAN 2:5 HORIZONTAL TO 1 VERTICAL) WITH EROSION CONTROL NETTING OR OTHER METHODS ACCEPTABLE TO THE DIRECTOR. COVER NETTING WITH STRAW OR OTHER ACCEPTABLE MULCH.

NO.	REVISION	DATE	BY
1	1ST SUBMITTAL	12-4-18	–
2	2ND SUBMITTAL	03-29-19	–
3	3RD SUBMITTAL	06-20-19	–
4			

HESS RANCH FILING NO. 1
(LOOKING GLASS FILING NO. 1)
STREETSCAPE PLAN
PARKER, COLORADO
PLANTING DETAILS

Owner/Developer
Front Range Communities
JEN Colorado 18, LLC
4100 E. Mississippi Ave., #500
Denver, CO 80246
303.748.5466

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: 06-20-2019
JOB NO: -
DRAWN BY: -
APPROVED: -
CADD FILE:

L-10

PARKS, TRAILS & OPEN SPACE MASTER PLAN

LOOKING GLASS

PARKER · CO

AUGUST 1, 2019

TEAM MEMBERS

Owner:

FRONT RANGE COMMUNITIES, LLC

Jen Colorado 18, LLC

Civil Engineer:

Planner/Landscape Architect:

henry design group

Landscape Architecture • Planning • Entitlements

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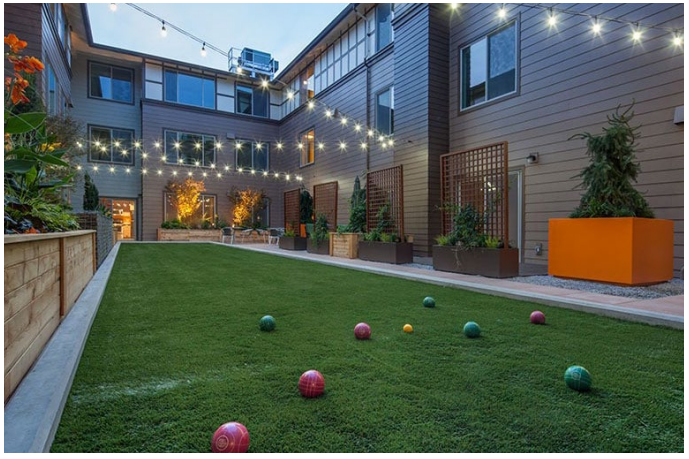
NOTE: THIS BOOKLET IS FOR ILLUSTRATIVE AND DEMONSTRATIVE PURPOSES ONLY. ALL DESIGNS ARE SUBJECT TO CHANGE AT A FUTURE DATE

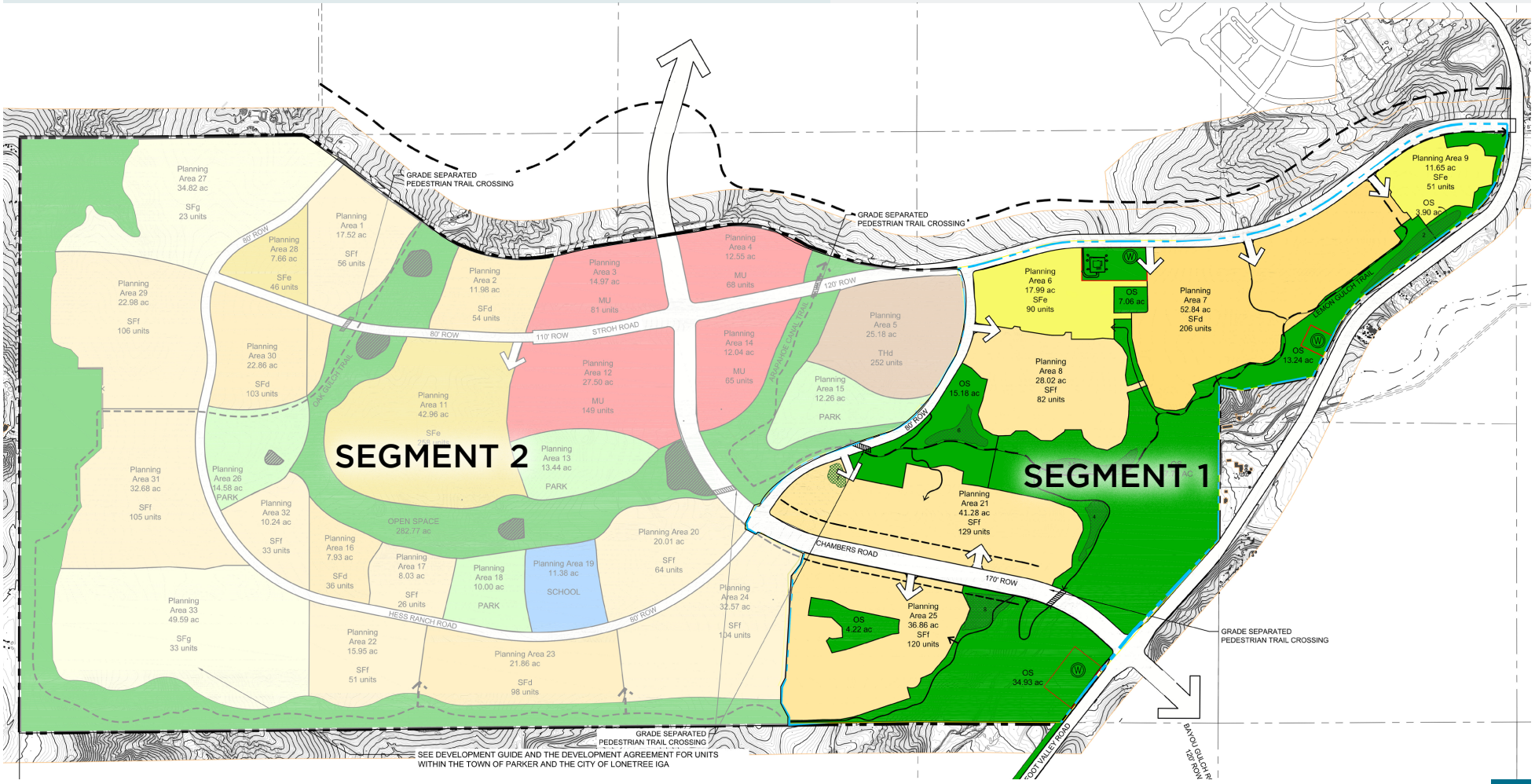
PARKS, TRAILS & OPEN SPACE MASTER PLAN SEGMENT I



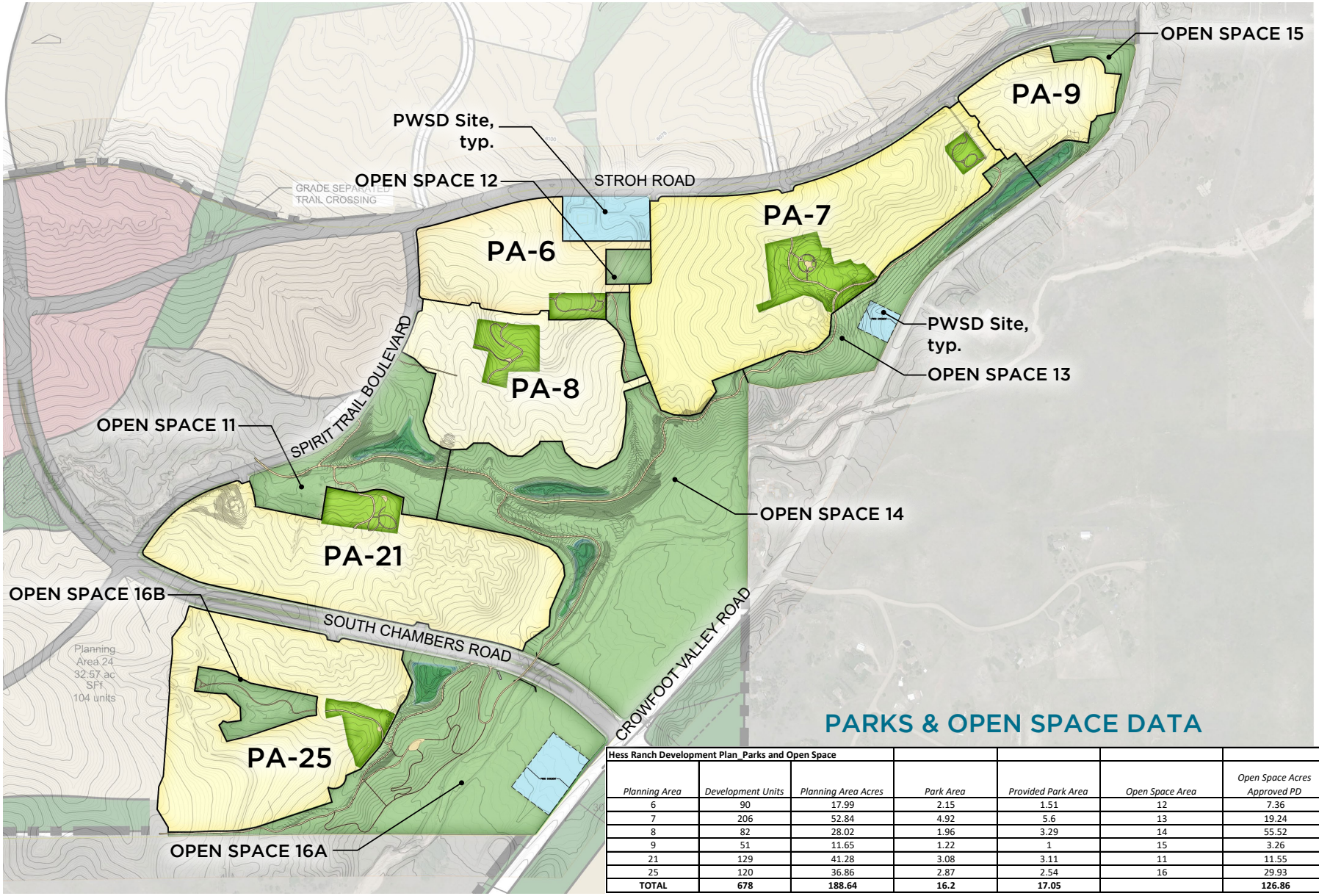
LOOKING GLASS
PARKER · CO

LOOKING GLASS

PROPOSED HESS RANCH PD AMENDMENT II; SEGMENT I



LOOKING GLASS PD AMENDMENT



PARKS & OPEN SPACE DATA

Hess Ranch Development Plan_Parks and Open Space							
Planning Area	*Development Units*	*Planning Area Acres*	*Park Area*	*Provided Park Area*	*Open Space Area*	*Open Space Acres Approved PD*	*Open Space Acres Proposed PD*
6	90	17.99	2.15	1.51	12	7.36	7.06
7	206	52.84	4.92	5.6	13	19.24	13.24
8	82	28.02	1.96	3.29	14	55.52	57.72
9	51	11.65	1.22	1	15	3.26	3.9
21	129	41.28	3.08	3.11	11	11.55	15.18
25	120	36.86	2.87	2.54	16	29.93	39.15
TOTAL	**678**	**188.64**	**16.2**	**17.05**		**126.86**	**136.25**

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

Potential Area for Soft Surface Trails-
2' min. Trail

Note: Natural surface trails to be determined by topography and existing vegetation. Trail material surface to be determined.

Note:
Conceptual Plan- For Illustrative Purposes only

LOOKING GLASS

TRAIL CONNECTIVITY PLAN

TRAIL CONNECTIVITY PLAN at BOUNDARIES

OPEN SPACE PLAN DATA

Refer to Open Space Chart on Sheet 6 for more Information.

OPEN SPACE PLAN

Note:
Conceptual Plan- For Illustrative Purposes only

DRAINAGE INFORMATION

Note:
Conceptual Plan- For Illustrative Purposes only

ILLUSTRATIVE DRAINAGE PLAN

ILLUSTRATIVE WALKABILITY PLAN

PARK ACREAGE DATA & WALKABILITY

PA 6 Park
1.51 Acres

PA 7 Park
5.6 Acres

PA 8 Park
3.29 Acres

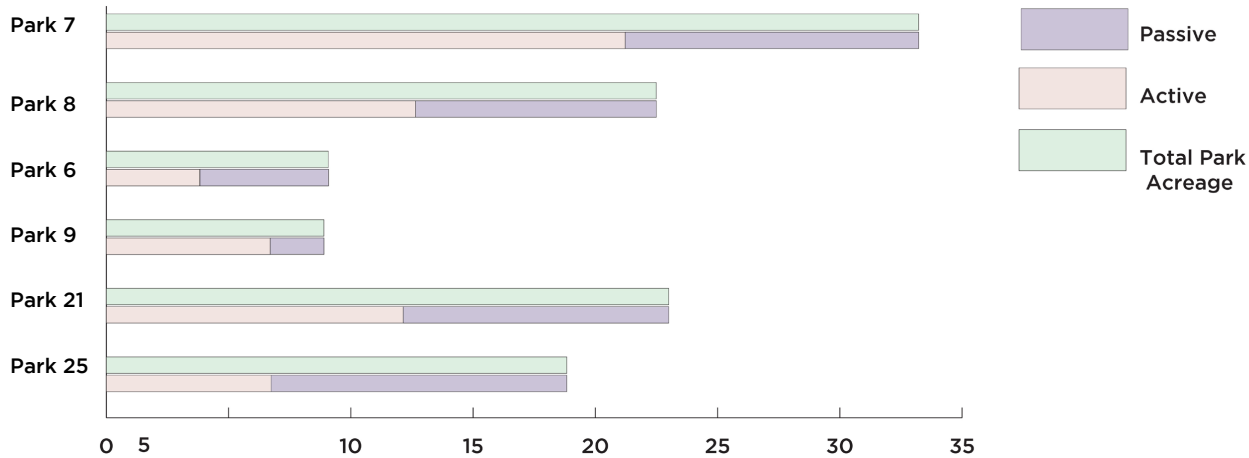
PA 9 Park
1.00 Acres

PA 21 Park
3.11 Acres

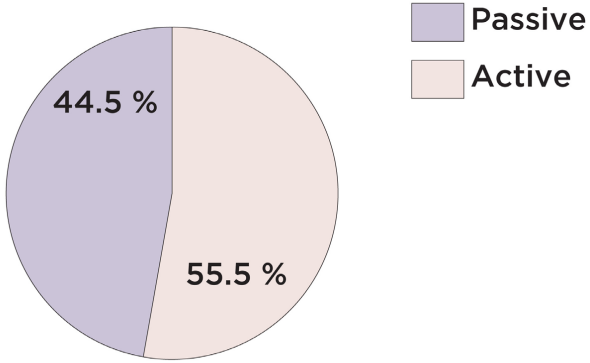
PA 25 Park
2.54 Acres

Note:
Conceptual Plan- For Illustrative Purposes only

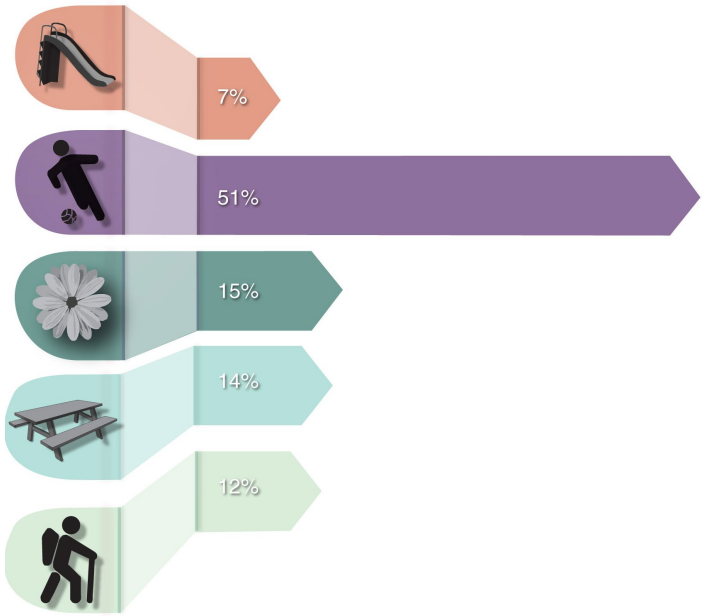
PARKS- REPRESENTATIONAL GRAPHICS



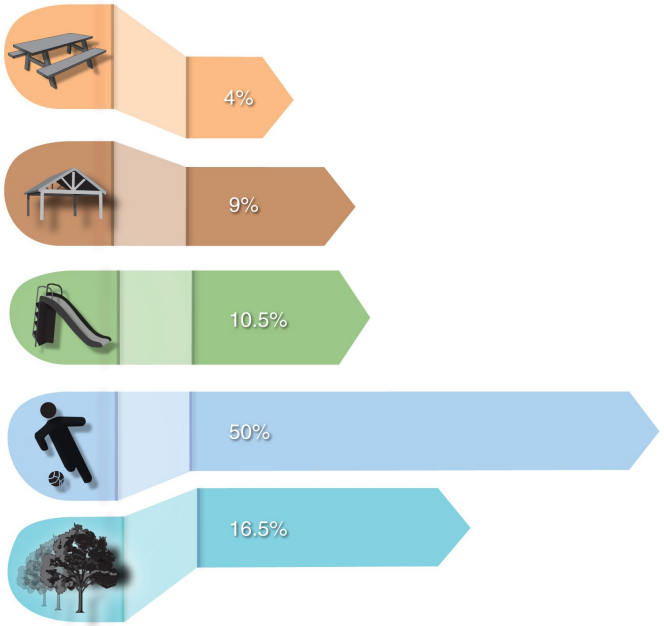
OVERALL ACTIVE VS. PASSIVE USAGE



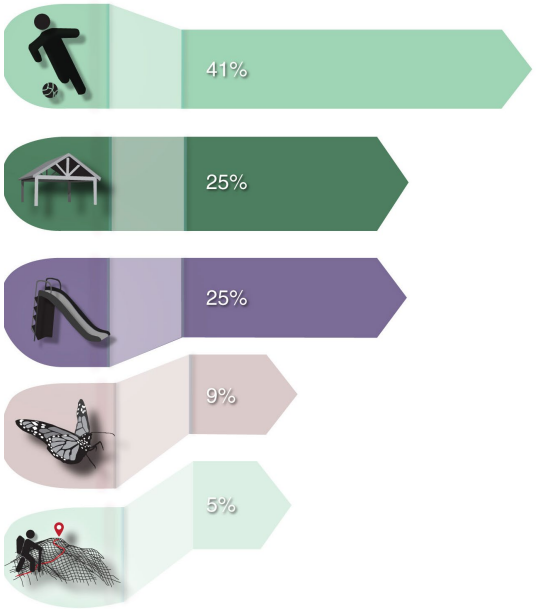
PLANNING AREA 7 PARK



PLANNING AREA 8 PARK



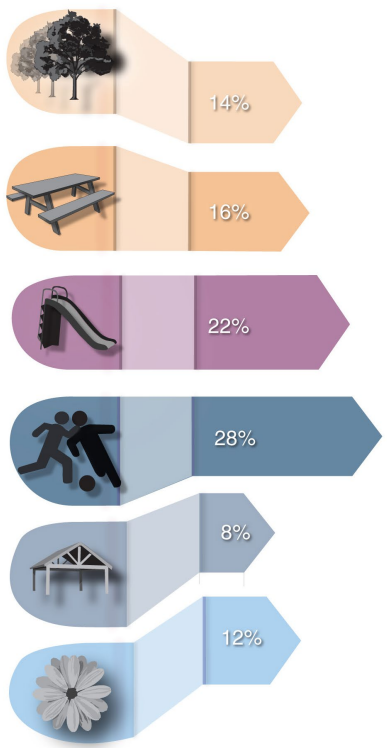
PLANNING AREA 6 PARK



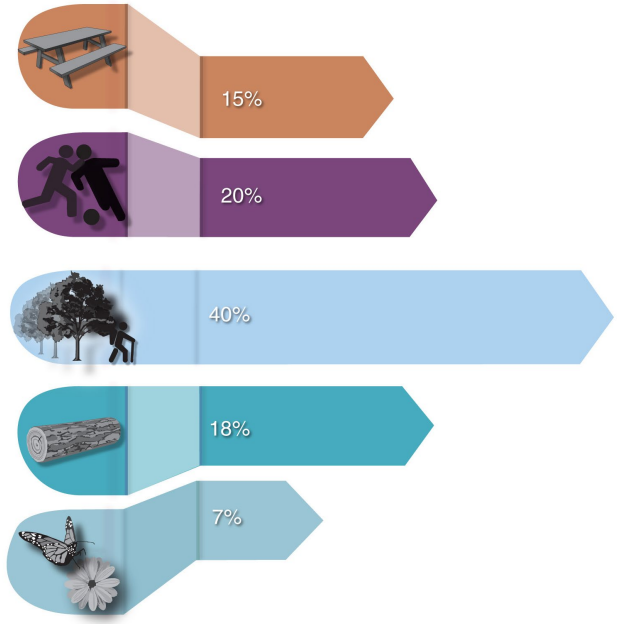
Note:
Conceptual Plan- For Illustrative Purposes only

PARKS- REPRESENTATIONAL GRAPHICS

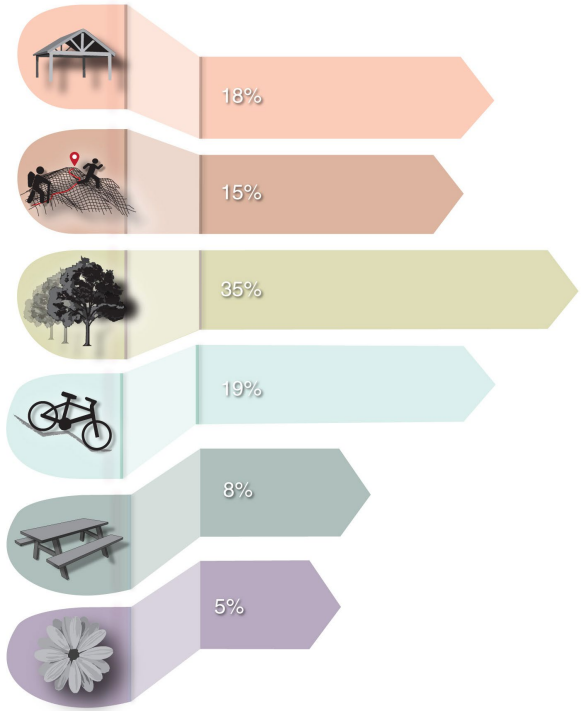
PLANNING AREA 9 PARK



PLANNING AREA 21 PARK



PLANNING AREA 25 PARK



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

PA PARK 7- DESIGN INTENT

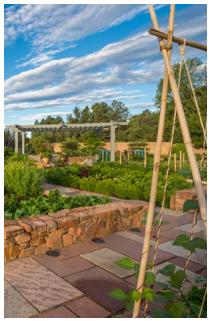
Planning Area Park 7 serves as a focal point of interest of the Looking Glass neighborhood. Due to the park's proximity to the entry drives and regional trail access, Park 7 amenities lend themselves to a structured, fully programmed park including a playground and shelter to host neighborhood events. 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 8- DESIGN INTENT

Planning Area Park 8 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, park 8 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

PLANNING AREA PARK 8

PA PARK 6- DESIGN INTENT

Planning Area Park 6 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 DUs in PA 6)

Note:
Conceptual Plan- For Illustrative Purposes only

PA PARK 9- DESIGN INTENT

Planning Area Park 9 faces Stroh Road and are surrounded by family oriented lots. The park is in close proximity to the Regional Trail. Highlights of Park 9 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: 1.0
(Based on 51 DUs)

Note:
Conceptual Plan- For Illustrative Purposes only

PLANNING AREA PARK 9

PA PARK 21- DESIGN INTENT

Planning Area Park 21 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)

Note:
Conceptual Plan- For Illustrative Purposes only

PLANNING AREA PARK 21

PLANNING AREA PARK 21

PA PARK 25- DESIGN INTENT

Planning Area Park 25 features a challenging expanse of landscape. Through preservation of existing trees along prominent ridge lines, 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:
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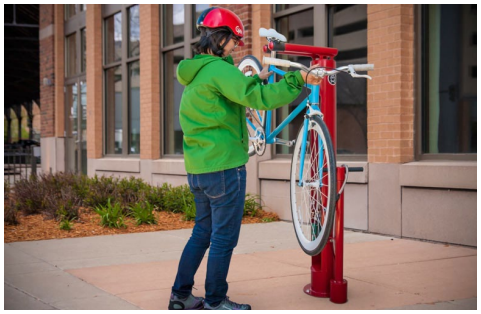
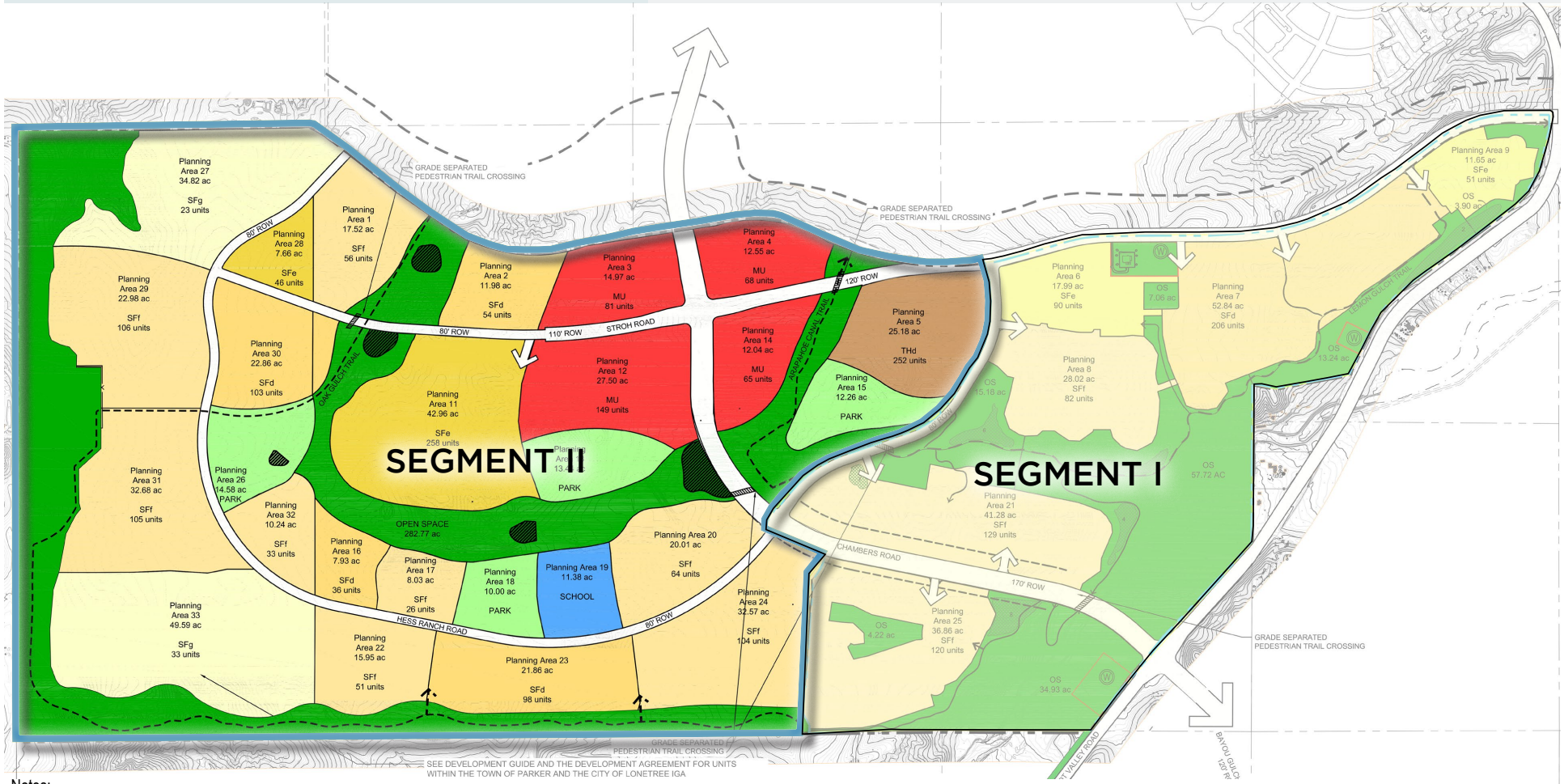


PARKS, TRAILS & OPEN SPACE MASTER PLAN SEGMENT II

LOOKING GLASS
PARKER · CO

APPROVED HESS RANCH PD AMENDMENT I;
SEGMENT II

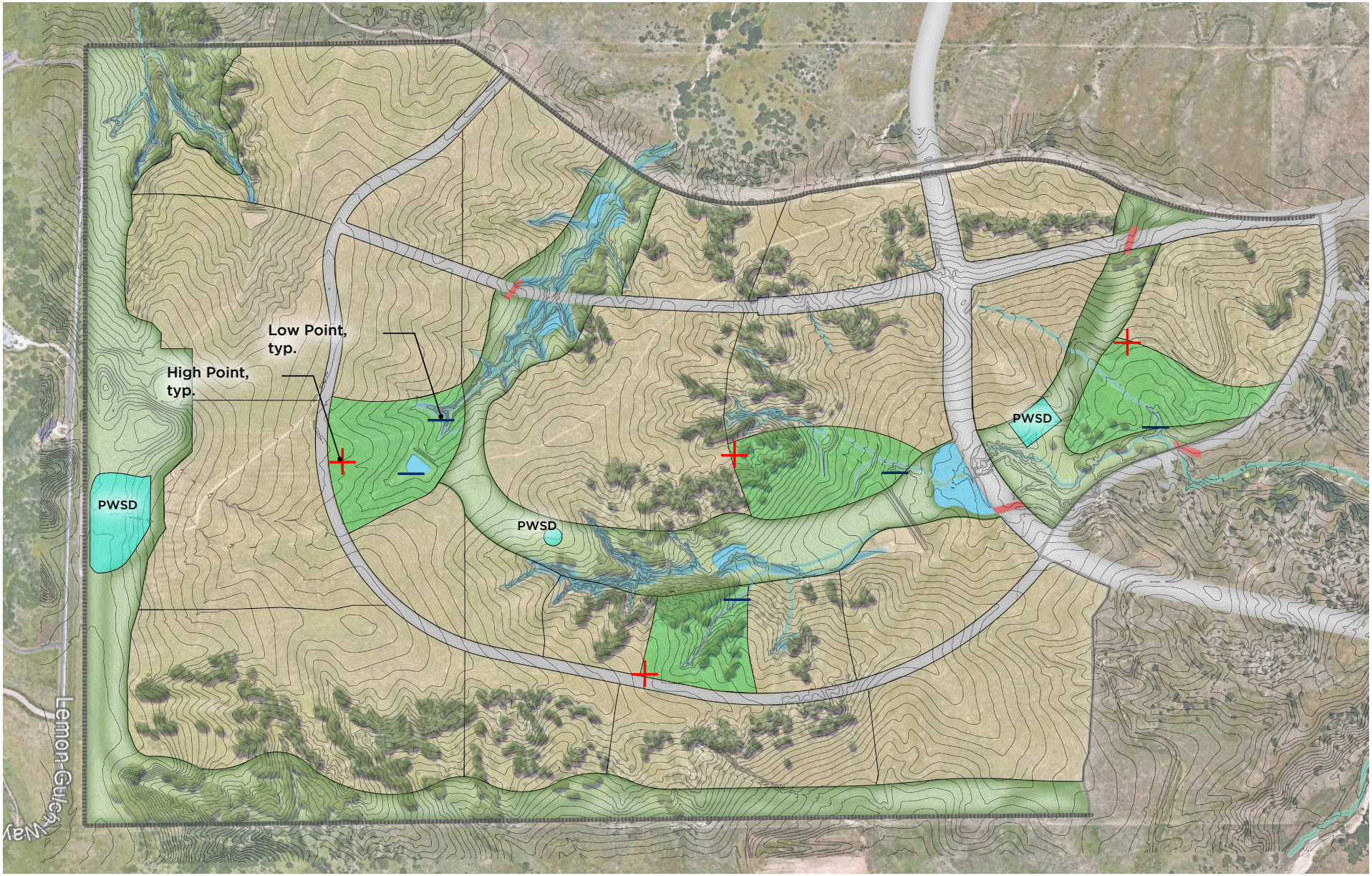


Notes:

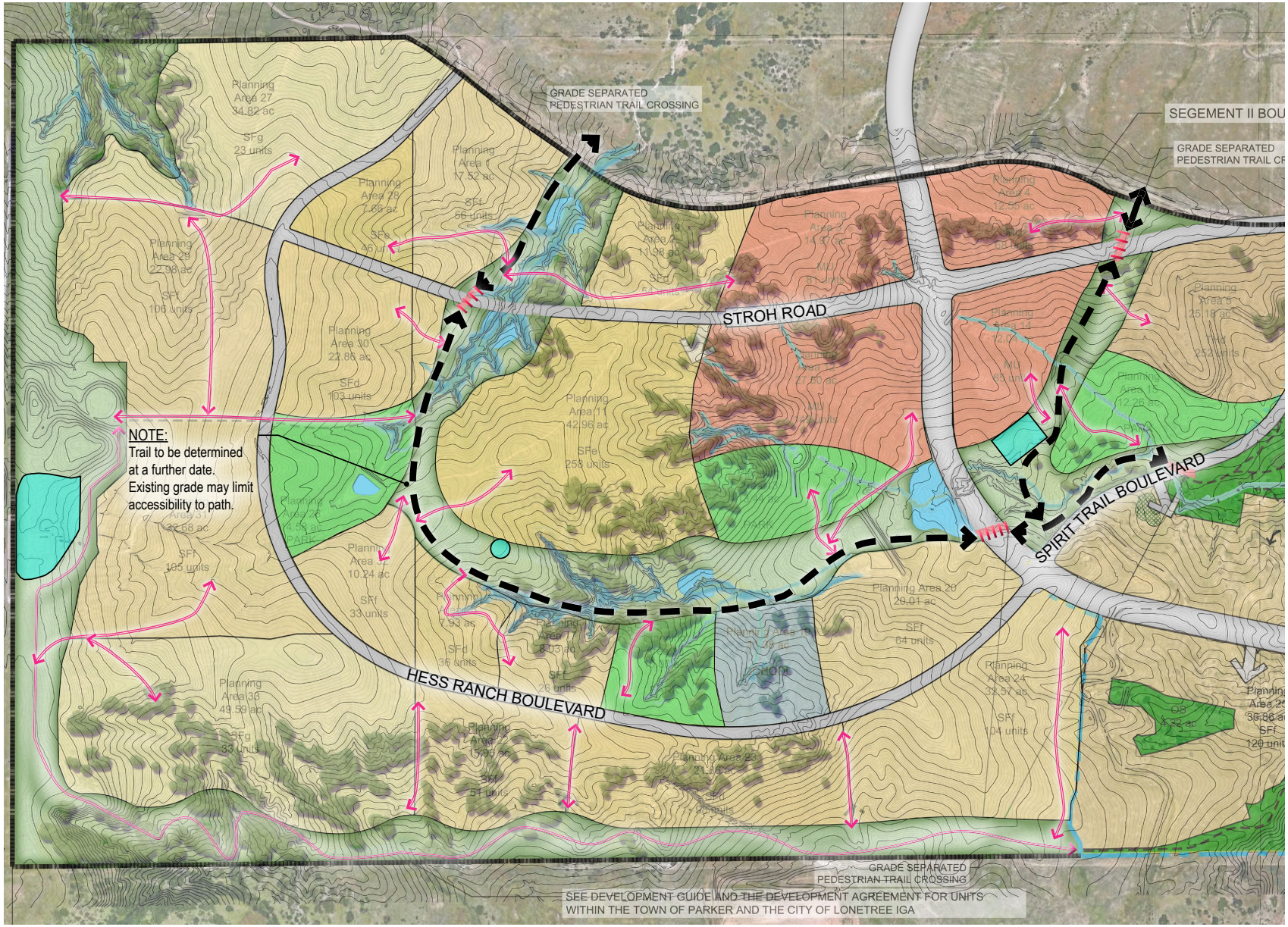
Future Builders of Planning Areas 22, 23, 24, 25, and 33 are advised that trail connections through these planning areas may be designed in conjunction with subdivision proposals upon these planning areas. These trail connections are intended to connect from the Lemon Gulch Trail along the Hess Ranch southerly boundary, internally through these 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 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.

ILLUSTRATIVE SITE ANALYSIS



SEGMENT II- TRAIL CONNECTIVITY PLAN



PROPOSED TRAIL PLAN

Approved Regional Trail (Not Built)
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

Proposed Local Trail
8' min. Multi- use Trail

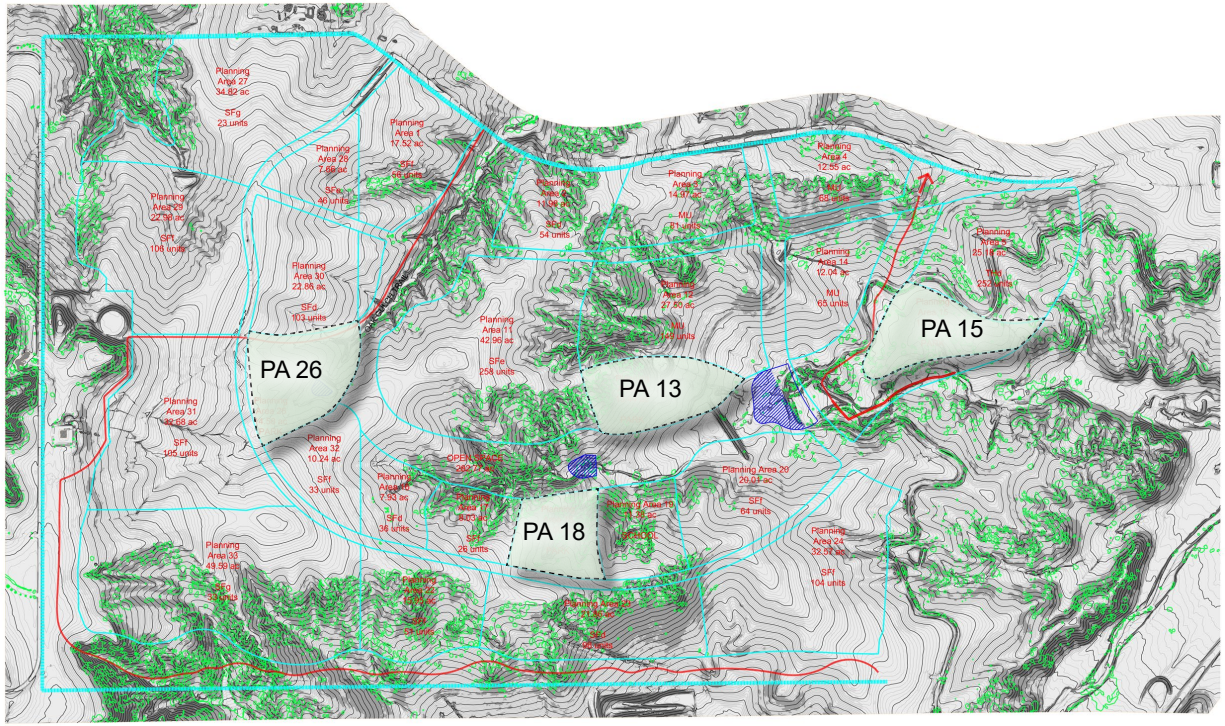
Underpass Trail Crossing

Park

Open Space

Note:
Conceptual Plan- For Illustrative Purposes only

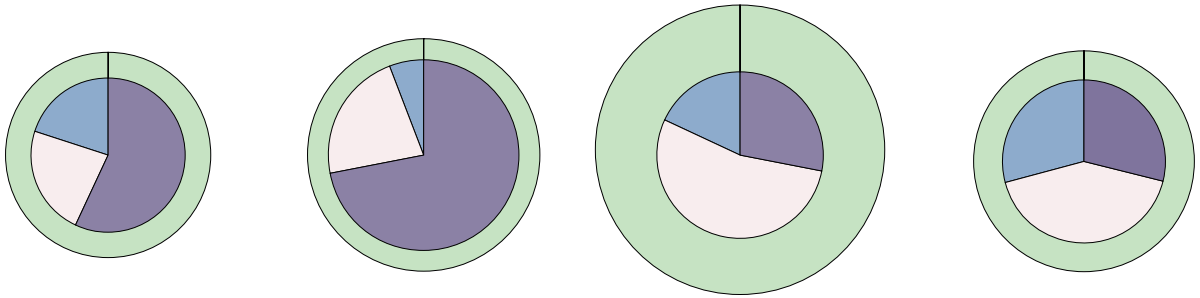
LOOKING GLASS WEST- Park Site Analysis



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.



PA 18 PA 13 PA 15 PA 26

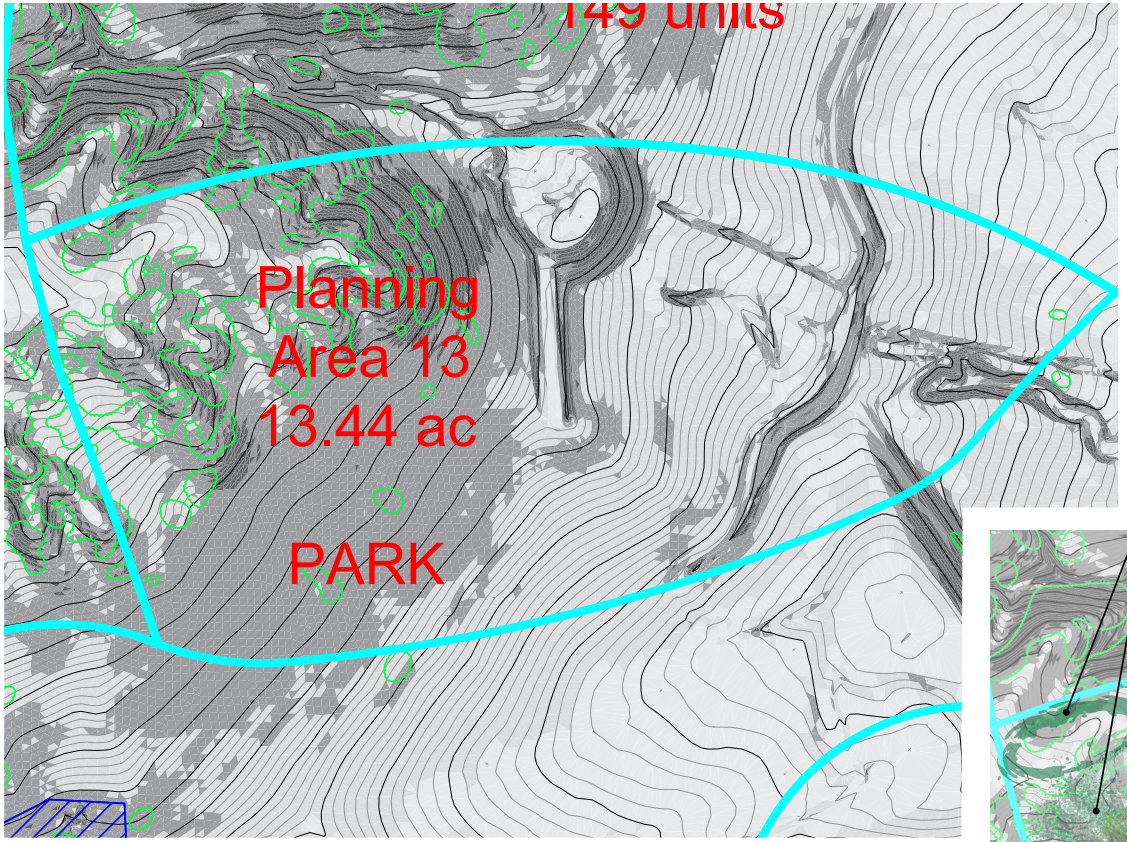
Potential Open Lawn and Park Area does not require extensive grading.

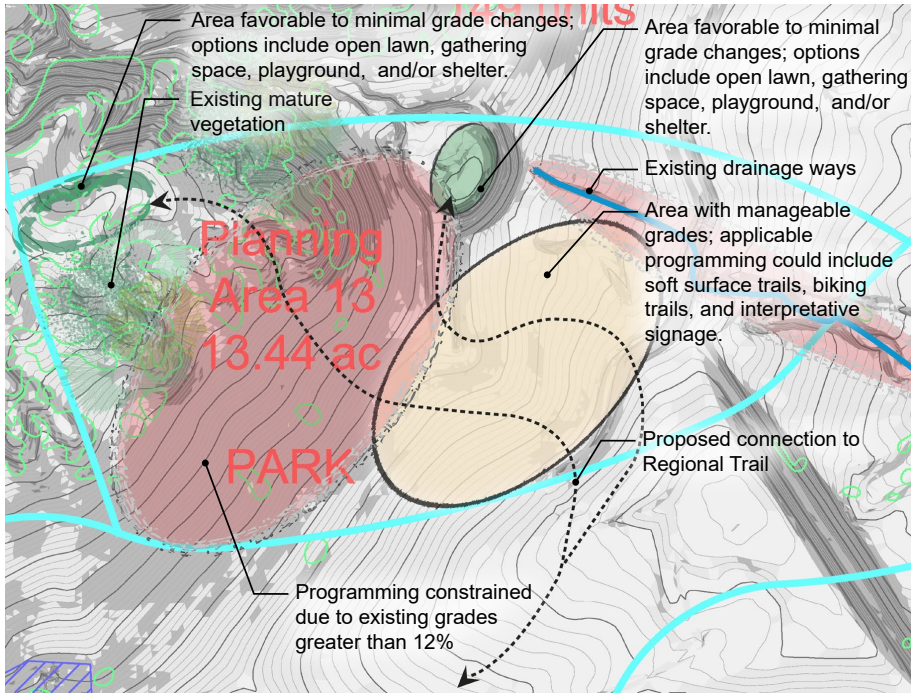
Potential Open Lawn and Park Area requires grading to be activated.

Area conains steep grades; not ideal for activation.

Overall Park Size-
Includes drainage, existing vegetation and pathways

LOOKING GLASS WEST- Planning Area 13



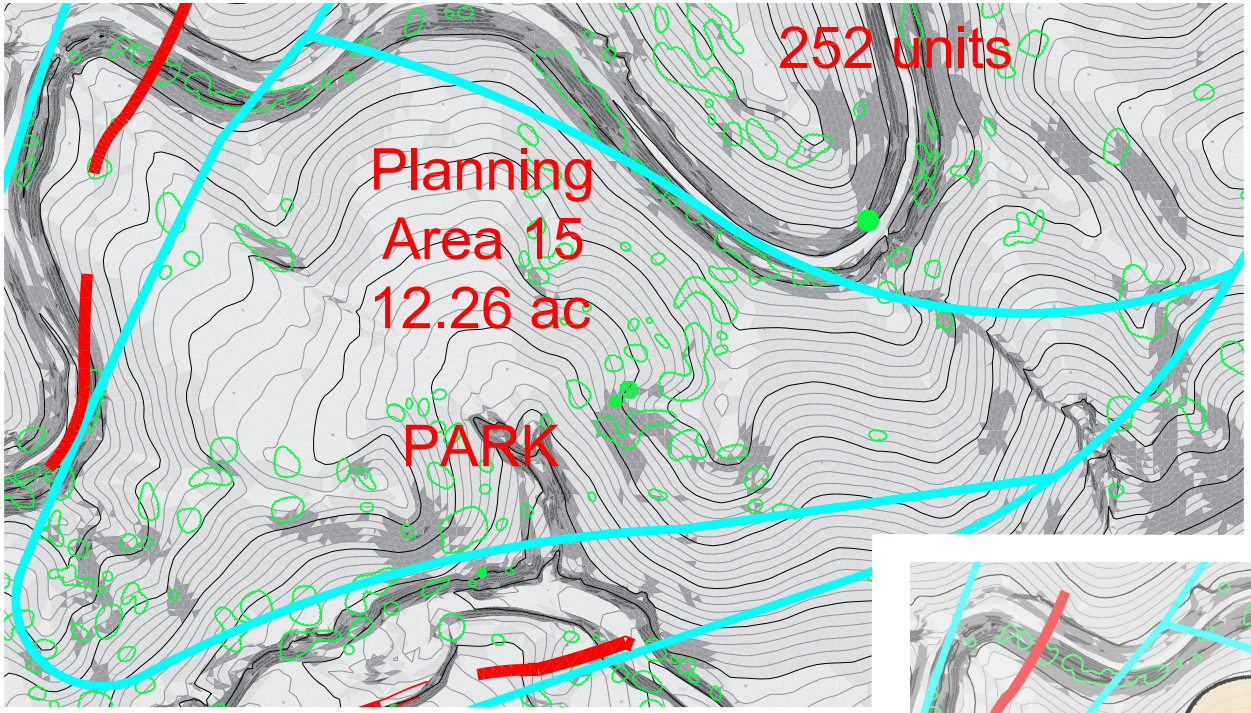


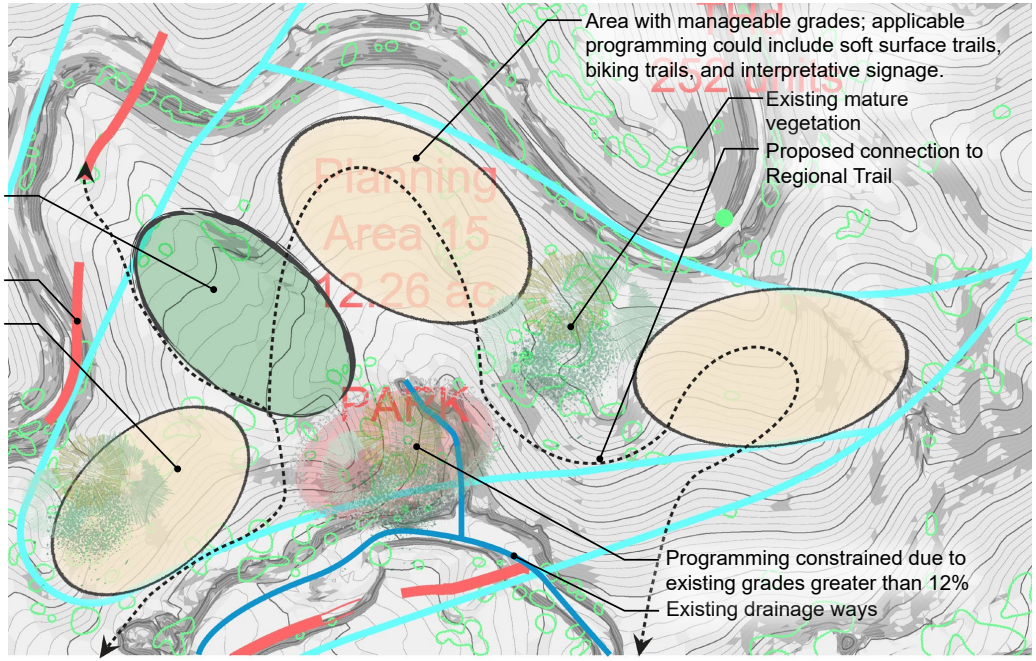
EXISTING CONDITIONS

LEGEND

- 0%-6% SLOPE
- 6%-12% SLOPE
- REGIONAL DETENTION POND
- 12%-20% SLOPE
- <20% SLOPE
- PROPOSED TRAIL
- PLANNING AREA BOUNDARY
- EXISTING VEGETATION

LOOKING GLASS WEST- Planning Area 15



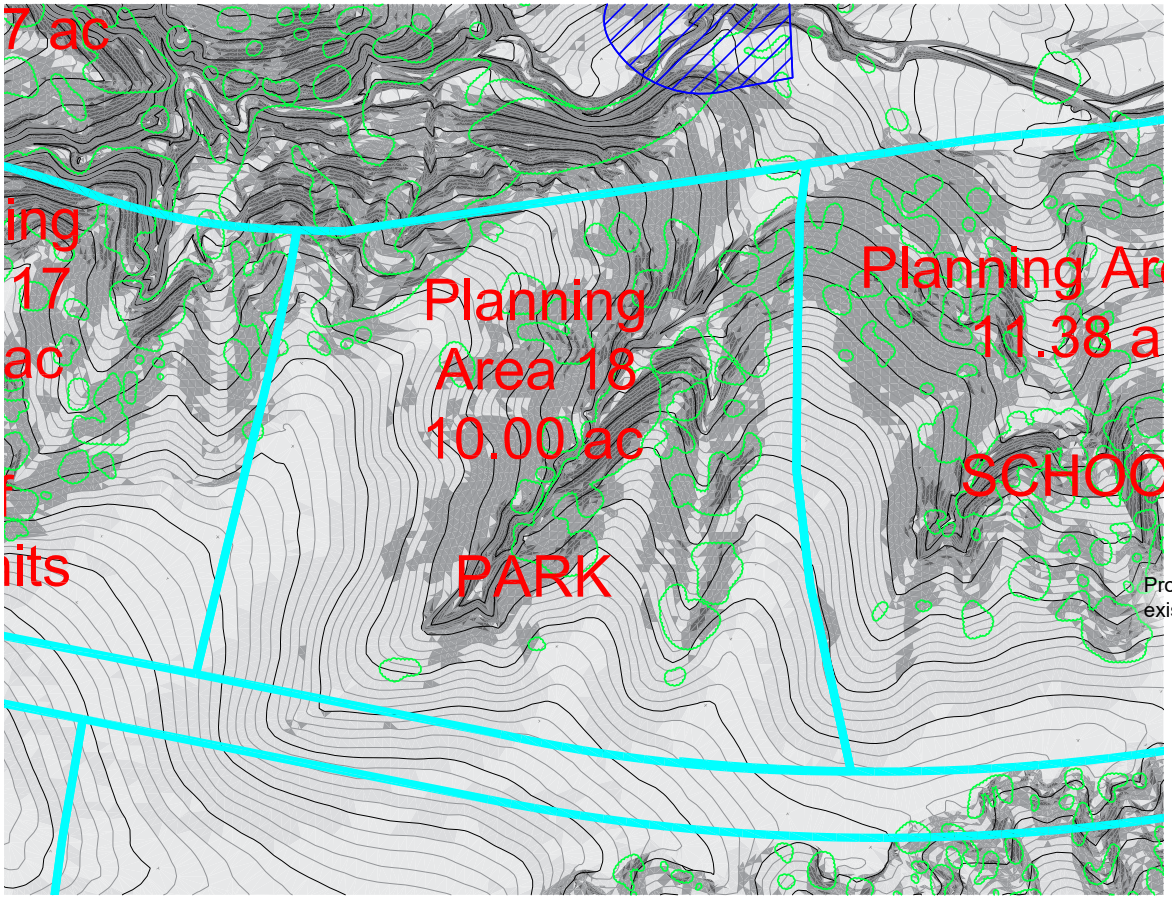


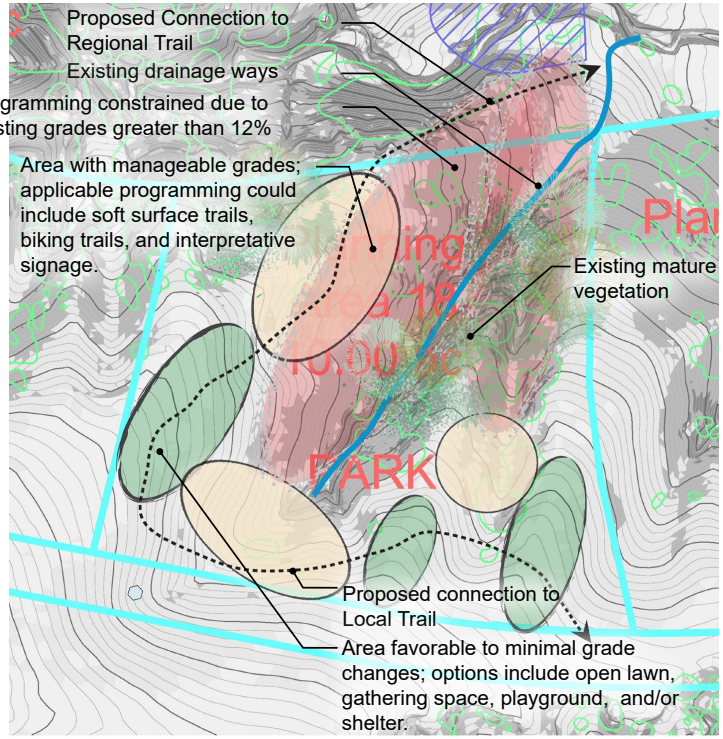
EXISTING CONDITIONS

LEGEND

- 0%-6% SLOPE
- 6%-12% SLOPE
- REGIONAL DETENTION POND
- 12%-20% SLOPE
- <20% SLOPE
- PROPOSED TRAIL
- PLANNING AREA BOUNDARY
- EXISTING VEGETATION

LOOKING GLASS WEST- Planning Area 18



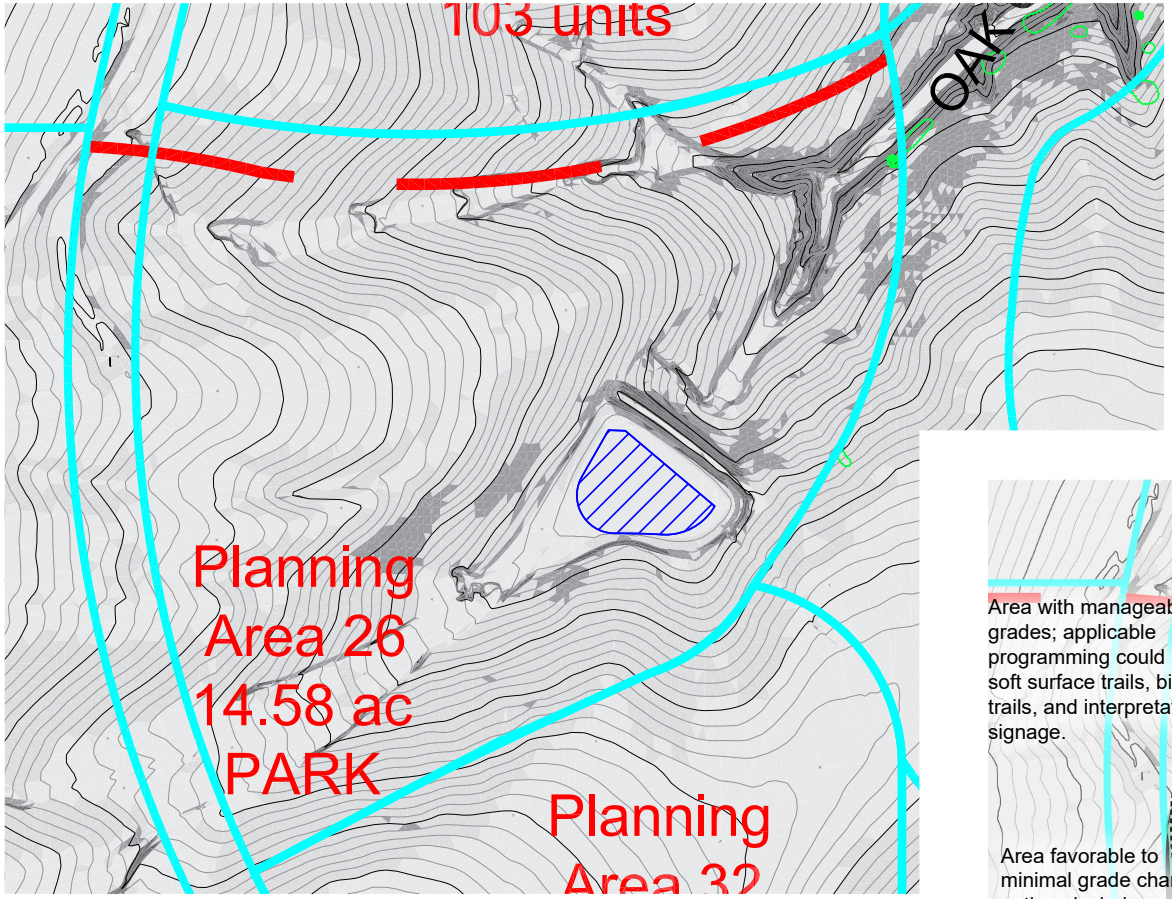


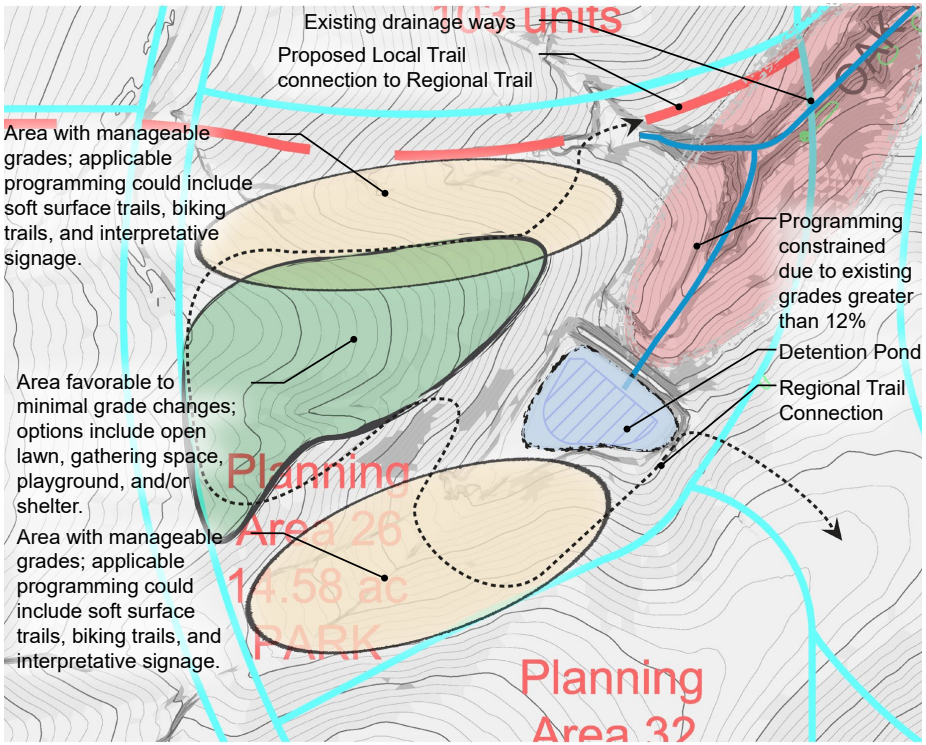
EXISTING CONDITIONS

LEGEND

- 0%-6% SLOPE
- 6%-12% SLOPE
- REGIONAL DETENTION POND
- 12%-20% SLOPE
- <20% SLOPE
- PROPOSED TRAIL
- PLANNING AREA BOUNDARY
- EXISTING VEGETATION

LOOKING GLASS WEST- Planning Area 26





EXISTING CONDITIONS

LEGEND

- 0%-6% SLOPE
- 6%-12% SLOPE
- REGIONAL DETENTION POND
- 12%-20% SLOPE
- <20% SLOPE
- PROPOSED TRAIL
- PLANNING AREA BOUNDARY
- EXISTING VEGETATION