

TOWN OF PARKER COUNCIL AGENDA
November 18, 2019

Notes:

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

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

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

1. TOWN COUNCIL MEETING SCHEDULE

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

2. SPECIAL PRESENTATIONS

- **2019 Parker Civic Academy - Participant Recognition**

- 3. PUBLIC COMMENTS (No action will be taken on these items.)** *Public Comment is an opportunity for Town residents and other interested individuals to speak about items that are NOT on the agenda. This comment period is limited to 30 minutes total time, with each individual allowed a maximum of 3 minutes to speak. You must sign up ahead of time in order to comment, and that sign up begins 30 minutes before the start of the meeting. The Council will accommodate as many speakers as possible during this time—with preference to Town residents—but if public comment extends beyond the allotted 30 minutes, Town Council will continue the comment period at the end of the meeting, prior to adjourning for those who signed up before the meeting.*

4. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

5. **CONSENT AGENDA**

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

A. **ORDINANCE NO. 1.540 - First Reading**

A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year

Department: Finance, Mary Lou Brown

Second Reading: December 2, 2019

B. **ORDINANCE NO. 3.352.1 - First Reading**

A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.352, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Development of Properties that Are Not Included In a Zoning District and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Amendments to the Land Development Ordinance with Respect to Such Properties

Department: Town Attorney, Kristin Schledorn

Second Reading: December 2, 2019

C. **ORDINANCE NO. 8.30 - First Reading**

A Bill for an Ordinance Amending Chapter 4.08 of the Parker Municipal Code, Entitled Stormwater Management Program, Concerning Exemption from and Collection of Stormwater Utility Fees

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

Second Reading: December 2, 2019

D. **ORDINANCE NO. 1.541 - First Reading**

A Bill for an Ordinance Approving the Agreement for Purchase and Sale of Land By and Between the Town of Parker and ACG, LLC, Concerning Lot 1B, Mainstreet Center 1st Amendment (the Schoolhouse Gym Property)

Department: Town Attorney, Jim Maloney

Second Reading: December 2, 2019

- E. *ORDINANCE NO. 9.272 - First Reading*
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue

Department: Engineering, Chris Hudson

Second Reading: December 2, 2019

- F. *ORDINANCE NO. 5.73.1 - First Reading*
A Bill for an Ordinance to Amend Section 8.11.060 of the Parker Municipal Code Concerning Consumption of Marijuana by a Minor

Department: Town Attorney, Kristin Schledorn

Second Reading: December 2, 2019

- G. *BELFORD METROPOLITAN DISTRICTS*

Department: Attorney, Kristin Schledorn

Second Reading: December 2, 2019

1. *ORDINANCE NO. 9.303 - First Reading*
A Bill for an Ordinance Approving an Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford North Metropolitan District
2. *ORDINANCE NO. 9.304 - First Reading*
A Bill for an Ordinance Approving an Amended and Restated Intergovernmental Agreement Between the Town of Parker, Colorado and the Belford South Metropolitan District
3. *RESOLUTION NO. 19-102*
A Resolution Approving the Form of Intergovernmental Agreement Regarding Funding of Green Acres Tributary Improvements Design Between Compark Business Campus Metropolitan District and Belford South Metropolitan District

- H. *RESOLUTION NO. 19-098*
A Resolution Regarding the Consolidated Service Plan for Reata Ridge Village Metropolitan District Nos. 1 and 2

Department: Town Attorney, Kristin Schledorn

- I. *RESOLUTION NO. 19-099*
A Resolution Regarding the Service Plan for Parker Automotive Metropolitan District

Department: Town Attorney, Kristin Schledorn

6. **ORDINANCES**

A. **ORDINANCE NO. 3.326.2 - Second Reading**

A Bill for an Ordinance to Amend Sections 13.06.020, 13.10.160, 13.10.200 and 13.16.040 of the Parker Municipal Code Concerning the Town of Parker Development Design Standards

Department: Community Development, Carolyn Washee-Freeland

B. **ORDINANCE NO. 9.302 - Second Reading**

A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Cherry Creek Upstream of Cherry Creek Reservoir By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker, and Douglas County

Department: Engineering/Public Works, Jacob James

7. **PUBLIC COMMENTS CONTINUED IF NECESSARY**

8. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

November 18, 2019

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

1. Proposed extension of plats/subdivision agreements for Compark Village South concerning Belford Avenue
2. Proposed extension of the plats/subdivision agreements for Trails at Crowfoot Filing Nos. 9 through 13
3. Proposed administrative extension to the Submittal Deadline for a sketch and preliminary plan for Segment 1 of the Anthology North Property
4. Listing agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet)/Eastmain Property

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

5. *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County District Court, Case No. 2018CV030354
6. HB 19-1234, concerning allowing delivery of regulated marijuana
7. Richmond defaults: Overlook at Cherry Creek Filing Nos. 1, 2 and 3, and Stroh Ranch Filing Nos. 17B and 17C
8. November 5, 2019 Special Election



Request for Town Council Action

Date: November 18, 2019
Submitted By: Mary Lou Brown, Finance Director
Reviewed By: Michelle Kivela, Town Administrator
Title: **ORDINANCE NO. 1.540 - First Reading**
A Bill for an Ordinance to Levy General Property Taxes for the Year 2019 to Help Defray the Costs of Government for the Town of Parker, Colorado, for the 2020 Budget Year

Department: Finance, Mary Lou Brown
Second Reading: December 2, 2019

EXECUTIVE SUMMARY

The Town of Parker must certify a mill levy to Douglas County prior to December 15, 2019, in order to collect property taxes for the 2020 budget year.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The following is a comparison of the mill levy, assessed valuation and property tax revenue for this year (2019) and next year (2020).

2019 Budget Year

Assessed Valuation	\$782,285,112
Mill Levy	2.602
Property Tax Revenue	\$2,035,506

2020 Budget Year

Assessed Valuation	\$906,816,860
Mill Levy	2.602
Property Tax Revenue	\$2,359,537

The mill levy of 2.602 mills is the same as the prior year. The voters approved exemption of Town revenues from the TABOR amendment, so the restriction to an increase of the local

growth factor plus inflation does not apply. We cannot increase the mill levy without a vote of the citizens; therefore, we will continue to use the rate of 2.602 mills.

The amount of property tax an owner of a home with an actual value of \$300,000 would have to pay the Town of Parker is approximately \$780 per year.

FINANCIAL IMPACT

The budgeted property tax revenue for 2020 is \$2,359,537.

STRATEGIC GOAL(S)



**SUPPORT AN
ACTIVE COMMUNITY**



**FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT**



**INNOVATE WITH
COLLABORATIVE
GOVERNANCE**



**ENHANCE ECONOMIC
VITALITY**



**PROMOTE A SAFE AND
HEALTHY COMMUNITY**



**DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH**

ATTACHMENTS

1. Ordinance No. 1.540

RECOMMENDED MOTION

I move to approve Ordinance No. 1.540 on first reading and schedule second reading for December 2, 2019.

ORDINANCE NO. 1.540, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO LEVY GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF PARKER, COLORADO, FOR THE 2020 BUDGET YEAR

WHEREAS, the Town Council of the Town of Parker has adopted the annual budget in accordance with the Local Government Budget Law, on December 2, 2019;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes is \$2,359,537;

WHEREAS, the 2019 valuation for assessment for the Town of Parker, as certified by the County Assessor, is \$906,816,860;

WHEREAS, pursuant to the provisions of Section 39-3-119.5, C.R.S., nonexempt personal property parcels shall be exempt from the levy and collection of property tax if the personal property would otherwise be listed on a single personal property schedule and the actual value of such personal property is seven thousand dollars (\$7,000.00) or less;

WHEREAS, pursuant to Paragraph 8(b) of Section 20 of Article X of the Colorado Constitution, each taxing district in Colorado may enact cumulative uniform exemptions and credits to reduce or end business personal property taxes;

WHEREAS, the personal property tax is a tax which is levied annually and is in addition to all applicable sales and use taxes collected when any personal property is first utilized in a business;

WHEREAS, the Town Council believes that increasing the exemption amount for personal property taxes on a temporary basis for the year 2019 would benefit the businesses in the Town of Parker, would not significantly impact the Town's budgets, and would not cause a reduction in services to taxpayers and residents of the Town of Parker; and

WHEREAS, the Town Council desires to establish a tax policy, which will remain in effect on a temporary basis for the year 2019, it being the explicit purpose and understanding of the Town Council that a return to the prior exemption limits under Section 39-3-119.5, C.R.S. is not a tax policy change or a new tax as contemplated by TABOR.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Parker during the 2019 budget year, there is hereby levied a tax of 2.602 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2019.

Section 2. The Finance Director is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the Town of Parker as hereinabove determined and set.

Section 3. The Town Council hereby establishes a temporary tax policy to increase the uniform exemption from taxation upon business personal property to cause the first hundred thousand dollars of actual value in business personal property listed on a single personal property schedule to be exempt from the levy and collection of personal property tax for the year 2019. This increased exemption amount shall apply to all parcels located in the Town of Parker and shall apply to those taxes levied by the Town of Parker. Town Council further directs that the Town Finance Department take whatever actions are necessary to implement this temporary policy, including any changes to the certification of mill levy filed annually with Douglas County.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

Section 5. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. This Ordinance shall become effective ten (10) days after final publication.

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.352.1 - First Reading**
A Bill for an Ordinance Affirming the Passage of Emergency Ordinance No. 3.352, Series of 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of any Application for a Town of Parker Permit or License Related to the Development of Properties that Are Not Included In a Zoning District and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Amendments to the Land Development Ordinance with Respect to Such Properties

Department: Town Attorney, Kristin Schledorn
Second Reading: December 2, 2019

EXECUTIVE SUMMARY

The purpose of this ordinance is to affirm adoption of Emergency Ordinance No. 3.352, in accordance with Section 7.6 of the Town of Parker Home Rule Charter, and temporarily suspend for 180 days the processing and approval of any application or permit related to the development of properties that are not included in a zoning district.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Section 13.01.040 of the Land Development Ordinance specifically provides that the Land Development Ordinance applies to all properties within the legal boundaries of the Town, and Section 13.04.010 provides that the Town shall be divided into zoning districts, including, but not limited to, Agricultural, Multiple Family, Commercial, Light Industrial and Planned Development Districts.

When new property is included within the legal boundaries of the Town, either at the time of the initial incorporation of the Town or when new land is annexed into the Town, those properties must undertake an initial zoning process to be placed within one of the Town's zoning districts, in accordance with the requirements of the Land Development Ordinance. However, during the initial zoning process, the possibility of procedural defects could result in instances where properties seeking initial placement into a zoning district might not be included within a zoning district, which defects might be related to notice and hearing procedures, surveying errors, court orders invalidating the Town's zoning procedures, or the inability of the zoning ordinance to receive the required number of votes for passage by the Town Council. The Town has recently been made aware of properties that are not included in a zoning district.

Because of the possibility of significant land use and public welfare impacts associated with the development of property not included within a zoning district, including the potential of applications being made for land uses that are substantially incompatible with surrounding land uses, the Town Council desires to investigate the appropriate land use provisions that provide a manner of addressing properties that are not included in a zoning district and to give time to Town staff to develop and if appropriate, for Town Council to adopt amendments to the Land Development Ordinance to address this situation.

This ordinance affirms the adoption of Ordinance No. 3.352, which was originally adopted as an emergency ordinance. Section 7.6 of the Town of Parker Home Rule Charter requires that Town Council, by subsequent ordinance, must affirm any emergency ordinance, in order for it to remain in effect longer than 90 days after passage.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 3.352.1

RECOMMENDED MOTION

I move to approve Ordinance No. 3.352.1 on first reading and to schedule second reading for December 2, 2019, as part of the consent agenda.

ORDINANCE NO. 3.352.1, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AFFIRMING THE PASSAGE OF EMERGENCY ORDINANCE NO. 3.352, SERIES OF 2019, A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR ONE HUNDRED EIGHTY (180) DAYS IN DURATION ON THE PROCESSING AND APPROVAL OF ANY APPLICATION FOR A TOWN OF PARKER PERMIT OR LICENSE RELATED TO THE DEVELOPMENT OF PROPERTIES THAT ARE NOT INCLUDED IN A ZONING DISTRICT AND DECLARING THE INTENTION OF THE TOWN COUNCIL TO CONSIDER THE ADOPTION OF APPROPRIATE AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE WITH RESPECT TO SUCH PROPERTIES

WHEREAS, the Town Council of the Town of Parker passed Ordinance No. 3.352, Series of 2019, as an emergency ordinance on October 21, 2019, A Bill for an Emergency Ordinance to Impose a Temporary Suspension for One Hundred Eighty (180) Days in Duration on the Processing and Approval of Any Application for a Town of Parker Permit or License Related to the Development of Properties That Are Not Included in a Zoning District and Declaring the Intention of the Town Council to Consider the Adoption of Appropriate Amendments to the Land Development Ordinance with Respect to Such Properties;

WHEREAS, Section 7.6 of the Town of Parker Home Rule Charter requires that emergency ordinances "shall not be in effect longer than ninety (90) days after passage, unless the Council by subsequent ordinance shall affirm the same;" and

WHEREAS, the Town Council of the Town of Parker desires to affirm the passage of Ordinance No. 3.352, Series of 2019.

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

Section 1. The Town Council of the Town of Parker hereby affirms the passage of Ordinance No. 3.352, Series of 2019, attached hereto as **Exhibit A**, and incorporated by this reference.

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 A

ORDINANCE NO. 3.352, Series of 2019

TITLE: A BILL FOR AN EMERGENCY ORDINANCE TO IMPOSE A TEMPORARY SUSPENSION FOR ONE HUNDRED EIGHTY (180) DAYS IN DURATION ON THE PROCESSING AND APPROVAL OF ANY APPLICATION FOR A TOWN OF PARKER PERMIT OR LICENSE RELATED TO THE DEVELOPMENT OF PROPERTIES THAT ARE NOT INCLUDED IN A ZONING DISTRICT AND DECLARING THE INTENTION OF THE TOWN COUNCIL TO CONSIDER THE ADOPTION OF APPROPRIATE AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE WITH RESPECT TO SUCH PROPERTIES

WHEREAS, the Town of Parker has adopted the Land Development Ordinance pursuant to the authority granted to the Town as a Home Rule municipality under Article XX of the Constitution of the State of Colorado and the Town Charter, for the purpose of promoting the health, safety, convenience, order, prosperity and welfare of the present and future inhabitants of the Town;

WHEREAS, Section 13.01.040 of the Land Development Ordinance specifically provides that the Land Development Ordinance applies to all properties within the legal boundaries of the Town;

WHEREAS, Section 13.04.010 of the Land Development Ordinance provides that the Town shall be divided into the following zoning districts:

- A Agricultural District
- ER Estate Residential District
- SR Suburban Residential District
- MF Multiple Family District
- MH Mobile Home District
- B Business District
- GD Greater Downtown District
- C Commercial District
- LI Light Industrial District
- PD Planned Development District
- PF Public Facilities

WHEREAS, when new property is included within the legal boundaries of the Town either at the time of the initial incorporation of the Town or when new land is annexed into the Town, those properties must undertake an initial zoning process to be placed within one of the Town's zoning districts, in accordance with the requirements of the Land Development Ordinance;

WHEREAS, during such zoning process, there exist a number of procedural defects that could result in instances where properties seeking initial placement into a zoning district might not be included within a zoning district, which defects might be related to notice and hearing procedures, surveying errors, court orders invalidating the Town's zoning procedures, or the inability of the zoning ordinance to receive the required number of votes for passage by the Town Council;

WHEREAS, the Town Council has been made aware of properties in the Town, other than rights-of-way, that are not included in a zoning district;

WHEREAS, there are likely significant land use and public welfare impacts associated with the development of property not included within a zoning district, including the potential of applications being made for land uses that are substantially incompatible with surrounding land uses;

WHEREAS, the Town Council desires to investigate the appropriate land use provisions that provide a manner of addressing properties that are not included in a zoning district;

WHEREAS, the imposition of a 180-day suspension on the processing and approval of any new application for a Town of Parker subdivision, site plan, permit or license related to the development of properties that are not included within a zoning district will allow the Town staff time to develop and the Town Council to implement any appropriate land use regulations that might be necessary; and

WHEREAS, a 180-day temporary suspension is a reasonable length of time for the Town to properly develop and, if appropriate, adopt and implement any amendments to the Land Development Ordinance with respect to properties that might exist in the Town, which are not included within a zoning district.

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

Section 1. **Findings and Intent.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council of the Town of Parker.

Section 2. **Imposition of Temporary Suspension on Applications for Permits and Licenses Related to the Development of any Property within the Town of Parker that is not Included within a Zoning District.** Upon the adoption of this Ordinance, a temporary suspension is imposed upon the processing and approval of all new applications for subdivisions, site plans, permits and licenses by the Town related to the development of any property within the Town of Parker that is not included in a zoning district. The Town staff is directed to refuse to process, review or approve any such new applications during the temporary suspension period. Provided,

however, the applications for permits and licenses for development of legal non-conforming structures or permits or applications for projects located entirely within rights-of-way shall not be included in the temporary suspension.

Section 3. Staff to Investigate and Prepare Proposed Regulations. Before the expiration of the temporary suspension imposed by this Ordinance, the Town staff, working with the Town Attorney, shall prepare appropriate amendments, if any, to the Land Development Ordinance concerning properties not included within a zoning district.

Section 4. Police Power Finding. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town and the inhabitants thereof.

Section 5. Authority. The Town Council hereby finds, determines and declares that it has the power to adopt this Ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, Article 20 of Title 29 C.R.S.; (ii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; and (iii) the powers contained in the Town of Parker Home Rule Charter (the "Charter").

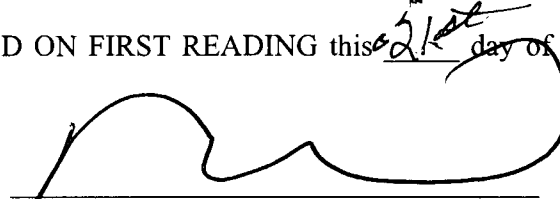
Section 6. Emergency Declared; Effective Date; Expiration. Pursuant to Section 7.6 of the Charter, the Town Council finds, determines and declares that passage of this Ordinance is necessary for the immediate preservation of the public peace, health and safety in order to prevent the processing and approval of any application for a Town permit or license related to the development of properties within that Town that are not included within a zoning district, until the Town has had a reasonable opportunity to determine what land use regulations or amendments to the Land Development Ordinance, if any, should be adopted concerning such properties. Failure to immediately impose the temporary suspension provided for in this Ordinance will potentially allow development to occur on such properties before the Town has had a reasonable opportunity to consider appropriate regulations thereof. The Town Council further determines that the adoption of this Ordinance as an emergency ordinance is in the best interest of the citizens of the Town of Parker. The temporary suspension imposed by the Ordinance shall commence as of the date of the adoption of this Ordinance and shall expire one hundred eighty (180) days thereafter, unless repealed prior to that date or extended, if necessary, as determined by Town ordinance.

Section 7. 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 publication of an agenda that contains the title to this Ordinance in a newspaper of local circulation prior to first and final reading of this Ordinance creates a financial burden on the Town and that the title to this Ordinance was posted in two (2) public places two (2) days before the Town Council meeting to the extent required by Section 7.5e. of the Town of Parker Home Rule Charter.

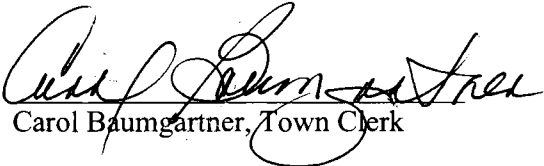
Section 8. Severability. If any clause, sentence, paragraph or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 9. This Ordinance shall become effective immediately upon adoption. .

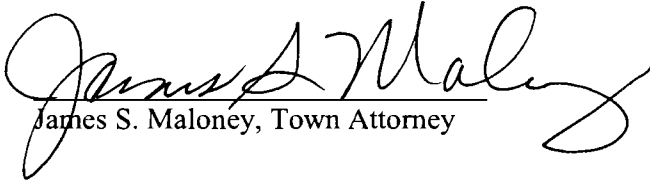
INTRODUCED, ADOPTED AND PASSED ON FIRST READING this 21st day of October, 2019.


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:


James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 18, 2019

Submitted By: Tom Williams, Director Eng/PW
Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 8.30 - First Reading**
A Bill for an Ordinance Amending Chapter 4.08 of the Parker Municipal Code, Entitled Stormwater Management Program, Concerning Exemption from and Collection of Stormwater Utility Fees

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

Second Reading: December 2, 2019

EXECUTIVE SUMMARY

This ordinance is to amend Chapter 4.08 of the Parker Municipal Code, Entitled Stormwater Management Program to provide clarification and definition of "private streets, rights-of-ways and alleys" to better interpret their exemption from the Stormwater Utility Fee.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town has historically interpreted that "private streets, rights-of-ways and alleys" be platted in a separate tract to be exempt from the Stormwater Fee since the definition in the Municipal Code is not clearly defined. Staff has recently identified numerous areas throughout Town that would appear to meet the intent of this definition, however, the streets are not located in separate tracts. In these scenarios, private streets may be part of a lot and, more commonly, split between multiple lots. A more specific definition will provide clarity to staff and property owners as to what qualifies as a "private street, right-of-way or alley". Staff is also proposing code revisions related to the Stormwater Fee billing to better align with the current practices in our Finance Department.

FINANCIAL IMPACT

The clarification on this definition will result in a reduction of impervious area currently being billed on a number of properties within Town. This revised definition will result in a revenue decrease of \$26,500 using the 2019 Stormwater Fee of \$7.49. Using the proposed 2020 Stormwater Fee of \$7.65 this revised definition will result in a revenue decrease of \$27,067.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 8.30

RECOMMENDED MOTION

I move to approve Ordinance No. 8.30 on first reading and to schedule second reading for December, 2, 2019, as part of the consent agenda.

ORDINANCE NO. 8.30, Series of 2019

TITLE: A BILL FOR AN ORDINANCE AMENDING CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, ENTITLED STORMWATER MANAGEMENT PROGRAM, CONCERNING EXEMPTION FROM AND COLLECTION OF STORMWATER UTILITY FEES

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

Section 1. Section 4.08.030 of the Parker Municipal Code is amended by the addition of a new definition to read as follows:

4.08.030 Definitions.

* * *

Private streets, rights-of-ways and alleys mean (a) roadways not accepted by the Town, which multiple abutting lots take direct vehicular access from, and which are connected to a public street, right-of-way or highway at both ends of such private roadway; or (b) roadways not accepted by the Town and located in a separate tract, which identifies such roadway as private.

* * *

Section 2. Section 4.08.080 of the Parker Municipal Code is amended to read as follows:

4.08.080 Certain properties exempt from fee.

The following land uses are exempt from the stormwater utility fee:

- (1) All public park land and open space;
- (2) All public or private ponds, lakes, reservoirs, rivers, creeks, natural water courses or irrigation ditch/canal rights-of-way;
- (3) All public ~~or private~~ streets, highways, rights-of-way and alleys;
- (4) All private streets, rights-of-way and alleys; provided however, adjacent on-street parking and sidewalks shall not be exempt;**
- ~~(5)~~ All railroad rights-of-way;
- ~~(5)~~ All cemeteries;
- ~~(6)~~ Golf courses; and

(78) All real property located within the A-Agricultural District as described in Section 13-04-050 of this Code.

Section 3. Subsection 4.08.100(a) of the Parker Municipal Code is amended to read as follows:

4.08.100 Delinquency and collection.

(a) The stormwater utility fee levied in accordance with this Chapter shall be paid ~~upon receipt of the bill and in no case later than the last day of the month of receipt of~~ **on or before the due date shown on** the bill. If the bill is not paid within thirty-five (35) days after **billing due date**, and all appeals are exhausted under Section 4.08.110 below, it shall be deemed delinquent whereupon a twenty-five-dollar surcharge shall be imposed for collection services. In case the tenant in possession of any premises pays the fee, it shall relieve the property owner from such obligation. The owner of every structure or premises shall also be liable for the fee, which liability may be enforced, but the Town shall not be required to seek payment from any person whomsoever other than the property owner. No change of ownership shall affect the application of this Section, and the failure of any owner to discover that he or she purchased property against which a fee or surcharge exists shall in no way affect his or her liability for such payment in full.

* * *

Section 4. Section 4.08.120 of the Parker Municipal Code is amended to read as follows:

4.08.120 Review by Town Council.

The Town Council shall review the amount of the fees described in this Chapter at least every ~~three (3)~~ **five (5)** years.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 18, 2019

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.541 - First Reading**
A Bill for an Ordinance Approving the Agreement for Purchase and Sale of Land By and Between the Town of Parker and ACG, LLC, Concerning Lot 1B, Mainstreet Center 1st Amendment (the Schoolhouse Gym Property)

Department: Town Attorney, Jim Maloney
Second Reading: December 2, 2019

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 Schoolhouse Gym Property.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Attached is the purchase and sale agreement (the “Agreement”) signed by ACH, LLC (the “Buyer”) to purchase the Schoolhouse Gym Property (the “Property”). The material terms of the Agreement are summarized as follows:

1. Purchase Price: \$330,000 (the listing price is \$375,000).
2. Reimbursement: In addition to the purchase price, the Buyer will pay the Town \$81,185.25 for waterline improvements.
3. Use of the Property: The Agreement provides that the “Buyer (will) construct and operate a restaurant and tavern on the Property.”
4. Deed Restrictions: In addition to the initial development of the Property, the Property is to be

“used solely for the following specific uses . . . retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or microbrewery.” In the event this restriction is violated, the Town has the right to repurchase the Property for fair market value.

5. Maintenance Covenant. The Buyer is required to maintain and repair “all landscaping on the Property in a good and safe condition . . . in a manner and custom in keeping with . . . similar improvements in Historic Center of the Greater Downtown Zoning District.”

6. Closing. The closing is to occur at least fifteen (15) days after the expiration of the “Permitting and Financing Deadline,” but in no event later than 210 days from the effective date of the Agreement.

7. Permitting and Financing Deadline. The Buyer has 100 days from the effective date of the Agreement to obtain all “Necessary Approvals” and “Financing.” The Buyer will have two (2) consecutive options of 30 days to extend this deadline. The “Necessary Approvals” and “Financing” are for a “restaurant and tavern.”

FINANCIAL IMPACT

The Town will be paid \$411,185.25 at closing.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 1.541

RECOMMENDED MOTION

I move to approve Ordinance No. 1.541 on first reading and to schedule second reading for December 2, 2019, as part of the consent agenda.

ORDINANCE NO. 1.541, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT FOR PURCHASE AND SALE OF LAND BY AND BETWEEN THE TOWN OF PARKER AND ACG, LLC, CONCERNING LOT 1B, MAINSTREET CENTER 1ST AMENDMENT (THE SCHOOLHOUSE GYM PROPERTY)

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 Agreement for the Purchase and Sale of Land by and between the Town of Parker and ACG, LLC, concerning Lot 1B, Mainstreet Center 1st Amendment (the Schoolhouse gym property), 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

AGREEMENT FOR SALE AND PURCHASE OF LAND

This Agreement for Sale and Purchase of Land ("**Agreement**") is made and entered into effective as of the Effective Date defined in Section 1.1 below, by and between the Town of Parker, a Colorado municipal corporation ("**Seller**") and ACG, LLC ("**Buyer**").

ARTICLE 1

AGREEMENT TO SELL AND PURCHASE PROPERTY

1.1 **Effective Date.** After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town of Parker (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 it is executed by Seller and then as of the date that is ten days after official publication of the ordinance approving this Agreement (the "**Effective Date**"). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before January 2, 2020, 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.

1.2 **Agreement to Sell and Purchase.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller the following real property located in the Town of Parker in Douglas County, Colorado:

Lot 1B, Mainstreet Center 1st Amendment, according to the plat as
Recorded May 23, 2016 at Reception No. 2016032233, County of
Douglas, State of Colorado

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 thereto, but excepting all water rights and water interests of every nature, and subject to the Deed Restrictions and Permitted Exceptions as provided herein (the "**Property**"). Seller shall convey any and all interest it has in the Property by bargain and sale deed (the "**Deed**"), free and clear of all liens, encumbrances and easements, except for the Deed Restrictions and the Permitted Exceptions (as defined herein).

1.3 **Deed Restrictions.** In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to a repurchase right in favor of Seller on the terms and conditions set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Deed Restrictions**").

ARTICLE 2

PURCHASE PRICE

2.1 **Purchase Price.** The parties agree that the purchase price of the Property shall be THREE HUNDRED THIRTY THOUSAND AND 10/100 DOLLARS (\$330,000.00) (the "**Purchase Price**"), delivered to Seller at Closing upon satisfaction of all conditions to Closing

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Lot 1B, Mainstreet Center 1st Amendment, according to the plat as
Recorded May 23, 2016 at Reception No. 2016032233, County of
Douglas, State of Colorado

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 thereto, but excepting all water rights and water interests of every nature, and subject to the Deed Restrictions and Permitted Exceptions as provided herein (the "**Property**"). Seller shall convey any and all interest it has in the Property by bargain and sale deed (the "**Deed**"), free and clear of all liens, encumbrances and easements, except for the Deed Restrictions and the Permitted Exceptions (as defined herein).

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including without limitation delivery of the Deed at Closing, less any amounts to be withheld in accordance with this Agreement, and further subject to all terms and conditions set forth in this Agreement. The Purchase Price is payable by Buyer as follows:

2.2 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 Twenty Thousand Dollars (\$20,000) (the "**Deposit**"). If Buyer CG completes the purchase of the Property, the Deposit shall be applied to the Purchase Price. Otherwise, the Deposit shall be held and disbursed by the Title Company as provided in this Agreement. Buyer and Seller shall deposit this Agreement with the Title Company for use as escrow instructions. Buyer and Seller further agree to execute Title Company's standard form of supplemental escrow instructions for transactions of the type contemplated in this Agreement, provided that no such provisions shall have the effect of modifying this Agreement unless it is so expressly stated and initialed by or on behalf of Buyer and Seller, and that for any conflict between the supplemental escrow instructions and this Agreement, the terms of this Agreement shall control.

2.3 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.

2.4 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 4.1 hereof).

ARTICLE 3 AFFIRMATIVE COVENANTS OF SELLER AND BUYER

3.1 Seller. Seller represents and covenants as follows:

(a) No Occupancy. The Property is not subject to any oral or written lease, nor any license permitting use or occupancy thereof that will survive the Closing with respect to the Property or any portion thereof.

(b) No Change. During the term of this Agreement, except as contemplated herein, Seller shall not modify any encumbrance or execute any agreement, lease, or instrument affecting the Property or title thereto and/or 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 paragraph.

(c) Utilities. Water, sanitary sewer, storm sewer, gas and electrical service lines are available in a public right of way abutting the Property, but it shall be Buyer's sole responsibility to obtain the right to connect to such lines and to construct and pay for such connections and the use thereof.

(d) OFAC.

(i) 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.

(ii) 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.

3.2 Buyer. Buyer represents and covenants as follows:

(a) Authority. If Buyer is a juridical entity, it is duly organized and existing and in good standing under the laws of the state of its formation and is duly authorized to conduct business in 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.

(b) 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.

(c) Opportunity to Investigate.

(i) 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.

(ii) 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.

(iii) 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.

(d) OFAC.

(i) 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.

(ii) 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.

ARTICLE 4 CLOSING

4.1 Closing. The Closing shall occur on the first business day that is at least fifteen days after expiration of the Permitting and Financing Deadline (as defined in Section 5.4 hereof), unless otherwise agreed by the parties (the "**Closing Date**"), provided that in no event shall the Closing Date be later than two hundred ten (210) days after the Effective Date (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 6 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 as of the Outside Closing Date, 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.

4.2 Possession. Seller shall deliver possession of the Property to Buyer effective as of the date and time of Closing.

4.3 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):

(a) Bargain and Sale Deed. The Deed executed and acknowledged by Seller, subject to the Deed Restriction and the Permitted Exceptions.

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

(c) 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.

(d) 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.

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

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

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

(h) 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.

4.4 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. 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 4., to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

4.5 Closing Actions. 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 the Deed in the real estate records of the Clerk and Recorder of Douglas County, Colorado (the "**Records**")

(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; and (iii) all other documents deliverable to Seller as a result of Closing.

(d) Deliver to Buyer: any funds deposited by Buyer 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.

4.6 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.

4.6 Deposit Deduction. If pursuant to the terms of the Agreement, the Title Company is required to deliver the Deposit or any portion thereof to a party hereunder, Title Company may deduct from therefrom any funds due Title Company from such party and deliver the remainder thereof to such party.

4.7 Actions by Title Company as Escrow Agent.

(a) 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.

(b) Escrow. By its execution of this Agreement, Title Company agrees to receive and administer 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.

(c) Liability. The parties acknowledge that Title Company is acting solely as a stakeholder at their request and for their convenience, and that Title Company shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in breach or willful disregard of this Agreement or involving gross negligence.

ARTICLE 5 CONTINGENCIES

5.1 Title Insurance. Seller shall obtain and deliver within ten (10) days after the Effective Date, a current commitment ("**Title Commitment**") from the Title Company, committing the Title Company to issue to Buyer an ALTA Owner's Policy (6-17-06) of title insurance in the amount of the Purchase Price, free of all liens, leases, encumbrances, and reservations, except for the Deed Restrictions and the Permitted Exceptions ("**Title Policy**"), the premium for which shall be paid by Seller. If requested by Buyer and approved by the Title Company, the standard printed exceptions shall be deleted at the expense of Buyer, and Buyer shall provide all documentation required by the Title Company for such deletion. The Title Commitment shall be accompanied by copies of all instruments and documents referred to therein as creating exceptions to title and any unrecorded leases or tenancies affecting the Property.

5.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitment, including any update thereof issued prior to expiration of the Permitting and Financing Deadline (as defined below), deemed unacceptable to Buyer in Buyer's sole discretion ("**Title Objections**"), provided that Buyer delivers written notice of such Title Objections on or before the date that is ten (10) business days after Buyer's receipt of the Commitment or update thereof, as applicable; otherwise any such Title Objections shall be deemed to be waived. If Buyer delivers in a timely manner written notice of any Title Objections, then Seller shall within ten (10) business days following receipt of any Title Objections from Buyer notify Buyer in writing ("**Seller's Response**") whether Seller elects, to: (i) cure any such Title Objections on or prior to the Closing Date, or (ii) not to cure any such Title 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 Title Objections. If Seller's Response states that Seller elects not to cure any of Buyer's Title Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then, within ten (10) business days after delivery of Seller's Response, or the date of Seller's deemed election not to cure, as applicable, 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 such Title Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Title Objections, and without a reduction of the Purchase Price. If Buyer fails timely to deliver written notice of such election, then Buyer shall be deemed to have elected to waive the Objections and proceed to purchase the Property pursuant to clause (y) above. If a Title Objection arises as result of an update of the Title Commitment that does not permit resolution of the Title Objection prior to the Closing Date in accordance with the time frames provided in this Section 5.2, then the Closing Date shall be extended for the number of days necessary to provide the parties the resolution time frames provided in this Section 5.2.

5.3 Permitted Exceptions. The (1) exceptions to title contained in the Commitment (including any update thereof) as of the Closing Date (including any endorsements or supplements to the Commitment issued prior to such expiration), and including any Title Objections that Seller did not commit to resolve, (2) encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises, except for matters expressly granted in writing by Seller and objected to by Buyer after the Permitting and Financing Deadline and prior to the Closing Date, and (3) 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).

5.4 Survey.

(a) Buyer shall have the right, at Buyer’s sole cost and expense, to order an ALTA Survey depicting the Property and all easements, reservations, licenses and rights of way of record affecting the Property as shown in the Title Commitment, which if ordered shall be certified to Buyer, Seller and the Title Company (the “**Survey**”).

(b) Buyer shall have until the Approval and Permitting Deadline to notify Seller in writing (“**Survey Notice**”) as to any conditions identified by the Survey deemed to be unsatisfactory to Buyer in Buyer’s sole discretion (“**Survey Condition**”). Any Survey Condition identified in the Survey Notice shall be deemed a Title Objection, and the provisions of Section 5.2 shall apply to the resolution thereof.

5.5 Permitting and Financing Contingencies.

(a) For a period of time beginning on the Effective Date and ending one hundred (100) days thereafter (the “**Permitting and Financing Deadline**”), Buyer shall diligently pursue (i) all governmental entitlements, approvals, permits and licenses (other than those licenses that can only be obtained after Closing) that Buyer deems necessary for Buyer to construct and operate a restaurant and tavern on the Property (collectively “**Necessary Approvals**”) and (ii) financing acceptable to Buyer in Buyer’s sole discretion (“**Financing**”). All Necessary Approvals and Financing shall be pursued by Buyer at Buyer’s sole cost and expense. All Necessary Approvals, and all submittals required in connection therewith, shall be pursued and provided by Buyer in accordance with the ordinances, regulations and procedures required by the Town for such Necessary Approvals. Buyer shall provide bi-weekly status reports to Seller as to the progress of Buyer’s efforts to obtain Necessary Approvals and Financing. If, despite Buyer’s diligent efforts, Buyer is unable to obtain all Necessary Approvals and Financing prior to the Permitting and Financing Deadline, Buyer shall have two (2) consecutive options to extend the Permitting and Financing Deadline, each for a period of thirty (30) days, by delivering written notice of extension to Seller on or before the Permitting and Financing Deadline then in force. Buyer’s failure to exercise its first extension option shall automatically terminate and void its second extension option.

(b) In connection with its pursuit of Necessary Approvals and Financing, Buyer and its agents, employees, contractors, consultants, and proposed lenders ("**Licensed Parties**") shall have the right, at Buyer's sole cost, risk and expense, to enter onto the Property at reasonable times and in a reasonable manner for the purpose of making such surveys, tests and inspections as Buyer deems necessary in connection with this Agreement. Any disturbance to the Property caused by the Licensed Parties shall be promptly remedied or repaired at the expense of Buyer. All entry onto the Property by or on behalf of Buyer at any time prior to the Closing shall be upon prior telephonic notice to Seller, subject to such rules as Seller may reasonably impose to avoid interference with Seller's ongoing use of the Property. Buyer agrees to conduct all examinations and tests of the Property in a safe and workmanlike manner, repair any damage or disturbance it causes to the Property in the event this Agreement is terminated or fails to close in accordance with its terms. The obligations of Buyer under this Section 5.4(a) shall survive the Closing or the termination of this Agreement. If Buyer terminates this Agreement for any reason, Buyer shall deliver to Seller any third-party reports prepared on behalf of Buyer with respect to the Property, within thirty (30) days after such termination.

(c) Prior to Licensed Parties entering the Property, 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 Licensed Parties. Buyer agrees to keep the Property free from all liens resulting from Licensed Parties' pursuant to this Section 5.4, 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 Licensed Parties; 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

(d) At any time on or prior to the Permitting and Financing Deadline, Buyer may elect in its sole and absolute discretion to terminate this Agreement by giving written notice of termination to Seller. If Buyer elects termination, and upon Buyer's notice thereof to the Title Company, the Deposit shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement. If Buyer does not give Buyer's notice of termination on or prior to the Permitting and Financing Deadline, then the termination right provided in this paragraph shall be deemed waived, and Buyer's rights to terminate this Agreement shall be limited to those remaining termination rights specifically set forth in this Agreement.

(e) If Buyer does not terminate this Agreement on or prior to the Permitting and Financing Deadline, then the Deposit shall become non-refundable to Buyer except in the

event of Seller's breach of this Agreement or in the event the condition in Section 5.5(a) below is not met as of Closing.

5.6 Closing Contingencies. The Closing of the Property is expressly contingent upon satisfaction on or before the Closing Date of the following closing contingencies:

(a) Legal Challenges. There shall not be pending as of Closing any legal challenge to the Town's sale of the Property or any petition or referendum that would preclude the sale or Buyer's proposed use of the Property.

(b) Payment of Outstanding Obligations. Buyer shall have paid to the Town the sums due for prior water and sewer line installation and building plan review relating to the Property, in the total amount of Eighty One Thousand One Hundred Eighty Five Dollars and Twenty Five Cents (\$81,185.25), or Buyer shall have deposited such funds with the Title Company to be paid to Seller upon Closing. This condition is not waivable, nor shall this provision limit or waive any pre-existing obligation of any person for the payment of such sums in the absence of Closing.

If contingency (a) is not satisfied on the Closing Date, then this Agreement shall automatically terminate, 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. If contingency (b) is not met as of the Closing Date and failure to satisfy that contingency is the only matter precluding Closing, then this Agreement shall automatically terminate, whereupon Title Company shall promptly deliver the Deposit to Seller as partial payment of the sums due under condition (b), the delivery of which shall not satisfy or waive the obligation of any person for payment of the remainder thereof, and the parties shall have no further obligations under this Agreement except for those obligations that expressly survive any termination hereof.

ARTICLE 6 DEFAULT AND TERMINATION

6.1 Termination Due to Buyer's Default. In the event of Buyer's failure to close on the Closing Date hereunder when Buyer has a contractual obligation to do so, the damages to Seller would be extremely difficult and impractical to ascertain, and therefore, in the event of a default or breach by Buyer that is not cured within ten (10) days after written notice by Seller to Buyer notifying Buyer of such default, the amount of the Deposit is a reasonable estimate for the damages to Seller, including costs of cooperation in satisfying conditions to Closing, costs of seeking another buyer upon Buyer's default, opportunity costs in keeping the property out of the marketplace, and other costs incurred in connection with this agreement. Buyer and Seller agree that retention of the Deposit shall be the sole damages of Seller, and retention of the Deposit shall be the sole and exclusive remedy of Seller in the event of any default or breach by Buyer. The foregoing limitations shall not apply with respect to Buyer's indemnity obligations under this Agreement that survive termination, as to which Buyer shall have all remedies available at law or in equity.

6.2 Termination due to Seller's Default. If Seller fails to comply with any of its obligations hereunder, or in the event of failure of any contingency or condition that is the responsibility of Seller, Seller acknowledges and agrees that the subject of this Agreement is unique and irreplaceable and damages would be a wholly inadequate remedy for Buyer. Accordingly, in the event of a default or breach by Seller that is not cured within ten (10) days after written notice by Buyer to Seller notifying Seller of such default, Buyer, at Buyer's option, and as Buyer's sole and exclusive remedies on account thereof, shall be entitled to either:

(a) Terminate this Agreement, whereupon the Deposit shall be delivered to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or

(b) Seek specific performance of Seller's conveyance obligations hereunder.

(c) Buyer expressly waives any right to claim or be awarded damages of any nature as a result of any breach by Seller.

ARTICLE 7 RISK OF LOSS; AS-IS PROVISIONS

7.1 Risk of Loss. Seller shall promptly notify Buyer of any damage or casualty to the Property prior to the Closing Date or of any condemnation proceeding threatened or commenced prior to the Closing Date. In such event, the Closing Date shall be extended by the number of days necessary to give Buyer and Seller the opportunity to make the elections and give the notices provided for in this paragraph. As a result of any such damage, casualty or proceeding, the Buyer shall elect, in a writing delivered to Seller within twenty (20) days after Seller notifies Buyer of such casualty or condition, either to: (i) terminate this Agreement, in which event the all funds and documents deposited into Escrow by Buyer shall be returned to Buyer, and Buyer and Seller shall be relieved of all further obligations to each other under this Agreement except for any liabilities or obligations that by their terms survive termination of this Agreement; or (ii) continue the Agreement in effect, in which event there shall be no reduction in the Purchase Price and Buyer shall be entitled to any insurance proceeds, compensation, awards, or other payments or relief resulting from such casualty or condemnation. If Buyer elects to continue this Agreement in effect, then upon the Closing Date, Seller shall assign, transfer and set over to Buyer all of the right, title and interest of Seller in and to any insurance proceeds, compensation or awards that have been or that may thereafter be made for such damage, casualty or condemnation. If Buyer elects to continue this Agreement in effect prior to a final condemnation determination and award, Buyer shall have the option to extend the Closing Date until ten (10) days after such date as a final determination and award in condemnation shall have occurred. If Buyer elects to continue this Agreement in effect, neither Buyer nor Seller shall have the right to settle or compromise any award for such damage, casualty or condemnation except by mutual agreement of the parties.

7.2 AS-IS; WHERE-IS. 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 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.

7.3 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.

7.4 Property Information. Buyer agrees that any information relating to the condition, future development, or economic opportunity of the Property (“**Property Information**”) provided by Seller or Seller’s employees, officials, consultants, agents, representatives or any other person is provided for illustrative purposes only, and is not warranted by Seller as to

accuracy, completeness, reliability or in any other manner. Buyer hereby waives any claim or liability against Seller with respect to the contents of any and all Property Information. Seller is not and shall not be liable or bound in any manner by any oral or written statements, representations, set-ups, memoranda or other information pertaining to the Property furnished by any Town employee, official, consultant, agent, representative, or by any other person.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 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.

8.2 Time and Dates; Business Day. 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

8.3 Entire Agreement. This Agreement constitutes the entire understanding, contract, and agreement between the parties as to the subject matters herein set forth, and this Agreement supersedes all prior written or oral understandings, agreements, and commitments, formal or informal, relative thereto between all the parties hereto. No change, modification, alteration, or amendment to this Agreement shall be binding upon the parties except as specifically expressed in writing, referring to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

8.4 Inurement and Survival. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns, as the case may be. The parties hereto agree that, except for such of the terms, conditions, covenants and agreements hereof which are, by their very nature, fully and completely performed upon Closing, all of the terms, conditions, representations, warranties, covenants and agreements herein set forth and contained shall survive the Closing and shall continue to be binding upon the parties and their above-named successors.

8.5 Recordation. This Agreement shall not be recorded in the Records by either party. If Buyer records this Agreement in the Records or causes or permits it to be recorded in the Records, Seller may, at its option, elect to treat such act as a breach of this Agreement entitling Seller to terminate this Agreement, and if Seller terminates this Agreement as a result of such breach, then Title Company shall promptly deliver the Deposit to Seller, and the parties shall have no further obligations under this Agreement except for those obligations that expressly survive any termination hereof. Additionally, Seller may record a notice of such termination in the Records.

8.6 Assignment. 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.

8.7 Pronouns. The pronouns of any gender shall include the other gender, and either the singular or the plural shall include the other.

8.8 Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

8.9 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:

Corey Guildner
ACG, LLC
9539 East Huggins Court
Parker, CO 80134
Corey Guildner

Telephone: 303-944-2435
Email: corey@parkertaphouse.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 8.9.

8.10 Brokers' Fees. It is agreed and warranted by each party that no agent, person, or entity whatsoever is due any real estate commission for services performed in relation to this Agreement and Property described therein, except for Seller's broker, NavPoint Real Estate Group and Buyer's broker, Pinnacle Real Estate Advisors, whose commission shall be paid by Seller pursuant to a separate agreement.

8.11 Governing Law; Venue. This Agreement is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado, without giving regard to conflicts of laws principles. Should any legal action, suit, or proceeding be initiated by any party with regard to or arising out of this Agreement, such action shall be brought only in the Douglas County District Court, and each party hereby consents to the jurisdiction of such court as to all such actions.

8.12 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.

8.13 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.

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

8.15 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.

8.16 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.

8.17 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.

8.18 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.

8.19 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.

8.20 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.

8.21 Backup Offers and Contracts. While this Agreement is pending, Seller may accept backup offers and may enter into a backup purchase and sale agreement for the Property, provided that any backup purchase and sale agreement shall only become effective in the event this Agreement is terminated.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURE PAGE(S) FOLLOW(S).]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado ("Seller") and
the ACG, LLC ("Buyer").

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:

ACG, LLC

By: Corey Guildner

Name: Corey Guildner

Title: Cheif Operations Manager

Date November 4, 2019

ACG, LLC

By: Ashley Guildner

Name: Ashley Guildner

Title: Chief executive manager

Date November 4.2019

TITLE COMPANY ACKNOWLEDGES RECEIPT OF A FULLY EXECUTED COPY OF THE
AGREEMENT FOR PURCHASE AND SALE OF LAND BETWEEN THE TOWN OF
PARKER AND ACG, LLC WITH AN EFFECTIVE DATE OF _____, 20__;

AND TITLE COMPANY AGREES TO ACT AS ESCROW AGENT IN ACCORDANCE WITH THE TERMS OF SUCH AGREEMENT.

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title Group

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DEED RESTRICTION AND GRANTEE COVENANTS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is being conveyed to Grantee, its successors and assigns, subject to the restriction ("**Use Restriction**") that it is to be used solely for the following specific uses permitted by right in the Standards and Guidelines for properties in the Greater Downtown District-Historic Center Design District for the Town of Parker, Colorado: retail shopping establishments; specialty goods; grocery store; restaurant (with indoor and outdoor seating) with or without liquor lounge, bar, or microbrewery (the "**Retail Development**"). Accordingly, in the event the Closing occurs and either (i) the Retail Development is not open to the public on or ^{CG} before the date that is sixteen (16) months after conveyance of the Property to Grantee; or (ii) the Retail Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Grantor shall have the option, exercisable in Grantor's sole discretion, (the "**Repurchase Option**") to compel the owner(s) of the Property to sell the Property to Grantor at a purchase price equal to the Fair Market Value of the Property, as defined below. If Grantor provides written notice to the owner of the Property stating that Grantor is exercising Grantor's Repurchase Option, Grantor and the owner(s) of the Property shall have a binding contract for the sale by the owner to Grantor, and the purchase by Grantor from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Exhibit A-1** (the "**Purchase and Sale Terms**"). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Retail Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; and (b) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

Fair Market Value Determination. For a period not to exceed ten (10) days following delivery of notification from Grantor stating that Grantor is exercising Grantor's Repurchase Option, Grantor and the owner of the Property shall attempt in good faith to determine the Fair Market Value of the Property (the "**Negotiation Period**"). If the parties are unable to agree upon the Fair Market Value during the Negotiation Period, then within ten (10) days following the expiration of the Negotiation Period, each party shall each select a Qualified MAI Appraiser (defined below). On or before the thirtieth (30th) day after the selection of the last of the two appraisers, the two appraisers shall each simultaneously submit to the other, in a sealed envelope, its good faith estimate of the Fair Market Value. If the values determined by such appraisers are within ten percent (10%) of one another, using the lower value as the base amount, then the fair market value shall be the average of the two (2) appraisals. If the difference between the two (2) appraisals is more than ten percent (10%) of one another, using the lower value as the base

amount, then the two (2) appraisers shall, within ten (10) days after receipt of the second appraisal, choose a third (3rd) Qualified MAI Appraiser, who shall appraise the Fair Market Value of the Property within thirty (30) days of being appointed. The Fair Market Value shall conclusively be deemed to be the average of the two (2) appraised values out of the three (3) that are closest to one another in amount. Each party shall pay the costs associated with the appraiser selected by such party, and the parties shall share equally the costs associated with a third appraiser, if necessary. For purposes of this Section, the term “**Qualified MAI Appraiser**” shall mean a Colorado licensed MAI (or, if such organization does not exist in the future, the organization recognized by the professional real estate appraisal industry in Colorado as being its closest successor or equivalent) appraiser in good standing in the state of Colorado, with experience in commercial real estate activities, including at least ten (10) years’ experience as a commercial property appraiser, including experience appraising retail developments. The appraisers shall be instructed that “**Fair Market Value**” for this purpose shall mean the gross purchase price for the Property that a willing unrelated buyer would pay to a seller under no compulsion to sell, in an arms-length transaction, given the current state of construction, infrastructure, tenancy, market conditions, and these restrictions.

Maintenance Covenant. Grantee, its successors and assigns, shall maintain and repair, at its sole cost and expense, all landscape and improvements on the Property in a good and safe condition and in compliance with all applicable laws, rules and regulations and in a manner and custom in keeping with the Town of Parker’s maintenance and repair of similar improvements in the Historic Center of the Greater Downtown Zoning District. Maintenance shall include but is not limited to: removal and replacement of dead trees and other landscaping; façade cleaning, repair and maintenance; sidewalk repair, lawn maintenance and irrigation repair; and repair and maintenance of proper and adequate lighting. If Grantee fails to maintain and repair, or to commence and thereafter diligently pursue completion of the maintenance and repair of, any such items within ten (10) days after notice thereof from the Town, then in addition to any other remedy the Town may have, the Town may do so and charge Grantee the reasonable costs of such acts.

Covenants Running With the Land. The foregoing Use Restriction, Repurchase Option, and Maintenance Covenant shall be incorporated into or attached to the Deed and Recorded against the Property as a burden, negative covenant and equitable servitude on the Property running with the land for the benefit of Grantor for a period of thirty (30) years after the date of the Deed, at which time it shall automatically terminate. Grantor may enforce the Use Restriction, Repurchase Option and Maintenance Covenant through any remedy available at law or in equity.

EXHIBIT A-1

PURCHASE AND SALE TERMS

Any repurchase of the Property as set forth herein shall be on the following additional terms and conditions (with "**Buyer**" in this Exhibit A-1 meaning and referring to the Town and "**Seller**" in this Exhibit A-1 meaning and referring to the owner(s) of the Property at the time of purchase):

1. Utilities and similar charges and credits shall be prorated to the date of transfer of the Property, and Buyer and Seller shall execute settlement sheets providing for such prorations and credits and showing the net amount to be paid by Buyer to Seller to account for the payment of the purchase price and for such credits and prorations. Real estate taxes and any other charges for which the Town is exempt shall not be prorated and shall remain the responsibility of Seller.
2. Buyer shall pay the purchase price, subject to adjustments as contemplated in herein to Seller by wire transfer or other immediately available funds.
3. Seller shall pay all state, county, and municipal transfer taxes, documentary stamps or other similar taxes or charges due incident to a transfer of title and shall bear the cost of preparation of the required deed, and issuance of title insurance to Buyer as set forth below.
4. As a condition to Buyer's obligation to purchase the Property, Buyer and Seller shall cause a title company acceptable to Buyer to issue its unconditional written undertaking to insure Buyer's title to the Property in the condition required below.
5. Seller shall convey the Property to Buyer (or such other entity as Buyer shall designate to take title to the Premises) by Special Warranty Deed with covenants against grantor's acts, free and clear of all liens and encumbrances except those approved by Buyer, and Seller shall cause to be paid off and released all mortgage liens and monetary encumbrances.
6. Seller and Buyer shall each execute and deliver such additional documents and take such other actions as either shall reasonably request to close the transaction in the manner contemplated hereby and otherwise as would be typical for transactions of this type in the County and State in which the Property is located.

Signature: 
Corey Guldner (Nov 4, 2019)

Email: corey@parkertaphouse.com



Request for Town Council Action

Date: November 18, 2019

Submitted By: Chris Hudson, Public Works Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.272 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue

Department: Engineering, Chris Hudson
Second Reading: December 2, 2019

EXECUTIVE SUMMARY

This item is for an ordinance to approve a proposed intergovernmental agreement (IGA) between Douglas County and the Town of Parker establishing the reimbursement amount and maintenance responsibilities for the recently completed Chambers Road widening project (Lincoln Avenue to Mainstreet) adjacent to the Newlin Crossing development.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2016, Parker Town Council approved the Newlin Crossing annexation agreement which committed the property owner (98 W. Parker, LLLP) to numerous items such as trails and roadway improvements as part of future development. Paragraph 9.c of the annexation agreement requires the construction or the reimbursement (if constructed by another entity) of Chambers Road adjacent to the property as part of any development. The timing of the reimbursement is tied to planning areas as described on the Planned Development and annexation agreement for Newlin Crossing.

In the summer of 2018, Douglas County entered into a construction contract to widen Chambers Road between Lincoln Avenue and Mainstreet. These improvements were substantially completed in the fall of 2019 and a reimbursement amount was established by Douglas

County. In accordance with annexation agreement, if Chambers Road is constructed prior to development occurring, a reimbursement number must be established. As the Chambers Road widening was completed by Douglas County and the annexation agreement is with the Town, an intergovernmental agreement (IGA) is needed to establish the reimbursement amount and determine maintenance responsibilities. This IGA establishes the reimbursement cost of \$1,353,184.89 and also establishes when the reimbursement amount is adjusted annually by the Consumer Price Index (CPI). Upon receipt of the reimbursement cost from the developer to the Town, the Town will have sixty (60) days to pay Douglas County.

The IGA also addresses the long-term maintenance of the roadway improvements with the Town agreeing to maintain the section of the roadway that has been annexed by the Town.

An ordinance is needed to approve this IGA. The proposed IGA is scheduled for the Douglas County Board of County Commissioners review on December 10, 2019.

FINANCIAL IMPACT

None to the Town of Parker. The proposed IGA creates a conveyance mechanism to allow the Town to pay Douglas County funds that will be collected from the Newlin Crossing developer prior to the issuance of building permits. There are no new areas of roadway maintenance that are not currently maintained by the Town.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

1. Ordinance No. 9.272
2. Chambers Road Widening Reimbursement IGA Vicinity Map

RECOMMENDED MOTION

I move to approve Ordinance No. 9.272 on first reading and to schedule second reading for December 2, 2019, as part of the consent agenda.

ORDINANCE NO. 9.272, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Town of Parker and the Board of County Commissioners of the County of Douglas Regarding Cost Sharing for Chambers Road Between Mainstreet and Lincoln Avenue, 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 THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING COST SHARING FOR CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town desire to cooperate in the funding for the design, and construction of the Chambers Road improvements between Mainstreet and Lincoln Avenue, which is a critical component of the region's transportation infrastructure to benefit residents of the Town and the County, as described herein (the "Project");

WHEREAS, the Town desires to share in the cost for design and construction of the Project, as described herein;

WHEREAS the County has designed and constructed the Project, as described in this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding and construction of the Project.

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

1. Project Improvements. In September 2019, the County substantially completed construction of the Project as described in **Exhibit A**, which is attached hereto and incorporated by this reference; and the County has established the Project Completion Reimbursement Cost.

2. Allocation of Costs. The County has paid the entire cost of the design and construction of the Project, subject to the reimbursement of costs described herein. The Town agrees to collect and remit to the County that portion of the cost to design and construct the Project associated with the improvements adjacent to and from 98 W. Parker, LLC, or its successor in interest, including any increase in such amount based upon the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index ("CPI Adjustment") as provided in paragraph 9.c. of that certain annexation agreement between the Town and 98 W. Parker, LLC, dated June 20, 2016, and recorded at Reception No. 2016039997 of the Douglas County Clerk and Recorder's Office (the "Chambers Reimbursement Cost"). The Town shall then pay the County the Chambers Reimbursement Cost within sixty (60) days of receipt of funds from 98 W. Parker, LLC, or its successor in interest.

3. Maintenance of Roadways. The County shall own and maintain the section of Chambers Road located within the unincorporated portions of the County, and the Town shall own and maintain the section of Chambers Road located within the Town's incorporated boundaries.

4. Project Completion Reimbursement Cost. The Parties acknowledge and agree that the Project was substantially completed according to the bid and construction documents (plans and specifications) in September 2019 and as modified by County approved field revisions / change orders. The amount of the Project cost to be allocated to 98 W. Parker, LLC, or its successor in interest as provided by Paragraph 2 of this Agreement is **One Million Three Hundred Fifty-Three Thousand, One Hundred Eighty-Four Dollars and Eighty-Nine Cents (\$1,353,184.89)**, (which at this time does not include the "CPI Adjustment" as identified in Section 2 above). This amount was established by the County on September 25, 2019. On Bid Schedule B, the County tabulated separately the construction cost to be allocated to 98 W. Parker, LLC, which was calculated to be **26.2%** of the total construction cost. Further, the County used this percentage (26.2%) to estimate the pro rata share of the design costs, material testing costs and consultant construction management services costs to be allocated to 98 W. Parker, LLC.

5. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available.

6. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

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

Douglas County: Douglas County
 Attn: Director of Engineering Services
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, 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 County.

9. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

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

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

15. Entirety. This Agreement merges and supercedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Roger A. Partridge, Chair

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

Clerk to the Board

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

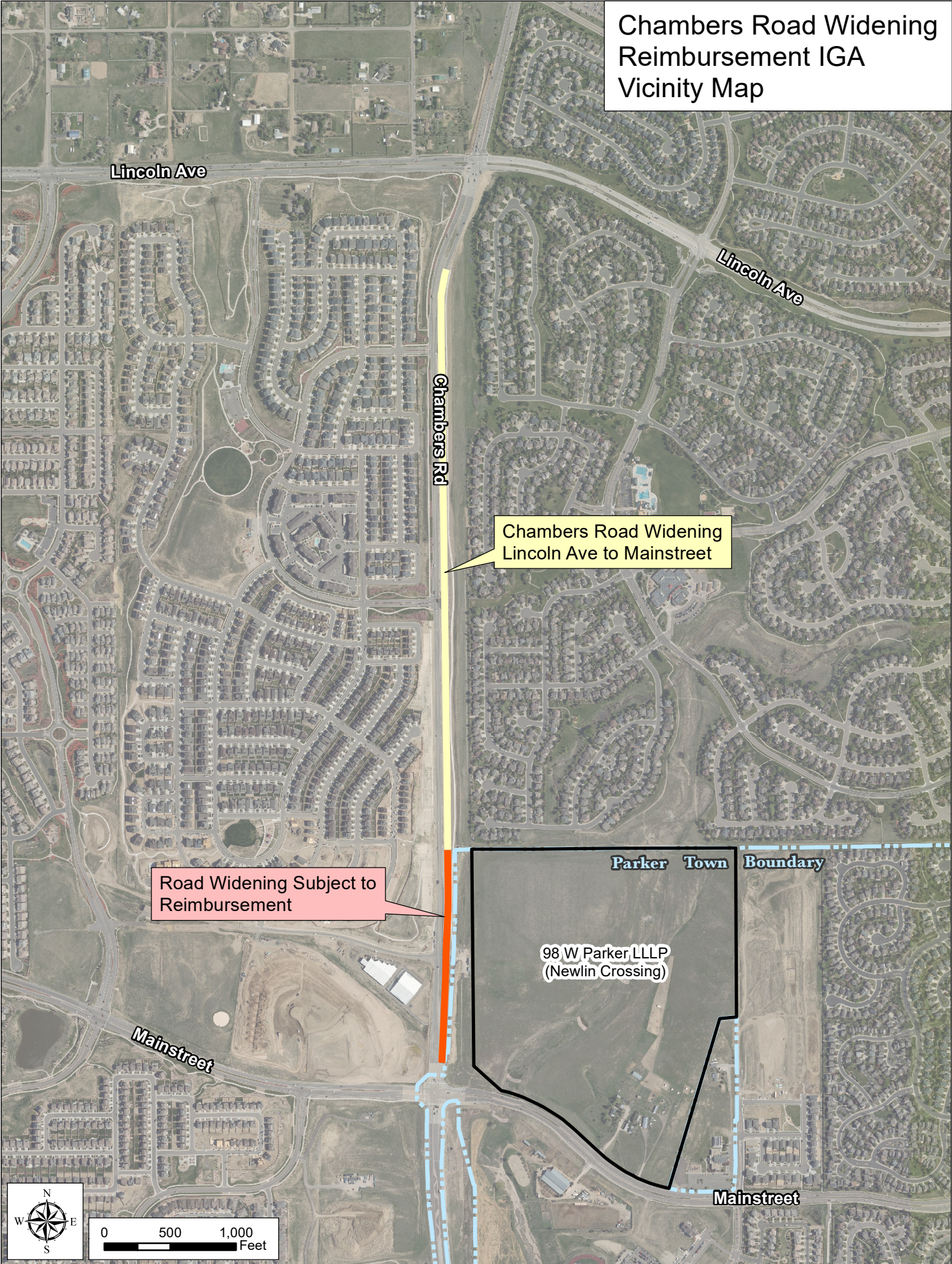
EXHIBIT A

Description of the Project

CHAMBERS ROAD INTERGOVERNMENTAL AGREEMENT (IGA) DESCRIPTION OF CHAMBERS ROAD IMPROVEMENT PROJECT

The limits of the Chambers Road Improvement Project (the “Project”) are from approximately the Lincoln Avenue / Chambers Road intersection on the north and the Mainstreet / Chambers Road intersection on the south. Chambers Road generally runs north-south between the previously listed intersections. The improvements consisted of widening existing Chambers Road between the Lincoln Avenue and Mainstreet intersections that are approximately 7,000 feet in length (which does not include the northbound to westbound left turn lane extension located north of Lincoln Avenue). The improvements included providing 3 thru lanes for southbound and 2 thru lanes for northbound, providing a raised median and turn lanes where warranted; and the Project was constructed in accordance with the Douglas County approved Bid and Construction Documents (plans and specifications). At the time of construction, the Project was primarily located within unincorporated Douglas County.

Chambers Road Widening
Reimbursement IGA
Vicinity Map



Lincoln Ave

Lincoln Ave

Chambers Rd

Chambers Road Widening
Lincoln Ave to Mainstreet

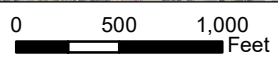
Road Widening Subject to
Reimbursement

Parker Town Boundary

98 W. Parker, LLLP
(Newlin Crossing)

Mainstreet

Mainstreet





Request for Town Council Action

Date: November 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.73.1 - First Reading**
A Bill for an Ordinance to Amend Section 8.11.060 of the
Parker Municipal Code Concerning Consumption of
Marijuana by a Minor

Department: Town Attorney, Kristin Schledorn
Second Reading: December 2, 2019

EXECUTIVE SUMMARY

This ordinance makes it unlawful for a person under the age of 21 to consume marijuana.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Currently, Section 8.11.060 of the Parker Municipal Code makes it unlawful for a person under the age of 21 to possess, attempt to possess, purchase or obtain marijuana; it does not address consumption. This ordinance makes it unlawful for a person under the age of 21 to consume marijuana.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.73.1

RECOMMENDED MOTION

I move to approve Ordinance No. 5.73.1 on first reading and to schedule second reading for

December 2, 2019, as part of the consent agenda.

ORDINANCE NO. 5.731, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 8.11.060 OF THE PARKER MUNICIPAL CODE CONCERNING CONSUMPTION OF MARIJUANA BY A MINOR

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

Section 1. Section 8.11.060 of the Parker Municipal Code is amended to read as follows:

8.11.060 Marijuana – procuring for or by a minor; consumption by a minor; sales to a minor

(a) It is unlawful for any person to purchase for consumption or possession by, to otherwise provide for consumption or possession by, or to sell to, any person under the age of twenty-one (21) years, marijuana as defined in Subsection 8.080.030(a) of this Title.

(b) It is unlawful for any person under the age of twenty-one (21) years to consume marijuana as defined in Subsection 8.080.030(a) of this Title.

(c) It is unlawful for any person under the age of twenty-one (21) years to possess, attempt to possess, purchase or obtain marijuana as defined in Subsection 8.080.030(a) of this Title, either directly or indirectly, or through an intermediary, by misrepresentation of age or by any other means.

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

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

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

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

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

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney



Request for Town Council Action

Date: November 18, 2019
Submitted By: Kristin Schledorn, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **BELFORD METROPOLITAN DISTRICTS**
Department: Attorney, Kristin Schledorn
Second Reading: December 2, 2019

EXECUTIVE SUMMARY

Ordinance Nos. 9.303 and 9.304 approve the Intergovernmental Agreement for Belford North Metropolitan District and the Amended and Restated Intergovernmental Agreement for Belford South Metropolitan District, respectively.

Resolution No. 19-102 approves the form of Intergovernmental Agreement regarding funding of Green Acres Tributary improvements design between Compark Business Campus Metropolitan District and Belford South Metropolitan District, in accordance with Section X of the Service Plan for Belford South Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Pursuant to Resolution No. 18-030, Town Council approved the First Amended and Restated Service Plan for Belford South Metropolitan District ("BSMD"). Pursuant to Resolution No. 18-031, Town Council approved the Service Plan for Belford North Metropolitan District ("BNMD" and collectively with BSMD, the "Districts"). The Districts are now requesting that the Town approve and execute the Amended and Restated Intergovernmental Agreement and the Intergovernmental Agreement (IGAs), which were attached to the First Amended and Restated Service Plan and Service Plan for the Districts.

The attached report, which was provided to the Town Council at the time of approval of the First Amended and Restated Service Plan and Service Plan, is reattached for the Town Council's reference. It summarizes key information regarding the First Amended and Restated Service Plan and Service Plan, and is applicable to both Districts, except where indicated otherwise in the report.

Pursuant to Section X of BSMD's First Amended and Restated Service Plan, the Town must

approve any proposed intergovernmental agreement prior to execution by BSMD. BSMD is requesting approval of the form of proposed intergovernmental agreement between BSMD and Compark Business Campus Metropolitan District ("Compark BCMD"). As detailed in the proposed intergovernmental agreement, its purpose is to set forth an agreement between the two districts whereby BSMD will reimburse Compark BCMD for funds advanced by Compark BCMD to the Town to fund the design of the Green Acres Tributary channel improvements. BSMD anticipates issuing bonds before the end of 2019 or in early 2020, and would reimburse Compark BCMD from the bond proceeds.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Belford MD Report
2. Belford Vicinity Map

RECOMMENDED MOTION

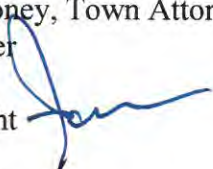
I move to approve Ordinance No. 9.303 on first reading and to schedule second reading for December 2, 2019, as part of the consent agenda.

I move to approve Ordinance No. 9.304 on first reading and to schedule second reading for December 2, 2019, as part of the consent agenda.

I move to approve Resolution No. 19-102.

MEMORANDUM

TO: James S. Maloney, Town Attorney
Town of Parker

FROM: Samuel J. Light 

DATE: March 7, 2018

SUBJECT: Proposed Service Plans for Belford Metropolitan Districts

The following sets forth our report on: (1) the proposed Service Plan for Belford North Metropolitan District, and (2) the proposed First Amended and Restated Service Plan for Belford South Metropolitan District (collectively, the "Service Plans"). The Service Plans are set for a public hearing before the Town Council on March 19, 2018. Accompanying this memo are copies of the Service Plans and proposed Town Council resolutions of approval, and a support letter from the Districts' counsel.

As background, on March 21, 2016, the Town Council, by Resolution No. 16-022, approved the original service plan for Belford South Metropolitan District ("BSMD"), which was subsequently organized and is an existing special district. BSMD contains the residential portions of the Belford Project south of Belford Avenue. The proposed Belford North Metropolitan District ("BNMD") contains the commercial portions of the Project north of Belford Avenue. The Service Plans propose that BSMD and BNMD (collectively, "the Districts") will cooperatively complete Public Improvements for the Project.

With this application, BSMD proposes to amend and restate its service plan so that the Service Plans for the Districts are essentially the same, but with BSMD serving as the residential district and BNMD serving as the commercial district. The Service Plans contain a singular Capital Plan and Financial Plan, showing shared costs and financing by the Districts. The following report summarizes key information regarding the Service Plans. The following is applicable to both Districts, except where indicated otherwise.

Belford Metropolitan Districts

Developer: 470 Compark LLC, its successors and assigns.

Attorney: McGeady Becher, P.C.

Finance:	George K. Baum & Company.
Accounting:	Not indicated in Service Plan.
Engineer:	Manhard Consulting, Ltd.
Bond Counsel:	Not indicated in Service Plan.
Location:	Generally located approximately one-eight mile west of southwest corner of the intersection of E-470 Highway and South Chambers Road, north and south of Belford Avenue.
Area/Land Use:	BSMD - 86.4/Residential; BNMD - 65.48 acres/Commercial.
Projected Population:	Residential: 1,312 persons based on 2.5 persons per household; Non-residential: the non-residential density of the District at build-out is estimated to be approximately 500,000 to 750,000 square feet.
Build Out Schedule:	Residential build out projected to be completed by end of 2020; commercial build out projected to be completed by end of 2030, per Financial Plan.
Powers:	Per Service Plans (streets, water, sanitary sewer, storm sewer, park and recreation). The Districts are not authorized to provide ongoing operations or maintenance services except as follows: Under the Town IGA (Exhibit H to the Service Plan), the Districts will be authorized to own, operate and maintain, and contract with an HOA for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. These storm drainage improvements, as specifically designated during platting, will be operated and maintained by the HOA or District. The District is further authorized to impose operations and maintenance (o & m) mill levy of not more than ten mills for this purpose. Revenues from the drainage o & m levy may only be used for District operations and maintenance of these storm drainage improvements.
Improvement Costs:	\$26,847,821 total estimated improvements costs as listed in Exhibit E of the Service Plan, of which amount \$17,663,662 is anticipated for Street Improvement Costs and \$4,284,113 is anticipated for Storm Drainage Improvement Costs. Costs are further detailed in Exhibit E.
Debt Limit:	\$31,000,000 (total aggregate for both Districts); 12% maximum interest rate and 4% maximum underwriting discount per Service Plan. Also per

Service Plan, privately placed bonds must be accompanied by certification that interest rate reflects market rates and debt structure is reasonable.

Mill Levies:

- a. Residential mill levy of 35 mills (BSMD) and Commercial mill levy of 50 mills (BNMD), both subject to “Gallagher Adjustment,” resulting in current residential levy of 47.347 mills.
- b. In addition, as noted above, the Town-District IGA authorizes an additional levy not to exceed 10 mills for maintenance and operation of specified Storm Drainage Improvements.
- c. For bonds issued that are over 50% of the assessed value of the District, the levy is limited to the applicable cap (as “Gallagherized”) less the number of mills necessary to pay District administrative operating expenses, and less the number of mills necessary to pay unlimited mill levy debt, as described above, for bonds issued less than or equal to 50% of the assessed value of the District.
- d. For bonds issued that are less than or equal to 50% of the assessed value of the District, the levy can be unlimited.

Fees:

The Service Plans propose a District Development Fee of \$25,000 for single-family detached or attached units and \$20,000 for multi-family units. For uses other than a single-family or multi-family residential structure, the Service Plans proposes a District Development Fee of \$25,000 per SFE of water and/or wastewater demand. (See comment 1 below for further discussion.)

Dissolution:

Per Service Plans, dissolution is to be initiated upon an independent determination of the Town Council that the purposes of the District have been accomplished; no dissolution can occur until debts are paid or payment is provided for under applicable law.

Comments:

1. The proposed Service Plans generally conform to the Town’s Model Service Plan, with a primary exception of the request for authority to assess and collect a Development Fee of \$25,000/\$20,000 rather than in the amounts of \$2,500/\$1,500 as stated in the Model Service Plan. In approving the BSMD Service Plan in 2016, Town Council approved this fee authority for the residential district. The current proposal extends similar authority for BNMD as the commercial district, with the fee being \$25,000/SFE fee (rather than per square foot). Accompanying this memo is an updated letter from the Districts’ counsel discussing the basis for these Development Fees and related issues. In addition, the Service Plans authorize the Districts to collect Development Fees from the Chambers Highpoint Property to pay or finance the costs

of Public Improvements, including extensions of water and wastewater infrastructure necessary to obtain service from Stonegate Village Metropolitan District.

2. As a further revision from the Model Service Plan, the Capital Plans and Service Plans recognize that the Districts may finance a portion of off-site Belford Avenue improvements connecting to South Chambers Road (denoted as Segment C-2). This segment may be financed pursuant to landowner reimbursement agreements; thus a new Section V.A.15 is added stating that if the Districts utilize landowner reimbursement agreements, revenues under those agreements shall be used to pay the costs of the improvement and pay debt.

3. The mill levy provisions are per the Town's Model Service Plan, including the provisions allows for imposition of an o & m levy for operation and maintenance of specified Storm Drainage Improvements. The Town's policies allow an additional o & m levy not to exceed ten mills for a district that has more than 400 residential units and has been determined by the Town to be responsible for ownership, operation and/or maintenance of a regional improvement. Staff anticipates that the Districts will be responsible for operation and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements. Therefore, the Town-District IGA authorizes this additional levy for that limited o & m purpose.

4. Except as noted in 3, above, the District is not authorized to provide any ongoing operations or maintenance unless authorized by further agreement with the Town.

5. Any inclusion of additional territory requires the prior written consent of the Town Council.

6. The Total Debt Issuance Limitation (Section V.A.9) of \$31,000,000 is a total aggregate principal amount for the Districts, collectively.

7. The Financial Plan (Exhibit F) provided by George K. Baum anticipates issuance of bonds in 2018 and 2020, with either District being the issuer. Each District is authorized to issue Debt supported with a mill levy pledge of the other District's property taxes, subject at all to the mill levy and other limits in the Service Plans.

ORDINANCE NO. 9.303, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE BELFORD NORTH METROPOLITAN DISTRICT

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

Section 1. The Town Council of the Town of Parker hereby approves an Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford North Metropolitan District, 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

TOWN OF PARKER INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND THE BELFORD NORTH METROPOLITAN DISTRICT

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, 20__, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the "**Town**"), and the **BELFORD NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"). The Town and the District are individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

WITNESSETH:

WHEREAS, C.R.S. Section 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District's Service Plan approved by the Town on March 19, 2018 (the "**Service Plan**"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, it is the Town's policy that special districts located within residential and commercial projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Arapahoe County Water and Wastewater Authority, and 470 Compark LLC ("**Developer**") entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the "**Annexation Agreement**"), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property within and without the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District's boundaries, including but not limited to required completion of transportation improvements to roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement

("Agreement") to address certain matters related to the organization, powers and authorities of the District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.

2. Regional Improvements Funding. [INTENTIONALLY OMITTED]

3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]

4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]

5. Operations and Maintenance.

A. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plats and subdivision agreements for the property located within the District's boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners' association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the "**Storm Drainage Improvements**" on Exhibit E to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners' association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town Council has first approved and executed an amendment to this Agreement to authorize the District's operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District may fund through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage

Improvements a mill levy of not more than ten (10) mills (the “**Drainage O & M Mill Levy**”). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District’s mill levies shall never exceed the Maximum Debt Mill Levy (subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District’s authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an ad valorem property tax mill levy (“**Debt**”), the District shall obtain the certification of an External Financial Advisor substantially as follows:

(“**Company**”) is an External Financial Advisor within the meaning of the District’s Service Plan.

Company certifies that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by Company and based upon Company’s analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption

provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District and Belford South Metropolitan District, collectively, shall not issue Debt in excess of \$31,000,000 in total aggregate principal amount.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

14. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

16. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including

without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

17. Annual Report. The District shall submit an annual report ("**Annual Report**") to the Town not later than September 1 of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

18. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Belford North Metropolitan District
 c/o Spencer Fane LLP
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203
 Attn: Tom George
 Phone: (303) 839-3800
 Fax: (303) 839-3838

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Town Attorney
 cc: Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

19. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

b. Nonassignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other Party hereto at that time, and the terms of

this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____,
_____, Mayor

ATTEST:

_____, Town Clerk

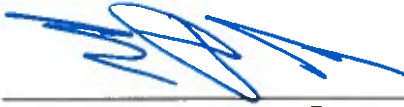
APPROVED AS TO FORM:

_____, Town Attorney

**BELFORD NORTH METROPOLITAN
DISTRICT**, a quasi-municipal corporation
and political subdivision of the State of
Colorado

By: Michael Vickers
_____, President

ATTEST:


_____, Secretary

ORDINANCE NO. 9.304, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO, AND THE BELFORD SOUTH METROPOLITAN DISTRICT

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

Section 1. The Town Council of the Town of Parker hereby approves an Amended and Restated Intergovernmental Agreement between the Town of Parker, Colorado, and the Belford South Metropolitan District, 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

TOWN OF PARKER AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER, COLORADO AND THE BELFORD SOUTH METROPOLITAN DISTRICT

THIS **AGREEMENT** is made and entered into as of this ____ day of _____, 20____, by and between the **TOWN OF PARKER**, a home rule municipal corporation of the State of Colorado (the “**Town**”), and the **BELFORD SOUTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The Town and the District are individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, C.R.S. Section 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Original Service Plan and, as required therein, entered into that certain Intergovernmental Agreement with the Town, dated as of September 6, 2016 (the “**Original IGA**”); and

WHEREAS, the Original Service Plan has been fully amended and restated by that certain First Amended and Restated Service Plan approved by the Town on March 19, 2018 (the “**Service Plan**”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District, as required by Chapter 10.11 of the Town Code; and

WHEREAS, it is the Town’s policy that special districts located within residential and commercial projects shall share in regional public improvements, and the model intergovernmental agreement required by Chapter 10.11 of the Town Code includes provisions for special districts to provide regional improvement funds; and

WHEREAS, the Town, the Arapahoe County Water and Wastewater Authority, and 470 Compark LLC (“**Developer**”) entered into that certain Compark Village South Annexation Agreement dated January 5, 2015 (the “**Annexation Agreement**”), which Annexation Agreement requires the Developer, its successors or assigns, to construct and/or fund certain regional improvements in connection with development of the property within and without the boundaries of the District; and

WHEREAS, given the requirements set forth in the Annexation Agreement and Subdivision Agreement applicable to development of the property located within the District’s boundaries, including but not limited to required completion of transportation improvements to

roads within and in the vicinity of the District, the Town finds that a regional improvement fund contribution is not required in connection with approval of the District's initial Service Plan; and

WHEREAS, the Parties have determined that any capitalized term not specifically defined in this Agreement shall have that meaning as set forth in the Service Plan; and

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement ("**Agreement**") to address certain matters related to the organization, powers and authorities of the District and that this Agreement shall modify, replace, restate and supersede the Original IGA in its entirety.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. Regional Improvements Funding. [INTENTIONALLY OMITTED]
3. Use of Regional Improvements Funds. [INTENTIONALLY OMITTED]
4. Deposit of Regional Improvements Funds. [INTENTIONALLY OMITTED]
5. Operations and Maintenance.

A. The District shall dedicate the Public Improvements (as defined in the Service Plan) to the Town or other appropriate jurisdiction or owners association in a manner consistent with the final approved plats and subdivision agreements for the property located within the District's boundaries, other rules and regulations of the Town, and applicable provisions of the Town Code. The District shall not be authorized to own, operate and maintain any part or all of the Public Improvements, except as specifically provided for in the following Subsection 5.B. of this Agreement or separate agreement with the Town.

B. The District is authorized to own, operate and maintain, and contract with a homeowners' association for the operations and maintenance of the Green Acres Tributary Channel/Detention Pond Improvements and the Happy Canyon Creek Tributary Channel Improvements, which improvements are collectively described as the "**Storm Drainage Improvements**" on Exhibit E to the Service Plan. The Storm Drainage Improvements to be owned, operated and maintained by the District, or to be operated and maintained by the District pursuant to a contract with a homeowners' association, shall be as specifically and finally determined by the Town consistent with the applicable subdivision plat and subdivision agreement. The District shall not operate or maintain any other improvements unless the Town Council has first approved and executed an amendment to this Agreement to authorize the District's operation and maintenance of specific additional improvements.

C. The District may enter into an agreement with an owners association for the maintenance of District-funded Storm Drainage Improvements. The District will own such Storm Drainage Improvements for so long as required for any tax-exempt bonds that provided the funding for the improvement remain outstanding. Maintenance responsibilities shall be consistent with the maintenance entity designated in the applicable subdivision plat and subdivision agreement.

D. The District may fund through an operation and maintenance mill levy the costs of operation and maintenance of the Storm Drainage Improvements. Therefore, the District is authorized to impose for the purpose of operation and maintenance of the Storm Drainage Improvements a mill levy of not more than ten (10) mills (the “**Drainage O & M Mill Levy**”). For any period that the District imposes any portion of the Drainage O & M Mill Levy authorized under this Subsection 5.D., the District shall operate and maintain the Storm Drainage Improvements for which such mill levy was imposed, and the revenues from such Drainage O & M Mill Levy may only be used for such operations and maintenance of Storm Drainage Improvements. The Drainage O & M Mill Levy shall not be subject to Gallagher Adjustment. Further, the District’s mill levies shall never exceed the Maximum Debt Mill Levy (currently 47.347 mills, subject to Gallagher Adjustment) plus the Drainage O & M Mill Levy (maximum 10 mills, not subject to Gallagher Adjustment).

6. Fire Protection. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless specifically provided for in this Agreement or separate agreement with the Town. This provision shall not limit the District’s authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system.

7. Television Relay and Translation; Mosquito Control and Other Limitations. Unless specifically provided for in this Agreement or separate agreement with the Town, the District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, maintain or provide: (a) any television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project; (b) any mosquito control facilities and services; (c) any solid waste disposal, collection and transportation facilities and services; and (d) any security, covenant enforcement and design review services.

8. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of federal and state governmental entities having proper jurisdiction. The District will obtain the Town’s approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

9. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed bonds or other obligations, the payment of which the District has promised to impose an ad valorem property tax mill levy (“**Debt**”), the District shall obtain the certification of an External Financial Advisor substantially as follows:

("Company") is an External Financial Advisor within the meaning of the District's Service Plan.

Company certifies that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by the District for the [insert the designation of the Debt] does not exceed a market [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by Company and based upon Company's analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

10. Inclusion and Exclusion. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the Town Council. The District shall not exclude any property from the District if such exclusion will result, or is reasonably anticipated to result, in detriment to the remaining residents and taxpayers within the District, or to the District's bondholders.

11. Total Debt Issuance. The District and Belford South Metropolitan District, collectively, shall not issue Debt in excess of \$31,000,000 in total aggregate principal amount.

12. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the Town is eligible to apply for, except as may be specifically provided for herein. This Section shall not apply to specific ownership taxes which shall be distributed to and constitute a revenue source for the District without any limitation.

13. Development Fees. The District is authorized to assess and collect a Development Fee in the maximum amounts described in Section VI.E of the Service Plan for the purpose of planning, design, acquisition, construction, installation, relocation, redevelopment and financing of certain regional water, regional wastewater, regional drainage, and Belford Avenue regional roadway improvements necessary to serve the Project and to provide water and wastewater service and Belford Avenue access to neighboring properties, which improvements are as set forth in the Capital Plan. The District shall not impose or assess any other fees, rates, tolls, penalties, or charges, or use Development Fee revenues for purposes other than costs of Public Improvements set forth in the approved Capital Plan, without first obtaining Town approval of an amendment to its Service Plan, which amendment shall be deemed to be a material modification of the Service Plan.

14. Consolidation; Dissolution. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town. The District agrees that it shall take all action necessary to dissolve the District in accordance with the provisions of the Service Plan and applicable state statutes.

15. Service Plan Amendment Requirement. Any action of the District which violates the limitations set forth in Sections V.A.1-15 or VI.B-H of the Service Plan, or which constitutes a material modification under Parker Municipal Code section 10.11.060, shall be deemed to be a material modification to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin any such action(s) of the District. The Town may also seek damages for breach of this Agreement arising from violations by the District of any provision of the Service Plan.

16. Applicable Laws. The District acknowledges that the property within its boundaries shall be subject to all ordinances, rules and regulations of the Town, including without limitation, ordinances, rules and regulations relating to zoning, subdividing, building and land use, and to all related Town land use policies, master plans and related plans.

17. Annual Report. The District shall submit an annual report (“**Annual Report**”) to the Town not later than September 1 of each calendar year following the year in which the Order and Decree creating the District has been issued by the District Court for and in Douglas County, Colorado, pursuant to Parker Municipal Code section 10.11.040 and containing the information set forth in Section VII of the Service Plan.

18. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law, including the Annual Report, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Belford South Metropolitan District
 c/o Spencer Fane LLP
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203
 Attn: Tom George
 Phone: (303) 839-3800
 Fax: (303) 839-3838

To the Town: Town of Parker
 20120 E. Mainstreet
 Parker, CO 80138-7334
 Attn: Town Attorney
 cc: Finance Director
 Phone: (303) 841-0353
 Fax: (303) 840-9792

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice

thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

19. Miscellaneous.

a. Effective Date. This Agreement shall be in full force and effect and be legally binding upon final approval of the governing bodies of the Parties. No Debt shall be issued by the District until after the effective date of this Agreement.

b. Nonassignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other Party hereto at that time, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each Party hereto.

c. Amendments. This Agreement may be amended from time to time by written amendment, duly authorized and signed by representatives of the Parties hereto.

d. Severability. If any section, subsection, paragraph, clause, phrase, or other provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause, phrase, or other provision shall not affect any of the remaining provisions of this Agreement.

e. Execution of Documents. This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each Party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

f. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

g. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

h. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

i. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

j. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

k. No Third Party Beneficiaries. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

l. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties hereto relating to the subject matter hereof and this Agreement, together with the Service Plan and Annexation Agreement provisions that serve to supplement or complement this Agreement, constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Town and the District as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____,
_____, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO FORM:

_____, Town Attorney

BELFORD SOUTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: Michael Vickers
Michael Vickers, President

ATTEST:

[Signature]

RESOLUTION NO. 19-102, Series of 2019

TITLE: A RESOLUTION APPROVING THE FORM OF INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF GREEN ACRES TRIBUTARY IMPROVEMENTS DESIGN BETWEEN COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT AND BELFORD SOUTH METROPOLITAN DISTRICT

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 18-030 adopted on March 19, 2018, the Town Council of the Town of Parker (the "Town Council") approved the First Amended and Restated Service Plan (the "Service Plan") for Belford South Metropolitan District (the "District").

B. Pursuant to Section X of the Service Plan, all intergovernmental agreements proposed regarding the subject matter of the Service Plan shall be subject to review and approval by the Town prior to execution thereof by the District.

C. The District has submitted to the Town a proposed Intergovernmental Agreement Regarding Funding of Green Acres Tributary Improvements Design (the "Intergovernmental Agreement"), which is attached hereto as **Exhibit 1** and incorporated herein by this reference.

D. Pursuant to state statute, the Town of Parker Municipal Code and the Service Plan, the Town Council has authority to review the proposed Intergovernmental Agreement.

E. The Town Council has reviewed the proposed Intergovernmental Agreement and, based upon the representations of the District set forth in the proposed Intergovernmental Agreement, the Town Council has determined to adopt this resolution approving the execution by the District of the form of the proposed Intergovernmental Agreement.

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

Section 1. The foregoing recitals are incorporated in and made a part of this Resolution.

Section 2. Based upon the representations of the District, including the representations set forth in the proposed Intergovernmental Agreement, the Town Council of the Town of Parker hereby authorizes the District to execute the Intergovernmental Agreement in substantially the form accompanying this Resolution, subject to Section 3 hereof.

Section 3. Town approval herein of the form of the Intergovernmental Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of the Service Plan or any intergovernmental agreement between the Town and the District. Further, Town approval herein of the form of the Intergovernmental Agreement does not in any manner amend, effect, alter, change or constitute any waiver or release of any terms, conditions, provisions, or requirements of any development

plans, annexation agreement, subdivision agreement, and other agreement with the Town governing development and the completion of Public Improvements within the District, all of which plans and agreements, including without limitation the Approved Development Plan (as defined in the Service Plan), which remain in full force and effect in accordance with their terms. Town approval herein of the form of the Intergovernmental Agreement shall not be construed as a waiver of any of the Town's rights or remedies under the Service Plan, any intergovernmental agreement between the Town and any of the District, or any plans and agreements, nor shall the Town approval herein be construed as an approval or endorsement of the terms of the Intergovernmental Agreement.

RESOLVED AND PASSED effective as of the ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF GREEN ACRES TRIBUTARY IMPROVEMENTS DESIGN

This INTERGOVERNMENTAL AGREEMENT REGARDING FUNDING OF GREEN ACRES TRIBUTARY IMPROVEMENTS DESIGN (the “Agreement”) is made and entered into effective as of the ____ day of _____, 2019 (the “Effective Date”), by and between the COMPARK BUSINESS CAMPUS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Compark”), and the BELFORD SOUTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (“Belford South”) (Compark and Belford South are hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties are Title 32 special districts organized for the purposes of providing public improvements and services and are legally empowered under their respective organizational documents and the laws of the State of Colorado, including but not limited to C.R.S. § 29-1-203, to enter into this Agreement;

WHEREAS, 470 Compark LLC (the “Company”) is the owner of approximately 150 acres of property located within the boundaries of Belford South, which property contains a portion of a watercourse common known as “Green Acres Tributary;”

WHEREAS, in order for the Company and others to fully develop the property within Belford South it is necessary to design, permit and construct certain public improvements to Green Acres Tributary, including, but not limited to, widening the existing floodplain, installing grade control structures, bioengineering bankfull channel stabilization with void-filled rip-rap, erosion control measures, including blankets, and revegetation of all disturbances caused by construction of improvements to Green Acres Tributary (the “Green Acres Tributary Improvements”);

WHEREAS, it is anticipated that the Urban Drainage and Flood Control District (“Urban Drainage”), in cooperation with the Town of Parker (the “Town”), will design, permit, and construct the Green Acres Tributary Improvements concurrently with the development of the property within Belford South;

WHEREAS, the Company and the Town entered into that certain Agreement Regarding Design and Permitting for Green Acres Tributary Improvements (the “Green Acres Tributary Improvements Agreement”), pursuant to which agreement the Town requires, among other things, the payment of \$478,747 in order to fund engineering and design work necessary for the Town and Urban Drainage to complete the final design of the Green Acres Tributary Improvements as further set forth in the Green Acres Tributary Improvements Agreement (the “Green Acres Tributary Payment”);

WHEREAS, the Green Acres Tributary is located within the boundaries of both Belford South and Compark and receives stormwater flows from property located within both districts;

WHEREAS, the design, permitting, and construction of the Green Acres Tributary Improvements as contemplated in the Green Acres Tributary Improvements Agreement will enhance Green Acres Tributary and its ability to receive and manage stormwater flows from property within Belford South as well as property within Compark downchannel of Belford South's boundaries, to the benefit of the constituents and taxpayers of both Compark and Belford South as well as the general public;

WHEREAS, the Parties mutually desire to facilitate the timely design, permitting, and construction of the Green Acres Tributary Improvements;

WHEREAS, Belford South desires to fund the Green Acres Tributary Payment but does not currently have adequate funds to do so;

WHEREAS, Compark is willing to fund the Green Acres Tributary Payment on the condition that Belford South reimburses Compark pursuant to the terms and conditions further set forth herein; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth their mutual understanding and agreement regarding their cooperative funding and reimbursement of the Green Acres Tributary Payment.

AGREEMENT

NOW THEREFORE, as full consideration for and in furtherance of the goals, intents and purposes of this Agreement, and in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

2. Green Acres Tributary Payment Funding. Compark shall pay to the Town the amount of Four Hundred Seventy-Eight Thousand Seven Hundred and Forty-Seven Dollars (\$478,747.00) to fund the Green Acres Tributary Payment as set forth in the Green Acres Tributary Improvements Agreement.

3. Reimbursement of Green Acres Tributary Payment Funding. Belford South shall reimburse Compark the amount of Four Hundred Seventy-Eight Thousand Seven Hundred and Forty-Seven Dollars (\$478,747.00) to reimburse Compark for its funding of the Green Acres Tributary Payment, which reimbursement amount the Parties agree will not accrue interest.

4. Reimbursement Obligation. Belford South shall, in good faith and in the discretion of the Board of Directors of Belford South, reimburse Compark the amounts owed hereunder as soon as Belford South has sufficient funds to do so; provided, the Parties expressly

understand and agree that Belford South's obligation to reimburse Compark as set forth herein is subject to annual appropriation by the Board of Directors of Belford South, does not establish a debt or other multi-fiscal year obligation of Belford South, and may be made from any legally available funds of Belford South. Further, the Parties agree no specific tax or other funding source is pledged by Belford South to make the reimbursement set forth herein.

5. Term. This Agreement shall be effective as of the Effective Date set forth above and shall terminate upon Belford South's reimbursement to Compark of all amounts owed hereunder.

6. No Assignment. Neither Party shall have the right or power to assign this Agreement or any part hereof without the express written consent of the other Party. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void.

7. Amendment. This Agreement may be amended only upon the express written consent of the Parties.

8. Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Douglas Colorado, Colorado.

9. No Third Party Beneficiaries. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of the Parties. No provision in this Agreement is intended to or shall create any rights with respect to the subject matter of this Agreement in any third party or the public.

10. Entire Agreement. Except for the Green Acres Tributary Improvements Agreement as described herein, this Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes any and all prior verbal or written agreements.

11. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

12. Governmental Immunity. The Parties and their respective elected officials, directors, officials, officers, agents, and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate, by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as the same may be amended from time to time.

13. No Liability. No elected official, director, officer, agent or employee of the Parties shall be charged personally or held contractually liable under any term or provision of

this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

15. Headings. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not limit or otherwise affect the meaning hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement Regarding Funding of Green Acres Tributary Improvements Design effective as of the Effective Date.

**COMPARK BUSINESS CAMPUS
METROPOLITAN DISTRICT**

ATTEST:

Secretary

President

**BELFORD SOUTH METROPOLITAN
DISTRICT**

ATTEST:

Secretary

President



Request for Town Council Action

Date: November 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-098**
A Resolution Regarding the Consolidated Service Plan for
Reata Ridge Village Metropolitan District Nos. 1 and 2

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution acknowledges receipt of the Notice of Intent and finds that the Capital Pledge Agreement (which was approved by Town Council on November 4, 2019) does not count against the Total Debt Issuance Limitation for the Reata Ridge Village Metropolitan District Nos. 1 and 2.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The service plans for Reata Ridge Village Metropolitan District No. 1 (“District 1”) and Reata Ridge Village Metropolitan District No. 2 (“District 2” and together with District 1, the “Districts”) were approved by the Town of Parker in April 2016.

The Districts are now at a point where they are ready to issue bonds. At the November 4, 2019 Council meeting, the Town Council approved the form of Capital Pledge Agreement (the “Pledge Agreement”), which provided that District 2 would be issuing bonds, and District 1 would pledge its tax revenues to District 2 for the repayment of those bonds. The proceeds of the bonds will be used to finance public infrastructure that will benefit both Districts.

The District has provided a Notice of Intent to the Town, pursuant to C.R.S. § 32-1-207(3)(b), a copy of which Notice is attached to the resolution. The Districts have taken the position that the Service Plan did not intend that the Pledge Agreement should count against the Total Debt Issuance Limitation. Additionally, the Service Plan anticipated that District No. 1 would issue the debt, supported by a pledge of District No. 2 property taxes. As set forth above, District No.

2 is issuing the debt, and District No. 1 has pledged certain ad valorem property and specific ownership taxes to repayment of that debt.

After conferring with counsel for the District, Town staff agrees that the Pledge Agreement was not intended to count against the \$6,600,000 Total Debt Issuance Limitation contained in the Service Plan and recommends the Town not initiate any action to enjoin the Districts' actions. Therefore, Town staff recommends that Town Council approve Resolution No. 19-098.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Reata Ridge Village MDs 1 and 2 Vicinity Map
2. Resolution No. 19-098

RECOMMENDED MOTION

I move to approve Resolution No. 19-098.

Reata Ridge Village
Metro Districts 1 & 2
Vicinity Map



Reata Ridge Village
Metro District 2

Reata Ridge Village
Metro District 1

Parker Town Boundary

Hess Rd

Stroh Ranch

Robinson Ranch

Stroh Rd

Stroh Rd

Parker Rd

- Reata Ridge Village MD 1
- Reata Ridge Village MD 2
- Parker Town Boundary



0 500 1,000 Feet

RESOLUTION NO. 19-098, Series of 2019

TITLE: A RESOLUTION REGARDING THE CONSOLIDATED SERVICE PLAN FOR REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1 AND 2

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 16-023, the Town Council of the Town of Parker, on April 4, 2016, approved a Consolidated Service Plan (“Service Plan”) for the organization of Reata Ridge Village Metropolitan District No.1 (“District No. 1”) and Reata Ridge Village Metropolitan District No. 2 (“District No. 2” and collectively with District No. 1, the “Districts”).

B. Section V.C of the Service Plan states in part that it is anticipated the Districts, collectively, will undertake the financing and construction of the Public Improvements (as defined in the Service Plan), with District No. 1 being a Residential District and District No. 2 being a Commercial District (each as defined in the Service Plan).

C. Pursuant to a letter and a Notice of Intent to Undertake Certain Actions (“Notice of Intent”) received by the Town dated November 6, 2019, the Districts intend to take certain actions pursuant to Section 32-1-207(3)(b), C.R.S., including the issuance by District No. 2 of its Limited Tax General Obligation Bonds, Series 2019, in an estimated aggregate principal amount of \$4,730,000, and its Subordinate Limited Tax General Obligation Bonds, Series 2019B₍₃₎, in an estimated aggregate principal amount of \$1,114,000 (collectively, the “2019 Bonds”).

D. Section V.A.9 of the Service Plan provides as follows: “The Districts shall not issue Debt in excess of \$6,600,000 total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts” (the “Total Debt Issuance Limitation”).

E. The 2019 Bonds are being issued by, and shall be an obligation of, District No. 2, although District No. 1 intends to enter into a Capital Pledge Agreement with District No. 2, pursuant to which District No. 1 will pledge certain revenues towards the payment of the 2019 Bonds (the “2019 Capital Pledge Agreement”).

F. Pursuant to Resolution No. 19-095, Series of 2019, the Town Council approved the form of the 2019 Capital Pledge Agreement between the Districts.

G. The Town Council has reviewed the letter and Notice of Intent received from the Districts and by this Resolution desires to provide for certain actions in connection therewith.

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

Section 1. The Town Council has reviewed the letter and Notice of Intent attached as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council, in reliance upon the information contained in the letter and Notice of Intent and the representations and other information provided by the Districts:

(a) Finds that the 2019 Capital Pledge Agreement (or similar agreements which may be entered into for similar purposes in the future, subject to the prior approval of the Town of Parker in accordance with Service Plan) should not count against the Total Debt Issuance Limitation;

(b) Finds that the issuance of the 2019 Bonds by District No. 2, supported by a pledge of District No. 1's ad valorem property and specific ownership taxes (rather than issuance of debt by District No. 1 supported by a mill levy pledge by District No. 2), does not constitute a material modification of the Service Plan, pursuant to the provisions of Section 10.11.060 of the Town Code or the Service Plan; and

(c) Hereby waives enforcement of the provisions of Article XI of the Service Plan solely with respect to the action of the Districts described in the Notice of Intent, pursuant to Section 32-1-207(3)(b), C.R.S., all subject to the provisions of Section 3 hereof.

Section 3. Nothing herein shall constitute a waiver of any other terms, conditions, provisions or requirements of the Service Plan, or a waiver with respect to any actions of the Districts other than those described in the Notice of Intent.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
GEORGE M. ROWLEY



ZACHARY P. WHITE
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. GRINA
ALLISON C. FOGG
JENNIFER C. ROGERS
LAURA S. HEINRICH
AUDREY G. JOHNSON

November 6, 2019

VIA U.S. MAIL

Town Council
Town of Parker
20120 E. Main Street
Parker, CO 80138

RE: Reata Ridge Village Metropolitan District Nos. 1 and 2 (the “Districts”)
Section 32-1-207(3)(b), C.R.S., Notice of Intent to Undertake Certain Actions

Dear Council Members:

Pursuant to the Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 (the “Service Plan”) as approved by the Town Council of the Town of Parker, Colorado, the Districts are authorized to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of Public Improvements (as defined in the Service Plan) from their revenues and by the proceeds of Debt (as defined in the Service Plan) issued by the Districts.

Reata Ridge Village Metropolitan District No. 2 (“District No. 2”) intends to issue its Limited Tax General Obligation Bonds, Series 2019, in an estimated aggregate principal amount of \$4,730,000, and its Subordinate Limited Tax General Obligation Bonds, Series 2019B₍₃₎, in an estimated aggregate principal amount of \$1,114,000 (collectively, the “2019 Bonds”).

The 2019 Bonds are being issued by and will be the obligation of District No. 2, however, Reata Ridge Village Metropolitan District No. 1 (“District No. 1”) intends to enter into a Capital Pledge Agreement with District No. 2, pursuant to which District No. 1 will pledge certain revenues, including certain ad valorem property taxes and specific ownership taxes of District No. 1, towards payment of the 2019 Bonds (the “2019 Capital Pledge Agreement”). In addition, the Districts may in the future enter into similar agreements for similar purposes as contemplated under the Service Plan, subject to the prior approval of the Town of Parker, Colorado (the “Town”) in accordance with Section IV.C of the Service Plan (together with the 2019 Capital Pledge Agreement, collectively, the “Capital Pledge Agreement”).

Section V.A.9 of the Service Plan provides as follows:

Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$6,600,000 total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

Although the Service Plan contemplates the issuance of bonds supported by a mill levy pledge, it does not address whether a Capital Pledge Agreement is considered Debt and thus counts against the Total Debt Issuance Limitation.

It is the position of each of the Districts that consistent with the intent and purpose of the Service Plan, the Service Plan did not intend that a Capital Pledge Agreement count against the Total Debt Issuance Limitation.

In addition, as stated above, the Service Plan contemplated the issuance of bonds by one district, supported by a mill levy pledge of the other. It appears that at the time the Service Plan was approved, it was anticipated that District No. 1 would issue debt, supported by a pledge of District No. 2's property taxes. As set forth above, it is now expected that District No. 2 will issue the 2019 Bonds, supported by certain ad valorem property taxes and specific ownership taxes of District No. 1.

The Districts have conferred with Town staff regarding the content of the enclosed notice prior to publication and delivery to the Town. As discussed with the Town staff, the Town agrees with the Districts' position that no Capital Pledge Agreement will count against the \$6,600,000 Total Debt Issuance Limitation, and the Town does not intend to initiate any action to enjoin the Districts' actions described herein.

Notice of the Districts' intent to undertake the actions described herein (copy enclosed) will be published in the *Douglas County News Press* on November 14, 2019. Additionally, pursuant to State statutory requirements, a similar notice shall be filed with the Douglas County District Court.

Should you have any questions regarding the notice, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Clint C. Waldron

Encl.

cc: Kristin Schledorn, Town of Parker (via e-mail)

NOTICE OF INTENT TO UNDERTAKE CERTAIN ACTIONS

REATA RIDGE VILLAGE METROPOLITAN DISTRICT NOS. 1 AND 2

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-207(3)(b), C.R.S., the Boards of Directors of Reata Ridge Village Metropolitan District Nos. 1 and 2 (the “Districts”) intend to undertake certain actions pertaining to the levy of taxes and issuance of bonds as described herein.

Pursuant to the Consolidated Service Plan for Reata Ridge Village Metropolitan District No. 1 and Reata Ridge Village Metropolitan District No. 2 (the “Service Plan”) as approved by the Town Council of the Town of Parker, Colorado, the Districts are authorized to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of Public Improvements (as defined in the Service Plan) from their revenues and by the proceeds of Debt (as defined in the Service Plan) issued by the Districts.

Reata Ridge Village Metropolitan District No. 2 (“District No. 2”) intends to issue its Limited Tax General Obligation Bonds, Series 2019, in an estimated aggregate principal amount of \$4,730,000, and its Subordinate Limited Tax General Obligation Bonds, Series 2019B₍₃₎, in an estimated aggregate principal amount of \$1,114,000 (collectively, the “2019 Bonds”).

The 2019 Bonds are being issued by and will be the obligation of District No. 2, however, Reata Ridge Village Metropolitan District No. 1 (“District No. 1”) intends to enter into a Capital Pledge Agreement with District No. 2, pursuant to which District No. 1 will pledge certain revenues, including certain ad valorem property taxes and specific ownership taxes of District No. 1, towards payment of the 2019 Bonds (the “2019 Capital Pledge Agreement”). In addition, the Districts may in the future enter into similar agreements for similar purposes as contemplated under the Service Plan, subject to the prior approval of the Town of Parker, Colorado (the “Town”) in accordance with Section IV.C of the Service Plan (together with the 2019 Capital Pledge Agreement, collectively, the “Capital Pledge Agreement”).

Section V.A.9 of the Service Plan provides as follows:

Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of \$6,600,000 total aggregate principal amount, which limit is a combined, total aggregate amount for all Districts.

Although the Service Plan contemplates the issuance of bonds supported by a mill levy pledge, it does not address whether a Capital Pledge Agreement is considered Debt and thus counts against the Total Debt Issuance Limitation.

It is the position of each of the Districts that consistent with the intent and purpose of the Service Plan, the Service Plan did not intend that a Capital Pledge Agreement count against the Total Debt Issuance Limitation.

In addition, as stated above, the Service Plan contemplated the issuance of bonds by one district, supported by a mill levy pledge of the other. It appears that at the time the Service Plan was approved, it was anticipated that District No. 1 would issue debt, supported by a pledge of District No. 2's property taxes. As set forth above, it is now expected that District No. 2 will issue the 2019 Bonds, supported by certain ad valorem property taxes and specific ownership taxes of District No. 1.

The Districts have conferred with Town staff regarding the content of this Notice prior to publication and delivery to the Town. As discussed with the Town staff, the Town agrees with the Districts' position that no Capital Pledge Agreement will count against the \$6,600,000 Total Debt Issuance Limitation, and the Town does not intend to initiate any action to enjoin the Districts' actions described herein.

NOTICE IS FURTHER GIVEN that, pursuant to and in accordance with § 32-1-207(3)(b), C.R.S., any action to enjoin the activities proposed to be taken in this notice must be brought within forty-five (45) days from publication of this Notice, or on or prior to December 29, 2019.

IN WITNESS WHEREOF, the Boards of Directors of Reata Ridge Village Metropolitan District Nos. 1 and 2, Town of Parker, Douglas County, Colorado, have authorized this notice to be given.

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

PUBLISHED IN: *Douglas County News Press*
PUBLISHED ON: November 14, 2019



Request for Town Council Action

Date: November 18, 2019

Submitted By: Kristin Schledorn, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 19-099**
A Resolution Regarding the Service Plan for Parker Automotive Metropolitan District

Department: Town Attorney, Kristin Schledorn

EXECUTIVE SUMMARY

This resolution acknowledges receipt of the Notice of Intent and finds that the possible inclusion of non-commercial uses within the property shall not constitute a material modification of the Service Plan for Parker Automotive Metropolitan District.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The service plan for Parker Automotive Metropolitan District was approved by the Town Council on April 5, 2004, and a First Amendment to the Service Plan was approved by the Town Council on September 16, 2013 (as amended, the "Service Plan"). The Service Plan contemplates the development of only commercial property within the District's boundaries. The District has received a request to rezone a portion of the property located within the boundaries of the District to noncommercial uses. Although this residential component was not previously anticipated, it will not necessitate any change in the public infrastructure, will not increase the debt limit approved under the Service Plan and will not trigger an event of default under the outstanding bonds issued by the District.

The District has provided a Notice of Intent to the Town, pursuant to C.R.S. § 32-1-207(3)(b), a copy of which Notice is attached to the resolution.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Parker Automotive Metro District Vicinity Map
2. Resolution No. 19-099

RECOMMENDED MOTION

I move to approve Resolution No. 19-099.

Parker Automotive Metro District Vicinity Map



RESOLUTION NO. 19-099, Series of 2019

**TITLE: A RESOLUTION REGARDING THE SERVICE PLAN FOR PARKER
AUTOMOTIVE METROPOLITAN DISTRICT**

WHEREAS, THE TOWN COUNCIL OF PARKER FINDS:

A. By Resolution No. 04-042, the Town Council of the Town of Parker, on April 5, 2004, approved a Service Plan for the organization of Parker Automotive Metropolitan District (the "District"), and by Resolution No. 13-048, the Town Council of the Town of Parker, on September 16, 2013, approved a First Amendment to the Service Plan (as amended, the "Service Plan").

B. The Service Plan contemplates the development of only commercial property within the District's boundaries.

C. Pursuant to a letter and a Notice of Intent to Undertake Certain Actions ("Notice of Intent") received by the Town dated October 28, 2019, the District intends to take certain actions pursuant to Section 32-1-207(3)(b), C.R.S., including intending not to object to a request for zoning changes for the property located within the District's boundaries to noncommercial uses.

D. The Town Council has reviewed the letter and Notice of Intent received from the District and by this Resolution desires to provide for certain actions in connection therewith.

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

Section 1. The Town Council has reviewed the letter and Notice of Intent attached as **Exhibit 1** and incorporated by this reference.

Section 2. The Town Council, in reliance upon the information contained in the letter and Notice of Intent and the representations and other information provided by the District:

(a) Finds that the possible inclusion of noncommercial property within the boundaries of the District does not constitute a material modification of the Service Plan, pursuant to the provisions of Section 10.11.060 of the Town Code or the Service Plan; and

(b) Hereby waives enforcement of the provisions of Article XI of the Service Plan solely with respect to the action of the District described in the Notice of Intent, pursuant to Section 32-1-207(3)(b), C.R.S., all subject to the provisions of Section 3 hereof.

Section 3. Nothing herein shall constitute a waiver of any other terms, conditions, provisions or requirements of the Service Plan, or a waiver with respect to any actions of the District other than those described in the Notice of Intent. Nothing herein shall be deemed to be an approval of any zoning change to the property contained within the District's boundaries. The Council is not hereby taking any position with respect to any possible rezoning application for such property.

RESOLVED AND PASSED this ____ day of _____, 2019.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
GEORGE M. ROWLEY



ZACHARY P. WHITE
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. GRINA
ALLISON C. FOGG
JENNIFER C. ROGERS
LAURA S. HEINRICH

October 28, 2019

VIA U.S. MAIL & ELECTRONIC MAIL

Town Council
Town of Parker, Colorado
c/o Kristin Schledorn, Esq., Town Attorney
20120 East Mainstreet
Parker, Colorado 80138

Re: Parker Automotive Metropolitan District
Section 32-1-207(3)(b), C.R.S., Notice of Intent to Not Object to Zoning Change

Dear Councilmembers and Ms. Schledorn:

The Service Plan for the Parker Automotive Metropolitan District (the “District”) contemplates the development of commercial property within the District’s boundaries. The District has received a request for zoning changes for property located within the boundaries of the District and intends to not object thereto. Specifically, the developer is requesting that property currently zoned as commercial/retail be changed to add multi-family and daycare to the approved uses. The Service Plan for the District contemplates commercial development as the intended development within the District and the addition of multi-family development provides a residential component to the intended development that was not previously anticipated. Such change in zoning will not necessitate any changes in public infrastructure for the project, will not increase the debt limit approved in the Service Plan, and will not trigger an event of default under the current outstanding bonds issued by the District. As a result, the District does not believe that such change constitutes a material modification of its Service Plan.

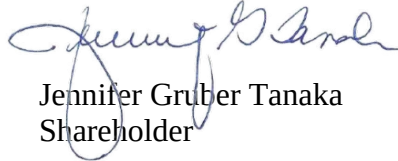
Pursuant to § 32-1-207(3)(b), C.R.S., no action may be brought to enjoin a proposed activity of the District unless such action is commenced within forty-five (45) days of published notice of the District’s proposed activities (the “45-Day Notice”). The District will publish the 45-Day Notice on November 7, 2019, in the *Douglas County News Press*. In compliance with the requirement of § 32-1-207(3)(b), C.R.S., the 45-Day Notice is to be provided to the Town Council on or before the publication date and is therefore enclosed with this letter for your review. The time for commencing an action to enjoin the District’s activities that is established by the 45-Day Notice will expire on December 23, 2019. Notwithstanding, in order to facilitate development approvals, the District is respectfully requesting that the Town Council provide a notice of no objection prior to the deadline.

Town Council for the Town of Parker, Colorado
October 28, 2019
Page 2

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at your earliest convenience.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

A handwritten signature in blue ink, appearing to read "Jennifer Gruber Tanaka".

Jennifer Gruber Tanaka
Shareholder

Enclosure – Notice of Intent to Not Object to Zoning Changes

cc: Board of Directors, Parker Automotive Metropolitan District

0740.0003; 999473

STATE OF COLORADO, DOUGLAS COUNTY

NOTICE OF INTENT TO NOT OBJECT TO CHANGES IN ZONING

PARKER AUTOMOTIVE METROPOLITAN DISTRICT, TOWN OF PARKER, DOUGLAS COUNTY, COLORADO

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-207(3)(b), C.R.S., the Board of Directors of Parker Automotive Metropolitan District (the “District”) has received a request for zoning changes for property located within the boundaries of the District and intends to not object thereto. Specifically, the developer is requesting that property currently zoned as commercial/retail be changed to add multi-family and daycare to the approved uses. The Service Plan for the District contemplates commercial development as the intended development within the District and the addition of multi-family development provides a residential component to the intended development that was not previously anticipated. Such change in zoning will not necessitate any changes in public infrastructure for the project, will not increase the debt limit approved in the Service Plan, and will not trigger an event of default under the current outstanding bonds issued by the District. As a result, the District does not believe that such change constitutes a material modification of its Service Plan.

NOTICE IS FURTHER GIVEN that, pursuant to and in accordance with § 32-1-207(3), C.R.S., any action to enjoin such activity must be brought within forty-five (45) days from publication of this notice, which date is December 23, 2019.

IN WITNESS WHEREOF, the Board of Directors of Parker Automotive Metropolitan District, Douglas County, Colorado, has authorized this notice to be given.

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Attorneys for the District

PUBLISHED IN: *Douglas County News Press*
PUBLISHED ON: November 7, 2019



Request for Town Council Action

Date: November 18, 2019

Submitted By: Carolyn Washee-Freeland, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.326.2 - Second Reading**
A Bill for an Ordinance to Amend Sections 13.06.020,
13.10.160, 13.10.200 and 13.16.040 of the Parker Municipal
Code Concerning the Town of Parker Development Design
Standards

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

EXECUTIVE SUMMARY

The Town's *Commercial, Industrial, & Multi-Family Residential* (CIMF) Development Design Standards were originally adopted by Town Council on November 1, 1999. The current CIMF Development Design Standards have only had minor revisions since 1999 and are largely obsolete, prompting the need for a major update. The first phase of this update was the new Design Standards for multi-family residential development adopted by the Town Council in November, 2018.

Community Development staff recently updated the Town Council on the new Development Design Standards for commercial, industrial and mixed-use development at the June 24, 2019 Study Session. Council directed that staff proceed with completion of the new Design Standards as soon as feasible. Proposed Ordinance No. 3.326.2 will replace the Town's current CIMF Development Design Standards with the updated Development Design Standards that will combine the previously approved Multi-Family Residential Design Standards with the new Commercial, Industrial and Mixed-Use Design Standards that have been recently completed.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

During the past few years, the Town Council and staff have grown increasingly concerned about

the mixed architectural and urban design quality of new development in Town. In response, Town Council directed Community Development staff to prepare a major update of the 1999 *Commercial, Industrial and Multi-Family Residential (CIMU)* Design Standards that apply to new development.

Staff structured the update to the *CIMU* Design Standards using a phased approach to address the immediate concern with the design quality of multi-family residential development as quickly as possible. Phase One (1) resulted in a major update of the Multi-Family Residential Development Design Standards and the subsequent adoption by Town Council in November, 2018. Phase Two (2) followed and consists of a major update to the Commercial, Industrial and Mixed-Use Development Design Standards. Town Council adoption of the Phase Two (2) Development Design Standards will bring the project to completion.

Throughout the course of the project, Community Development staff has held multiple community engagement events to inform and seek input from residents and stakeholders. Most recently, this includes a public workshop during Planning Commission Study Session on April 25, 2019; public presentation to the Colorado Chapter of the American Institute of Architects (AIA) on May 8, 2019; and the public presentation at the June 24, 2019 Town Council Study Session. Staff has also utilized the Development Design Standards project page on the Town web site to inform and seek input from residents. This multi-faceted approach has contributed to the new and improved Development Design Standards.

Proposed Ordinance No. 3.2.6.2 will amend Sections 13.06.020, 13.10.160, 13.10.200, and 13.16.040 of the Parker Municipal Code to reference the new Development Design Standards and replace the existing *CIMU* Design Standards. The updated Development Design Standards will apply to most new development in Town except for detached single-family homes which are governed by existing design standards found in the Land Development Ordinance.

Overview of the New Development Design Standards

The new Development Design Standards features graphics, photos and site layouts that will guide the development community with the design of buildings appropriate for Parker. The new Design Standards incorporate the values of the *Parker 2035 Master Plan* to achieve the Town's goals and objectives for Community Appearance and Design and Housing and Neighborhoods. They also embrace architectural and urban design principles that will enhance the Town's visual environment, suburban character and unique hometown feel. The Development Design Standards feature three (3) chapters:

Chapter 1: Commercial, Industrial, and Mixed-Use Design Standards

Chapter 2: Multiple-Family Design Standards; and

Chapter 3: Design Standards for Publicly-Accessible Space

The Development Design Standards will provide the architectural and urban design framework for new development in Parker by creating standards for higher quality site layout, building

orientation, architectural design and publicly-accessible gathering spaces. They will also serve as a tool for the Town Council, staff, residents, property owners and design professionals to utilize in connection with future development applications.

On October 24, 2019, the Planning Commission held a public hearing and recommended Town Council approve the proposed ordinance.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



FOSTER COMMUNITY
CREATIVITY AND
ENGAGEMENT

ATTACHMENTS

1. Ordinance No. 3.326.2
2. Development Design Standards
3. Planning Commission Staff Report

RECOMMENDED MOTION

I move to approve Ordinance No. 3.326.2 on second reading.

ORDINANCE NO. 3.326.2, Series of 2019

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTIONS 13.06.020, 13.10.160, 13.10.200 AND 13.16.040 OF THE PARKER MUNICIPAL CODE CONCERNING THE TOWN OF PARKER DEVELOPMENT DESIGN STANDARDS

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

Section 1. Subsection 13.10.020(h) of the Parker Municipal Code is amended to read as follows:

13.06.020 General requirements.

* * *

(h) The Town of Parker ~~Commercial, Industrial & Multiple-family Residential Development~~ Design Standards are hereby incorporated by reference into this Title, as may be amended from time to time. The provisions of these standards shall be used in addition to the criteria outlined in this Chapter. The following items must be addressed on all site plan submittals:

Section 2. Subsections 13.10.160(a) and (m) of the Parker Municipal Code is amended to read as follows:

13.10.160 Residential design minimums.

(a) Intent. The intent of this Section is to require single-family detached units and paired units (as defined in the Town of Parker Development Design Standards ~~for Commercial, Industrial and Multiple-Family Projects~~) that front or are located along the same side of a public street, private internal street, or public or private open space, or greenways be designed to provide a varied street scene, architectural variety, and to eliminate the reuse or repetition of identical or substantially similar building designs in close proximity to each other.

* * *

(m) Residential Design Minimums Handbook.

(3) Building variations requirements:

c. Exterior building elements and palettes: Exterior building elements and palettes include architectural details and materials on a structure that are used to create a distinctive differentiation between structures and shall be used to distinguish the entire structure including the rear. Exterior building elements for buildings that contain paired units include the addition of the following to the building (examples of these elements can be found in the multiple-family design standards contained in the Town of

Parker Development Design Standards ~~for Commercial, Industrial, and Multiple-Family Projects~~):

* * *

Section 3. Subsection 13.10.200(a) of the Parker Municipal Code is amended to read as follows:

13.10.200 Town of Parker ~~Architectural and~~ Development Design Standards ~~for Commercial, Industrial and Multiple-Family Projects~~.

(a) Adoption of Design Standards by reference. The Town of Parker ~~Architectural and Development~~ Design Standards ~~for Commercial, Industrial and Multiple-Family Projects~~, dated October 8, 1999, and last amended on ~~November 19, 2018~~ November 18, 2019 ("Design Standards"), and prepared by the Town, are hereby adopted by reference as if set forth herein. ~~Copies of the~~ The Design Standards are accessible on the Town's website or file with the Planning Department, may be inspected by any person ~~and are available for sale at Parker Town Hall, Planning Department~~, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted.

* * *

Section 4. Subsections 13.16.040(e) and (f) of the Parker Municipal Code is amended to read as follows:

13.16.040 General requirements.

* * *

(e) The preliminary site plan is in general compliance with the Town of Parker ~~Architectural and Development~~ Design Standards ~~for Commercial, Industrial and Multiple-Family Projects~~.

* * *

(f) The approval of a preliminary site plan is not affected by change of tenancy, ownership, or management of a site, with the exception of the following:

* * *

(2) Amendments to the Town's Storm Drainage and Environmental Criteria Manual, the Town of Parker ~~Architectural and Development~~ Design Standards ~~for Commercial, Industrial and Multiple-Family Projects~~, or any other applicable standard adopted or amended by the Town that results in the preliminary site plan being out of compliance with these standards.

* * *

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



PARKER
COLORADO

Development Design Standards



Acknowledgements

The Town of Parker *Development Design Standards* is a result of a two-year complete rewrite of the Town's 1999 *Commercial, Industrial, and Multi-Family Design Standards* document. The *Development Design Standards* provide detailed standards on urban design and streetscape, and promotes high quality architecture for Parker. Based on commonly accepted principles of urban design, the new design standards reflect the goals of the Town of Parker 2035 *Master Plan*, to preserve and enhance the small-town character of the Parker community. The Town encourages residents, developers, architects, designers, property owners, Town staff, the Planning Commission, and Town Council to use the Development Design Standards for reviewing proposed development projects in the Town.

The Town would like to thank Town Council members, Planning Commission and the many organizations that helped collaborate on the update of the Development Design Standards. The Town also thanks the many citizens and stakeholders who attended the Community Design Workshops and provided valuable input during the planning process.

Parker Town Council

Mike Waid, Mayor
John Diak, Councilmember
Debbie Lewis, Councilmember
Cheryl Poage, Councilmember
Joshua Rivero, Councilmember
Jeff Toborg, Councilmember
Renee Williams, Councilmember

Parker Planning Commission

Gary Poole, Chair
Duane Hopkins, Vice Chair
Eliana Burke, Acting Vice Chair
Richard Foerster, Commissioner
Erik Frandsen, Commissioner
John Howe, Commissioner
Ruth Ann Nelson, Commissioner

Alternate Commissioners

Susan Caudill, Commissioner
Tracie Manske, Commissioner
Kimberly Rodell, Commissioner

Town of Parker Staff

Michelle Kivela, Town Administrator
Jim Cleveland, Acting Deputy Town Administrator
Jim Maloney, Town Attorney
Kristin Schledorn, Deputy Town Attorney
John Fussa, Community Development Director
Jason Rogers, Deputy Community Development Director
Bryce Matthews, Planning Manager
Carolyn Washee-Freeland, Associate Planner

Participating Consultants

Urban Design Associates
Dig Studio
PCS Group

Technical Advisory Committee

Jordan Block, RNL Design
Alan Cunningham, PCS Group
John Gagnon, JG Architects
Kim Nelson, Stanley Consultants
Matt Carlson, Town Staff
Alex Mestdagh, Town Staff
Mary Munekata, Town Staff
Stacey Nerger, Town Staff
Carolyn Parkinson, Town Staff
Paul Workman, Town Staff

Other Technical Advisors

Thomas Kopf, DTJ Design
Nikolaus Remus, AIA Colorado

Developer Participants

Matt Janke, E5XManagement
Walt Koebel, Koebel & Co.
Chad Rodriguez, MSP Companies
Mitch Trevey, Trevey Land & Commercial
Mike Vickers, Compark Cottonwood Village
Kurt Wolter, Trevey Land & Commercial

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Chapter 1: Commercial, Industrial, and Mixed-Use Design Standards

I. Introduction

As Parker continues to grow, the Town has taken a proactive approach engaging citizens and promoting development that is consistent with the shared vision for the Town. Following the explosion of development in Parker in the 1980s and 1990s, the Town developed Commercial, Industrial, and Multifamily Residential Design Standards, which were adopted in 1999. These standards provided important tools beyond what was possible in the Land Development Ordinance (LDO) to evaluate and coordinate development, ensuring it was consistent with the vision for Parker. However, with the changing patterns of development and evolving best practices, Town Council, Planning Commission, and Planning staff agreed that the Standards were no longer current and embarked on the process of updating the standards, resulting in these Development Design Standards.

The Development Design Standards, which will be referred to as the ‘Design Standards’ throughout this document, provides the Community Development Department, Planning Commission, Town Council, the development community, and property owners with an objective basis on which to evaluate new development and redevelopment of multiple-family, commercial, industrial and mixed-use. The Design Standards are based upon commonly accepted principles of urban design and reflect the goals for the Town of Parker as set forth in the *Town of Parker 2035 Master Plan* (as amended), including the development of high standards, prioritizing open space, and enhancing the small town character.

A. Objectives

The intent of the Design Standards is to provide clear and concise direction to developers and property owners in order to promote quality building design and site layout. Objectives for the Design Standards are:

- To serve as a tool to evaluate development submittals for all multiple-family, commercial, industrial, and mixed-use projects.
- Govern the development of new buildings, significant architectural renovation and restoration, change of existing use or adaptive reuse, and landscape improvements; and
- To standardize and create predictability in the Town’s expectations for development of these uses and categories.

Property owners, developers, and architects will use these Design Standards when preparing site plans and architectural plans for development and for improvements to existing development. All Design Standards contained in this document will be reviewed and special care taken to address all situations where the Design Standards are applicable to a specific project.

B. Process

Public participation is an essential component in successful planning, community building and decision-making. The Design Standards were developed through an open public involvement process. The intent of the engagement process was to engage a large number of residents, visitors, developers and property owners and to incorporate their input and responses into the development of the Design Standards. There were three phases of public involvement, each with opportunities for broad-based involvement:

- Phase One, which focused on understanding the desired character for development in the Town;
- Phase Two, which focused on testing ideas for the multiple-family and commercial, industrial, and mixed-use components of the standards;
- Phase Three, which focused on developing the standards.

Residents, visitors, employees, developers, and property owners participated in a series of meetings, open houses, workshops, surveys, and hearings. The outcomes supported the themes in the *Parker 2035 Master Plan*, showing that citizens are sensitive to the potential for a proliferation of disparate or mediocre development and desire high-quality, cohesive development.



Figure 1 - Phase One public meeting on understanding the desired character for development in Parker



Figure 2 - Phase Two stakeholder meeting on testing ideas for the Design Standards



Figure 3 - Phase Two public meeting on testing ideas for the Design Standards



Figure 4 - Phase Two stakeholder modeling workshop on testing ideas for the Design Standards



Figure 5 - Phase Two stakeholder modeling workshop on testing ideas for the Design Standards



Figure 6 - Phase Two public meeting on testing ideas for the Design Standards

II. Relationship of the Design Standards to Policy and Other Regulatory Documents

Hierarchy of Documents that Govern Multiple-family, Commercial, Industrial, and Mixed-use Development

What is the purpose of each type of document?

POLICY Policy sets the direction for land uses, open space, and transportation improvements in the Town.	REGULATIONS Regulations set how much development is permitted and where certain uses can locate.	STANDARDS Standards regulate how development is laid out and what it looks like.
---	---	---

How are Policy, Regulations and Standards organized in Parker?

		DOCUMENTS
POLICY	Town-adopted policy direction related to uses, location, density, and character of future development	- Parker 2035 Master Plan - Mainstreet Master Plan - Parker Road Corridor Plan - Open Space, Trails, & Greenways Master Plan
REGULATIONS	LAND DEVELOPMENT ORDINANCE Base Zoning Regulates: - Uses - Density - Heights - Setbacks PLANNED DEVELOPMENT ZONING (PDs) Regulates: - Uses - Density - Heights - Setbacks <i>And Sometimes:</i> How Development is laid out	- Land Development Ordinance (LDO) - Planned Development Zoning (PD)
STANDARDS	IS THE SITE LOCATED IN THE GREATER DOWNTOWN DISTRICT ZONING? NO USE THE DESIGN STANDARDS How development is laid out What development looks like YES USE THE GREATER DOWNTOWN DISTRICT STANDARDS & GUIDELINES How development is laid out What development looks like Properties in the Greater Downtown District must also comply with the Design Standards, where they do not conflict with one another.	- Design Standards - Greater Downtown District Standards and Guidelines for Development

III. Addressing Conflicts between Regulatory Documents and the Design Standards

The Design Standards: The Design Standards shall apply to all multiple-family, commercial, industrial, and mixed-use developments in the Town, except where a conflict exists as stated below. In that case, only the standard in conflict shall default to the higher hierarchy regulation and the remainder of the standards not in conflict shall apply.

- **Paired Houses included as part of a Multiple-Family Site Plan:** Shall follow the Site Plan and Minor Development Plat process. These developments shall comply with the Paired House building type regulations in the Multiple-Family Design Standards.
- **Paired Houses included as part of a Single-Family Development:** Shall follow the Sketch and Preliminary Plan process. These developments shall comply with §13.10.161 Residential Design Minimums in the LDO.

The Land Development Ordinance (LDO) and/or Planned Development (PD) Guide and Plan: Provides the controlling regulation on permitted uses, density entitlements, heights, setbacks and any other elements included in these documents. In the case that there is a conflict between:

- The Design Standards and the LDO and/or PD Guide and Plan, the LDO and/or PD Guide and Plan shall supersede the Design Standards.
- The Design Standards conflict with a regulation in a PD Guide and Plan, the PD Guide and Plan and/or zoning regulations shall apply.
- If a condition is regulated by a standard in the Design Standards but not regulated in a PD Guide and Plan, the Design Standards shall apply.
- In the case where the Design Standards conflict with a height, setback or other zoning regulation, the zoning regulations shall apply.

The Design Standards and the Greater Downtown District Standards & Guidelines: If there is a conflict, the Greater Downtown District Standards & Guidelines shall apply.

Building Code and Fire, Life, and Safety Regulations: In the case that the Design Standards conflict with the Building Code or a Fire, Life, and Safety regulation, the Building Code or Fire, Life, and Safety regulations shall apply.

IV. How to Use the Design Standards

Roadmap to Understanding the Design Standards

The Design Standards have two levels of reference: Standards and Guidelines. The following language is used consistently throughout to communicate requirements (Standards) versus recommendations (Guidelines).

Meeting the Intent of a Standard

	STANDARDS	GUIDELINES
IMPLICATION	Regulatory	Recommended
	Development is required to comply with Standards.	Development is encouraged to follow Guidelines.
LANGUAGE	“Development shall...” “Development must...”	“Development should...”

WHAT DO THE STANDARDS & GUIDELINES REGULATE?

- How elements required by the LDO or PD must be laid out on the site
- How buildings are designed and what they look like
- How to accomplish LDO requirements related to design
- What palettes should be applied to buildings and landscape

- **Intent:** states the objective for each Standard. Applicants are expected to meet the intent of each Standard through a combination of complying with Standards and using Guidelines to accomplish the stated objectives.
- **Standards:** are clear and objective requirements. Development must meet all criteria listed under Standards.
- **Guidelines:** provide additional direction and application. Development is expected to address the Guidelines to meet the intent of each Standard.
 - It is the responsibility of the applicant to justify any deviation from these Design Standards and Guidelines and to exhibit why the specific Standard or Guideline would not result in a better/higher quality development.
 - In certain cases, the Planning Director may make a determination that a given solution sufficiently meets the intent of a Standard, even if all of the objective requirements of the Standards are not met.

V. Definitions

Accessory (Building): Means a minor building that is located on the same lot as a principal building and that is used incidentally to a principal building or that houses an accessory use.

Amenity Building: A public or semi-public building built and maintained for public or membership use.

Articulate (or Articulation): Articulation refers to the way surfaces of a building come together to form its shape and volume. Building articulation can be exhibited through differentiating surfaces with a change in material, color, texture, or pattern, corner enhancements, and a separation of adjacent planes. (Source: *Architecture: Form, Space, & Order*, by Francis D.K.Ching)

Attached House: A building where units are not stacked vertically but share walls with adjacent units.

Awning: A protected covering over a window, door, or opening.

Balcony: An unenclosed space that protrudes from the face of a building.

Bay: The spaces on a building's facade between vertical structural elements (walls, pilasters, columns, etc.); bays organize window, door, and building element placement.



Figure 7 - Illustration of definition of Bay

Bay Width: The percentage or length (feet) of a building's facade that is vertically articulated as a structural bay.

Bay Window: A window that protrudes from the face of a building.

Bay of Parking: A double-loaded row of parking, with a drive aisle in the center and head-in parking on either side; may be perpendicular or angled.



Figure 8 - Illustration of definition of Bay of Parking

Block (Development Block): The area defined by streets (public or internal) or open spaces (public or internal) intended for the development of parks or buildings. Development block is a term used in urban design and form-based coding that applies to the organization of legally dedicated lots surrounded by thoroughfares that have been subdivided by Plat.

Block Area: The Block Depth multiplied by the Block Length.

Block Depth: The short dimension of a block, measured from easement or right-of-way line to easement or right-of-way line, at the shortest point.

Block Length: The long dimension of a block, measured from easement or right-of-way line to easement or right-of-way line, at the longest point.

Block Type: Classification of blocks based on the use, building type, organization, location, and access.

Block Type (Attached/Single-Aspect): A block sized to accommodate buildings that are one-unit deep, with frontage around the block perimeter, parking in the center, and open spaces.

Block Type (Composite): A block that has different building types located on it which require different half-block depths.

Block Type (Double-Aspect/Corridor): A block sized to accommodate buildings that are two units deep, with frontage around the block perimeter, parking in the center, and open spaces.

Building Design Variation: A building design that is distinctly different from others, as a result of the massing and form, composition of openings, building elements, and palette of materials and colors.

Building Element: A component of a building that gets added or subtracted from the main mass of the building, such as a porch, wing, balcony, or awning.

Building Facade (Facade): An elevation of a building.

Building Front: The side of the building facing the most prominent public roadway or internal street or open space; the facade on which the primary building entrance is located.

Building Orientation: The relationship of a building's location to the edge of the block.

Building Rear: The façade of a building that is not a building front or building side; does not contain public or customer entrances; has loading, trash, or service functions; and is not visible from a public roadway or internal street.

Building Side: The façade of a building that is distinguished as a secondary façade, for example, a left and/or right side of the building that is not the primary façade.

Building Type: Classification of a building based on form and interior circulation layout.

Commercial: Any activity conducted with the intent of realizing a profit from the sale of goods or services to a consumer. (Source: *A Planners Dictionary*, American Planning Association, 2004)

Complete Streets: Streets designed to enable safe access for all users, including pedestrians, cyclists, motorists, and transit riders.

Composition (Facade Composition): The arrangement of doors, windows, and building elements on a building.

Cornice: A protrusion from the top of a ceiling or pediment, or at the bottom of a roof.

Corridor Building: A building defined by a central entry and circulation system, with a central corridor accessing units on either side.

Dormer: A window that projects vertically from a sloping roof.

Eave: The part of a roof that meets or overhangs the walls of a building.

Eave Line: The shape of eaves across a building.

Entry: A door allowing access to the primary circulation of a building.

Fenestration: The arrangement of windows and doors on the elevations of a building.

Flat Roof: A roof without a visible pitch, including mono-pitch or parapet roofs.

Frontage (Street, Public Roadway): Means the linear frontage of a lot or parcel abutting a private or public roadway, or open space that provides principal access to or visibility of the premises.

Gable: The part of a wall that encloses the end of a pitched roof.

Glazing: Means glass windows, doors, and walls.

Ground Floor: The first floor that sits above the average grade of a site.

Ground Floor Transparency: Percentage of a building's ground floor facade that must be glazed.

High Quality Architecture: High quality architecture in Parker emphasizes the use of quality building materials in the design of authentic and diverse architecture that promotes and enhances the Town's character. Architectural design will consider the articulation of all four elevations of a building per these design standards; and exhibit required vertical and horizontal form and mass breakdown. Building elements will display depth and texture and human-scaled design appropriate for Parker.

High Quality Building Materials: High quality building materials shall consist of durable materials in the detailing of a building that will stand the test of time. Accent materials will achieve architectural interest, balance and variation in the building design.

Industrial Building (Multi-Tenant): A building structure designed for the industrial activities of multiple tenants under one structure. Tenant space may include individual storefronts with a shared tenant wall space. (Source: *A Planners Dictionary*, American Planning Association, 2004)

Industrial Building (Single-Tenant): A building designed for industrial related uses with special site design features of circulation, parking, utility needs, aesthetics and compatibility. (Source: *A Planners Dictionary*, American Planning Association, 2004)

Industrial Development: A large tract of land that has been planned, developed, and operates as an integrated facility for a single or a number of individual industrial uses, with special attention to circulation, parking, utility needs, aesthetics, and compatibility. (Source: *A Planners Dictionary*, American Planning Association, 2004)

Internal Street (Private Street): Means a private or internal street that is not owned or operated by the Town; is a private street created within a commercial, industrial, mixed-use, and/or multi-family site which defines blocks and provides access for all modes.

Liner Building: A narrow building, one unit deep, that is attached to a garage or non-residential use.

Massing: The overall shape and size of a building.

Masonry Base: A masonry architectural feature that projects from the plane of the primary mass of the building at the ground level to deflect water away from the foundation; may be articulated as a few feet at the base of a building or as the entire ground floor.



Figure 9 - Illustration of definition of Masonry Base

Mixed-Use Development: Means a type of land development which blends more than one (1) land use (i.e., residential, commercial, cultural, institutional, or entertainment uses), where those functions are physically and functionally integrated horizontally on a property, or vertically within a building.

Mullion: A vertical or horizontal bar between the panes of glass in a window.

Multiple-Family Buildings/ Housing: A building where multiple separate housing units are located within the same building.

Muntin: A small bar or rigid support between adjacent panes of glass.

Neighborhood: An area of a community with a mix of housing units, a network of interconnecting tree-lined streets and sidewalks that provide a short walk to schools, parks, and a neighborhood center. The area of a community has characteristics that distinguish it from other community areas that may include schools or boundaries defined by physical barriers such as major highways or natural features. (Source: *A Planners Dictionary*, American Planning Association, 2004)

Open Space: Means public or private land and aquatic areas without visible evidence of residential, commercial or industrial development that are regulated or managed to protect the natural environment and significant cultural, historical, geological and ecological resources. These areas, generally left in a natural state, provide passive recreation and agricultural opportunities, shape the patterns of urban development, provide environmental protection and educational, scientific or aesthetic benefits and may include trail corridors, greenways or undeveloped parks.

Green Space: A green space within a development that is intended for shared use by the residents or users of the development.

Paired Units (Duplex): Two units that share a wall and have separate entries; often designed to look like a single house.

Parking Lot Drive: The drive aisle within a parking lot.

Pattern: Design solution using reusable forms repeatedly in a larger building mass.

Pedestrian Scale: The relationship of a built environment to human proportions and comfort.

Planting Strip: A planting zone bounded by the sidewalk, curb, intersections, and pedestrian crossings.

Podium Parking: Concrete parking footprint that is the same or larger than the footprint of the building. Podium parking may be entirely below ground, or it may be the first level.

Porch: A covered platform at the entrance.

Porte Cochere: A covered pick-up and drop-off portal accessible to vehicles.

Private Realm: The areas of a multiple-family development that are intended only for the use of the residents of a given block or building.

Proportion: The ratio of the horizontal and vertical dimensions of a given shape or element.

Public Realm: All areas open or accessible to the public, including the space in front of and between buildings; may be privately owned.

Public Right-of-Way (Public Roadway, Public Street, Right-of-Way): Means any public street, easement, sidewalk, landscaped area, park, square, plaza, or any other public property owned or controlled by the Town and/or dedicated for public use to the Town (*Source: Town of Parker Roadway Design and Construction Criteria Manual*).

Residential: Activities within land areas used predominantly for housing. (*Source: A Planners Dictionary*, American Planning Association, 2004)

Retail: The selling of goods, services, wares, or merchandise directly to the ultimate consumer or persons. (*Source: A Planners Dictionary*, American Planning Association, 2004)

Roof: The part of the building envelope that covers the top of a building.

Roof Form: The shape and proportion of a roof.

Stacked Townhouse: A townhouse on top of a ground floor unit.

Structured Parking Block: A block sized to accommodate development around a structured parking garage, with frontage around the block perimeter, the garage in the center, and open spaces for residents.

Stoop (Porch): A small exterior entrance outside of a door; may be covered but without vertical columns or structural supports for the awning or roof.

String Course: A raised horizontal band or course that often ties together window sills and defines the base, middle, or top of a building.

Structural Bay (See Bay)

Terrace: An open platform that extends from a building.

Texas Wrap Building ("Texas Donut"): A large building, linked by corridors and circulation cores, with units and building form wrapped around an above-grade parking structure.

Transparency: The glazing of a window or door independent of sill, sash, surround, decals, or any other non-transparent feature of the window or door.

Tuck-Under Parking: Parking tucked under the rear of a townhouse or multiple-family building. In tuck-under parking, the structure of the garage does not extend the full footprint of the building.

Vertical Structure Elements: Walls, pilasters, columns and other vertical members that support the structure of a building.

Visual Terminus (Vista Terminus): A framed view ending at an iconic feature or building.

Wing: A section of a building that extends out from the primary mass of the building.

Walk-up Building (Single-Aspect): Multiple-family buildings that are one-unit deep where stair cores serve 2 or 3 units/floor, with a clear front and back (public rooms like the living room face the front and private/service rooms like bedrooms or kitchens face the back).

Walk-up Building (Double-Aspect): Multiple-family buildings where stair cores serve four units/floor, and units face the front and back of the building; a front elevation must be selected.

Wrapped Garages: Wrapped garages consist of a stand-alone garage, with narrow liner buildings attached. The liner/wrapper buildings may be stand-alone, with a gap between the building and garage to allow for natural ventilation of the garage. In some instances, the buildings may be attached or tied back to the garage structure.

VI. Purpose and Intent of the Design Standards

The purpose and intent of the Commercial, Industrial, and Mixed-Use Design Standards is to ensure that future development of non-residential uses in the Town enhances the hometown character of Parker. These Design Standards provide specific requirements related to the urban design of sites, buildings, exterior open spaces, and publicly accessible gathering spaces. Elevating the level of design for commercial, industrial, and mixed-use development in the Town elevates the character and quality of the public realm for all residents and visitors to Parker.

A. Design Standard Objectives

The objectives below will guide commercial, industrial, and mixed-use development in Parker. They serve the purpose of ensuring that non-residential developments enhance the visual character of the Town and create pleasant places that are accessible to all people.

- **Hometown Feel:** Commercial, industrial, and mixed-use developments should create a sense of place contributing to Parker's hometown feel.
- **High Quality:** Development should be composed of high quality site design, architectural design, building materials, color palettes, and landscape design (*see figure 10*).
- **Context:** Commercial, industrial, and mixed-use development should be designed to enhance and relate to the context of the surrounding natural and built environment.
- **Functionality:** Developments should be designed to be functional, usable, and accessible to patrons and visitors.
- **Human Scale:** Development should be designed at a human scale, creating safe, walkable environments that are visually interesting and make people feel comfortable.
- **Publicly Accessible Spaces:** Commercial, industrial, and mixed-use developments should have accessible and usable outdoor publicly accessible gathering spaces that promote a sense of community and convey an inviting interactive experience (*see figure 11*).
- **Building Orientation:** Non-residential developments should be organized with buildings oriented towards the streets where possible, parallel on-street parking in high-traffic pedestrian areas, interconnected sidewalks, street trees and other landscaping and amenities. Ensure that non-residential developments are designed for pedestrians and cyclists, not just for vehicles.



Figure 10 - Example of a high-quality designed building with human-scale streetscape



Figure 11 - Example of a mixed-use development

VII. Planning Context for Non-residential Development

The Design Standards integrate the vision of the *Parker 2035 Master Plan* (Master Plan). The Master Plan identifies specific Character Areas that make up the Town and describes the desired character and planning context for Neighborhood Centers, Community Centers, the E-470 Corridor, and the Central Commercial Area. Parker Road is a regionally significant State highway and the Town's primary commercial corridor. Land use in the corridor should advance appropriate commercial development and redevelopment considering the underlying Character Areas within the corridor. Development in these areas should be contemplated in a cohesive and thoughtful way to ensure appropriate future land use compatibility and the viability of each Character Area.

Commercial, industrial, and mixed-use developments must comply with the *Parker 2035 Master Plan*. If conflicts occur, they shall be resolved according the *Relationship of the Design Standards to Policy and Other Regulatory Documents* section of this document.

VIII. Site Design Standards

The site design of commercial, industrial and mixed-use developments requires a process of blending new development into the context of our community. This is an outline of the critical steps to follow when designing a site and applying the corresponding Design Standards and Guidelines. Applicants shall be required to demonstrate compliance with these Design Standards and Guidelines and show that each step has been addressed.

A. Natural Features and Views

The physical characteristics of a site, topography, natural features and viewsheds shall be considered early in the design process. The evaluation of key site characteristics will ensure the least disturbance of the existing site and protect the most valuable natural features including but not limited to vegetation and tree groves, steep slopes/topography, drainage ways and view corridors (*See figure 12*).

Standards:

1. Development sites that include visually significant ridgelines shall limit the extent of building on top of the ridgeline, or rooflines that protrude above the ridgeline to 20 percent of the total length of the ridgeline within the property boundaries of the development site. Visually significant ridgelines are natural topographic ridges that rise at least 50' above the adjacent land over a distance of 150' or more.
2. Development sites adjacent to open space and/or recreational areas shall limit the height of retaining walls to four (4) feet in height from the finished grade.
3. Terraced walls landscaped with live plantings between walls shall be permitted with five (5) foot minimum width spacing between walls and limited to two (2) tiers.

Guidelines:

1. Assess natural features and design open spaces and greenways to take advantage of tree groves, vegetation, riparian areas, views, and other natural elements (*see figure 13*).
2. Orient the fronts of buildings and active spaces towards open space to encourage public interaction whenever possible.
3. Locate publicly accessible open spaces such as plazas, terraces, outdoor seating areas with pathways and pedestrian access around these natural elements (*see figure 14*).
4. Minimize cut-and-fill through the design of site improvements in order to preserve the general character of the existing terrain and to minimize drastic differences between adjacent developed and undeveloped sites.



Figure 12 - Varying topography and natural features in Parker's natural landscape.



Figure 13 –Example of a tree grove in Parker.

B. Pedestrian and Bicycle Connections

In Parker, the transportation environment includes the development of public and private roadways designed to enable safe access for all users including pedestrians, cyclists, motorists and transit users. The design process shall ensure that connectivity will be considered early in site layout to help minimize pedestrian, bicycle, vehicular and bus conflict, thus creating a safe environment for the entire community to access the development site.

Standards:

1. Pedestrian-friendly sidewalks located on any building side with a public entrance shall be a minimum width of ten (10) feet, and shall span the entire length of the building. The ten (10)-foot sidewalk shall transition into a five (5) foot wide sidewalk that connects to the on-site pedestrian circulation system located on the interior and perimeter areas of the development site.
2. All commercial and industrial development public areas shall provide sidewalk and trail connectivity for pedestrians and bicyclists between all public entries to new and existing buildings, outlying parking areas, between buildings, to the public sidewalk system, amenities and to transit facilities.
3. Publicly accessible sidewalks or walkways shall be provided along public and internal streets or drives that are intended for public, customer, or employee access (*see figure 15*).
4. Publicly accessible walkways shall connect from the site to adjacent commercial and residential uses, in a logical manner depending upon site conditions. If adjacent properties are undeveloped, site plans shall indicate areas for future pedestrian connections to adjoining parcels.
5. Bicycle parking shall be thoughtfully located near public entrances of a commercial or industrial building with easy bicycle access from the public road, avoiding conflicts with vehicular and pedestrian movement (*see figure 16*).

C. Building Typologies

Building types suitable for Parker are shown in the matrix in *figure 17*. Buildings that are mobile, relocatable, modular; architectural prototypes or rollout architecture; prefabricated and or pre-engineered metal; partially or completely assembled, and/or constructed in a manufacturing facility, are not permitted for commercial development types.

To avoid discrepancies between commercial, industrial and mixed-use building types and uses, reference the *Relationship of the Design Standards to Policy and Other Regulatory Documents* section in this document for clarification on the use of these building types. The underlying use of building types will be determined through permitted uses (or in some cases use by special review) allowed under the zoning district or Planned Development in which a property is located.



Figure 14 - The Parker community features a number of pedestrian and bike connections throughout Town.

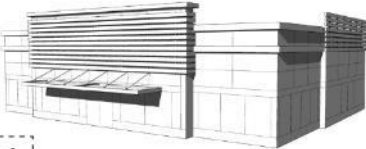
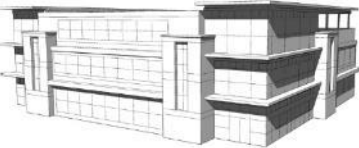
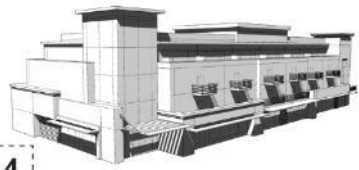
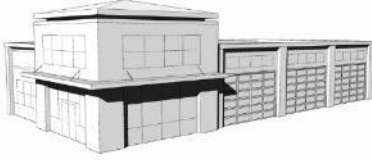


Figure 15 - Publicly accessible sidewalks provide connectivity between the parking lot throughout commercial and industrial developments.



Figure 16 - Bicycle parking located near a public entrance.

Figure 17 - Matrix of Building Types.

Building Typologies		
Commercial Buildings	Commercial Buildings with Auto-Oriented Uses	Industrial Buildings
 1	 5	 9
 2	 6	 10
 3	 7	
Mixed-Use Buildings (Vertical)  4	 8	

Commercial Buildings

- 1 - Single Standalone, Restaurant, Office & Other Commercial Uses
- 2 - Office & Institutional Uses such as: School, Hospital, Rehabilitation Facility
- 3 - In-line Retail

Mixed-Use Buildings

- 4 - Vertical Mixed-Use Multi-Tenant Commercial & Other Commercial Uses such as Multi-Story Hotel, Assisted Living & Nursing Care Facilities

Commercial Buildings with Auto-Oriented Uses

- 5 - Commercial Building with Drive-Through Facility and Other Auto-Dependent Uses
- 6 - Gas Station
- 7 - Carwash
- 8 - Car Repair

Industrial Buildings

- 9 - Single-Tenant Industrial Building
- 10 - Multi-Tenant Industrial Building

D. Building Orientation Requirements of Commercial Buildings

Intent:

Site planning of commercial buildings shall consider specific building orientation requirements, site adjacency, site access and circulation in the overall design and site layout of the project. The intent is to create a cohesive development and site circulation with pedestrian-friendly spaces as defined in these standards. For fenestration requirements for commercial and industrial buildings, see the *Commercial and Mixed-Use Building Composition* section located in VII. *Building Design Standards*.

Standards:

1. Building Fronts

- a. The building front shall be sited to relate to the context of the surrounding environment, considering the patterns of existing roadways, grades, and existing buildings.
- b. A building front shall be oriented towards a public roadway or internal street. (See figure 18).
- c. The primary public entrance of a building shall face the public roadway, with a second public entrance facing a parking lot on the side or rear of the building.
- d. A building with a storefront, office, showroom or other publicly accessible portion of the building shall be located on the site to be highly visible from a public roadway or the public realm.
- e. Building fronts shall be designed to the appropriate design standards as described in Section VII. *Building Design Standards*.



Figure 18 - Example of commercial building front oriented towards a public roadway.

2. Building Sides

- a. A building side that fronts a public roadway must meet the same level or architectural detailing and exterior building material requirements as the front of the building (*see figure 19*).
- b. Building sides that front a public roadway shall have a corner element and/or roof feature.
- c. Where a building side is visible from a public roadway, park, open space, or other active land use, it shall be subject to building orientation requirements for a building front.
- d. The side facades of a building shall be designed to the appropriate design standards as described in Section VII. *Building Design Standards*.



Figure 19 - Example of commercial building side fronting a roadway.

3. Building Rears

- a. The building rear shall not be oriented towards a public roadway.
- b. The facade of building shall be considered a building rear if:
 - i. This portion of the building is not the front or side façade;
 - ii. This portion of the building does not contain a primary or secondary public entrance;
 - iii. This portion of the building has loading or service functions; and
 - iv. This portion of the building is not visible from a public roadway, internal street, open space or other active land use (*see figure 20*).
- c. Building rears that are located in full view of the public realm shall meet the same Standards as a building side as described in VII. *Building Design Standards* section.
- d. The building rear shall not be sited on an internal street unless:
 - i. The front facade is located on a public roadway or internal street.
 - ii. There are other building rears located along the same internal street, for example, the first building in a development built prior to the new development.
- e. The building rear shall not be located on any publicly accessible open space unless site constraints require this orientation.
- f. In the case where the building rear is located on publicly accessible open space due to site constraints, the exposed rear building façade shall be equally designed and

articulated in a similar manner as the front and sides of the building.

- g. Service, loading and trash enclosures shall be located in the rear of the building away from view of the public realm (*see figure 21*).
- h. When the building rear is visible from the public realm and/or adjacent properties, the building rear shall be subject to enhanced screening requirements with either landscaping with an opacity of 80% at one (1) year maturity.

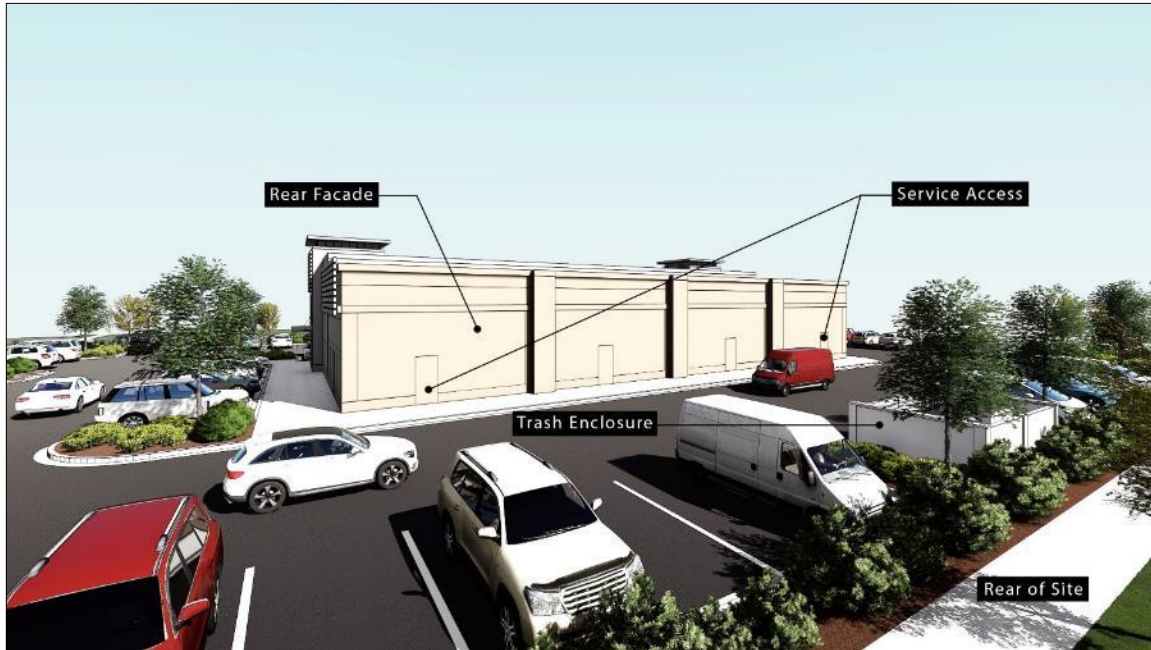


Figure 20 - Example of the rear of a commercial building.

- i. The rear facade of a building shall be designed to the appropriate design standards as described in Section VII. *Building Design Standards*.
- j. In the case where the building rear is located on publicly accessible open space due to site constraints, the exposed rear building façade shall be equally designed and articulated in a similar manner as the front and sides of the building.

4. Corner Treatment

- a. Buildings shall be oriented to front the intersection of a public road with another public road and shall be articulated with transparent openings and an active prominent entry and architectural elements (*see figure 22*).
- b. Parking shall be located on the side and/or rear of the building to the greatest extent possible.
- c. Corner treatments shall include two front primary facades, which are equally designed and articulated as follows:



Figure 21 – Rear of the building showing back-of-house functions (such as service access) located away from public view.

- i. Two (2) front facades facing both of the adjacent public roadways, with one (1) front façade that is designated as the primary customer entrance that is located on the building corner (*see figure 23*).
- ii. All exposed facades shall be equally designed and articulated.
- iii. In the case of a building that is visible to the public realm from all four sides, all sides of the building shall be equally designed and articulated as a building front.
- d. Service areas shall be located away from any building side facing the intersection, and screened from visibility.
- e. Landscaping at corners of the site must comply with the Town's *Roadway Design and Construction Criteria Manual*.



Figure 22 - Building located at an intersection with two primary front facades.



Figure 23 - Example of corner treatment of commercial building.

5. Accessory Buildings

- a. Accessory buildings or structures shall be located in the rear or on the side of a primary building.
- b. Facades of accessory structures that are accessible to patrons or the general public shall be treated as building fronts and composed with openings, entries, building elements and detailing similar to those on the front of the building to which the building is accessory.
- c. Accessory structures shall be designed in a similar style and palette as the primary buildings to which they are accessory.
- d. Accessory buildings shall have the same setback as the primary building or setback a greater distance from the front of the primary building.
- e. Drive-up ATMs shall have architectural fins or overhangs to create shelter for users.

E. Commercial Site Layout Options

The following site layouts show options for how all commercial and mixed-use buildings are to be sited with relationship to the location of the public roadway and parking. They are organized in order of the Town's preferences. In order to choose a layout that is less desirable, the applicant will need to document why the more desirable layouts do not work and show other enhancements that justify the less desirable layout.

Standards:

1. Option No. 1: Building Frontage on a Public Roadway

When a building is fronting a public roadway or internal street and has parking located on the side of the building and in the rear, the primary entrance of a building shall face the public roadway, with the option for a second public entrance facing the parking lot on the side or rear (see figure 24).

2. Option No. 2: Back-to-Back Buildings Siding a Public Roadway

- A building may be oriented so that the building side fronts a public roadway (perpendicular), with an alley or service corridor in between the buildings that meets the requirements for Fire, Life and Safety codes (see figure 25).
- Building sides that face public roadways must meet the same level of architectural detailing and exterior building materials as the front of the building (see figure 26).
- Building sides shall include a corner element or roof feature that is at least 20 feet in length on the side of the building facing the public roadway with a minimum height of 25 feet or increased height for the entire length of the side parallel to the road.
- Sides of buildings facing the alley or service corridor that are screened by the other building may be permitted to follow less stringent building articulation standards.
- Buildings shall be set back on the site to align with other existing surrounding buildings near the site.

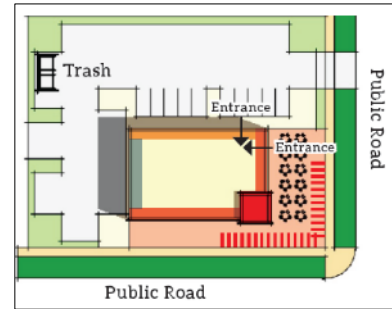


Figure 24 - Option No. 1 Site layout for a building that fronts on a public roadway.

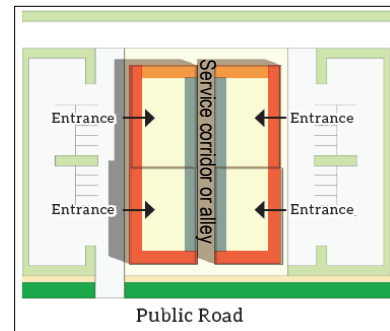


Figure 25 - Option No. 2 Site layout for back-to-back buildings siding a public roadway.



Figure 26 - Option No. 3 Birdseye view of back-to-back buildings siding a public roadway with a service corridor between. Each building is articulated with the same building elements as the building front, with storefront windows, canopies, awnings and a public entrance.

3. Option No. 3: Buildings with Parking Between

- a. Buildings may front the roadway perpendicularly, with one (1) double-loaded bay of parking located between the buildings (see figure 27).
- b. Building sides that face public roads must meet the same level of architectural detailing and exterior building materials as the building front (see figure 28).
- c. Parking lots visible from the public roadway shall be required to have enhanced screening with either landscaping (that meets the Town's Landscape Requirements in the LDO) with an opacity of 80% at one (1) year maturity, a maximum of three (3) feet in height, or screened by a decorative knee wall at a maximum height of four (4) feet.
- d. The buildings shall include a corner element or roof feature that is at least 20 feet in length on the side of the building facing the street with a minimum height of 25 feet or increased height for the entire length of the side parallel to the public roadway or internal street.
- e. Buildings shall be set back on the site to align with other existing surrounding buildings near the site.

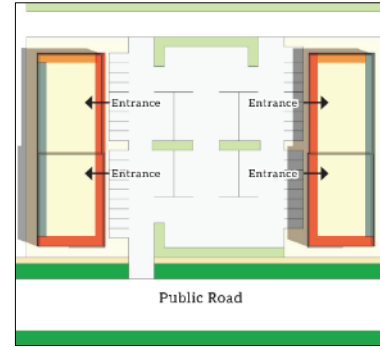


Figure 27 - Option No. 3 site layout for buildings with parking between.

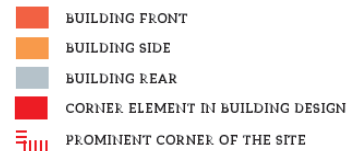


Figure 28 - Option No. 3 Birdseye view of a site with buildings with parking between that meet the Design Standards. Each building is articulated with the same building elements as the building front, with storefront windows, canopies, awnings and a public entrance.

4. Option No. 4: Building with Parking in Front and Rear

- a. The building may front a public roadway with a maximum of one (1) double-loaded bay of parking in the front with the remainder of parking in the rear; and shall follow the Standards that apply to building fronts for transparency, materials, and architectural detailing (*see figure 29*).
- b. Parking lots visible from the public roadway shall be required to have enhanced screening with either landscaping (that meets the Town's landscape requirements in the LDO) with an opacity of 80% at one (1) year maturity, a maximum of three (3) feet in height, or screened by a decorative knee wall at a maximum height of four (4) feet.
- c. The building will be required to have taller massing with a minimum height of 25 feet along the entire façade adjacent to the public roadway with the higher traffic volume. The taller massing must have a depth of at least 20 feet.
- d. Buildings shall be set back on the site to align with other existing surrounding buildings near the site.

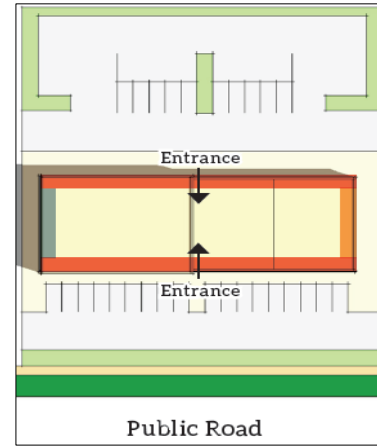
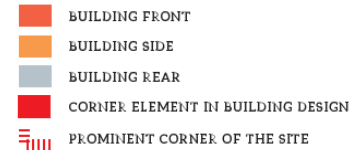


Figure 29 - Option No. 4 Building with parking in front and rear of building.



F. Commercial Buildings with Auto-Oriented Uses

Site design considerations for commercial building types programmed for auto-oriented uses shall meet all standards for commercial buildings described above. Site layout shall further consider the best placement and orientation of ancillary structures and auto-oriented functions on the site.

Intent:

The overall design of the site shall require screening techniques to limit the view of auto-oriented functions such as drive-through lanes, speaker boxes and garage bay doors from surrounding streets, the public realm and adjacent properties.

Standards:

1. Commercial Building with a Drive-Through Facility

- a. The placement of drive-through lanes and canopies, food-pick up windows, speaker box locations and other ancillary back-of-house functions along public roadways shall be located away from view of the public realm.
- b. Speaker boxes and drive-through windows shall be located on building facades that do not face public roadways or residential land uses (*see figure 30*).
- c. Where drive-through windows and facilities cannot be designed to avoid adjacency to public roadways, they shall be covered with a canopy that is integrated into the design of the building and screened with landscaping with an opacity of 80% at one (1) year maturity, a maximum of three (3) feet in height, or screened by a decorative solid wall with a maximum of four (4) feet in height.

- d. Drive-through lanes shall not be sited to restrict pedestrian access between the sidewalk and the building.
- e. Drive-through lanes shall be located so that vehicle queuing does not stack onto a public roadway or drive aisle.
- f. Drive-through lanes shall not be designed to exit vehicles directly onto a public roadway.
- g. Pedestrian walkways that cross through drive-through lanes must consist of a raised or textured crosswalk for enhanced pedestrian safety.

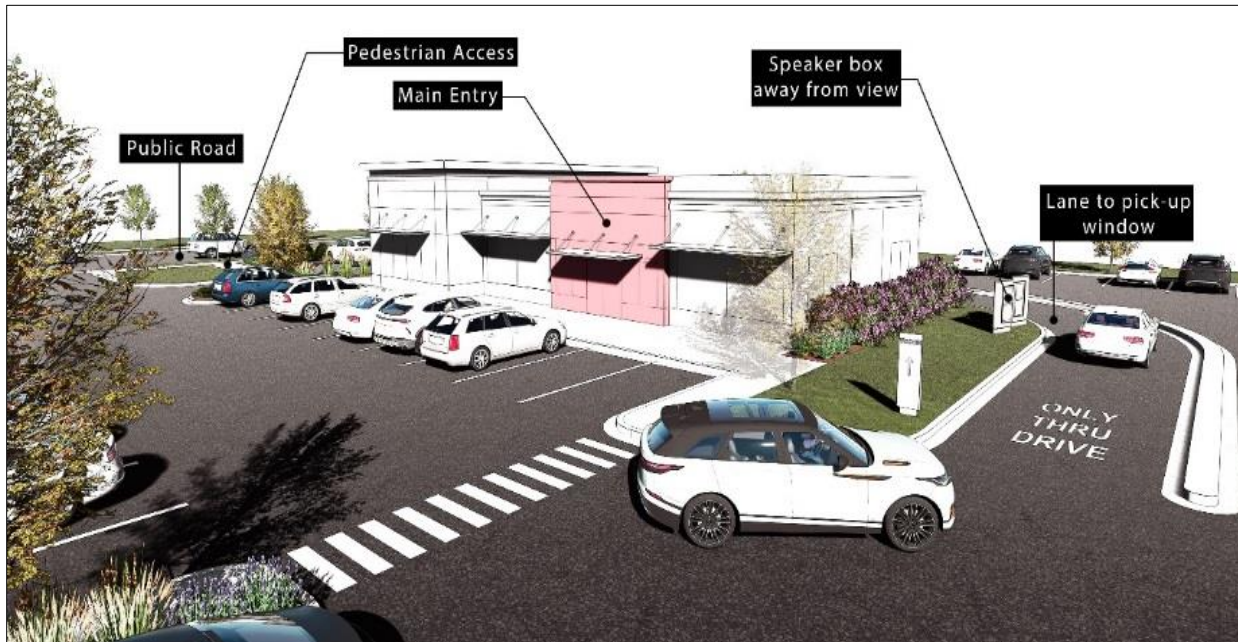


Figure 30 - Example of a commercial building with a drive-through on the site.

2. Gas Station

Intent:

Gas stations shall be designed to reinforce street edges and contribute to high quality streetscapes through a combination of site planning, well-thought out building and canopy locations, and high quality architectural design.

Standards:

- a. Locate primary buildings at or near the street line of a public roadway.
 - i. *Midblock Sites:*
 - 1) The front of a principal building shall be located at the street line of a public roadway, with the long façade (building front) along the street frontage; or
 - 2) The front of the principal building shall be located along the side lot line, with the building side fronting a public roadway along the street frontage.
 - 3) The side facing a public roadway or internal street shall contain a glazed entrance to reinforce the street edge; and high quality architectural design (*see figure 31*).



Figure 31 - Example of a gas station located mid-block.

ii. *Corner Sites:*

- 1) Corner treatments, as listed in *E. Building Orientation Requirements of Commercial Buildings*, 4. *Corner Treatment*, a – d, shall apply requiring the building to have two primary facades with one side designated as the main entrance (see figure 32).
- b. Street-facing facades shall be glazed with a transparency of a minimum of 40% fenestration to reinforce the street edge; and high-quality architectural design.
- c. Auto-oriented functions shall be located away from public roadways or residential land uses to minimize views of service/loading areas, on-site storage and parking.
- d. Canopy and gas pump locations shall be located on the site as follows:
 - i. The shorter side of a gas station canopy shall be oriented facing a public roadway.
 - ii. The longer side of the gas station canopy shall not be permitted to face a public roadway.
 - iii. Gas pumps shall be located behind or to the side of the retail building or kiosk.
 - iv. Canopies shall not be located at the corner of two public roadways or an intersection.
 - v. Canopies shall not be located adjacent to residential land uses.
- e. Parking shall be located in the rear or side of the building and a maximum of one bay of parking shall be located between the primary building entrance (building front) and the gas canopy/gas pump area.
- f. The overall site will be designed to achieve superior landscaping that contributes to high quality streetscapes and mitigates the negative impacts of vehicular functions of the site.

Guideline:

- a. The Town recommends longer sized canopies (larger than 100 feet in length) be broken down into two or more smaller sized canopies (no larger than 100 feet in length) with four (4) gas pumps per canopy.



Figure 32 - Example of gas station located at a corner with canopies that meet the Standards. Corner treatments shall apply requiring the building to have two primary facades with one side designated as the main entrance.

3. Carwash and Car Repair

- a. The retail portion of the building with the primary entrance shall be located facing the public roadway (see figure 33).
- b. Garage door bays and car wash tunnel openings shall not face or be visible from a public roadway, internal street, open space (internal or public) or adjacent residential land uses (see figure 34).
- c. In the event that the Standard 3. *Carwash and Car Repair*, b. cannot be achieved due to demonstrated site constraints, garage door bays and car wash tunnel openings shall be significantly screened and located to minimize views from public roadways, open space, and/or residential land uses to the greatest extent possible.
- d. All equipment associated with a car repair and/or a car wash with a car wash tunnel shall be contained within the building and must be screened from a public roadway and adjacent properties through building design or screening walls (see figure 35).
- e. All ancillary structures and vacuum stations shall be designed with similar material, color, and detailing as the main structure.
- f. Vacuum stations and finishing areas shall be located away from open space and residential land uses and shall be screened from view from a public roadway using enhanced landscaping with an 80% opacity and/or a screening wall.
- g. Where a building has three (3) or more sides that face multiple public roadways, garage doors may be permitted and shall be oriented in such a way as to mitigate their visibility from adjoining streetscapes and adjacent site areas; these areas may include an internal street or a public roadway. The building shall be equally articulated on all four sides and the garage door bays shall be screened from view from a public roadway using enhanced landscaping with an 80% opacity and/or a screening wall.

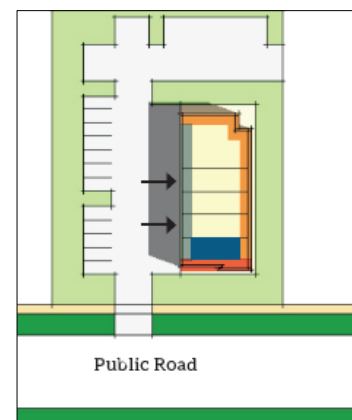


Figure 33 - Example of car repair shop with garage bays located away from view from the public roadway.

- BUILDING FRONT
- BUILDING SIDE
- BUILDING REAR
- RETAIL OR OFFICE AREA



Figure 34 - Example of a car repair building with garage bays in the rear.



Figure 35 - Example of a carwash building orientation that meets the Design Standards.

G. Vertical Mixed-Use Building

Commercial mixed-use buildings are designed to accommodate a combination of uses contained within a single structure. Retail storefronts and other commercial uses such as office space are typically located on the ground-floor of a commercial vertical mixed-use building, with residential units located on upper floors. The Design Standards in this section address the siting of mixed use buildings referenced below as vertical and horizontal mixed-use building types.

Standards:

1. Vertical Mixed-Use Building (Single Building with Multiple Tenants)
 - a. Vertical mixed-use buildings and hotel buildings shall be subject to the same building orientation standards as commercial buildings (see section E. *Building Orientation Requirements of Commercial Buildings*).
 - b. Retail uses with storefronts and/or a main entrance shall be oriented towards the street at the ground-floor level (see figures 36 and 37).
 - c. Upper floors shall be accessed through a street-level lobby inside the building that is oriented towards a public roadway (see figure 38).
 - d. Back-of-house functions of mixed-use buildings shall be located in the rear of the building and be well-screened from public view.



Figure 36 - Vertical mixed-use building in Castle Rock.



Figure 37 - Vertical mixed-use building located at a corner in Downtown Parker, with a restaurant on the ground level.



Figure 38 - Example of vertical mixed-use building located at a corner with storefronts on ground level, and residential units on upper floors.

H. Horizontal Mixed Use (Multiple Buildings on a Parcel)

Intent:

Horizontal mixed-use development integrates a mixture of commercial, retail, and in some cases residential land uses all located adjacent to each other on the same parcel. A cohesive horizontal mixed-use development will better integrate the right mix of land uses to create a sense of place for safe pedestrian movement, versus just a series of inline retail pads. Site planning for horizontal mixed uses considers the relationship between each land use, the connections between the buildings, patio/outdoor seating areas, open space, access and circulation, parking areas, and buffering where appropriate.

Standards:

1. All buildings and the primary public entrances shall be located on facades facing a public roadway or an internal street (*see figure 39*).
2. Main entries to the site shall be treated as prominent gateways, framed with buildings and enhanced with landscaping.
3. Publicly-accessible spaces (such as plazas) shall be designed with enhanced landscaping and streetscapes to encourage public interaction and spaces for outdoor seating areas (*see figure 40*).
4. Parking shall be located at the rear or side of the building, and will be screened from public view with landscaping or a decorative screening wall with a minimum of three (3) feet in height.
5. A big box building serving as an anchor to the site shall be oriented to front or side a public roadway. One double-loaded bay of parking located in front of the big box building will be permitted.
6. Buildings on the site shall have similar setbacks and building heights, and relate to each other through a cohesive architectural theme with a design that is compatible with adjacent land uses (*see figure 41*).
7. The development shall have safe pedestrian sidewalks that connect to building entrances, to parking lot areas and to an existing sidewalk or trail system (*see figure 42*).



Figure 42 - Mixed-use site with sidewalk that connects to an existing sidewalk.



Figure 39 - In-line retail buildings at the Promenade, Castle Rock facing an internal street.



Figure 40 - Publicly-accessible space with enhanced landscaping and outdoor seating.



Figure 41 - Mixed-use site along an internal street.

- BUILDING FRONT
- BUILDING SIDE
- BUILDING REAR
- PUBLICLY ACCESSIBLE SPACE





SITE DESIGN

1. Buildings fronting streets and parks
2. Sidewalks/pedestrian-oriented design
3. Internal streets with sidewalks
4. Outdoor dining space
5. Locate service canopy behind the major building and orient to the side (not facing the primary street frontage)
6. High-quality landscape design between pedestrian pathways and parking lots
7. High-quality landscape design within setback space to buffer from adjacent uses (drainage pond screened by landscaping)
8. Carwash uses are located away from the primary street frontage





SITE DESIGN

1. Buildings fronting streets
2. Sidewalks/pedestrian-oriented design
3. Internal Complete Streets with on-street parking and sidewalks
4. Street trees along internal complete street
5. Outdoor dining area
6. Parking lot located in the Rear of buildings
7. High-quality landscape buffer between sidewalks and parking lots
8. High-quality landscape within setback zone to buffer drainage pond
9. Street furniture to enhance shopping experience
10. Pedestrian scale building elements
11. Storefronts have architectural elements such as awnings, higher transparency in fenestration at the ground-floor level

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I. Building Orientation Requirements for Industrial Buildings

Industrial building types have unique physical features that differ from commercial building typologies. These features include multiple loading docks, truck courts, high ceiling heights in the interior space, showroom, office, and warehouse spaces. Industrial buildings can be designed with a combination of components such as a warehouse with office space and/or with a showroom or designed as a single or multi-tenant building. The Design Standards in this section apply to the site design of industrial developments by building type.

Intent:

Single-tenant industrial buildings with an office, warehouse, and showroom components will be designed to create a visually pleasing public frontage, safe site circulation patterns, well-defined access points and pedestrian walkability.

Standards:

1. Single-Tenant Building

- a. The building front shall be oriented to a public roadway.
- b. The office, showroom or other publicly accessible portions of the building shall be located or oriented in the building so as to be highly visible from a public roadway or the public realm (*see figure 43*).
- c. A building located on a corner site shall be oriented to address both street frontages, and shall have enhanced landscaping and architectural design features such as street-facing windows and doors.
- d. Buildings shall be oriented so that service functions are hidden from public view and are well-screened by landscaping or a screening wall.
- e. Warehouses shall be located to the side or rear of the building to minimize the visual impacts of warehousing/distribution activities, vehicle maneuvering areas and back-of-house functions from the pedestrian and visitor experience (*see figure 44*).
- f. Overhead door bays for any back-of-house operations (such as loading large merchandise for display inside of the building) shall be located in the rear or side of the building away from public view and well-screened.
- g. In the event this cannot be achieved, service or garage bays shall be located on the site away from public roadways, open space, and/or residential land uses to minimize visibility. Screening walls shall be required.



Figure 43 - Single-tenant industrial building with offices fronting a public roadway.



Figure 44 - Multi-tenant industrial building with the warehouse portion located in rear of the building.

2. Multi-Tenant and Flex Office Building

- a. The building front shall create an activated street presence and front a public roadway.
- b. The office, showroom or other publicly accessible portions of the building shall be located or oriented in the building so as to be highly visible from a public roadway or the public realm (*see figure 45*).
- c. Overhead door bays shall be located in the rear or side of the building away from view of the public realm and well-screened. An industrial building located on a corner site shall be oriented to address both street frontages, and shall have enhanced landscaping and other

design features to enhance the corners of the building. Locate the warehouse portion of the building to the rear of the building to minimize the visual impacts of warehousing/distribution activities, vehicle maneuvering areas, and back-of-house functions on the pedestrian and visitor experience (see figure 46).



Figure 45 - Example of single-tenant light industrial building with warehouse and loading docks located on the rear of the building with proper screening from the public realm.

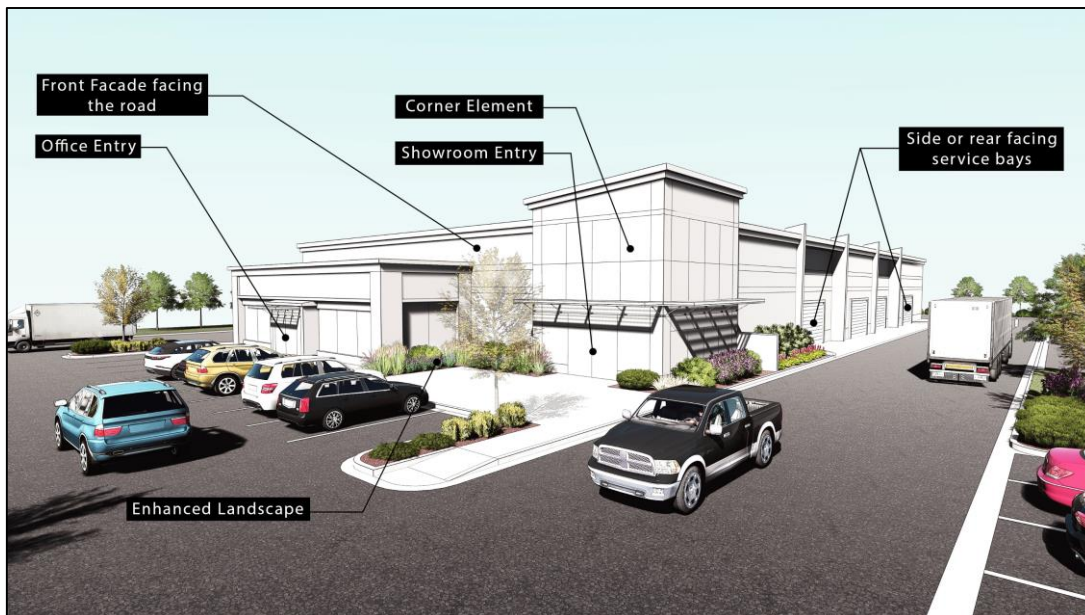


Figure 46 - Example of multi-tenant/flex building with parking in front, and warehouse/loading docks located in rear of the building.

J. Industrial Site Layout Options for Industrial Buildings

The following site layouts show options for how industrial buildings are to be sited with relationship to the location of the public roadway and parking. They are organized in order of the Town's preferences. There are two preferred site layouts and one permitted site layout. In order to choose the permitted layout, the applicant will need to document why the more desirable layouts do not work.

1. Option No. 1 (Preferred)

This alternative shall apply to industrial buildings (with and/or without) a showroom or office component:

- If the building has a showroom or office, the showroom or office shall be located at the front of the building facing the public roadway.
- A maximum of one (1) double-loaded bay of parking for visitors and employees shall be permitted in front of the building, between the building and the public roadway (*see figure 47*).
- The remainder of the parking shall be located on the side or rear of the building away from open space, parks, or view of the public realm.
- All service and loading functions shall be located in the side or rear of the building and screened from the view of the public realm.
- Loading areas for corner lots shall be located in the rear yard only.

2. Option 2 (Preferred)

- The building shall be set back to create a courtyard or publicly accessible space in front of the building (*see figure 48*).
- Showroom or office shall be located at the front of the building, facing the public roadway.
- All service and loading functions shall be located in the side or rear of the building and screened from view of the public realm.
- Loading areas for corner lots shall be located in the rear yard only.

3. Option 3 (Permitted)

- Building sides may face the public roadway with a shared service court between (*see figure 49*).
- Parking shall be located on the side or rear of the building, away from a public roadway, open space, parks, or view of the public realm.
- The service court along the public roadway shall be screened through the use of an architectural wall or landscaping.
- Loading areas for corner lots shall be located in the rear yard only.

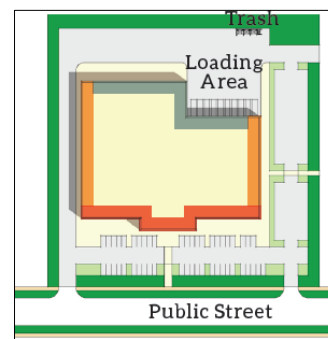


Figure 47 - Option No. 1: Preferred Site Layout (building front is facing public roadway).

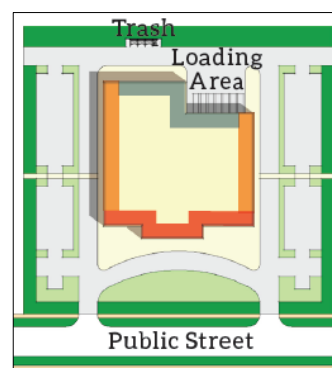


Figure 48 - Option No. 2: Preferred Site Layout (building front is facing a public roadway, with a court or publicly-accessible space in front).

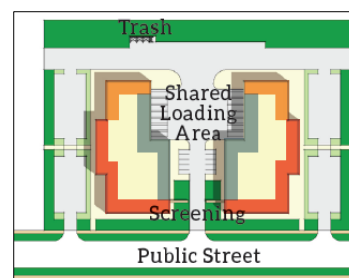


Figure 49 - Option No. 3: Permitted Site Layout (building side is facing the public roadway, with shared service court).



K. Transitions Between Land Uses

Intent:

Future commercial, industrial, and mixed-use developments shall give careful consideration to the design and transition between existing and new developments, possible conflicts between scale and use, and create a human-scale environment that facilitates a continuous urban and suburban fabric.

Standards:

1. New commercial and industrial buildings, with a building height of less than 35 feet, that are located adjacent to existing residential development, mixed-use with residential development, or residentially zoned property must have a setback from the shared property line of at least:
 - a. 25 feet with landscaping that includes one (1) tree and five (5) shrubs per every 1,000 square feet of landscape area. This setback distance may be reduced when the uses are designed and integrated as a part of a mixed-use center within the Greater Downtown District or with enhanced landscaping as outlined below (*see figure 50*).
 - i. Setback may be reduced to 20-feet with the inclusion of a minimum two foot (2') tall berm and two (2) trees and five (5) shrubs per every 1,000 square feet of landscape area.
 - ii. Setback may be reduced to 15-feet with the inclusion of a minimum six feet (6') tall solid wall and two (2) trees and five (5) shrubs per every 1,000 square feet of landscape area.

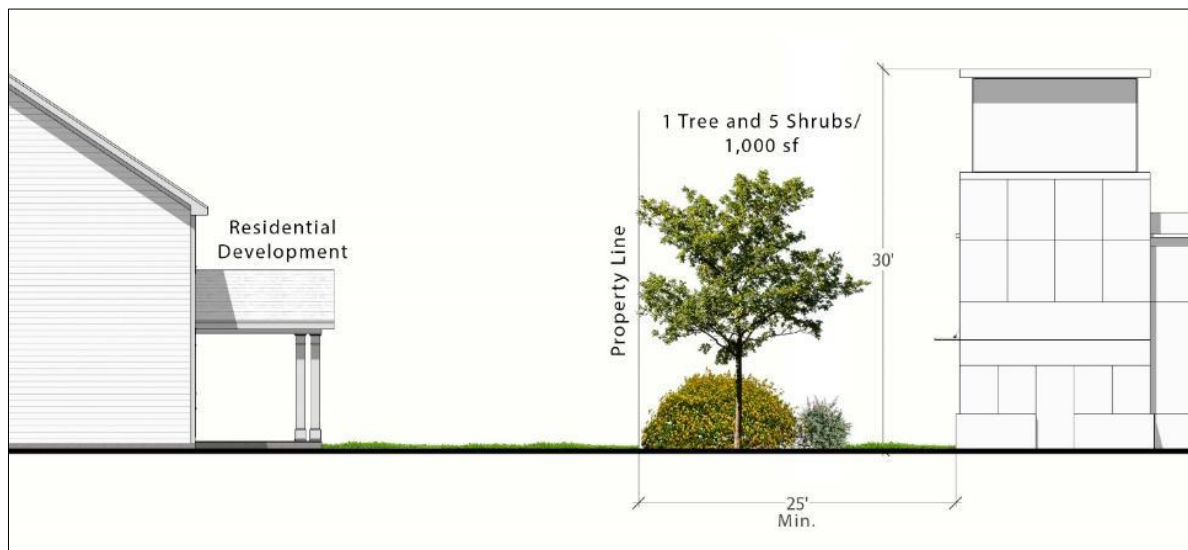


Figure 50 - Building transitions for commercial buildings 35 feet or less in height that are adjacent to residential development.

2. New commercial and industrial buildings, with a building height of more than 35 feet, that are located adjacent to existing residential development or residentially zoned property must have a setback from the shared property line of at least (*see figure 51*):
 - a. One (1)-foot setback for every foot of building height with landscaping that includes one (1) tree and five (5) shrubs per every 1,000 square feet of landscape area. This distance may be reduced when the uses are designed and integrated as a part of a mixed-use center within the Greater Downtown District or with enhanced landscaping as outlined below.

- b. Setback may be reduced by 5-feet with the inclusion of a minimum two (2) foot tall berm and two (2) trees and five (5) shrubs per every 1,000 square feet of landscape area.
- c. Setback may be reduced by 10-feet with the inclusion of a minimum six (6) foot tall solid wall and two (2) trees and five (5) shrubs per every 1,000 square feet of landscape area.

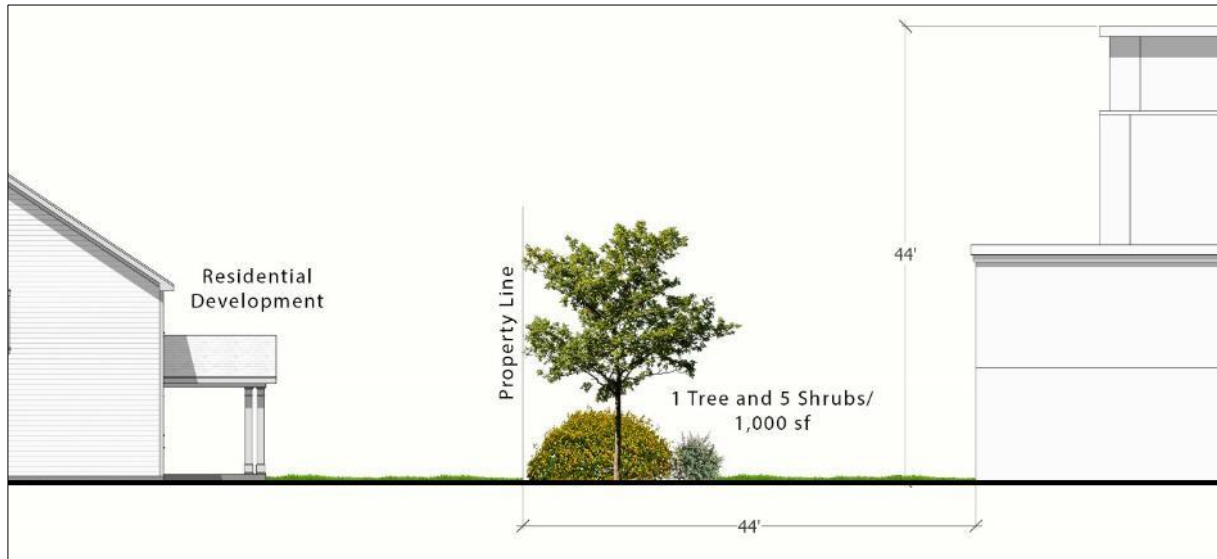


Figure 51 - Building transitions for commercial buildings 35 feet or more in height that are adjacent to residential development.

3. Service functions (drive-through, garage doors, loading, and servicing) must be located a minimum of 40 feet from existing and zoned residential uses, and designed with a significant landscape buffer or solid wall for screening. If a solid wall is utilized for screening, landscape shall be included adjacent to the wall to soften the appearance of the wall and enhance the aesthetics of the area (see figure 52).

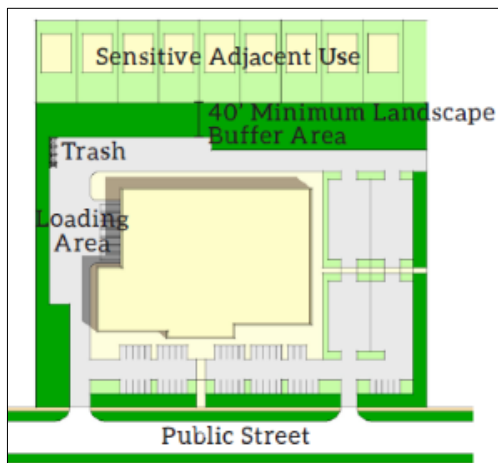


Figure 52 - Example of a commercial or industrial building service functions adjacent to a residential land use.

L. Access, Circulation and Parking

Site design considers safe pedestrian and vehicular circulation patterns of the site, in addition to building functionality and aesthetics. Site layout for commercial developments will address access into the site from a public roadway, safe pedestrian movement and parking considerations.

Well-planned pedestrian and vehicular circulation patterns for industrial developments responds to safe, efficient vehicle navigation for large truck traffic, loading functions, and parking considerations that address visitor, employee, and truck parking areas. These Design Standards address access, circulation, parking, and commercial development block layout of commercial and industrial sites.

Standards:

1. Commercial Development Block Layout

- a. To create a pedestrian-friendly environment and contribute to a walkable community, a commercial or industrial development parcel will be broken down into smaller commercial development blocks designed to connect the site to the existing street network to facilitate walking and bicycling between uses and to public areas (*see figure 53*).
- b. Commercial development block layout shall be based on general block dimensions, land use, site context, existing street and pedestrian connectivity and building typologies.
- c. A commercial development block shall break down a large-size parcel into developable lots with multiple access points, and provide street connectivity to public roadways and off-street parking.
- d. When laying out new streets or internal access drives to create blocks, development shall consider natural site features such as large trees or tree groves, floodplain, drainage ways and topographic conditions of the site.
- e. Building frontages and primary access to the site shall be maximized around the site parameters of commercial development blocks to create active street fronts and pedestrian walkability (*see figure 54*).
- f. Align new streets and connections into a site to create blocks that are compatible with the existing size, scale, and orientation of existing blocks in the area.
- g. The maximum block size shall not exceed 1,000 feet in length and width.
- h. Create pedestrian-friendly blocks by using paseos and pathways to further breakdown blocks to sizes ranging between 300 and 500 feet.

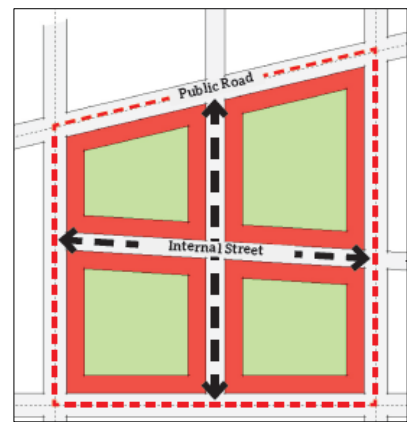


Figure 53 - Breaking down a large size parcel into developable lots with multiple access points.

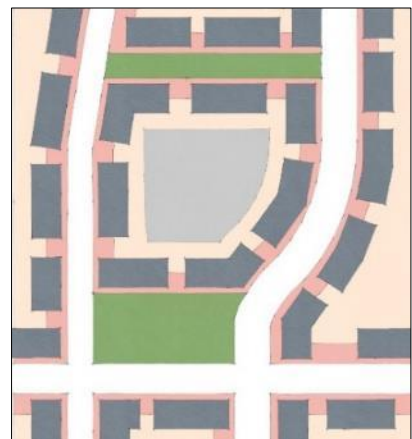


Figure 54 - Orient building frontages around the site parameters of the site to create active street fronts and pedestrian walkability.



Figure 55 - Example of commercial development blocks organized with internal streets and access within a horizontal mixed-use development.

2. Internal Access and Streets

- a. Design internal access drive aisles and streets to be safe and clearly defined.
- b. Accommodate pedestrian and bicycle movement to entrances with detached sidewalks, street trees, landscape edges and parallel or head-in parking spaces where appropriate.
- c. Sites shall connect internal access drive aisles or streets and sidewalks to public roadways.
- d. Internal access to commercial developments shall provide visually clear entry points using signage, or enhanced landscape features into the site from adjacent public roadways.
- e. Internal access drives and streets shall create pedestrian paths that respond to pedestrian and bicyclist needs to directly access the building from the internal access system.
- f. Internal access drives shall provide attractive public realm and streetscape environments, and provide wider landscape entry treatments or be framed by buildings (*see figure 55*).
- g. Internal Street Standards shall include all of the following:
 - i. Parallel parking along internal streets, where appropriate.
 - ii. A minimum five (5)-foot wide detached sidewalk shall be located behind the tree lawn or the curb.
 - iii. Where internal streets are adjacent to internal parking lots, an eight (8)-foot wide landscape buffer strip shall be provided to screen the parking lot areas (*see figure 56*).

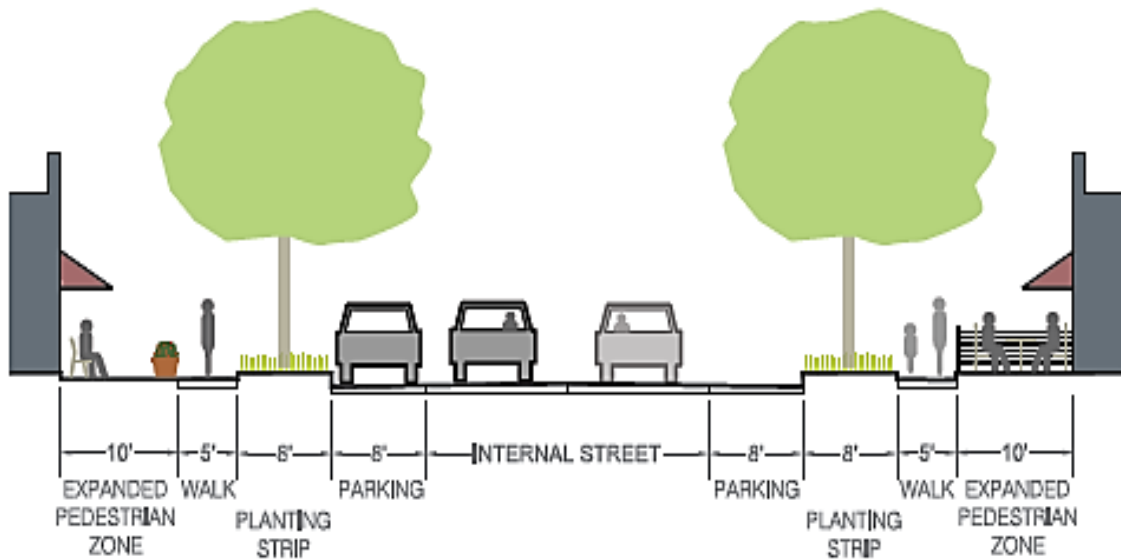


Figure 56 - Internal street frontage section.

3. Parking Lot Design

Intent:

Parking areas for commercial, industrial, and mixed use developments shall not be the main focal point of the site layout. Parking areas will be designed to be located in areas away from public roadways, open space and will be located behind or to the side of a building.

Standards:

- a. Commercial and Mixed-Use Parking:
 - i. Off-street parking shall be located behind the building, but may also be permitted between the building and a public or internal roadway if enhanced parking screening treatments are provided (see Section F. *Commercial Site Layout Options* for the *Town Preferred Site Layouts* that address parking lot locations).
 - ii. Parking lots shall have a designated center walkway that is bordered by landscape on both sides and connects to the primary building entrance point (see figure 57).
 - iii. A ten (10)-foot landscape buffer to include, but not be limited to, a minimum three (3)-foot tall landscape hedge or low masonry wall matching the character of the adjacent architecture shall be required when parking lots abut public open space and trails (see figure 58).

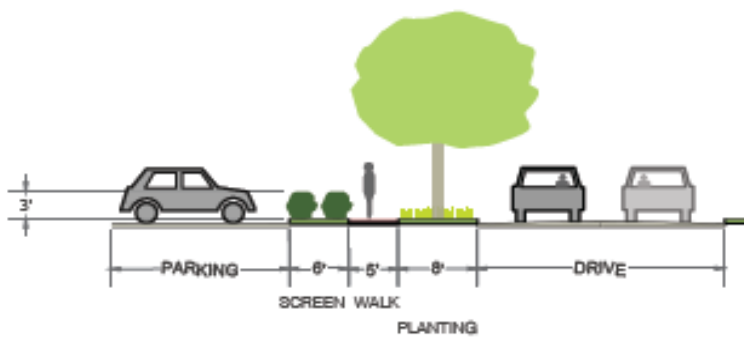


Figure 57 - Example (cross-section and photo) of parking lot screening design option using enhanced landscaping for screening.

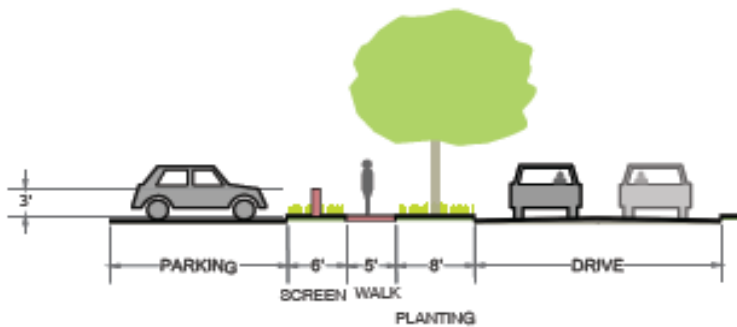


Figure 58 - Example (cross-section and photo) of parking lot screening design option using a fence for screening.

b. Industrial Parking:

- i. Industrial developments shall provide designated visitor/employee parking, and truck/trailer parking areas on the site.
- ii. A maximum of one (1) bay of parking shall be permitted in front of the industrial building for visitor or employee parking, between the building and the public roadway. The remainder of the parking shall be located on the side or rear of the building, with adequate screening from a public roadway, open space, parks, and view of the public realm.
- iii. Locate all truck/trailer parking areas to the side or rear of the building.

c. Exterior Light Fixtures:

- i. The style of all exterior light fixtures (for example pole mounted and outdoor wall light fixtures) must be complementary and tie into the overall building and site design to ensure a cohesive site layout (*see figure 59*).
 - a. Design exterior lighting to fully complement the architectural design of the building using consistent style, scale, and color.
 - b. Parking lot light fixtures shall not consist of more than two distinct styles.
- ii. For safe access from a parking lot, provide pedestrian-scaled light fixtures along sidewalks and/or pedestrian walkways throughout the site.



Figure 59 -Exterior light fixtures (both pole mounted and wall mounted) complement the overall site and aid in providing safe access for pedestrians.

M. Service, Storage and Display

Site design of commercial, industrial and mixed-use development shall effectively mitigate the visual and physical presence of back-of-house functions, loading and service, trash/dumpsters, utilities, and storage elements, while providing sufficient and functional service area use and access. Screening shall be used to minimize any noise or odor impacts associated with service areas.

Intent:

Commercial, industrial, and mixed-use outdoor storage and display items (such as equipment, motor vehicles, tractors, hot tubs and swim spas, retail merchandise, and other types of non-hazardous equipment and/or materials) shall be integrated into the site to minimize visual impacts.

Standards:

1. Outdoor Storage Areas

- a. Storage shall be located in the rear or on the side of buildings and shall be well-screened. Outdoor storage areas shall be arranged on the site, and screened aesthetically to minimize visual impacts from public roadways, open spaces, and access points to the site (*see figure 60*).
- b. Storage shall be fully screened and enclosed by:
 - i. A solid wall or solid fence a minimum of six (6) feet tall or the height of the material being stored, whichever is taller, not to exceed eight (8) feet for commercial development, and twelve (12) feet for industrial development (*see figure 61*).
 - ii. A landscape buffer that is a minimum of six (6) feet wide on the outside of the wall.
- c. Outdoor storage areas shall not encroach into the public realm areas that are meant for pedestrian or vehicular access.
- d. Chain-link fencing (either slatted or not) is not permitted on any commercial, industrial, or mixed-use site.

2. Outdoor Display Areas

- a. Outdoor display areas shall not encroach into public realm areas that are meant for pedestrian or vehicular access, and shall prioritize pedestrian, bicycle, and vehicular paths to ensure that the outdoor display does not impede movement (*see figure 62*).
- b. An outdoor display area shall be no longer than 50% of any single building facade.
- c. Outdoor displays are not permitted on any site landscaped areas or located next to any public roadways.



Figure 60 - Well-screened trash enclosure.



Figure 61 - Well-screened outdoor storage area with a solid fence/wall.

IX. Utilities

Intent:

Locate utility equipment (such as pedestals and utility boxes) away from the public realm to prevent detracting from the pedestrian-friendly environment of the development.

Standards:

1. All utilities, both free-standing and attached to buildings shall be screened from view of the public realm and shall be screened by elements like planting or fencing that provides year-round screening (*see figure 63*).
2. Utilities attached to the building shall be painted to match the building façade.
3. Utilities attached to the building shall be located on the side or rear to the greatest extent possible.



Figure 62 - Attractive outdoor display areas for merchandise.



Figure 63 - Landscape-screened utility boxes attached to a building.

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X. Building Design Standards

The Standards in this section focus on the design of commercial, industrial, and mixed-use buildings that will be high-quality, well-scaled, appropriate for their contexts, relative to human scale, sustainable and durable over time. The Building Design Standards include requirements for six (6) components of building design: *building type, building composition, form and massing, building elements, material and color palettes, and renovations and additions.*

A. Commercial and Mixed-Use Building Composition

Designing commercial and mixed use buildings will consider the existing architectural context of the surrounding built environment, articulation and modulation of building massing, and utilize pedestrian-scaled architectural detailing. The overall building composition will have visual balance to enhance the appearance at the street level and to create visual interest when the building is viewed from a distance.

Intent:

Organize the basic elements of a building such as walls and openings, to create a recognizable rhythm, increase visual interest and create a pedestrian-friendly environment at the street level.

Standards:

1. Bays

- a. The proportion of openings or other architectural elements shall be consistent throughout the building composition to create balanced building facades.
- b. The pattern of bays, walls, and openings shall be expressed on front and side building facades.
- c. For multi-story buildings, centerlines of openings shall be organized to align at each floor with the centerlines of the vertical building bays (see figure 64).
- d. When screened by another building or not visible from any public roadways or internal streets, rear facades may use simplified articulation of the same materials and patterns used on the front and side elevations of the building.

2. Fenestration

- a. To activate the street and create visual interest, arrange windows and other openings with transparent features to include clear glazing on each façade of the building. Faux windows and spandrel glass are not permitted.
- b. The amount of fenestration for a commercial building is described as a percentage of the ground-floor level façade starting at ground-level measured between two (2) feet to eight (8) feet.
- c. Transparency shall be greatest at the ground level for buildings with ground-floor storefronts. Transparency shall be based as follows:

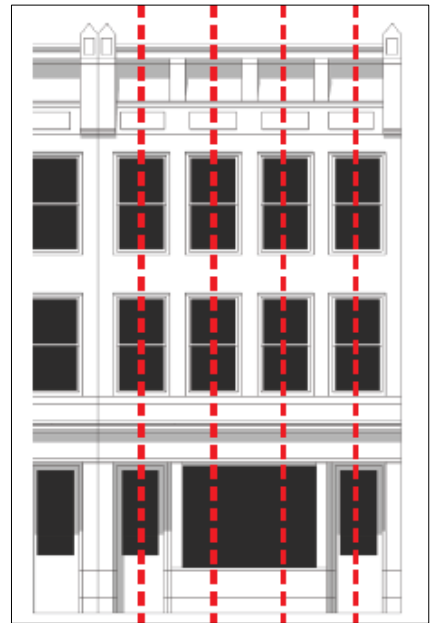


Figure 64 – Centerline openings aligned in bays.

- i. **Commercial buildings 100 feet in length or less:** Building fronts facing a public roadway or open space shall be subject to a transparency minimum of:
 - 1) Ground floor level transparency shall be a minimum of 40% measured as a percentage of glazing in the base of the building, for building fronts (see figure 65); and
 - 2) Ground floor level transparency shall be a minimum of 25% measured as a percentage of glazing in the base of the building, for a building side (see figure 66).



Figure 65 - Example of 40% window transparency for building fronting a public roadway



Figure 66 - Example of 25% window transparency for building facing a side street or parking lot.

- ii. **Commercial buildings 100 feet in length or more:** Building fronts facing a public roadway or open space shall be subject to a transparency requirement of:
 - 1) Ground floor level transparency shall be a minimum of 30% measured as a percentage of glazing in the base of the building, for building fronts (see figure 67); and
 - 2) Ground floor level transparency shall be a minimum of 25% measured as a percentage of glazing in the base of the building, for a building side.
- d. Mirrored, reflective, dark-tinted, or spandrel (frosted) glass/glazing is not permitted.
- e. Faux windows are not permitted on any building façade.

Guideline:

- a. High-quality operational glass-paneled overhead/garage doors may be incorporated into the building design to encourage the opening of interior spaces onto sidewalks, outdoor patios, and terraces.

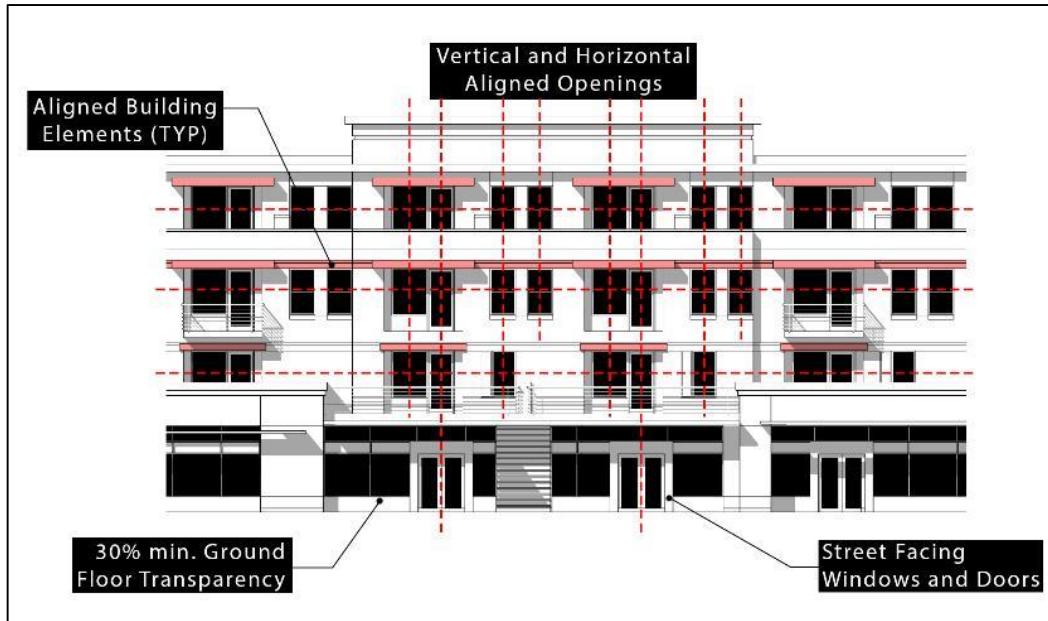


Figure 67 - Example of 30% window transparency on a mixed-use building facing a public roadway

3. Form and Massing

Building articulation and modulation for commercial, industrial, and mixed-use buildings help to create a balanced building design. The intent of these Design Standards is to seek solutions for breaking down building form and mass using techniques in the design of a variety of architectural styles.

Intent:

Create an aesthetically pleasing building form, and articulate the building in a way that will allow people to relate to the scale of the building. The massing of a building (the building's height, width, and shape) shall positively contribute to the surrounding environment, existing architectural context and public realm. Materials shall be applied in a balanced and high quality manner that breaks the building mass down horizontally and vertically.

Standards:

- a. Breaking Massing Down Horizontally:
 - i. Building mass shall be reduced through a variation in wall planes, wall surfaces, fenestration and height to achieve a pedestrian-scaled building design (*see figure 68*).
 - ii. Integrate varied roof lines, modulated building heights, stepbacks, or innovative architectural detailing.
 - iii. Use different textures, colors, materials, and distinctive architectural treatments in the building design that add visual interest while avoiding dull and repetitive façades.



Figure 68 - Commercial building with horizontal massing reduction through varied wall planes and fenestration.

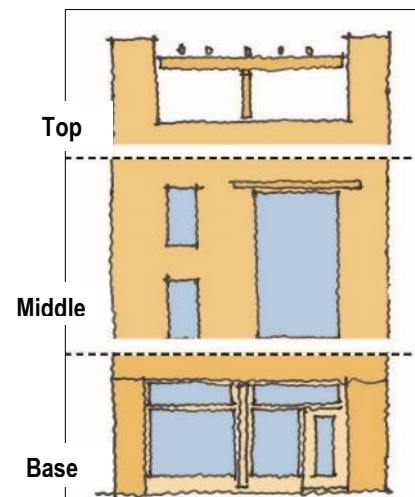


Figure 69 - Illustration of a building with distinct top, middle, and base massing.

- iv. All commercial and mixed-use buildings shall be organized with a visual top, middle, and base as follows (*see figure 69*):
- 1) **Building Base:** The building shall be defined by the use of materials that are heavier and sturdier at the base of the building such as stone, brick or masonry and shall be applied to all facades.
 - 2) **Building Middle:** The middle portion of the building shall connect the base and top together and shall be the majority of the building height. Approaches must include all of the following:
 - a) Visibly apparent material change
 - b) String courses (horizontal banding)
 - c) Stepbacks, recesses or protrusions
 - 3) **Building Top:** The top portion of the building shall include distinctive roof features or lines integral to the overall design of the building.

Guideline:

1. A variation of the requirement for a distinctive top, middle, and base will be permitted in the composition of the building to achieve a particular architectural style. The building design should be balanced and the base will include strong pedestrian-scale design elements (*see figure 70*).



Figure 70 - The PACE Center building composition exhibits a variation in the top, middle and base requirement for horizontal massing breakdown, which meets the Design Standards. (Photo by: John Ott)

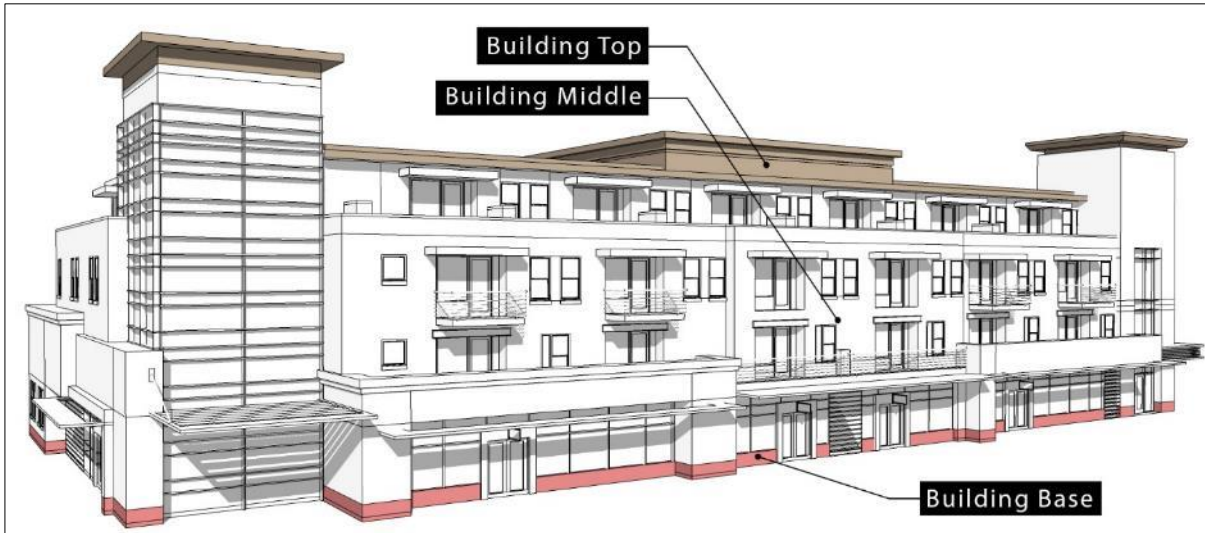


Figure 71 - Vertical mixed-use building with storefronts that front directly on the sidewalk.

- b. Breaking Massing Down Vertically:
 - i. Create regular intervals of vertical elements of the building composition to visually tie the base of a building to its top.
 - ii. Identifiable vertical breaks of the building's massing shall require three (3) of the following:
 - 1) A change in recesses, protrusions, or changes in the plane of the facade of the building sufficient to create a visible shadow line (*see figure 71*).
 - 2) A significant break in the eave line or roof form
 - 3) A change in facade material or color
 - iii. The frequency of vertical massing breaks for commercial buildings are required to be one of the following (*see figure 72*):
 - 1) Buildings less than 100 feet in length shall require a vertical massing break at a distance of 25 feet to front and side building facades.
 - 2) Stepbacks shall be increased based on the massing or architecture of the building and shall be a minimum of 12 inches in horizontal distance.

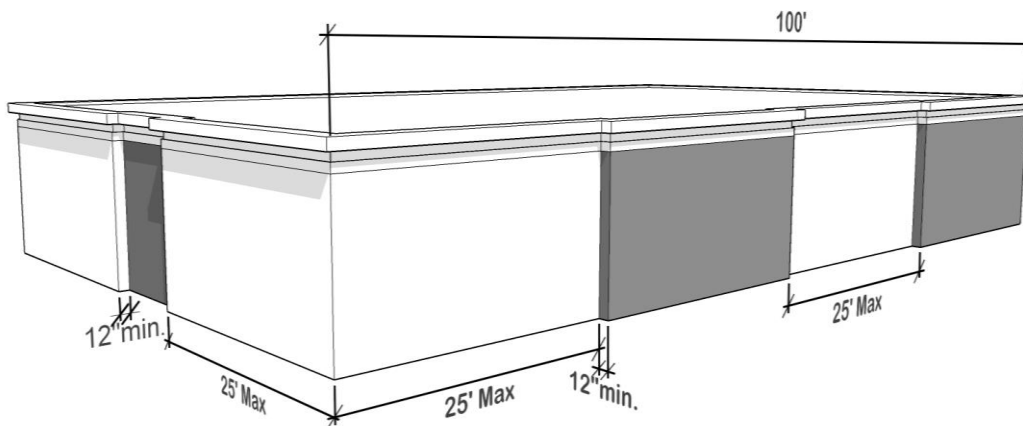


Figure 72 - Example of vertical massing breaks using change in wall plane for a building less than 100 feet in length.

- 3) Buildings over 100 feet in length shall require a vertical massing break at a distance of 25 feet to 50 feet to front and side facades (*see figure 73*).
- 4) Stepbacks shall be increased based on the massing or architecture of the building and shall be a minimum of 24 inches in horizontal distance.
- 5) Vertical massing breaks at tenant party walls for multi-tenant buildings.

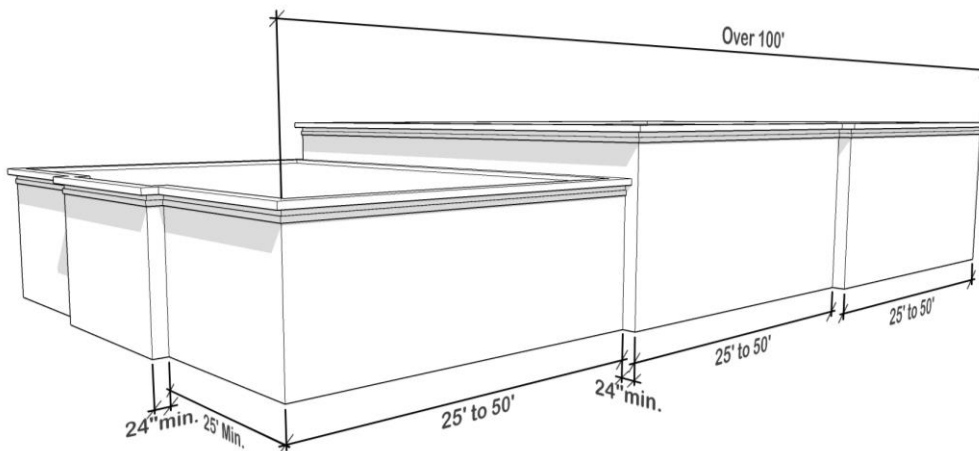


Figure 73 - Example of vertical massing breaks using change in wall plane for a building more than 100 feet in length.

c. Roof Forms:

- i. The building roof form shall be used to break down the building massing vertically, through the roof pitch and roof type characteristic to a specific architectural style.
- ii. Reinforce the overall objective of breaking down building massing vertically by expressing breaks and varying the roof forms (*see figure 74*).
- iii. A pitched roof, gable, overhangs, a flat roof with parapets and other roof forms shall be provided to clearly articulate the top of the building.
- iv. Roof forms shall be integral to the massing of the building.
- v. Acceptable roof forms are: pitched, gable, cross gable, shed, butterfly, flat, and hipped roof types.
- vi. Key elements, such as entries, towers, dormers, and corner elements shall have roof forms that add to the diversity of the building design.
- vii. Eave lines shall be continuous with a break in the eave line to reflect a change in massing, bay rhythm, tenant walls or to indicate a primary entry into a building.
- viii. Eave lines must overhang the building a minimum of 12 inches to provide visual interest in the building design. Larger overhangs shall be considered when conducive to the architectural style or for use in providing enhanced solar shading (*see figure 75*).

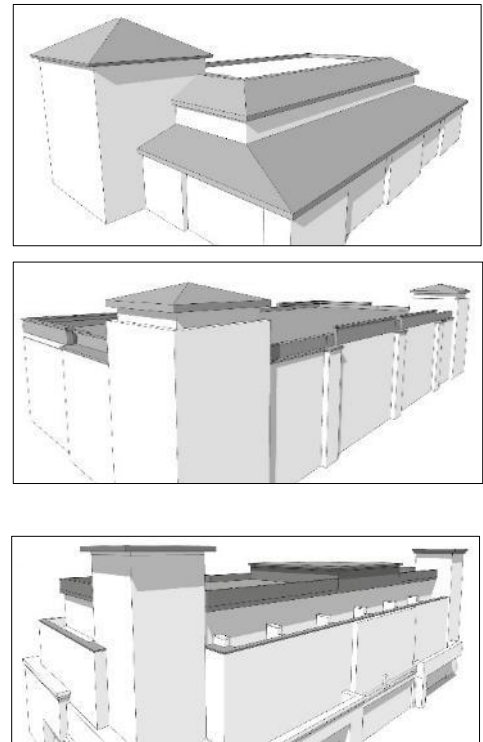


Figure 74 - Examples of varying roof forms to break down building massing.

d. Cornices and Parapet Walls:

- i. Articulation and detailing is required where the roof meets the wall using cornices, eaves, or rakes as detailing. Moldings, brackets, exposed rafters of at least twelve (12) inches and finials shall be used to give the roof/cornice proper visual weight and proportion to the building (see figure 76).
- ii. Parapets shall include breaks and variation in height and form and shall be aligned with the vertical breaks in building walls and/or tenant walls.
- iii. Buildings with flat roofs sloped 1-in-12 or less shall have parapet walls along all facades to conceal all sides of the roof.



Figure 75 - Example of a large eave overhang.

e. Corner Treatments:

- i. The portions of a building located at a corner or intersection shall be designed with greater building massing, high quality architectural design using prominent building elements to frame the intersection in which the building is fronting (See figure 77).
- ii. Building articulation shall wrap around the corner of the building and serve as an architectural focal point. Use architectural detailing such as: towers, domes, hipped or pitched roofs (see figure 78).
- iii. Buildings located at intersections shall include a plaza, courtyard or similar public space to create attractive and active outdoor public spaces with enhanced landscaping.

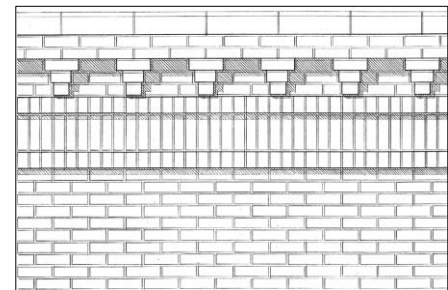


Figure 76 - Example of parapet or cornice with brick detailing.



Figure 78 - Example of commercial development located at an intersection with the application of corner treatments articulated with building elements that include canopies, awnings, a tower, and storefront windows that meet the design standards.



Figure 77 - Commercial building located at the corner of the intersection with prominent building elements.

B. Approaches to Composition

Intent:

Encourage diversity in the design of buildings and streetscapes that facilitate walking and pedestrian activity. The following options for building composition are appropriate and meet the Design Standards.

Standards:

1. Option 1 - Composing a Building as a Single Design

- a. This approach shall be applied to a single building composed as a single design:
 - i. Use a consistent material and color palette across the building.
 - ii. Ensure that massing is broken down vertically and horizontally with pronounced breaks and variation in the roof forms (reference *II. Building Design Standards, A. Commercial and Mixed-Use Building Composition, 3. Form and Massing*).
 - iii. Building design and architectural style shall be compatible and complementary, and consider the context of the surrounding buildings and environment (*see figure 79*).
 - iv. Emphasize corners through the use of special roof and architectural forms (such as towers, domes, hipped or pitched roofs).

2. Option 2 - Composing a Building as Multiple Buildings

This approach should generally be applied to a single building that is made to look like multiple buildings within the site:

- a. Where appropriate, design the building to appear like multiple small buildings adjacent to one another to create visual interest.
- b. Use different material and color palettes to emphasize the appearance of smaller buildings built next to one another (*see figure 80*).
- c. Emphasize corners through the use of special roof and architectural forms (such as towers, domes, hipped or pitched roofs).
- d. Building design and architectural style shall be compatible and complementary, and consider the context of the surrounding buildings and environment.



Figure 79 - Example of Option 1: In-line retail building composed as a single design.



Figure 80 - Example of Option 2: In-line retail building composed as multiple buildings with varying rooflines.

C. Building Elements for Commercial and Mixed-Use Buildings

Intent:

Break the scale of buildings down to pedestrian scale to provide visual interest at the street level and create rhythm along the building to reinforce the composition of the building.

Standards:

1. Front and Side Facades

- a. All front and side building facades that face a public roadway shall include a minimum of two (2) of the following building elements (*see figures 81 and 82*):
 - i. Awnings
 - ii. Canopies
 - iii. Arcades
 - iv. Galleries
 - v. Tower elements
 - vi. Prominent roof feature

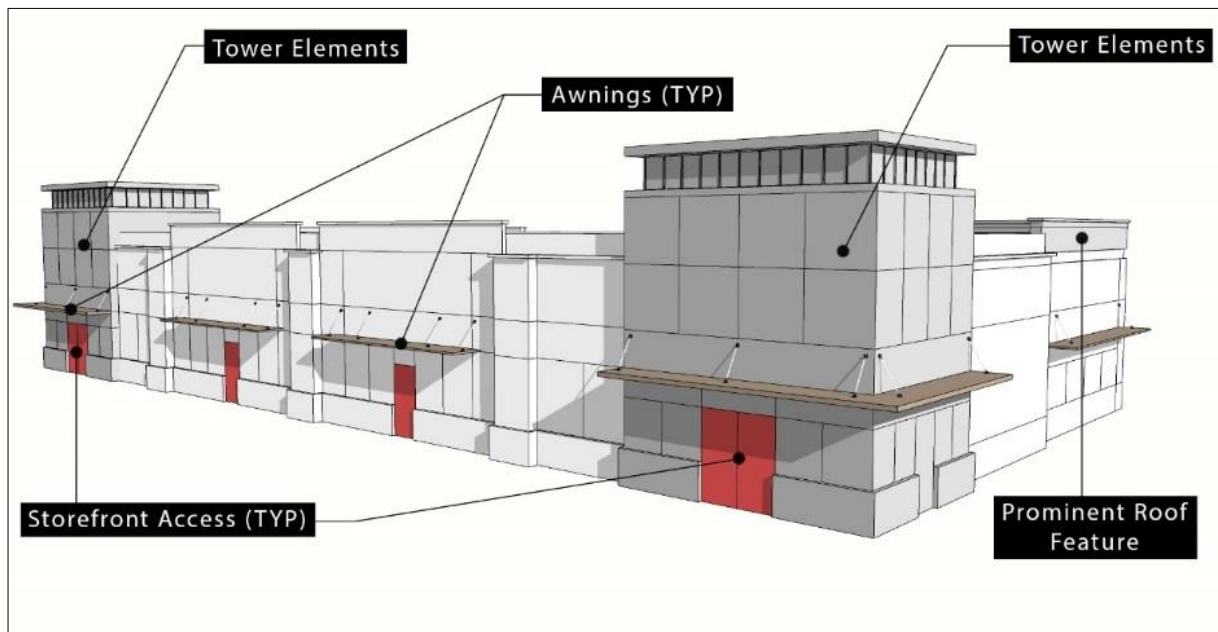


Figure 81 - Front and side facades of the building with tower elements, awnings, storefront access, and prominent roof features.



Figure 82 - Prominent restaurant entrance that has been articulated with awnings, a canopy and a tower feature.

2. Entrance

- a. An entrance shall be designed with a highly transparent storefront that is welcoming, visually interesting, and accessible to create an active pedestrian environment and inviting streetscape. See section VII. *Building Design Standards, A. Commercial and Mixed Use Building Composition, 2. Fenestration (a – e)* for fenestration requirements.
- b. A primary customer entrance on the front of the building is required for each ground floor tenant.
- c. Each entrance shall have a weather-protection covering with an awning, overhang or canopy.
- d. Entrances shall be articulated architecturally by (see figure 83):
 - i. Vertical breaks in the massing
 - ii. Breaks in eave lines and roof forms
 - iii. Awnings
 - iv. Canopies
 - v. Arcades



Figure 83 - Entrances that front onto a sidewalk with awnings.

3. Storefront

- a. Storefronts shall front directly onto the sidewalk or terrace level of commercial and mixed-use buildings.
- b. Storefront openings shall be set within bays that are clearly defined by the building's masonry base and/or architectural structure.
- c. Multiple storefronts within the same building shall be visually compatible in terms of scale, alignment, and their relationship to the building as a whole.
- d. Storefronts shall maintain a regular rhythm.
- e. Individual storefronts shall be distinguished by a minimum three (3) of the following list of design features at the ground level (see figure 84):
 - i. Lighting fixtures (full-cut off)
 - ii. Bulkheads
 - iii. String courses
 - iv. Piers or pilasters
 - v. Storefront cornice
 - vi. Tile work
 - vii. Masonry
 - viii. Awnings
 - ix. Transom windows
- f. Faux windows (backlit or not) are not permitted on any building façade.



Figure 84 - Example of a storefront with three design features: full-cut off lighting fixtures, awnings, and masonry.

Guidelines:

1. Development sites located within the Greater Downtown District's Historic Center shall have storefronts designed with kick plates at the base, clerestory windows above and a recessed entry.

D. Auto-Oriented Building Elements

Intent:

The design of commercial buildings with auto-oriented use components such as a commercial building with a drive-through canopy, gas station canopy and service bay doors will consider how these building components are organized and interrelate with the design of the building, and compatibility with surrounding land uses.

Standards:

1. Drive-Through Canopy

- a. The drive-through element of a commercial building (for example: drive-through canopies for banks, restaurants and pharmacies) shall have architecturally integrated drive-through canopies located over drive-through windows (*see figure 85*).
- b. The canopy shall be constructed of similar exterior materials, architectural design and the same color theme as the main building.
- c. The canopy shall be designed to protrude from the main building at a lower height from the main roof.
- d. Canopy roof forms shall match the same roof form as the main building. Acceptable roof forms include gable, hip, mansard, and flat roof shapes.
- e. The massing of a flat roof canopy shall be broken down to reduce the scale and massing and add visual interest to the overall design.
- f. The canopy area shall have safety measures such as adequate lighting, security cameras, directional signage, traffic mirrors and bollards painted to match the building.
- g. Column supports for the canopy shall be articulated with the same building material and color palette as the main building.



Figure 85 - Drive-through canopy on a commercial building with roof form that matches the main building.

2. Gas Station Canopy

- a. Canopies shall be designed with consistent materials, colors, and details as the main building façade.
- b. Canopy roof forms shall match or compliment the same roof form as the main building. Acceptable roof forms include gable, hip, mansard, butterfly roof shapes. A flat roof canopy is not permitted (*see figure 86*).
- c. The columns of the canopy shall repeat the same form and materials as the main building façade.

3. Garage and Loading Bay Overhead Doors (for Commercial and Industrial Buildings)

- a. Overhead doors for all commercial and industrial building types shall be integrated into the building design.
- b. Overhead door colors and patterns shall be complementary and designed with similar colors and detailing as the building, entrance doors and storefronts.
- c. Overhead doors for service bays shall be designed with high quality door systems suitable for long-term use and durability.
- d. Acceptable overhead door designs include commercial rolling and sectional doors with a minimum of two (2) rows of glass panels. Acceptable door styles include (but are not limited to): carriage-house style doors with crossbar detailing and glass panels, full glass panel door systems, and modern style designed door systems.
- e. Unarticulated, blank overhead doors are prohibited.



Figure 86 - Gas station canopies that have been designed with similar roof forms as the main building.

E. Industrial Building Composition

Building design for industrial uses will be compatible with the architectural context of the surrounding built environment and incorporate interesting articulation and modulation, utilize pedestrian-scaled architectural detailing and visual balance in building composition to enhance the appearance of the building at the street level. Recognizing the need to provide a balance between high quality architectural building design and the need to maximize the economic benefit of industrial uses, the following design standards apply to all industrial development types.

Intent:

Organize the basic elements of the building (wall and openings) to create a recognizable rhythm, increase interest, and create a pedestrian-friendly environment for front showroom or office areas of an industrial building.

Standards:

1. Bays, Openings and Fenestration

- a. Bays should be articulated to align with other building elements, such as pilasters, string courses, rooflines and vertical architectural elements (*see figure 87*).
- b. The pattern of bays, walls, and openings shall be expressed on all front and side facades of the building where visible from the public realm.
- c. Portions of the building facing or visible from public roadways shall be composed with openings or expressed bays, and street-facing windows and doors (*see figure 88*).
- d. Blank, windowless or walls with faux windows are not permitted (*see figure 89*).
- e. Windows and doors should be aligned vertically and horizontally. The arrangement of window panes shall be consistent across a façade and variation shall be minimized, although permitted if utilized in conjunction with building articulation to provide added interest.
- f. Front offices, showrooms, and employee break areas shall have a minimum ground floor window transparency of 30% on that portion of the building front, and 20% transparency on the portions of building sides that face public roadways.
 - i. For buildings with frontage on two public roadways, the primary roadway from which the building takes access will be deemed to be the front and the transparency requirements will apply to that side of the building.
 - ii. The portion of the building that faces a public roadway shall require enhanced architectural design and enhanced screening with either landscaping with an opacity of 80% at one (1) year maturity; or a decorative screening wall.
- g. All buildings shall have a clearly articulated primary entrance on the front facade for customers, visitors, and employees; and shall have architectural articulation to make the entrance more visible to the public realm.



Figure 87 - Example of bays that align with vertical architectural elements, string courses, and the roofline.



Figure 88 - An industrial building with a consistent rhythm and pattern of bays and openings on the front façade, with street-facing windows and doors.



Figure 89 - An industrial building with a long blank windowless wall is not permitted and does not meet the Design Standards.

2. Form and Massing

Intent:

Industrial buildings can be designed to be aesthetically pleasing building forms that are articulated in a way that allows people to relate to the scale of the building in public locations, regardless of the length of elevation or height of the building. Materials shall be applied, balanced, and articulated in a logical manner that supports the strategy by which buildings comply with the standards for breaking masses down horizontally and vertically.

Standards:

- a. Breaking Massing Down Horizontally:
 - i. Break down the form and massing to reduce the impersonal appearance of a large-scale building, and to allow users and visitors to relate to the scale of the building at publicly accessible areas (*see figure 90*).
 - ii. Create variations in the building façade through recesses, protrusions, entries, or changes in plane.
 - iii. Place the most active functions such as office space or customer areas at the front of the building.
 - iv. Walls shall not have an uninterrupted length exceeding fifty (50) feet, and shall be articulated with texture and material transitions, pilasters, windows, and wall-plane stepbacks to break up the wall area.
 - v. Showroom or office components of warehouse buildings shall be differentiated from the warehouse massing, through changes in roof form, materials, massing, and the use of building elements.
- b. Breaking Massing Down Vertically:
 - i. When breaking down an industrial building vertically, the top, middle and base should be distinguished by a visibly apparent exterior building material and color change.
 - ii. All warehouse buildings (except for office or showroom portions), shall have two (2) vertical massing breaks for every 100 feet (applies to front and side facades).
 - iii. For smaller industrial buildings, vertical massing breaks are required every 40 feet for any facades longer than 80 feet (applies to all facades).
 - iv. All stepbacks shall be a minimum of 12 inches in horizontal distance. Stepbacks shall produce a visible distinctive difference between planes and shall be scaled with the building. Stepbacks may be required to be increased based on the massing or architecture of the building.

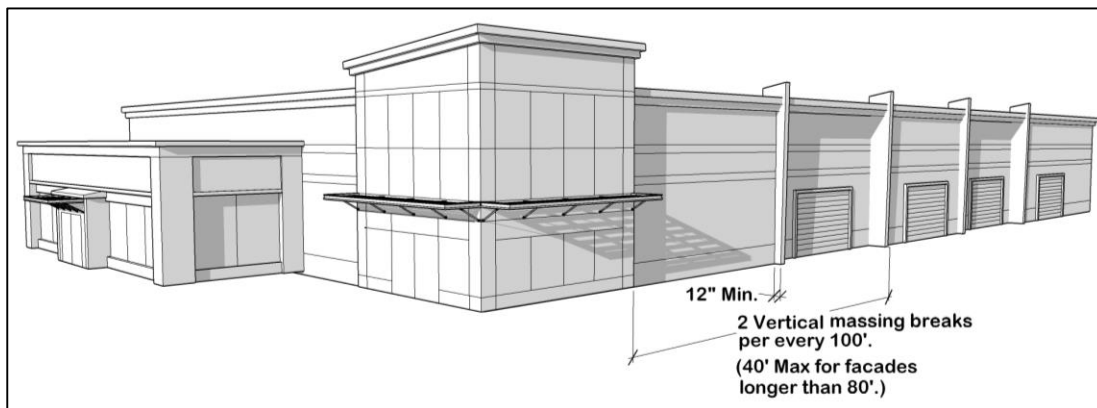


Figure 90 - Industrial building vertical massing breakdown.

- c. Roof Forms:
 - i. All industrial buildings shall have roof forms that contribute to the overall character of the industrial development, and help break up the building massing to create visual interest in the overall architectural design.
 - ii. All rooftop mechanical equipment shall be fully screened on all sides of the building.
- d. Corner Treatments:
 - i. Building massing, high quality architectural design, and significant and enhanced landscape treatment shall act to frame the corners of the building.
 - ii. Building articulation shall wrap around the corner of the building and serve as an architectural focal point (*see figure 91*).



Figure 91 – Example of an industrial building with corners that have been articulated to create an architectural focal point.

F. Industrial Building Elements

Intent:

To enhance the appearance of a building at the street-level, the building composition will incorporate pedestrian-scaled architectural detailing to create a distinct design at the human-scale. Building elements provide visual interest and rhythm along the building and reinforce the building composition.

Standards:

1. When screened by another building or not visible from any public roadways or internal streets, rear facades may use a simplified expression of the same materials and patterns used on the front and side elevations of the building.
 2. Side facades facing the public roadway shall have a similar level of quality and architectural interest as the primary façade, using a variety of exterior building materials, reveals and various depths of the façade.
 3. Buildings shall be designed with consistent materials, colors, and details on all facades visible from a public roadway or publicly accessible areas.
- 4. Office and/or Showroom**
- a. Showroom or office components of warehouse buildings shall be differentiated from the warehouse massing, through changes in materials, massing, and use of building elements (*see figure 92*).
 - b. Design portions of the building that will be accessible to the general public to feel comfortable to users accessing the building from a visitor parking area.
 - c. All office or showroom portions of buildings shall have varied complementary materials and color to enhance that portion of the building from the warehouse portion.
 - d. All office or showroom portions of buildings shall consist of a minimum masonry, tile or high quality material at the base of the building that represents a minimum of 30% of the total building façade.

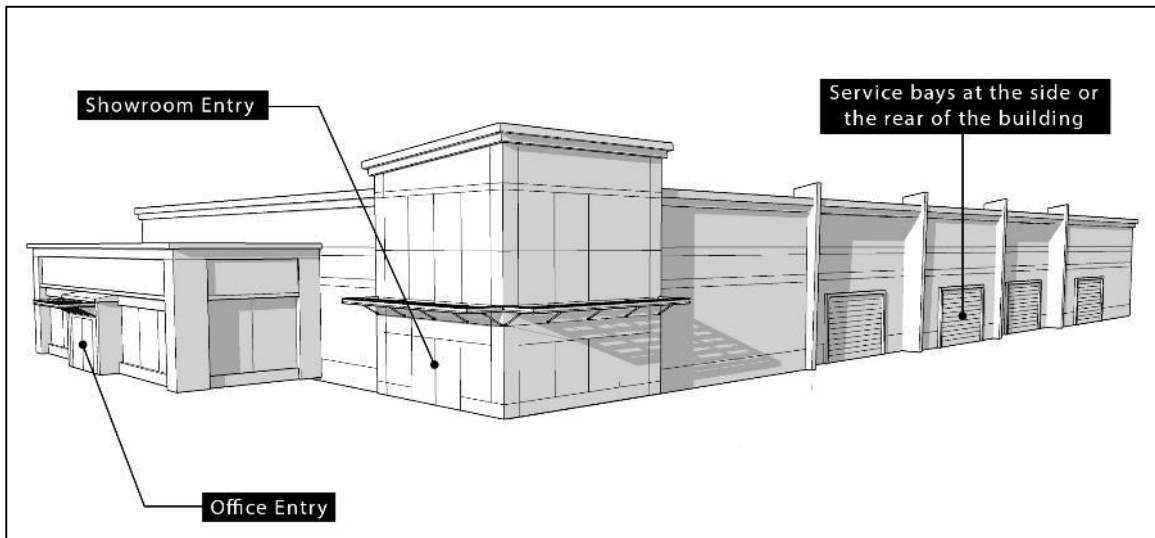


Figure 92 - Industrial building with office and showroom differentiated from the warehouse and loading docks.

G. Flex Office and/or Multi-Tenant Building

A flex space building features single or multi-tenant assignable spaces designed for a variety of industrial uses. The flexibility of the interior space of a flex space building allows for a building design with an office/showroom on the primary façade, with garage bays and/or loading docks and a warehouse element that supports the industrial functions of the building, located at the rear of the building.

Intent:

The design of a flex space and/or multi-tenant building shall incorporate a unified architectural design which reflects the relationship between the office and/or showroom portion of the building and the warehouse, and/or loading docks.

Standards:

1. The building front shall feature consistent high quality architectural design, with distinguishable massing, building material palettes, and landscaping treatments (*see figure 93*).
2. The corners or sides of the building shall include higher transparency at the entrances of the building.
3. Storefronts and entrances shall include canopies and/or awnings to enhance each flex space unit entrance.
4. Warehouse portions of the building, and garage door bays and loading docks shall be located at the rear of the building away from view of a public roadway.



Figure 93 - Multi-tenant/flex office industrial building with warehouse and loading docks in rear of the building.

H. Putting it All Together: Case Study

The case study below demonstrates the same size, program, structure, and material mix for an industrial building. The first does not comply with the Design Standards for form and massing, composition, and building elements. The second image illustrates how the same building could be designed to meet the Design Standards.



Poorly composed industrial building that does not meet the Design Standards

POORLY COMPOSED BUILDING

1. Rooflines do not correspond to a change in plane or fenestration
2. The primary entry, while articulated with the most prominent roofline, is not articulated with the most prominent change in plane.
3. Four different bays are utilized
4. Windows of the same story do not align
5. String course and pilasters do not relate to other façade elements
6. Downspouts and lighting fixtures do not relate to other façade elements



Well composed industrial building that meets the Design Standards

WELL COMPOSED BUILDING

1. Changes in the roofline relate to fenestration below or a change in the façade plane
2. The corner massing is forward of the others and signals where the primary entry is located
3. Three different bays are utilized
4. Window heads align on the first story
5. Pilasters align with window headers and their bases align with window sills
6. Lighting is centered above a bay and downspouts are centered on pilasters

XI. Exterior Building Palettes for Commercial, Industrial and Mixed-Use Buildings

All commercial, industrial, and mixed-use buildings shall be constructed with authentic high quality building materials. The characteristics of high quality building materials include durable materials such as colored masonry, stonework, brick work, wood cladding, and metal siding used in the detailing of the building that will stand the test of time. The result is an aesthetically-pleasing design that integrates surface texture and detailing that help reduce the building massing (both vertically and horizontally).

The application of multiple exterior building materials must be applied and articulated in a balanced manner to complement the building design using a variety of cladding materials, color and texture changes. Accent materials will provide architectural interest and achieve a balanced building design.

Intent:

Exterior building palettes consisting of high quality authentic building materials shall be used to enhance the building façade and overall composition.

Standards:

1. Utilize varied building materials with complementary color palettes in the building composition (*see figure 94*).
2. Select building material detailing that complements the surrounding architectural design of the built environment.
3. Integrate wood, tile, architectural textured panels, stucco, fiber cement panels, Exterior Insulation and Finish Systems (EIFS), and/or metal cladding materials as accent elements in the design.

Guideline:

1. Utilize building materials that are authentic to and durable in the Colorado environment.

A. Exterior Building Material Requirements

Intent:

Present an image of high-quality and permanence to ensure that commercial, industrial and mixed-use developments are sustainable, durable in the Colorado climate and will complement the surrounding context.

Standards:

1. Masonry Base Requirements

- a. Use durable, natural materials or modern composites that provide comparable or greater durability than natural materials to achieve a similar aesthetic.
- b. Buildings three stories or more shall have a masonry base the height of the ground or first floor.

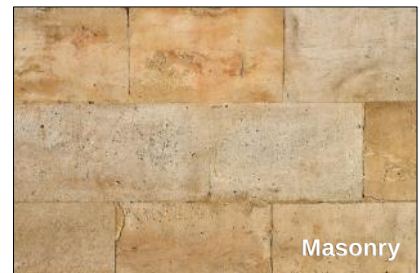
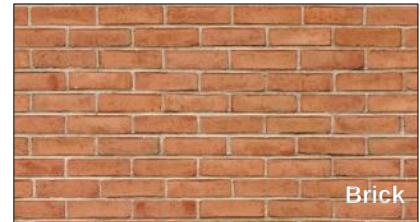


Figure 94 - Examples of high quality exterior building materials that meet the Design Standards.

Guideline:

- a. Select bays or corner features may be constructed in masonry for the entire height of the building, depending on the building design and architectural style.

Standards:

2. Window Requirements

- a. All windows must be a true window product and not a faux window. Faux windows are not permitted on any commercial or industrial building design.
- b. Window mullions shall be selected in colors that are complementary to the building design (i.e. sandstone and bronze, and other complementary colors) and follow the Color Standards in K. *Color Palettes*; (see figure 95).
- c. Spandrel glass (either frosted or not), is not permitted in any occupied space of a commercial, industrial, or mixed-use building. However, this treatment may be permitted as accent detailing on the building. For more information, see section 6.f. *Building Materials Permitted for Limit Use as Accent Detailing*.



Figure 95 - Building front with complimentary windows that meet the Design Standards.



Figure 96 - Building side with EIFS used as an accent material on the façade.

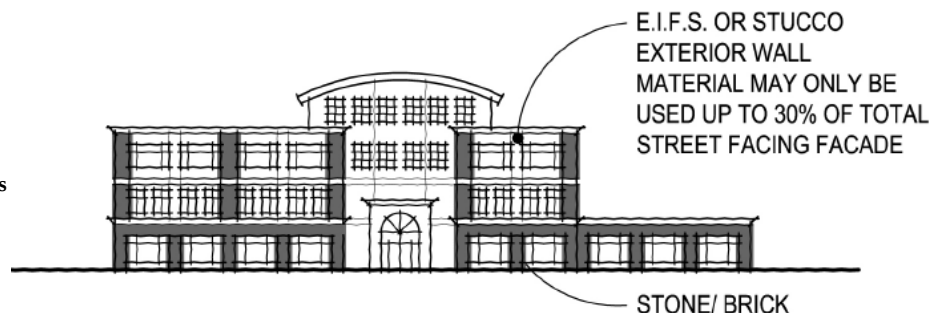
3. EIFS Requirements

- a. The use of Exterior Insulation and Finish Systems (EIFS) in building design will be based on the design intent of the building with particular attention to the detail of EIFS scoring, texture and how the material will fit with and complement other materials. These design standards for applying EIFS are:
 - i. EIFS shall not be used as a primary building material and shall only be used as an accent application on any building façade (see figure 96).
 - ii. EIFS may be used in combination with other exterior building materials on the side and rear of the building, and shall comprise no more than 30% of the total street facing façade (see figure 97).
 - iii. EIFS may be used on upper floors of buildings three stories or greater in height and shall comprise no more than 30% of the total street facing façade (see figure 98).
 - iv. EIFS shall be applied as color integrated, with a high quality finish/texture when used on any building façade.



Figure 97 - Building front with less than 30% of EIFS integrated with other exterior materials on the front of the building.

Figure 98 - Illustration of EIFS application that meets the Design Standards.



4. Alternative Compliance (Building Façade Material Incentive)

- a. If an applicant includes exceptionally designed building elements constructed of high quality materials on the first two stories of the building, they may qualify for:
 - i. 25% reduction on the masonry requirement; or
 - ii. 25% increase to the EIFS and Stucco requirement

5. Building Materials Not Permitted

- a. The following exterior building materials are restricted from use for commercial, industrial, and mixed-use building design:
 - i. Split shake shingles
 - ii. Products that emulate brick or masonry (such as a veneer)
 - iii. Smooth-faced gray concrete block (CMU) (*see figure 99*). Color CMU may be permitted as an accent material only in the building design.
 - iv. Painted concrete block
 - v. Tilt-up concrete panels that are not covered with textured paint or another material. Tilt-up concrete construction may be utilized, provided architectural detailing such as detailed patterns and reveals in the finished surfaces, form liners to create interesting textures and patterns, texture coat paints, and architectural detailing are implemented.
 - vi. Field painted standard metal siding
 - vii. Vinyl siding
 - viii. Standard single (T) or double (TT) concrete systems
 - ix. Barrier type Exterior Insulation and Finish Systems (EIFS)
 - x. Fiber cement siding and panels that imitate masonry.

6. Building Materials Permitted for Limited Use as Accent Detailing

- a. Pre-finished standard (aluminum or metallic coated steel) corrugated metal panels may be used as an accent material in the building design. The corrugated metal panels may be installed horizontally or vertically on exterior building walls to create a distinct pattern and to accentuate the overall building design.
- b. Rough sawn wood may only be used as an accent material such as a trellis or beam material and must be weather-treated (*see figure 100*).
- c. Stucco and non-barrier type EIFS
- d. Wood cladding
- e. Fiber cement paneling that do not replicate brick or masonry.
- f. Spandrel glass will only be permitted as an accent building material only (for example spandrel glass windows at the top a tower feature), and shall not be used in the design of any occupied floor space.



Figure 99 - Smooth-faced gray concrete block is not permitted as a primary building material. This building does not meet the Design Standards.

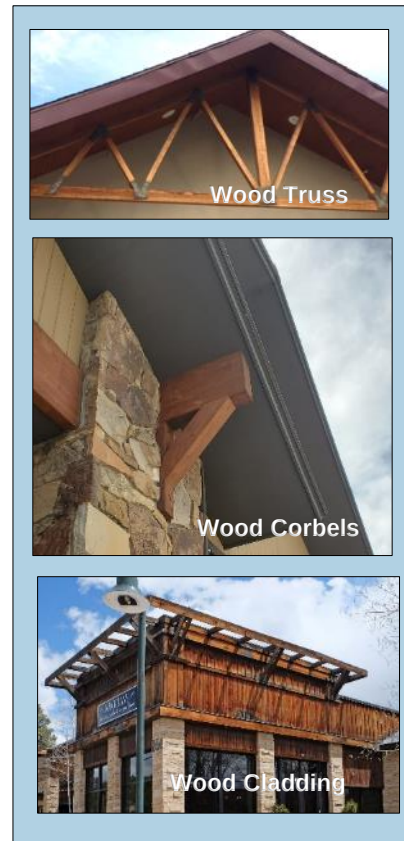


Figure 100 - Examples of permitted materials for limited use as accent detailing: rough sawn wood truss, wood corbels, and wood cladding.

B. Color Palettes

Intent:

Exterior color palettes shall be cohesive and compatible with the colors of nearby structures and shall be used to enhance, unify, and complement the building design.

Standards:

1. Coordinated color themes shall consist of a minimum of three (3) different colors: a primary base color, and secondary accent colors to complement the base color.
2. Color palettes shall tie building elements together and shall be used to enhance the architectural form of the building.
3. Intense, bright (for example, a neon color), black, or fluorescent colors are not permitted to be used as the predominant color on any wall or roof of any primary or accessory structure.
4. All exterior elements of the building that are metal, such as flues, and flashings shall be painted a flat color that is compatible with the building and not be left nor allowed to become bare metal. Exceptions to this standard may occur, such as but not limited to copper roofs, which do not require painting.
5. Trademarked corporate/brand color themes may be used as an accent color and shall be limited to two colors in the overall color theme of the building.

C. Renovations, Additions, and Changes in Use

Adaptive reuse of existing commercial and industrial buildings provides an opportunity to preserve the integrity of a building while transforming and blending the new additions into a new land use. Building design considerations for renovation, additions, and changes to an existing commercial or industrial building will include: compatibility with the architectural context of the surrounding built environment, utilization of pedestrian-scaled architectural detailing, achieving visual balance in building composition and enhancing the overall appearance of the building at the street level. This section provides guidance on how to meet the Standards in these cases.

Intent:

Parker has a large share of older buildings that would benefit from adaptive reuse and renovation, allowing continued use of aging building stock. The intent of adaptive reuse is to repurpose an existing building through innovative architectural design to achieve renewed vitality and modernize building functions and uses.

Standards:

1. Any addition or alteration to an existing exterior wall of an existing building shall comply with all applicable Design Standards including site design, landscaping and parking standards.
2. Additions to an existing building shall be secondary in massing and form to the primary mass and form of the existing building. This shall be accomplished by:
 - a. Ensuring that the mass of the addition has a similar massing as the mass of the existing building.
 - b. Stepping the mass of the addition back a small distance from the mass of the existing building.
 - c. Ensuring that the roof form of the new addition is designed to complement existing roof slopes and materials (*see figure 101*).
 - d. Ensuring exterior building materials complement existing materials of the existing building.
 - e. Either matching existing materials and colors or incorporating a change in materials and

color that will complement the existing building.

3. Renovations of all buildings, including the design of a new architectural character shall:
 - a. Comply with all exterior building material and color palette requirements of these Design Standards.
 - b. Apply at least two (2) high-quality building elements appropriate for the given building type as listed in section C. *Building Elements for Commercial and Mixed-Use Buildings, 1. Front and Side Facades; or F. Industrial Building Elements.*
4. Introducing new roof forms for additions and wings shall be considered for massing changes and to strengthen the buildings form and character. The new roof form must be a continuation of, and complement the original roof type, and match the existing roof slopes and materials.



Figure 101 – Example of a building addition with a similar massing, roofline, and complementary building materials.

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Chapter 2: Multiple-Family Design Standards

Urban Design Intent and Principles

The intent of the Multiple-Family Development Design Standards is to ensure that future development of multiple-family housing contributes to the hometown character of Parker. The Design Standards provide specific requirements related to the urban design of sites, buildings, exterior open spaces, and publicly accessible spaces.

Multiple-family housing design principles relate to embracing the dignity of all residents of Parker to live in a well-designed community with high-quality amenities, regardless of the type of housing type they live in or their ownership status. Elevating the level of design for multiple-family housing will enhance the livability and quality of life for all Parker residents.

Creating Neighborhoods Versus Developments

The principles below guide multiple-family residential housing in Parker. They serve the purpose of creating high-quality neighborhoods, rather than identifiable developments.

- **Hometown Feel:** Multiple-family developments should create a sense of place contributing to the hometown feel.
- **Variety:** New multiple-family housing should be designed in a manner that promotes a variety of housing types to support families at any stage in life.
- **High Quality:** Multiple-family housing should be composed of high-quality design, materials, color and palettes, and landscape design.
- **Context:** Multiple-family housing should be designed to enhance and relate to the context of the surrounding natural and built environment.
- **Livability:** Multiple-family housing should be designed to enhance the livability of the residents and contribute to the larger community.
- **Human Scale:** Multiple-family housing should be designed at a human scale, creating safe, walkable, pedestrian, and bicycle friendly environments that are visually interesting and support sidewalk and street activity.
- **Public Spaces:** Multiple-family developments should have safe, accessible, passive, and active outdoor functional public spaces that promote a sense of community and convey an inviting interactive experience.
- **Clearly-Defined Blocks:** Multiple-family neighborhoods should be organized into identifiable blocks, with buildings oriented towards streets and open spaces. Creating blocks with clearly-defined publicly accessible and private realms ensures ‘eyes on the streets’ and builds natural surveillance into neighborhoods.



Figure 2.1 Example of Attached Townhouse development



Figure 2.2 Example of Multiple-Family building



Figure 2.3 Perspective of typical residential neighborhood



SITE DESIGN

1. Buildings fronting streets and parks
2. Sidewalks/pedestrian-oriented design
3. Internal complete streets with on-street parking

BUILDING DESIGN

4. Bay with gable roof
5. Box bay windows
6. Awnings, terraces, and front stoops
7. Dormers
8. Varied roof forms and eave lines

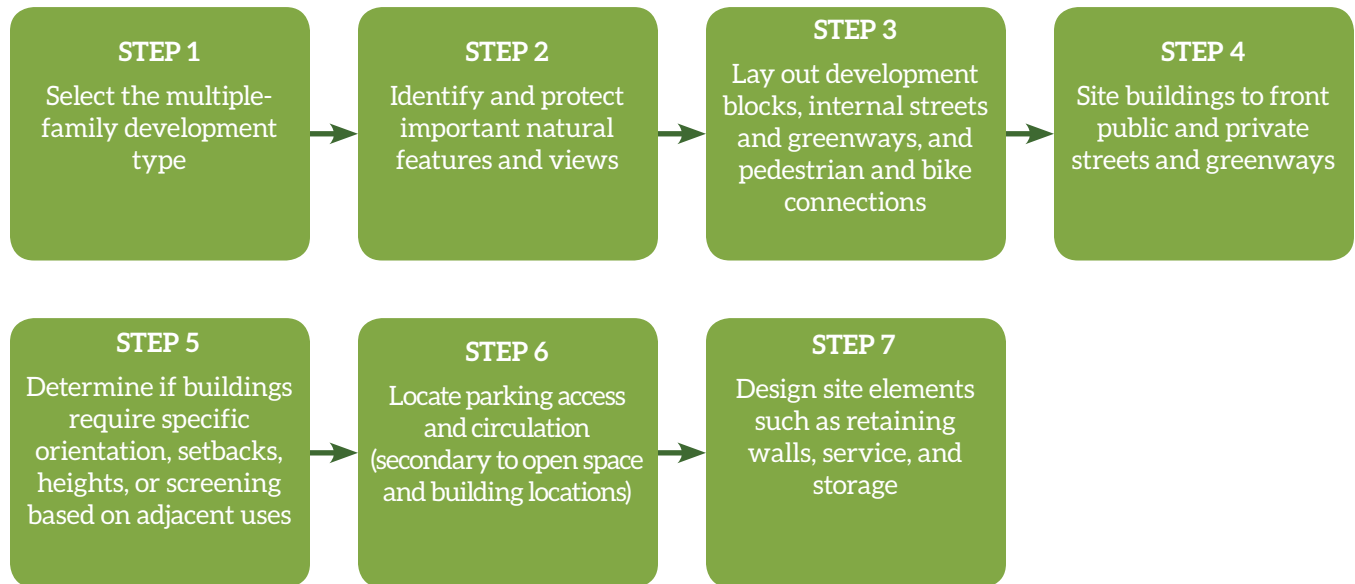
PUBLIC SPACE DESIGN

9. Neighborhood amenity landscape features to encourage interaction
10. Defined public and private space
11. Lighting and street furniture

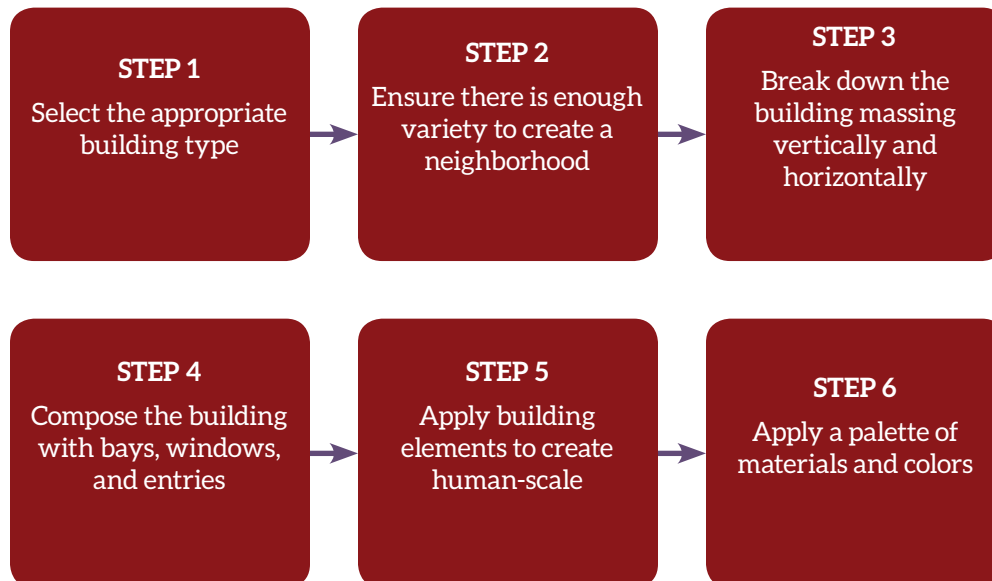
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Key Steps to Design a Multiple-Family Development

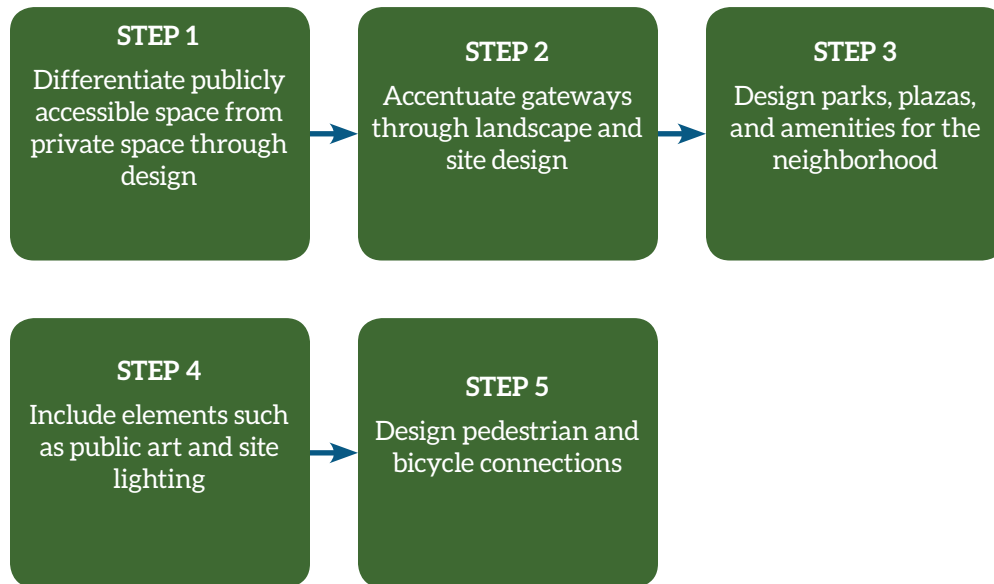
How the Site Comes Together



How Buildings Come Together



How Publicly Accessible Spaces Come Together



Planning Context for Multiple-Family Development

Introduction

The planning context for multiple-family development standards integrates the vision of the Town's Master Plan and other major planning documents.

Considering context is critical when developing multiple-family neighborhoods that contribute to the hometown character of Parker. Responding to physical context and following the Town's planning context will more likely result in development that fits into the character of the Town and relates to adjacent uses. Context should always guide the form, orientation, and character of new development.

A. Physical Context

The physical context that surrounds a development site, including uses, scale, massing, building character, and site design of surrounding development should influence the design of multiple-family housing. For example, the architectural style of nearby buildings should influence the design of new multiple-family housing. Section 2.4.6. in the Development Design Standards addresses Sensitivity of Adjacent Uses and provides standards to design multiple-family in a responsive manner.

B. Planning Context

Regulatory and policy documents adopted by the Town add a level of planning context that must be taken into consideration in the design of multiple-family housing. Three documents in particular, the Parker 2035 Master Plan, the Greater Downtown District Standards, and the Mainstreet Master Plan, provide direction related to development within specific areas of the Town.

ELEMENTS OF CONTEXT

- Massing and scale of surrounding buildings
- Sensitivity to adjacent uses
- Viewsheds and sight lines
- Character Areas and Centers (Parker 2035 Master Plan)
- Greater Downtown Districts (Parker Mainstreet Master Plan, Greater Downtown District Standards)



Figure 2.4 Example of development fronting Public Open Space



Figure 2.5 Example of development fronting Public Street

Parker 2035 Master Plan Context

The Parker 2035 Master Plan sets the policy for the Town to guide decision-making. It also sets a framework for planning in specific contexts. In particular, *Chapter 6: Land Use* designates Commercial Centers and Character Areas, describes the character of the town, and sets appropriate future land uses for these areas of the Town.

A. Neighborhood Center and Community Center Treatments

Neighborhood and Community Centers are generally located at key intersections of major roads. In these specific areas multiple-family serves as a transition between more intensive commercial uses and single-family residential neighborhoods. In this context, multiple-family is adjacent to low to medium density single-family homes. In addition to meeting the standards described in this chapter, multiple-family development in a Neighborhood Center must pay attention to the following:

1. The scale and massing of buildings shall respect the scale and massing of adjacent buildings. Multiple-family units shall step down (step-back) in height when adjacent to single-family detached neighborhoods according to the Standards in *2.4.6.A Multiple-Family Development Adjacent to Single-Family Detached Homes* (See Figure 2.7 below).
2. Multiple-family housing shall be connected to surrounding uses and include pedestrian, bike, and street connections to adjoining neighborhoods, commercial uses, and the trail system to encourage walking and biking.

B. E-470 Corridor and Central Commercial Character Area Treatments

The E-470 Corridor and Central Commercial Character Areas are located along highways. While these character areas contain commercial uses that are more auto-oriented, multiple-family development can be integrated into these surrounding land uses. Multiple-family neighborhoods in these areas should be designed to create visually interesting, consistent, and high quality development linking commercial land uses with residential development and creating a walkable neighborhood near local amenities and services.

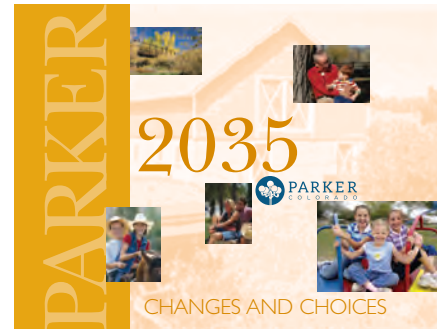


Figure 2.6 Parker 2035 Master Plan

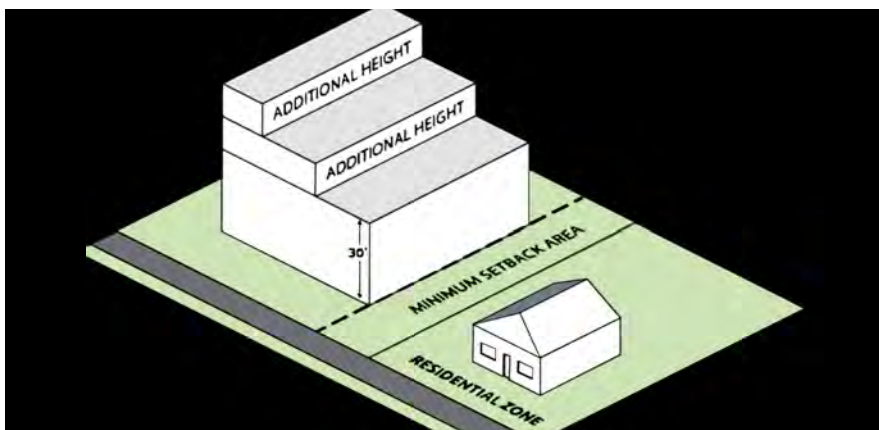


Figure 2.7 Required setback and step-backs from single-family detached neighborhoods

1. **E-470 Corridor** — In addition to meeting the standards described in this section, multiple-family housing within the E-470 Corridor Character Area:
 - a. May be larger in scale and massing along this corridor because of the surrounding land uses, vehicular speed, and building scale of E-470.
 - b. Must provide street, sidewalk, and trail connections to link multiple-family neighborhoods to adjacent public rights-of-way, the regional trail network, and future development in the corridor.
2. **Central Commercial Character Area and the Parker Road Corridor** — Because of the level of retail and employment located within the Central Commercial area, multiple-family developments allow for a greater opportunity to live, work and play in Parker. The Parker Road Corridor encompasses all properties fronting Parker Road from the northern boundary of Town to south of Stroh Road. Between Pine Lane and Twenty Mile Lane, the Corridor also encompasses everything between the properties on the west side of Twenty Mile Road and the properties on the east side of Parker Road. In addition to meeting the standards described in this section, multiple-family housing located along Parker Road corridor:
 - a. Must provide street, sidewalk, and trail connections to link multiple-family neighborhoods to adjacent public rights-of-way, the regional trail network and future development in the Character Area.

Mainstreet Master Plan Context

The Mainstreet Master Plan encourages mixed-use development and does not recommend first floor residential land uses fronting on Mainstreet between Parker Road to the easterly intersection with Pine Drive. Where zoning permits first floor residential development that faces Mainstreet in other areas, multiple-family building design should include these additional design elements:

1. First floor residential facing Mainstreet shall be constructed to allow for conversion to commercial uses.
2. First floor window fenestration shall be 60% glass or higher for buildings facing Mainstreet.
3. First floor heights shall be 15 feet or greater (floor-to-floor).



Figure 2.8 Parker Mainstreet Master Plan

Site Design Standards

Quality site design requires a process of considering existing property assets and context and the future environment of streets, open spaces, and buildings. This section outlines the critical steps to follow when designing a site and applying the corresponding standards and guidelines. The steps generally move from large-scale, highly visible, and important decisions that affect the character of the neighborhood to smaller-scale, functional decisions. The graphic below (*Figure 2.9*) and the following steps and Chapter sections outline the site design process.

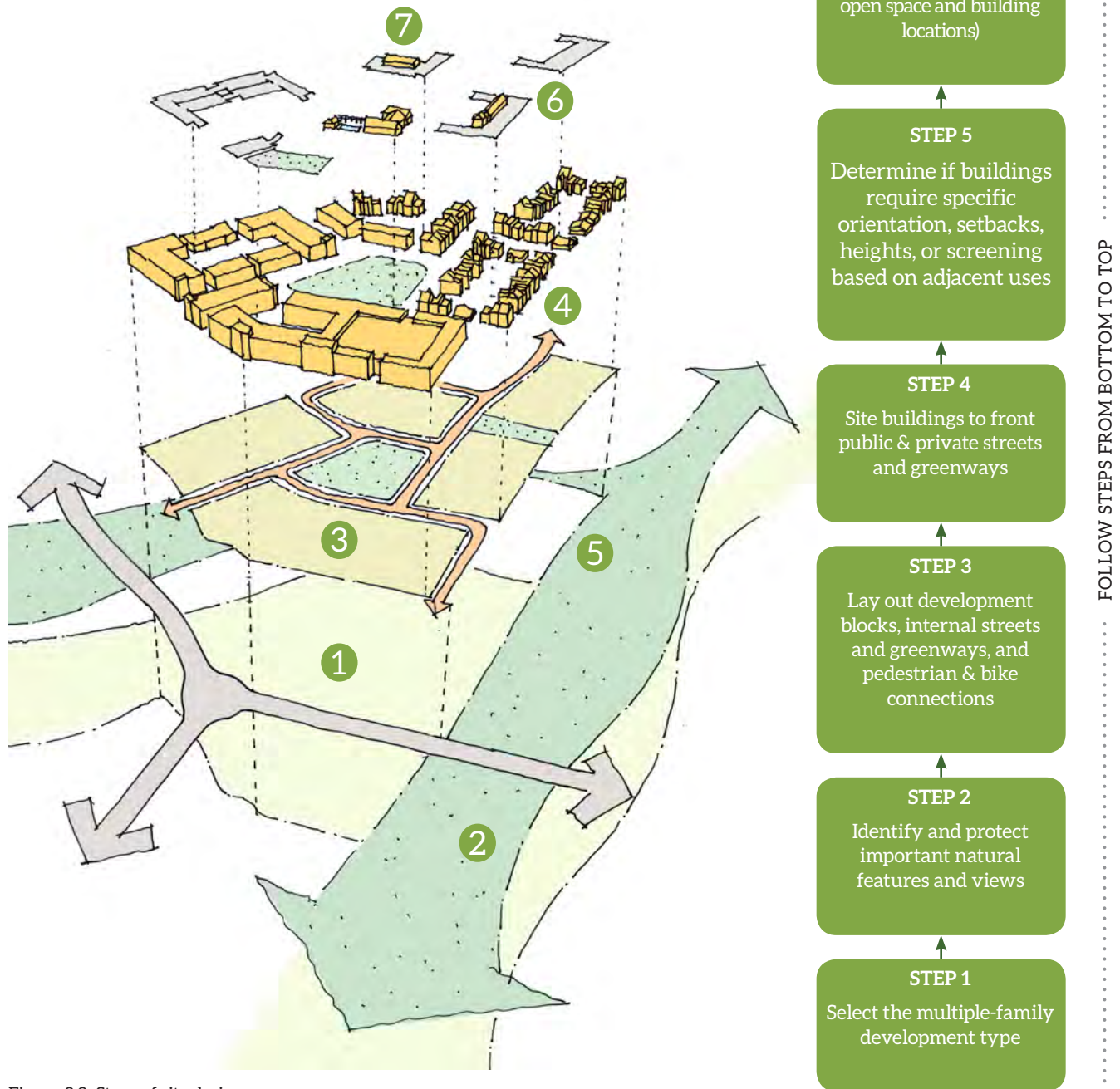


Figure 2.9 Steps of site design process

Multiple-Family Development Typology

Intent:
Provide guidance and clarify which standards throughout the Site Design section apply to specific Development Typologies.

Figure 2.10 illustrates a multiple-family site bounded by an existing public roadway.

Standards:

- A. Using Table 2.2, identify the intended Development Typology and follow corresponding standards for Block Types.

Table 2.2 Development Typologies

If Developing:	Use Block Type:
Multiple-Family Paired Units	Attached/Single-Aspect Block
Multiple-Family Attached Housing	Attached/Single-Aspect Block
Multiple-Family Walk-Up Buildings (Single-Aspect)	Attached/Single-Aspect Block
Multiple-Family Walk-Up Buildings (Double-Aspect)	Double-Aspect Block
Multiple-Family Corridor Buildings	Double-Aspect Block
Multiple-Family Liner Buildings and Garages	Structured Parking Block
Texas Wrap Buildings and Garages	Structured Parking Block
Parking Garages	Structured Parking Block

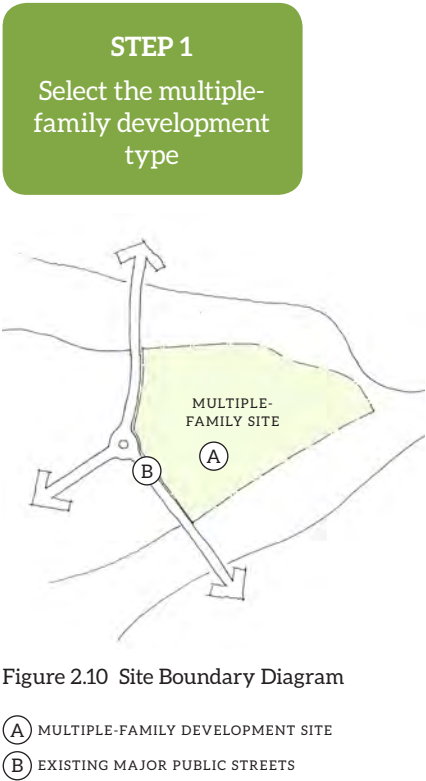


Figure 2.10 Site Boundary Diagram

Natural Features and Views

Intent:

Ensure the highest value natural features on the site are protected, including but not limited to: tree groves, areas of steep topography, drainageways, and views to the mountains.

Figure 2.11 illustrates how in the second site design step, natural features and views form the organizing framework for the multiple-family development site.

Standards:

- A. Areas of steep slopes (15% or greater, per the LDO) and drainageways on the site shall be protected in publicly accessible open spaces.

Guidelines:

- A. Assess other natural features and design larger open spaces and greenways to take advantage of tree groves, vegetation, views, and other elements.
- B. Locate publicly accessible open spaces with pathways and pedestrian access around these natural elements. Orient the fronts of buildings towards open spaces.

STEP 2

Identify and protect important natural features and views

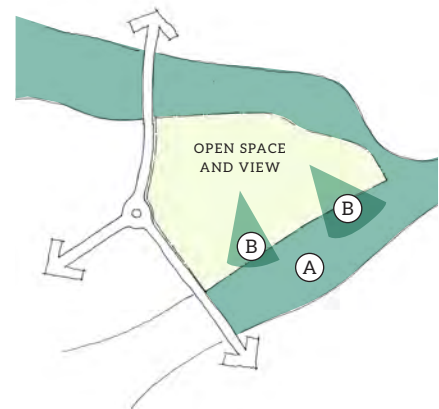


Figure 2.11 Site Features Diagram

- (A) PUBLIC OPEN SPACE OR NATURAL FEATURE
- (B) VIEW TO VALUABLE NATURAL FEATURES



Figure 2.12 Natural features create the essential character of Parker.

PRINCIPLES FOR NATURAL FEATURES AND VIEWS

- Natural features and views create the essential character of Parker.
- Protecting these features by creating publicly accessible space around them allows everyone to appreciate them.
- Preserving natural features adds value to multiple-family neighborhoods and adjacent uses.

Pedestrian and Bicycle Connections

Intent:

A safe, integrated pedestrian and bicycle network shall be designed into each multiple-family development to prioritize multi-modal transportation options, to encourage walking and cycling, and to minimize conflict with automobile movement, while promoting inviting and convenient access within and between developments.

Standards:

A. Pedestrian Access in the Public Realm

1. Publicly accessible sidewalks or walkways shall be provided along all Public and Internal Streets.
2. Publicly accessible sidewalks, walkways, or trails shall be provided within all Public and Internal Open Spaces.

B. Pedestrian Access in the Private Realm

1. Sidewalks or walkways shall be provided within blocks for the use of residents to access rear building entries, parking, trash, service, and amenities.

C. Connections to Adjacent Uses

1. Sidewalks or walkways shall be provided to connect to adjacent residential neighborhoods, community open spaces, trail systems, and to commercial uses, where appropriate.

Development Blocks

Public street rights-of-way and public open space always define the edges of blocks and must be fronted by buildings, unless otherwise stated in the Standards. Internal streets and open spaces should be strategically used to break larger sites up to meet the maximum allowable block sizes in *2.4.4.B Block Type* (See Figure 2.13).

A. Block Definition

Intent:

To ensure walkable, pedestrian-friendly, defensible, and dignified neighborhoods with a sense of place, multiple-family development sites must be divided into development blocks.

Standards:

1. Multiple-family development sites shall be divided into blocks.
2. Blocks shall be defined by publicly accessible edges. Each block must be bounded on all sides by one of the following:
 - a. **Public streets** always define the edge of blocks. Buildings shall face public streets, except in some cases of state highways and arterials, where it may be more appropriate for buildings to side to those public streets. For frontage requirements on public streets, reference *2.4.5.C Frontage Requirements* where vehicular access is

STEP 3

Lay out development blocks, internal streets and greenways, and pedestrian & bike connections

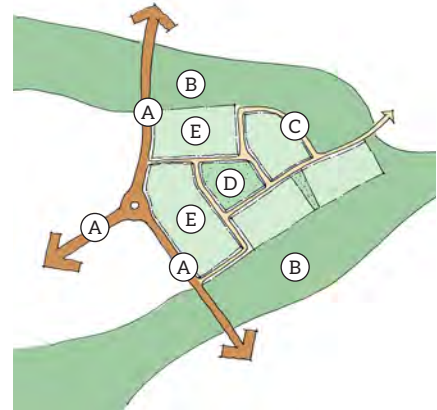


Figure 2.13 Block Frontage Diagram

- (A) PUBLIC STREET
- (B) PUBLIC OPEN SPACE OR NATURAL FEATURE
- (C) INTERNAL STREET
- (D) INTERNAL OPEN SPACE
- (E) BLOCKS

PRINCIPLES FOR DEVELOPMENT BLOCKS

- Blocks form the basic building element of neighborhoods.
- Well-defined blocks differentiate the publicly accessible realm from the private realm.
- Blocks are organized to have public elements fronting outward (front doors, front elevations) and service or private elements in the center/rear (rear elevations, parking, garages, storage, etc.).

located on a public street, access spacing must meet requirements in the *Roadway Design and Construction Criteria Manual*.

- b. **Public greenways or open spaces** always define the edges of blocks. Buildings shall front public greenways and open spaces. For frontage requirements reference 2.4.6.C *Multiple-Family Adjacent to Parks, Open Space, and Stream Corridors*.
- c. **Internal streets** shall be located to define the edges of blocks. Buildings shall front internal streets. Along internal streets, fronts of buildings must face fronts of buildings across the street. For frontage requirements, reference 2.4.5.C.5 *Internal Street (Private Street)*. Internal streets for multiple-family must meet the following criteria:
 - i. Internal streets shall have sidewalks or walkways along both sides of the street.
 - ii. Internal streets shall have street trees or other plantings to create a pedestrian-friendly walking environment.
 - iii. If internal streets include on-street parking, it shall be parallel parking. Internal streets for a multiple-family development shall not include head-in perpendicular or diagonal or angled parking.
 - iv. Internal streets should connect to other streets. If an internal street does not connect, it shall provide a court to allow vehicles to turn around and to provide a visual terminus.
- d. **Internal greenways or open space** shall be located to define the edge of blocks. Along internal open spaces, fronts of buildings must face fronts of buildings across the space. For frontage requirements on internal greenways or open space, reference 2.4.5.C.6 *Open Space*.

Guidelines:

1. Every block should be defined by streets, either public rights-of-way or internal streets, on at least two sides.



Figure 2.14 Example of building frontage along an Internal Street. The buildings are arranged in a block with clearly defined publicly accessible and private realms.

B. Block Type

Intent:

Multiple-family blocks shall be designed and sized for the appropriate building types in order to ensure that developments are walkable and pedestrian friendly. Appropriately-sized blocks should adequately accommodate building frontage around the block perimeter, parking in the center of the block, and open spaces for residents.

1. Attached/Single-Aspect Block

Standards:

- a. For the graphic standards corresponding to *Table 2.3*, please reference *Figure 2.16*.

Table 2.3 Attached/Single-Aspect Block

Criteria	Standard	
	Min.	Max.
A Block Depth (ft.)	220'	240'
B Half-block Depth (ft.)	110'	120'
C Block Length (ft.)	250'	700'
D Block Area (acres)	1.2	3.9
E Distance between buildings	10'	15'

- b. Parking lots, garages, and service shall be located in the interior of the block, an adequate distance away from the rear of buildings.
- c. Podium and tuck-under parking must be located a minimum of 20 feet behind the front facade of any building. The 20 feet in front of the parking shall be usable space.



Figure 2.15 Single-Aspect Walk-Up Building sited on a Single-Aspect Block



Figure 2.16 Attached/Single-Aspect Block

2. Double-Aspect/Corridor Block

Double-Aspect Blocks accommodate buildings with units facing both the street and the parking court in the center of the block.

Standards:

- a. For the graphic standards corresponding to *Table 2.4*, please reference *Figure 2.18*.

Table 2.4 Double-Aspect/Corridor Block

Criteria	Standard	
	Min.	Max.
A Block Depth (ft.)	260'	340'
B Half-block Depth (ft.)	130'	170'
C Block Length (ft.)	320'	640'
D Block Area (acres)	1.9	5.0
E Distance between buildings	12'	20'

- b. Parking lots, garages, and service shall be located in the interior of the block, an adequate distance away from the rear of buildings.
- c. Podium and tuck-under parking must be located a minimum of 20 feet behind the front facade of any building. The 20 feet in front of the parking shall be usable space.



Figure 2.17 Corridor Building sited on a Double-Aspect Block

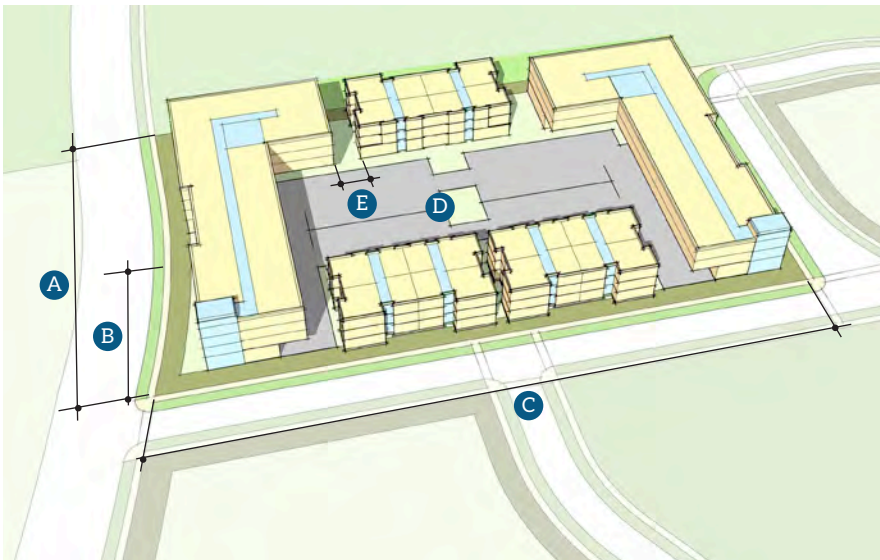


Figure 2.18 Double-Aspect Block

3. Structured Parking Block

Structured Parking Blocks are designed to accommodate development that is integrated with garages. This includes stand-alone garages and wrapped garages.

Standards:

- a. For the graphic standards corresponding to Table 2.5, please reference Figure 2.20.

Table 2.5 Structured Parking Block

Criteria	Standard	
	Min.	Max.
A Block Depth (ft.)	280'	380'
B Half-block Depth (ft.)	140'	190'
C Block Length (ft.)	320'	640'
D Block Area (acres)	2.1	5.6
E Distance between buildings	12'	30'

- b. Locate free standing garages, surface parking, or integrated garages in the center of blocks, wrapped by either stand-alone buildings or liner buildings attached to the garage.
- c. Minimize the number of units that overlook the parking structure.
- d. Podium and tuck-under parking must be located a minimum of 20 feet behind the front facade of any building. The 20 feet in front of the parking shall be usable space.



Figure 2.19 Liner Building sited on a Structured Parking Block

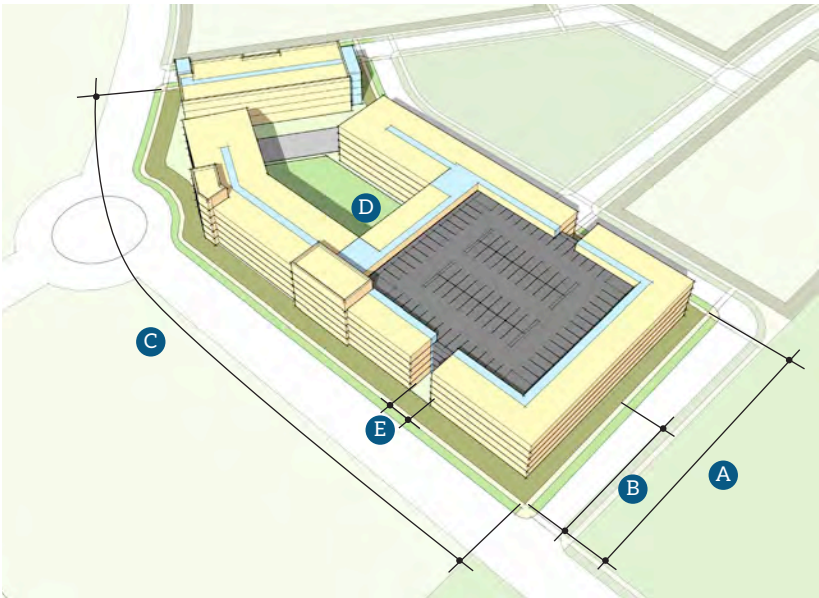


Figure 2.20 Structured Parking Block

4. Composite Blocks

In cases where two different building types with different depths are located on the same block, two half-block depths should be combined to create a Composite Block.

Standards:

- a. For the graphic standards corresponding to *Table 2.6*, please reference *Figure 2.22*.

Table 2.6 Composite Block

Criteria	Standard	
	Min.	Max.
A Block Depth (ft.)	240'	290'
B Half-block Depth (ft.)	Varies	Varies
C Block Length (ft.)	320'	640'
D Block Area (acres)	1.8	4.2
E Distance between buildings	12'	30'

- b. Composite Blocks shall be no deeper than the maximum half-block depths of the two block types that it is composed from.
- c. The length of the combined block type shall comply with either the maximum block length or the maximum block area, whichever is lesser.
- d. Parking lots and/or garages shall be located in the center of the block.
- e. Podium and tuck-under parking must be located a minimum of 20 feet behind the front facade of any building. The 20 feet in front of the parking shall be usable space.



Figure 2.22 Composite Block



Figure 2.21 Attached Houses and Corridor Buildings sited on a Composite Block

Building Orientation

Intent:

Clearly define publicly accessible space from private amenity and service space; create comfortable, walkable streets and shared open spaces, create embedded security by ensuring eyes on the street.

A. Fronts and Backs

Standards:

1. Townhouses, duplexes, and single-aspect walk-ups shall be oriented with the fronts of the buildings along the perimeter of blocks (See *Figure 2.24*).
2. Double-aspect and corridor buildings (where units face both front and back) shall select one side of the building and designate it as the front. Building fronts shall orient to the perimeter of blocks.
3. Fronts of buildings shall have a greater attention to building composition and building elements to dignify the public realm.

B. Building Orientation at Corners

Standards:

1. Building corners that face or front onto public roadways or open space shall provide a higher level of architectural treatment, window fenestration, and massing to provide increased user activity and visual interest at the corner (see *Figure 2.23*).

Guidelines:

There are a variety of ways in which buildings can address corners:

1. Building Forms Corner (see *Figure 2.23*):

Buildings that wrap the corner at street intersections are encouraged to incorporate building cut-outs and plane offsets. The open space created at the back of curb supports increased user activity and landscape interest and the opportunity for residential entry plazas and gathering space.

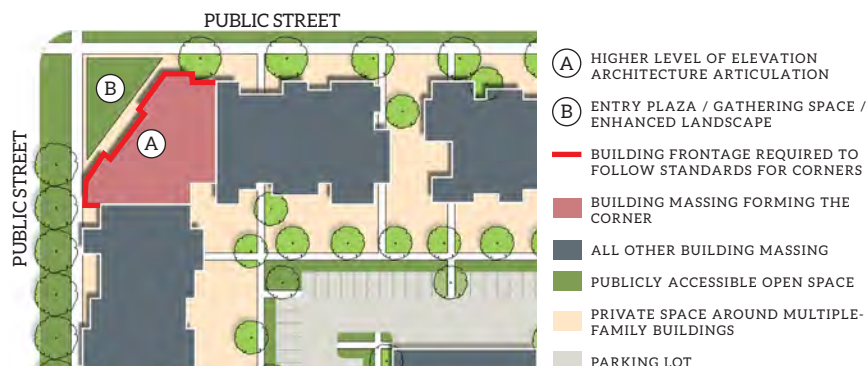


Figure 2.23 Building Forms Corner

STEP 4

Site buildings to front public & private streets and greenways

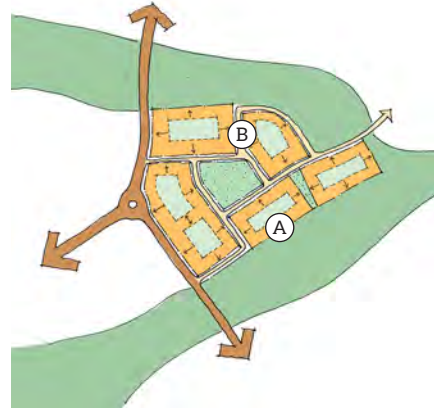


Figure 2.24 Building Orientation and Frontage Diagram

- (A) BLOCKS WITH FRONTAGE TOWARDS STREET AND OPEN SPACES
- (B) INTERNAL STREETS WITH BUILDING FRONTAGE

2. **Articulated Corner Architecture** (see *Figure 2.25*):

Buildings that meet at corner sites help hold and give prominence to two street frontages. This prime exposure warrants the incorporation of finer architectural detail, windows, special features, materials, and building articulation.

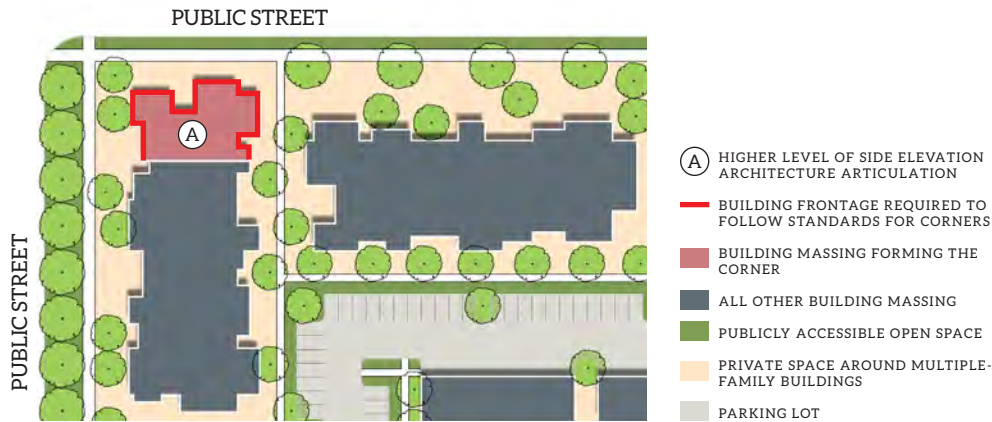


Figure 2.25 Articulated Corner Architecture

3. **Park and Articulated Corner Architecture** (see *Figure 2.26*):

Plazas and courtyards that hold corner edges create strong visual interest through planting intensification, active and passive park space, public art, and pedestrian activity.

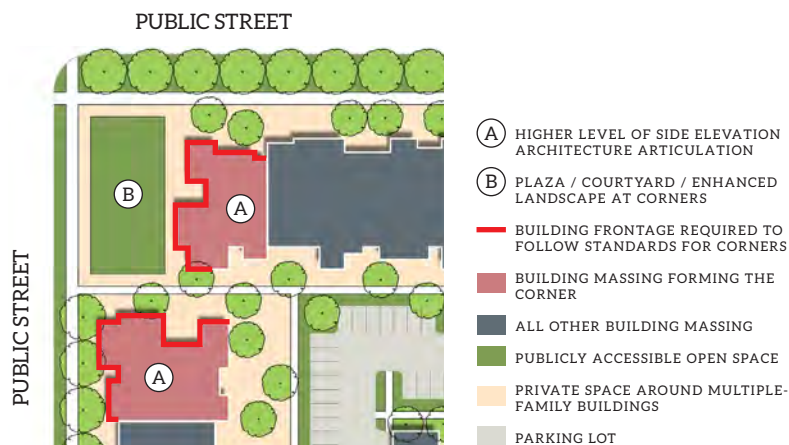


Figure 2.26 Park and Articulated Corner

C. Frontage Requirements

1. State Highway

Parker Road (Highway 83) and E-470 Standards:

- Preferred orientation: multiple-family buildings shall be primarily oriented with the side facade facing the highway.
- Permitted orientation (with additional standards): when a multiple-family building faces the highway, it shall be set back a minimum of 30 feet from the right-of-way to create a significant open space buffer between the units and the highway. This requirement shall be in addition to any buffers required by the LDO and/or *Roadway Design and Construction Criteria Manual*.
- Multiple-family buildings may not back to the highway.
- For developments sited higher than street-level, retaining walls shall be used within the landscape buffer if grades exceed 25% (reference *Figure 2.28* and *Figure 2.29*).



Figure 2.27 Permitted orientation, with a multiple-family building facing a highway, with an additional 30-foot buffer.

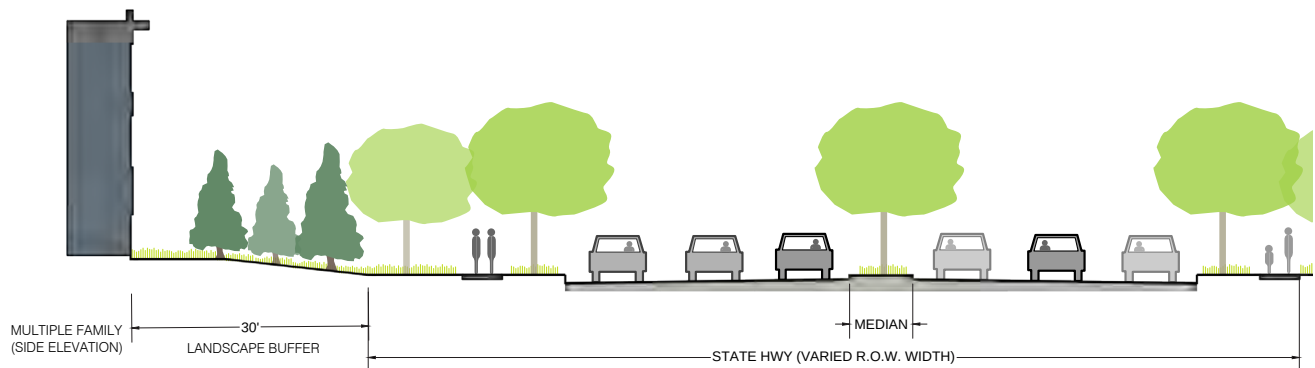


Figure 2.28 State Highway Frontage (condition without grade)

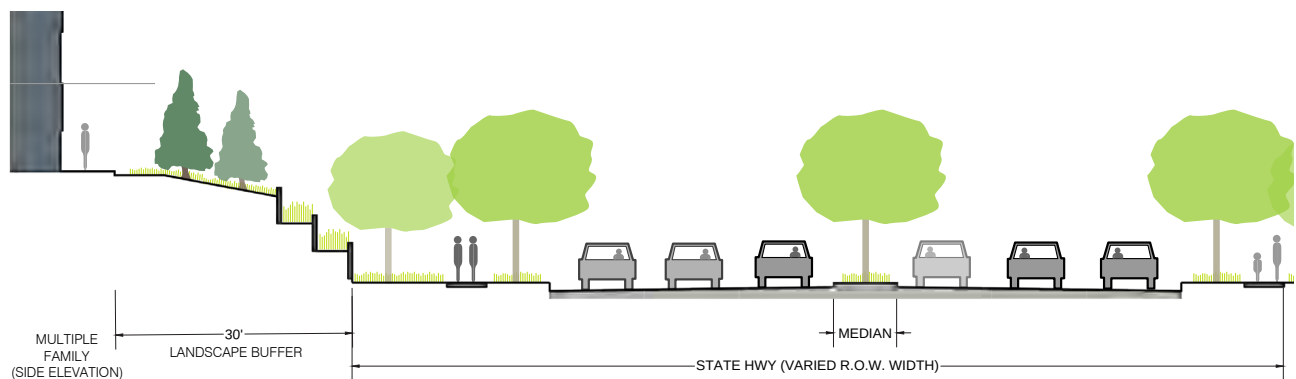


Figure 2.29 State Highway Frontage (condition with grade)

2. Principal Arterial Roadways and Major Collectors (4–6 lanes)

Standards:

- Multiple-family buildings shall front arterials and shall have a minimum 25-foot landscape buffer from the right-of-way (ROW) (see *Figure 2.30*).
- Landscape elements such as plantings and low walls shall be used to separate the units from the street.
- Street trees shall be included in frontage.

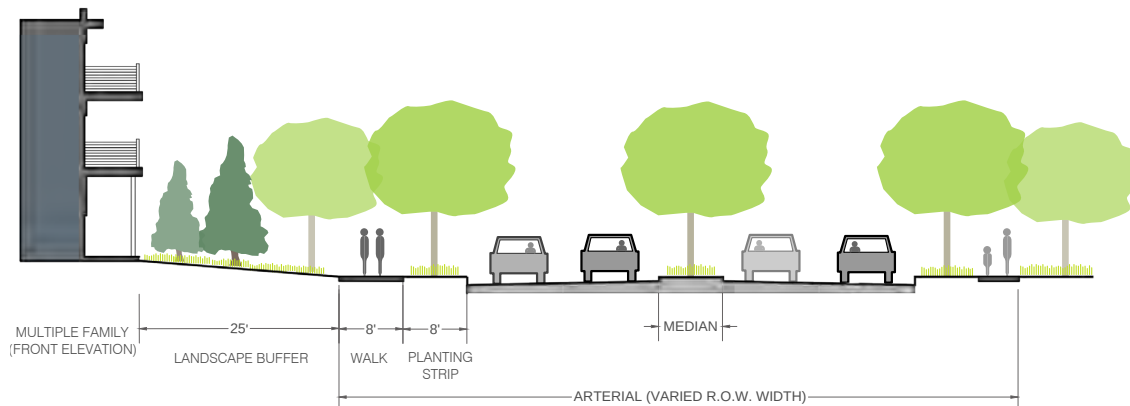


Figure 2.30 Example of arterial frontage

3. Residential Collector Roadways (2 lanes) Standards:

- Multiple-family buildings shall front collectors and shall have a minimum of 15 feet of landscape buffer from the right-of-way (see *Figure 2.31*).
- A minimum 15-foot landscape buffer shall be provided.
- Landscape elements such as plantings and low walls shall be used to separate the units from the street.

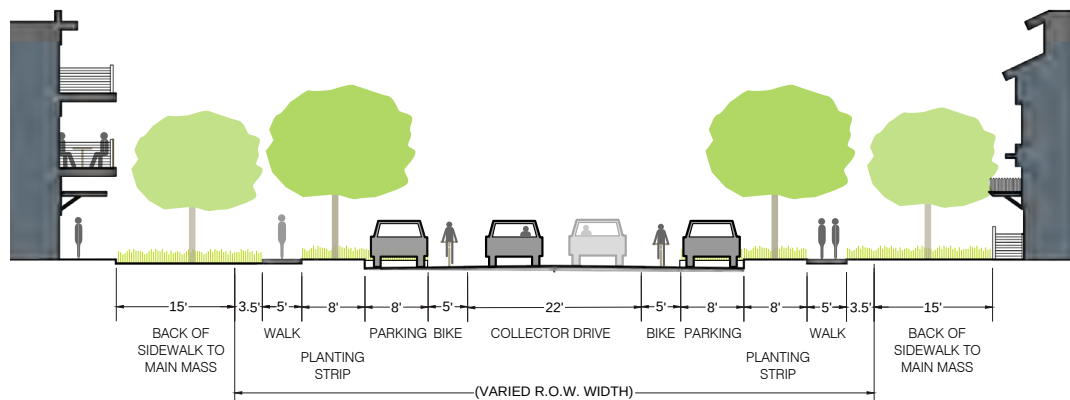
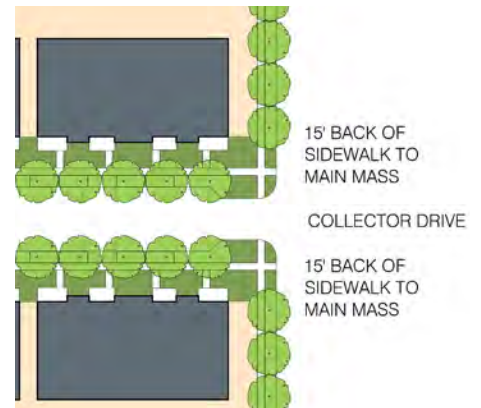


Figure 2.31 Example of collector frontage

4. Old Town Street

Standards:

- Multiple-family buildings shall front Old Town Streets.
- Building elements, such as balconies and awnings, shall engage the streetscape and pedestrians (reference Section 2.5.5 *Building Elements*).
- For more information about the requirements for the design of Old Town Streets, reference the Greater Downtown District Standards and Guidelines.

5. Internal Street (Private Street)

Standards:

- Multiple-family buildings shall front internal streets (see *Figure 2.32*).
- Buildings that meet at corner sites shall have primary frontage towards the public street and secondary frontage towards the private street (see *Figure 2.32*).
- Multiple-family buildings shall front internal streets and shall have a minimum of 20 feet landscape buffer from the right-of-way between the private and public realm.
- Multiple-family buildings shall have building elements that engage the public realm (reference Section 2.5.5 *Building Elements*).
- There shall be a 15-foot minimum landscape buffer to transition between the private and public realm.
- There shall be street trees and low planting along the sidewalk, creating a comfortable experience for pedestrians.

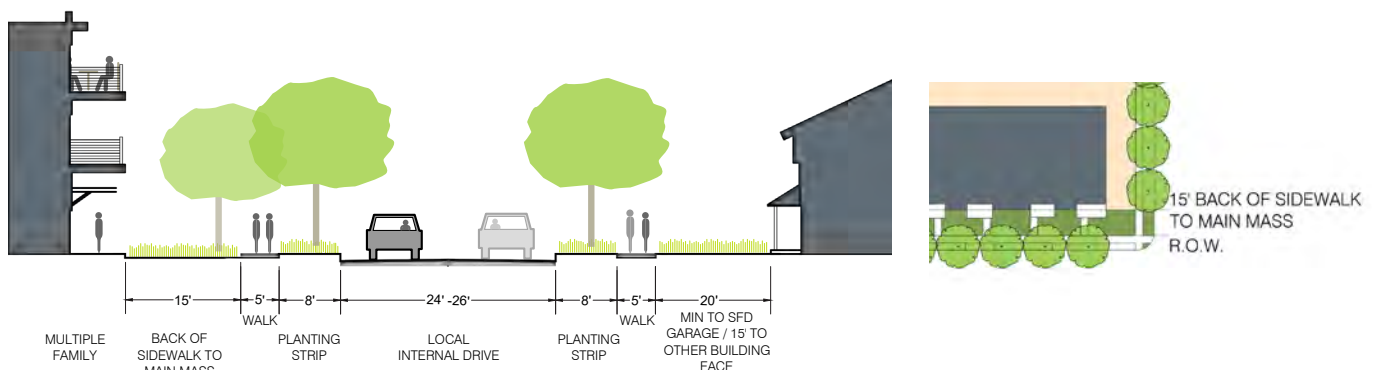


Figure 2.32 Example of internal frontage

6. Internal Open Space

These standards regulate frontages along internal open spaces within a development. For information about how to front open spaces on an adjacent parcel, please reference *2.4.6.C Multiple-Family Adjacent to Parks, Open Space, and Stream Corridors*, and *2.4.6.D Frontage Requirements for Adjacent Uses*.

Standards:

- Multiple-family buildings shall front open space, given that the open space is designed for pedestrian, bicycle, or recreational use (see *Figure 2.33*).
- Any multi-use paths required in the open space shall connect to adjacent trail points.
- The building setbacks shall respect the natural conditions of the open space, such as stream corridors and wetlands.

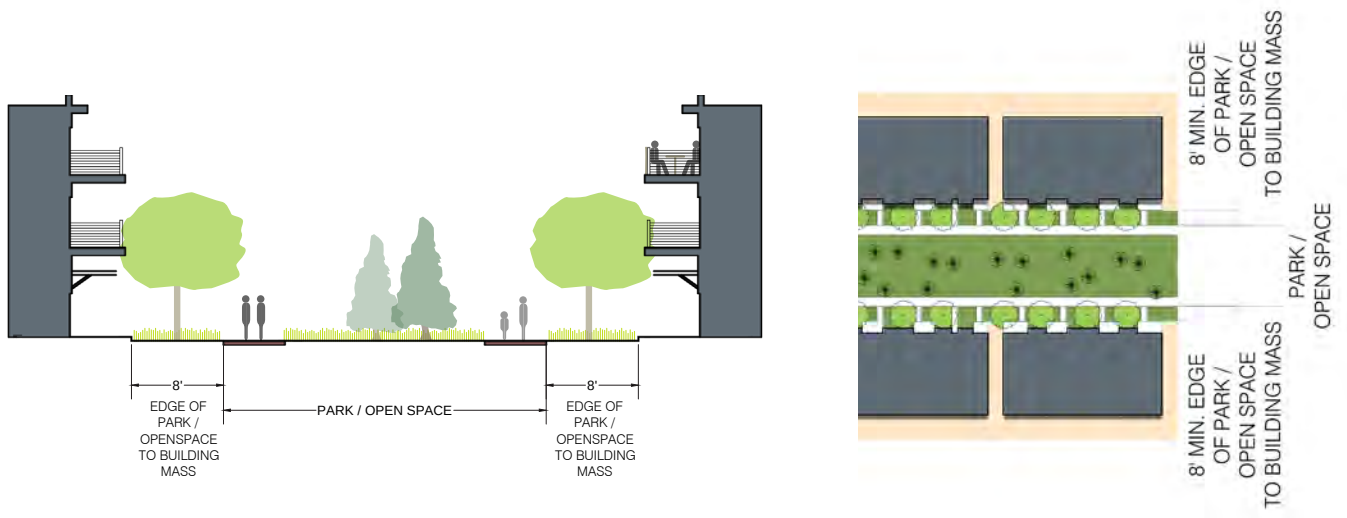


Figure 2.33 Example of internal open space frontage

Sensitivity to Adjacent Uses

A. Multiple-Family Development Adjacent to Single-Family Detached Homes

Homes

The Town of Parker consists of mostly single-family detached housing units. As the Town becomes developed, infill and greenfield locations must be sensitive to adjacent single-family residential neighborhoods and other existing uses.

Intent:

Ensure that infill and greenfield development are appropriately buffered from existing uses.

Standards:

- 1. Multiple-family buildings 3 stories or taller shall be set back a minimum of 40 feet from the adjacent property lines to provide adequate buffering from single-family dwellings (see Table 2.7). Multiple-family buildings 2 1/2 stories or less may be located up to 25 feet away from the property lines shared with adjacent single-family detached neighborhoods (see Figure 2.34).
- 2. Multiple-family buildings shall be oriented perpendicular rather than parallel to existing single-family detached houses (see Figure 2.35).



Figure 2.34 Multiple-family with perpendicular orientation adjacent to single-family dwelling

STEP 5

Determine if buildings require specific orientation, setbacks, heights, or screening based on adjacent uses

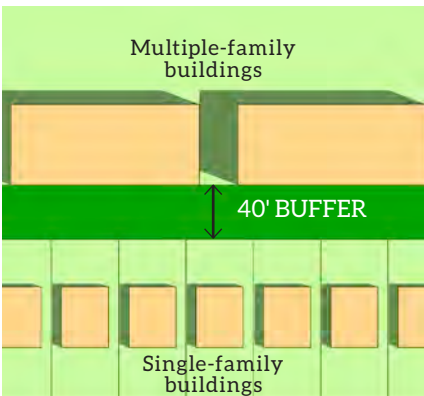


Figure 2.35 Required spacing between multiple-family development and single-family dwellings (front facing and side facing)

Table 2.7 Multiple-Family Adjacency

Use Adjacent to Multiple-Family	Required Buffer
Single-Family Dwelling	40 Feet Front Facing 25 Feet Side Facing
Another Multiple-Family Development	25 Feet*
Commercial/Industrial/Mixed-Use	50 Feet
Parks/Public Open Space	25 Feet

* This distance may be reduced based on the inclusion of design elements, the orientation of existing buildings, and other context factors.

B. Multiple-Family Adjacent to Commercial

Standards

1. Multiple-family buildings adjacent to the rear of commercial buildings shall have a 25-foot landscape buffer from the rear property line of the commercial building (see *Figure 2.36*).

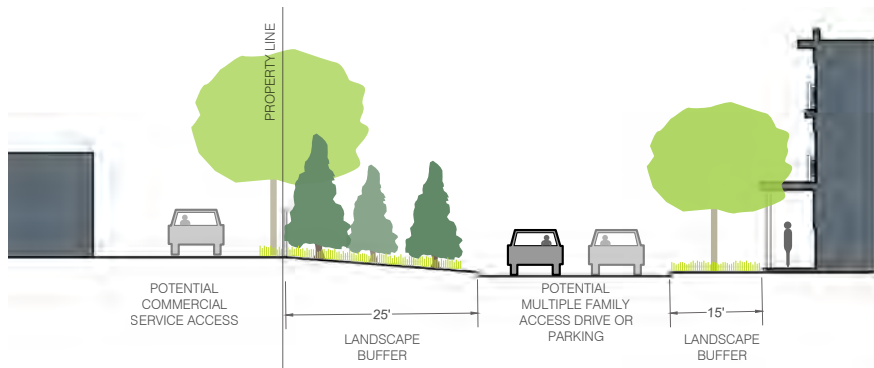


Figure 2.36 Multiple-family adjacent to commercial use

C. Multiple-Family Adjacent to Parks, Open Space, and Stream Corridors

Standards:

1. Multiple-family buildings shall front open space and landscaped areas, given that the space is designed for pedestrian, bicycle, or recreational use (see *Figure 2.37* and *Figure 2.38*).
2. A landscape buffer of a minimum of 20 feet shall be provided where multiple-family parcels abut a public open space.
3. Any multi-use paths required in the open space and landscaped areas shall connect to adjacent trails.
4. The building placement and orientation shall follow the topography of the natural conditions of the open space and landscaped area.

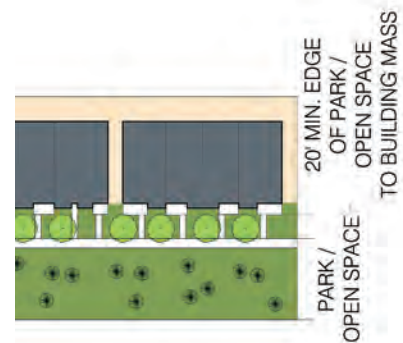
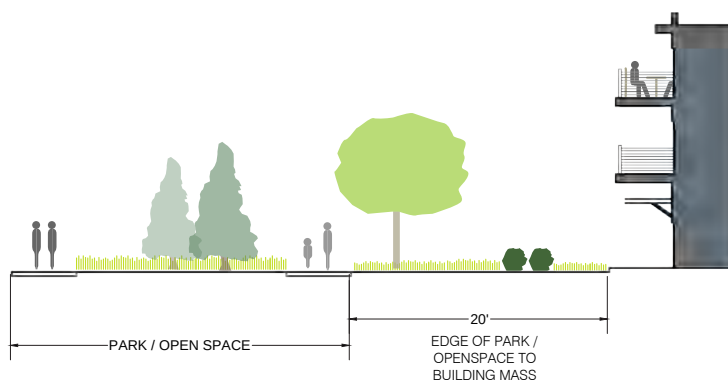


Figure 2.37 Multiple-family adjacent to parks and open space

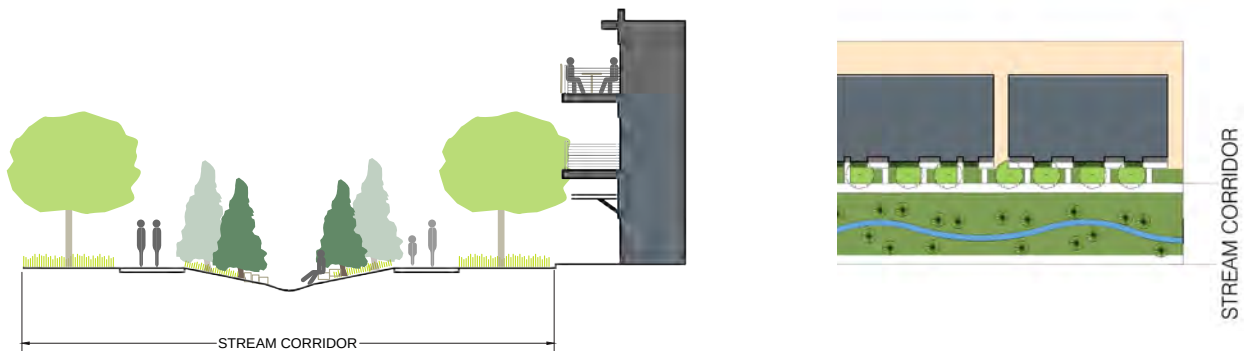


Figure 2.38 Multiple-family adjacent to public stream/creek

D. Frontage Requirements for Adjacent Uses

Standards:

1. Multiple-family buildings shall mirror the condition of existing adjacent developments:
 - a. Fronts of buildings shall face fronts of buildings.
 - b. Rears of buildings shall face rears of buildings.
2. If existing buildings have rears facing public rights-of-way, new multiple-family buildings shall front the public right-of-way, despite the front-to-back relationship.
3. In the case that multiple-family buildings are sited adjacent to public open space, the buildings shall front the open space.
 - a. In certain instances where it is not possible or advisable to front the open space, the applicant shall provide adequate justification and demonstrate how public access will be provided.



Figure 2.39 Multiple-family building fronting open space and landscaped areas.

Access, Circulation, and Parking

Multi-modal access into multiple-family developments and the internal circulation within the site plan must address the treatment of large parking lot areas. Both public and internal streets shall embody the principles of “Complete Streets” as further described in this section.

A. Internal Access

Intent:

Design internal access to be safe and clearly defined, but to remain secondary to internal streets. Accommodate pedestrian and bicycle movement.

Standards:

1. Internal access to multiple-family parcels shall provide visually clear entry points using signage or gateway features into the site from adjacent Public Streets, as illustrated in *Figure 2.40* and *Figure 2.41*.
2. Internal access drives shall balance vehicular, bicycle and pedestrian needs and improve multi-modal connections to RTD bus stops.
3. Internal access drives should provide attractive pedestrian realm and streetscape environments and provide wider landscape entry treatments or be framed by buildings.

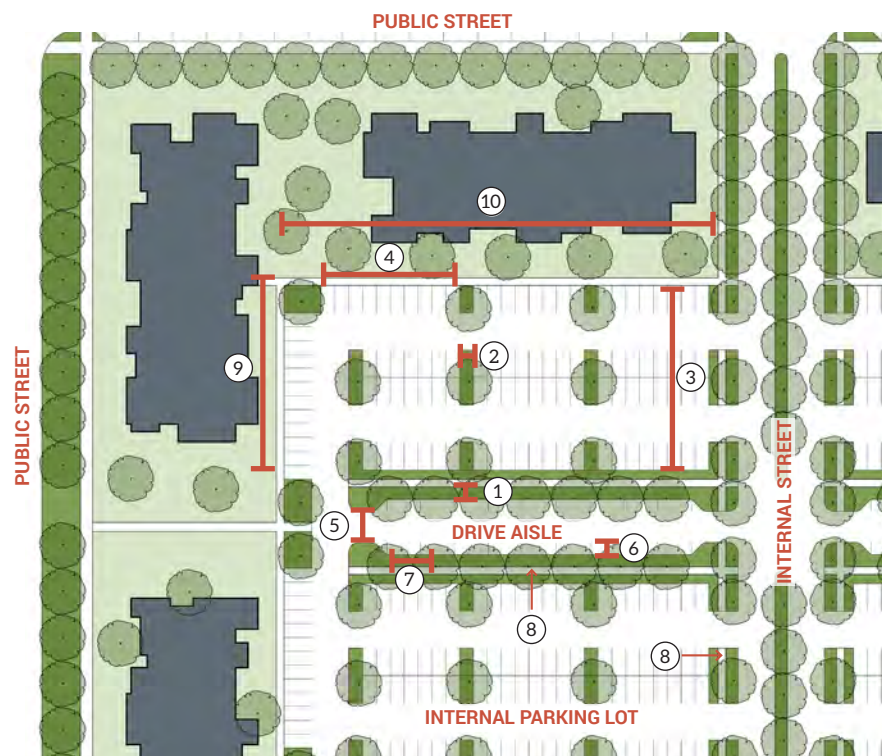


Figure 2.40 Internal Access Siting

STEP 6

Locate parking access & circulation (secondary to open space and building locations)

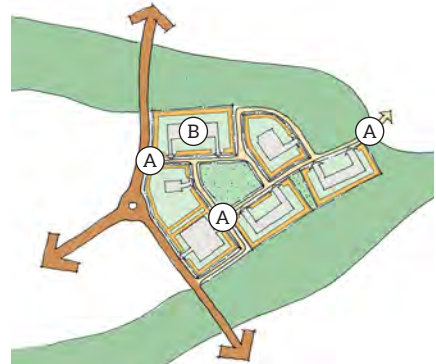


Figure 2.41 Access, Circulation, and Parking Diagram

- (A) INTERNAL STREETS CONNECT TO PUBLIC STREETS AND PROVIDE ACCESS TO PARKING
- (B) PARKING LOTS LOCATED INTERNALLY BEHIND BUILDINGS



Figure 2.42 Internal Street as “Complete Street”

1. Planting Strip Buffer: 8' min. width
2. Planting Aisle Strip: 8' min. width
3. Parking Bays (Reference 1.4 Definitions “Bay of Parking”): 3 double-loaded bays max. Must be separated by drive aisle.
4. Parking Aisle Length: 10 spaces max. Must be separated by planting aisle strip
5. Drive Aisle: 24-26' min. width
6. Parallel Parking: 8' min. width
7. Internal Drive Tree Spacing: 30'-35' on-center (O.C.)
8. Internal Pedestrian Connections: 5' min. detached sidewalk
9. Maximum width 180 feet of internal parking lot
10. Maximum length 270 feet of internal parking lot

B. Internal Private Street Design Standards for Circulation

Intent:

Internal streets are private streets located within a multiple-family parcel that are intended to create the look and feel of a narrow public street by providing a detached sidewalk, street trees, a landscape edge, and parallel parking in some instances.

Standards:

1. Internal Private Street Standards shall include all of the following:
 - a. Drive aisles shall comply with the Land Development Ordinance.
 - b. Parallel parking where allowed or desired along internal streets shall be 8 feet wide.
 - c. A tree lawn of a minimum 8 feet wide shall be located immediately behind the back of curb.
 - d. Approved street trees within the tree lawn spaced at 30 to 35 feet on center.
 - e. A minimum 5-foot wide detached sidewalk shall be located behind the tree lawn.
 - f. Where private drives are adjacent to internal parking lots an additional 8-foot wide landscape buffer strip shall be provided to screen the parking lot areas. See *Figure 2.46*.



Figure 2.43 Parallel parking along internal streets

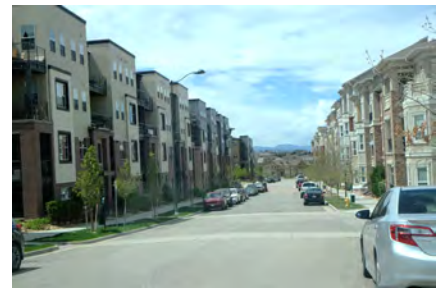


Figure 2.44 Internal street showing 24- to 26-foot drive aisle with tree lawn and sidewalk



Figure 2.45 Landscape buffer screening a parking lot adjacent to a private drive.

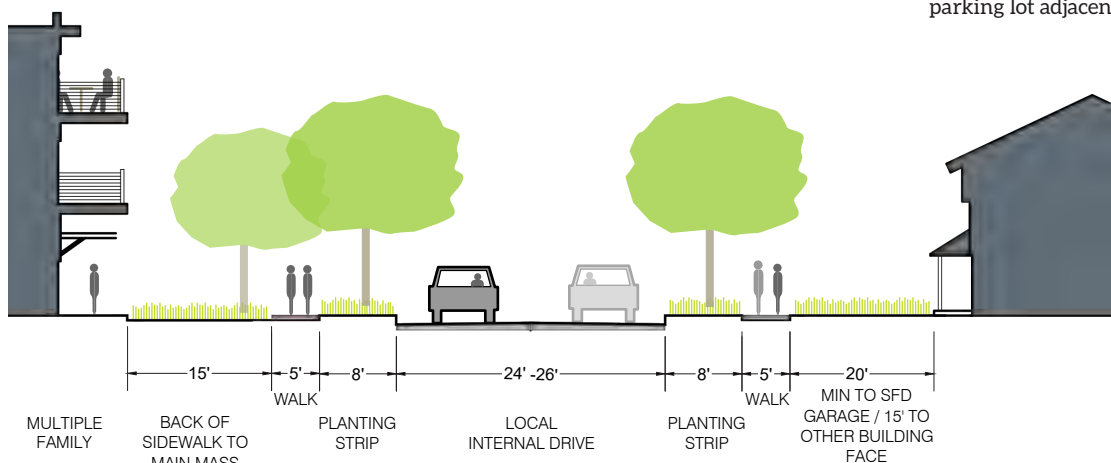


Figure 2.46 Internal street frontage section

C. Parking Lot Design

Intent:

Locate parking lots internal to development blocks, behind building massing to minimize the visibility of parking. Use parking lot landscaping to visually break up larger parking areas and to reduce urban heat island impacts.

Standards:

1. Surface parking areas shall be limited to a maximum width of 3 bays of parking, or 180 feet by 270 feet without being broken up by an Internal Street. See *Figure 2.40 Internal Access Siting*.
2. Planting and screening between parking lot drive aisles and parking bays shall follow the dimensional standards illustrated in *Figure 2.47*.
3. Parking aisle lengths shall not exceed 10 cars in length without being broken by an 8-foot wide minimum planting island.
4. If dictated by grading, existing road conditions, or improved site layout, the Planning Director may approve parking lots visible to the public street face not to exceed 60 feet total along a given street or block frontage. When this condition exists, the parking lot shall be screened with a 3-foot tall landscape hedge or masonry site wall matching the character of the adjacent project architecture.
5. Private parking lots abutting public open space and trails shall not be allowed unless they are 25 feet from the property edge and screened by a minimum 3-foot tall landscape hedge or masonry wall matching the character of the adjacent architecture. An exception may be permitted by the Planning Director if the proposed private parking lot provides public parking spaces. In this case, the public parking spaces may be allowed within the 25-foot buffer zone.

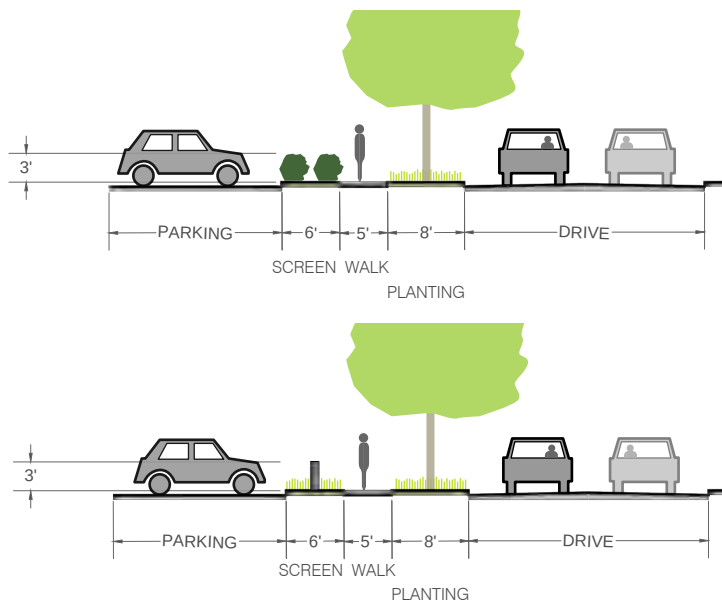


Figure 2.47 Parking lot screening design options



Figure 2.48 Parking aisle broken by 8-foot wide planting island



Figure 2.49 Example of screened parking lot adjacent to right-of-way frontage

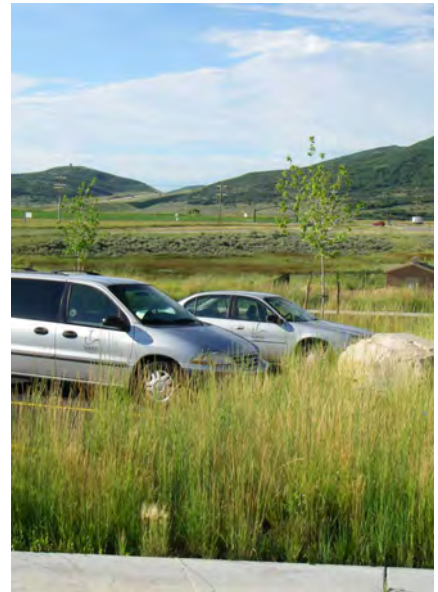


Figure 2.50 Parking lot abutting public open space

Grading and Retaining Walls

A. Grading

Many areas within the Town of Parker consist of a rolling topography. The Town has current grading, drainage, stream protection, erosion control and ridgeline ordinances and regulations in place through the LDO (refer to LDO to address criteria and regulations).

Intent:

Protect the character of the existing terrain, drainage ways, ridgelines and minimize cut-and-fill earthwork.

Standards:

1. Demonstrate that the grading approach minimizes disturbance of the site and grading to the greatest extent possible.
2. Use building form, such as multiple building levels and walkouts, to minimize site grading and to take advantage of existing grades, rather than creating flat pads.

B. Retaining Walls

Intent:

Employ retaining walls to retain topography in tight spaces and/or to maximize buildings and recreational areas while being sensitive to a site's natural topography.

Standards:

1. Retaining walls shall be limited to 4 feet in height and made of stone or split face masonry material that matches or is complimentary to the architecture of the buildings.
2. Where multiple retaining walls are required they shall be terraced with a minimum width of 5 feet of live landscaping and a maximum of 6 inches of sloped vertical elevation change on the terrace area between the walls. Refer to LDO Section 13.10.100 for specific requirements. (See *Figure 2.54*).



Figure 2.54 Retaining wall

STEP 7

Design site elements such as retaining walls, service, and storage



Figure 2.51 Retaining wall



Figure 2.52 Multiple retaining walls with planted terraces



Figure 2.53 Terraced walls

Service and Storage

A. Screening

Intent:

Multiple-family development layout shall minimize the visual and physical presence of service, utility, and storage elements of the community, while providing sufficient and functional service area uses and access.

Standards:

1. Utilize architectural and landscape screening elements to mitigate undesirable utility and service use locations. Landscape screening shall be utilized in conjunction with screen walls to provide varied screening techniques and avoid a hard monotonous treatment.
2. Locate service and utility areas a minimum of 50 feet away from main entry points into buildings and adjacent to streets.
3. Architectural walls and screens shall be consistent with the design and materials of the building to which they are connected, adjacent, or accessory to.
4. Where landscaping is utilized for screening it shall be layered in two rows of plants to screen the undesirable view from the streetscape and adjacent properties.
5. Landscape screening shall incorporate evergreen plant material or deciduous plant material with dense branching habit to provide effective screening during the winter.
6. Plant installation size and spacing shall be sufficient to provide 75% screening of the intended object within 5 years of installation.
7. The periphery of all surface parking lots shall be screened with a hedge of at least 3 feet high, a decorative low 3-foot architectural wall, or a 3-foot high decorative metal screen fence, or combination thereof (See *Figure 2.58* through *Figure 2.60*).

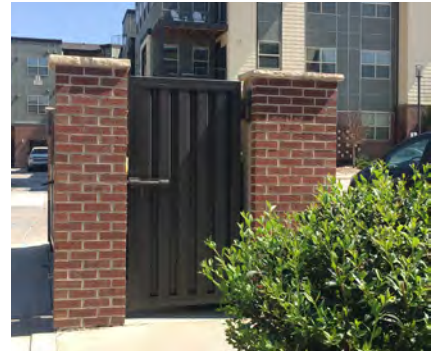


Figure 2.55 Screened outdoor storage



Figure 2.56 Screened outdoor storage



Figure 2.57 Evergreen landscape screening



Figure 2.58 Parking lot landscape screening



Figure 2.59 Parking lot fence screening



Figure 2.60 Architectural screening elements using consistent materials as the building

Utilities

Intent:

Locate service and utility areas away from areas that are visible from the public realm to prevent detracting from the pedestrian-friendly environment of the neighborhood.

Standards:

A. Location of Utilities

1. Locate service and utility areas away from main entries into buildings, public and internal streets, sidewalks, and corners. Planning for location of utilities should be a collaborative process with the utility, the Town, and the developer.
2. Locate utilities in the center of blocks, in the rear or on the side of buildings.
3. All utilities, both free-standing and attached to buildings should be screened by elements like planting or fencing that provides year-round screening. For screening standards, reference *2.4.9.A Screening*.
4. A mixture of shrub, groundcover, turf, and native grass should be used in undulating forms to breakup the long straight line appearance of utility easements where trees are not allowed to be planted.



Figure 2.61 Utilities appropriately located in the rear of buildings away from main entries

How the Site Design Comes Together: Case Study

Defining blocks, orienting buildings to create frontage, locating parking and access in the center of blocks, treating adjacent uses sensitively, grading minimally, and locating storage and service out of sight creates livable, high-quality multiple-family neighborhoods that enhance the character and quality of life in Parker.

The case study shown in *Figure 2.62* through *Figure 2.67* demonstrate how the site design comes together in a multi-block development that achieves the standards. In this case study, the developer plans to build Double-Aspect Walk-Up Buildings.

STEP 1

Multiple-family development type for example Double-Aspect Walk-up Buildings

STEP 2

Identify and protect important natural features and views

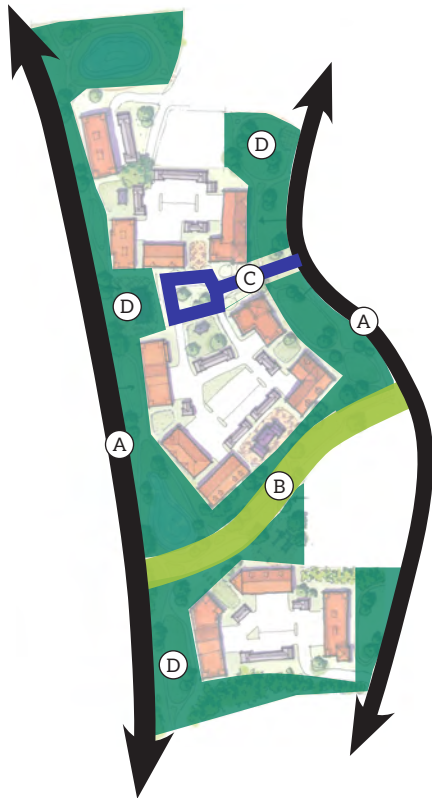


Figure 2.62 Block edges

- (A) — PUBLIC STREET
- (B) — PUBLIC GREENWAY
- (C) — INTERNAL STREET
- (D) — PRIVATE OPEN SPACE

STEP 3

Lay out development blocks, internal streets and greenways, and pedestrian & bike connections

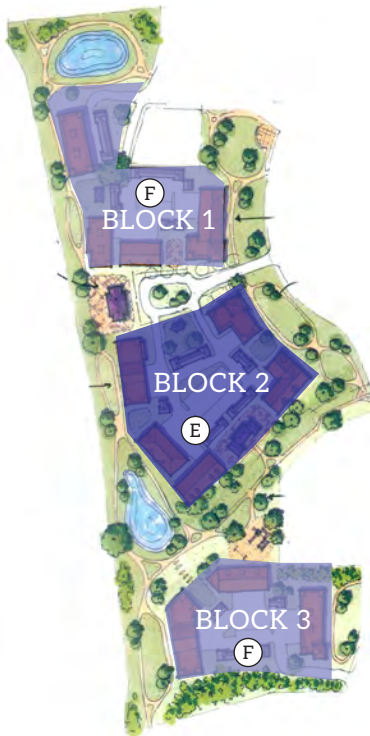


Figure 2.63 Defined blocks

- (E) — PARTIAL BLOCKS
- (F) — FULL-WRAP BLOCKS

STEP 4

Site buildings to front public & private streets and greenways



Figure 2.64 Building frontage at perimeter

- (G) — BUILDING FRONTAGE

STEP 5

Determine if buildings require specific orientation, setbacks, heights, or screening based on adjacent uses



The multiple-family site is bounded by a public street.

The multiple-family site is separated from the adjacent single-family detached houses by a public street. The single-family detached houses have rears that face the public street, with a privacy fence. *Frontage Requirements for Adjacent Uses* states that when adjacent uses are separated by a public street, the new multiple-family buildings shall face the public street, despite the front-to-back relationship.

A public open space greenway runs through the site.

New multiple-family buildings front the public open space.

Figure 2.65 Buildings designed in consideration of adjacent uses

STEP 6

Locate parking access and circulation (secondary to open space and building locations)



Clear entry and access point into the neighborhood.

Internal street follows Internal Street Design Standards, with on-street parking where appropriate, sidewalks, shade street trees, and other required features.

Parking lots located in the rear of the buildings, in the center of blocks.

Parking lot size limited to no more than three bays in width.

Ensure pedestrian and bicycle connectivity between blocks.

Figure 2.66 Site access and parking design

STEP 7

Design site elements such as retaining walls, service, and storage



Trash receptacles, loading docks, and service areas located in the rear of buildings, accessed from internal parking courts

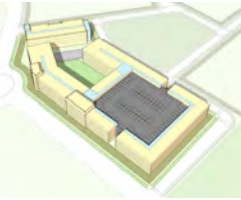
Periphery of parking lot screened where not enclosed by buildings

Outdoor storage screened according to standards

Figure 2.67 Appropriately locate service and utility elements

Table 2.8 below summarizes the four block types and provides an at-a-glance reference for the related standards.

Table 2.8 Summary Block Types Matrix

								
Block Type	Single-Aspect		Double-Aspect		Structured Parking		Composite Block	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
Block Depth (ft.)	220'	240'	260'	340'	280'	380'	240'	290'
Half-block Depth (ft.)	110'	120'	130'	170'	140'	190'	Varies	Varies
Block Length (ft.)	250'	700'	320'	640'	320'	640'	320'	640'
Block Area (acres)	1.2 ac.	3.9 ac.	1.9 ac.	5.0 ac.	2.1 ac.	5.6 ac.	1.8 ac.	4.2 ac.
Distance between buildings	10'	15'	12'	20'	12'	30'	12'	30'

Building Design Standards

Parker residents value high-quality building design that fits into and enhances the character of the community. Based on input from the community and key stakeholders, the Standards include requirements for six components of building design:

- Building type
- Variety
- Massing
- Composition
- Building elements
- Material and color palettes

Each of these components is critical to comprehensive, high-quality building design. The Standards require 360-degree architecture, with high-quality materials and design on all sides of a building that are visible from the public realm.

Intent:

Design buildings that are high-quality, well-scaled, appropriate for their contexts, relative to human scale, sustainable, and durable over time. High-quality building design defines the public realm, ensures design variety, and provides visual interest to neighborhoods.

The Building Design standards are organized into the six steps shown in *Figure 2.68* and described throughout this section.



Figure 2.69 Example of a high-quality townhouse development

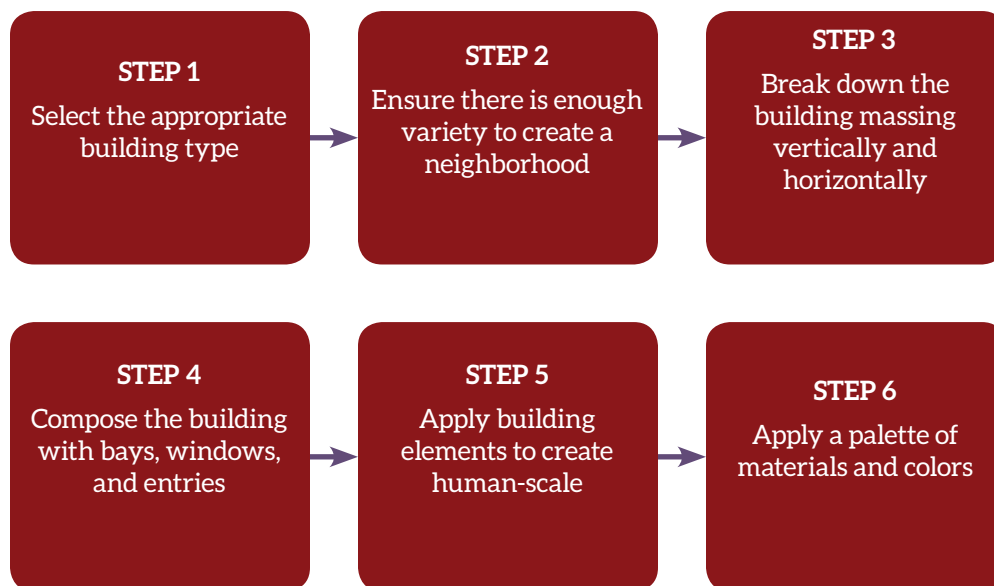


Figure 2.68 Typical Multiple-Family Building Design Process

Building Types

Building types describe dimensional and circulation differences between the way that multiple-family buildings function. Each building type described below has specific standards for the way that frontage and block siting should occur. As building scale increases, strategies for massing and composition and building diversity become more critical in the building design process.

Intent:

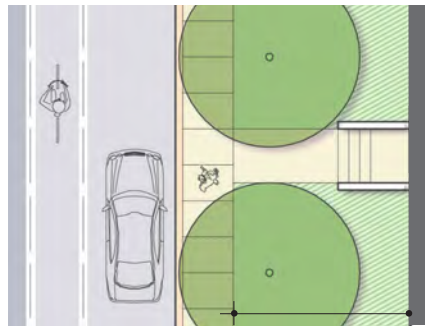
Site and orient buildings to create pedestrian-friendly walkable streets. Dimension buildings to ensure adequate natural light and livable spaces. Design buildings with human-scale building elements in the front to transition between the interior and exterior. Locate service-oriented functions such as parking, in the rear with adequate separation from buildings.

STEP 1

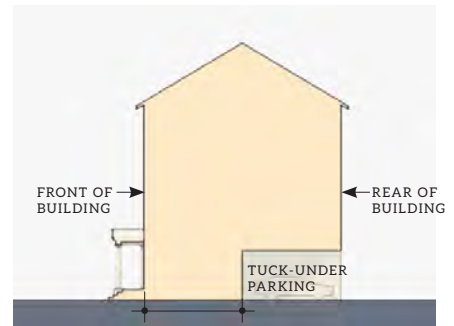
Select the appropriate building type



Distance between front of building and path or sidewalk



Distance between front of building and path or sidewalk



Min. distance between tuck-under parking and front of building

Figure 2.70 Diagrams showing distance between front of the building to path or sidewalk

Figure 2.71 Minimum distance between tuck-under parking and front of building



Figure 2.72 Paired Unit



Figure 2.73 Attached House



Figure 2.74 Walk-Up Multiple-Family Building (Single-Aspect)

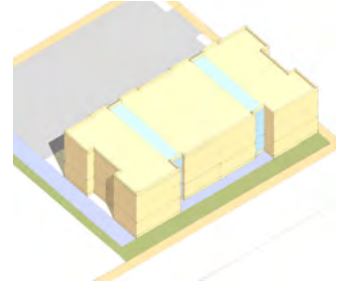


Figure 2.75 Walk-Up Multiple-Family Building (Double-Aspect)

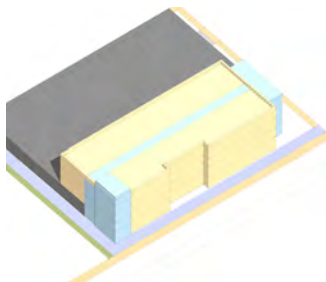


Figure 2.76 Corridor Multiple-Family Building

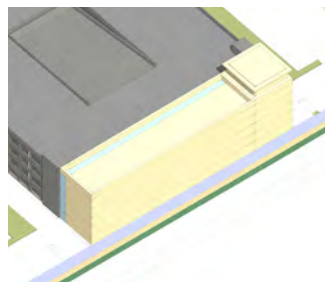


Figure 2.77 Liner Multiple-Family Building

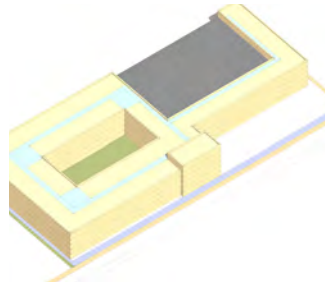


Figure 2.78 Texas Wrap Building

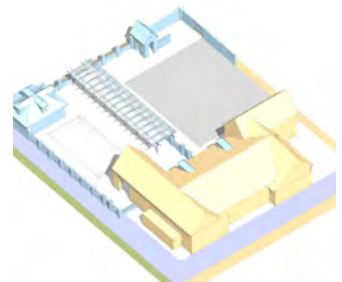


Figure 2.79 Accessory Building/Structure

A. Paired Unit (Duplex, Patio Home)

The Paired Unit is a small building that contains two side-by-side, ground-oriented residential units. Each has its entry on a street or open space. Paired Units may serve active adult markets, with master bedroom suites on the ground floor.

Standards:

1. Paired Units may be developed as part of an ownership development. In this case, the design must follow *13.10.161 Residential Design Minimums*.
2. If Paired Units are developed as part of a multiple-family development, the design shall comply with the standards below:

Table 2.10 Paired Unit Requirements

Building Requirements		
A	Building Length (feet)	18 to 32 (per unit)
B	Building Depth (feet)	30 to 60
Frontage Requirements (From Internal Streets and Open Spaces)		
C	Entrance access	Front or Side
D	Required distance between front of building and path or sidewalk (feet)	10 to 15
E	Required distance between rear of building and path/sidewalk or detached parking (feet)	15 minimum
F	Required distance between tuck-under garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G	Required distance between garage door and drive aisle/alley (feet)	Less than 5 feet or greater than 18 feet
H	Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
Circulation (Individual, Core, or Corridor)		Individual
Types of streets appropriate on		Local Collector, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Attached Patio Home, Duplexes, Paired Home



Figure 2.80 Example of Paired Units

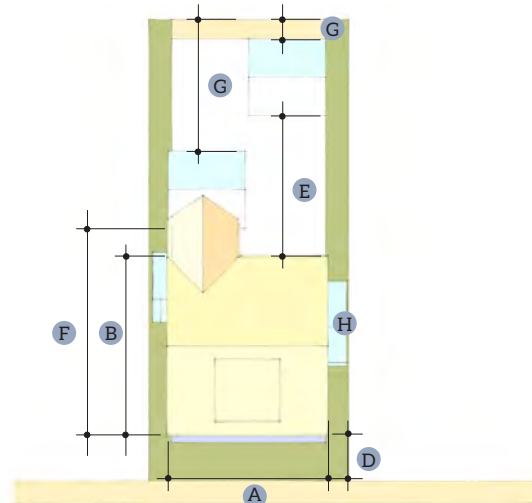


Figure 2.81 Example of Paired Units

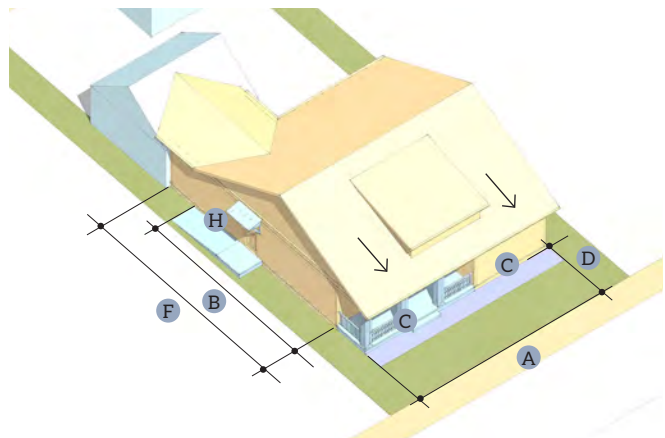


Figure 2.82 Example of Paired Units

B. Attached House

Attached Houses include townhouses, row houses, and brownstones. Typical attached houses are ground oriented (not stacked), and each unit has an entry on a street or open space. Attached house buildings include three to seven units. Tuck-under townhouses have parking under the rear of the main body massing. Stacked townhouses include a townhouse on top of a ground floor unit.

Standards:

Table 2.11 Attached House Requirements

Building Requirements	
A Building Length (feet)	16 to 28 (per unit)
B Building Depth (feet)	30 to 44
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front-Only
D Required distance between front of building and path or sidewalk (feet)	10 to 15
E Required distance between rear of building and path/sidewalk or detached parking (feet)	15 minimum
F Required distance between tuck-under garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G Required distance between garage door and drive aisle/alley (feet)	Less than 5 feet or greater than 18 feet
H Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
Circulation (Individual, Core, or Corridor)	Individual
Types of streets appropriate on	Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Townhouse or Townhome
- Rowhouse or Rowhome
- Greystone
- Brownstone



Figure 2.83 Example of Attached House

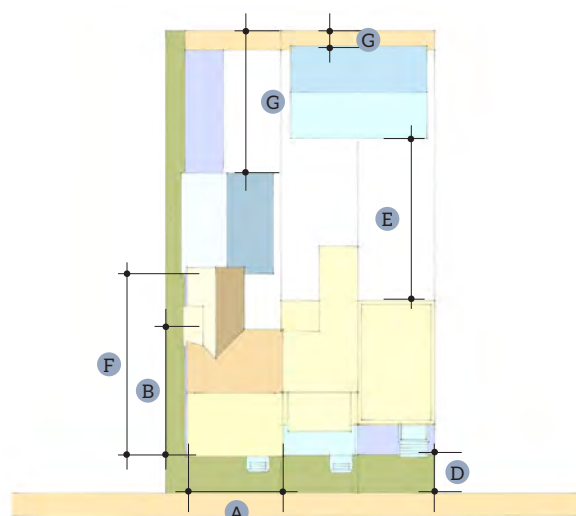


Figure 2.84 Example of Attached House lot

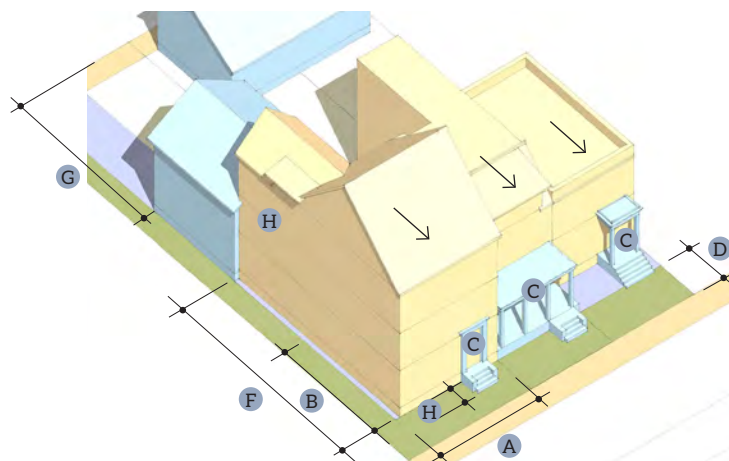


Figure 2.85 Example of Attached House main body

C. Walk-Up Multiple-family Building (Single-Aspect)

Walk-Up Multiple-Family Buildings contain residential units that share common circulation cores (each typically serving 2 units per floor). Single-aspect walk-up buildings are one-unit deep, with defined fronts and backs. The cores extend through the building and have entries in both the front and rear.

Standards:

Table 2.12 Walk-Up Multiple-Family Building Requirements

Building Requirements	
A Building Length (feet)	50 to 150
B Building Depth (feet)	30 to 54
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front and Rear
D Required distance between front of building and path or sidewalk (feet)	10 to 15
E Required distance between rear of building and path/sidewalk or detached parking (feet)	15 minimum
F Required distance between tuck-under garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
H Circulation (Individual, Core, or Corridor)	Core
Types of streets appropriate on	Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Garden Apartment



Figure 2.86 Example of Walk-Up Multiple-Family building

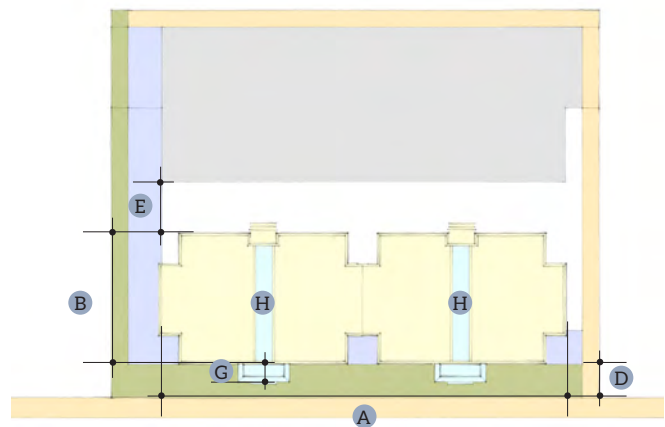


Figure 2.87 Example of Single-Aspect Walk-Up Multiple-Family Building



Figure 2.88 Example of Single-Aspect Walk-Up Multiple-Family Building

D. Walk-Up Multiple-Family Building (Double-Aspect)

Double-aspect Walk-Up Multiple-Family Buildings contain residential units that share common circulation cores (each typically serving 4 units per floor). Single-aspect walk-up buildings are two-units deep. Units face the front and rear of the building, so a front side must be selected for block layout. The cores extend through the building and have entries in both the front and rear.

Standards:

Table 2.13 Walk-Up Multiple-Family Building Requirements

Building Requirements	
A Building Length (feet)	48 to 250
B Building Depth (feet)	55 to 60
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front and Rear
D Required distance between front of building and path or sidewalk (feet)	10 to 20
E Required distance between rear of building and path/sidewalk or detached parking (feet)	20 minimum
F Required distance between integrated garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
H Circulation (Individual, Core, or Corridor)	Core
Types of streets appropriate on	Principal Arterial, Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Garden Apartment



Figure 2.89 Example of Walk-Up Multiple-Family Building

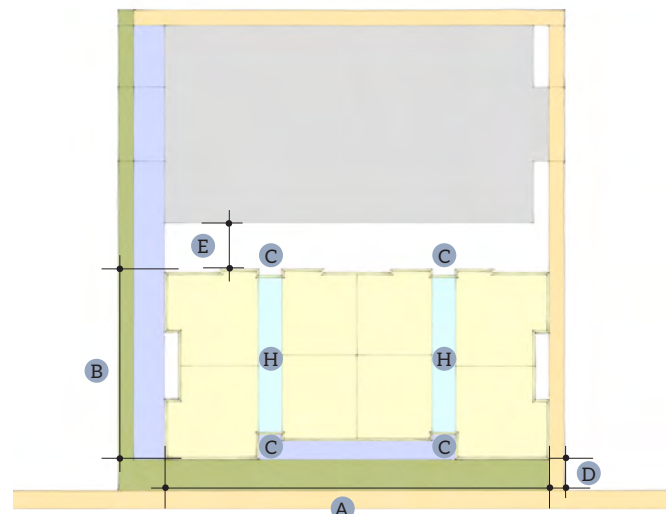


Figure 2.90 Example of Double-Aspect Walk-Up Multiple-Family Building

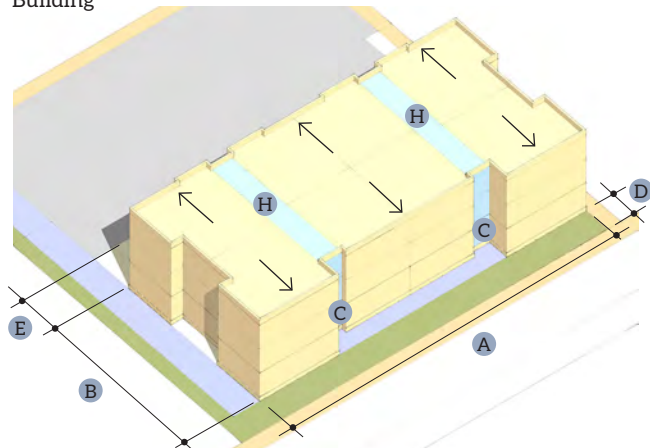


Figure 2.91 Example of Double-Aspect Walk-Up Multiple-Family Building

E. Corridor Multiple-Family Building

Corridor Multiple-Family Buildings are served by a central corridor, typically with vertical circulation at either end. Corridor Buildings have units that face the front and rear of the building, so a front side must be selected for block layout. Corridor Buildings may have units on the ground floor, or they may have non-residential uses or an integrated parking structure on the ground floor.

Standards:

Table 2.14 Corridor Multiple-Family Building Requirements

Building Requirements	
A Building Length (feet)	80 to 250
B Building Depth (feet)	60 to 80
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front and Rear
D Required distance between front of building and path or sidewalk (feet)	10 to 20
E Required distance between rear of building and path/sidewalk or detached parking (feet)	20 minimum for Double-Corridor Building
F Required distance between integrated garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
H Circulation (Individual, Core, or Corridor)	Corridor
Types of streets appropriate on	Principal Arterial, Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Double-loaded Corridor Apartment
- Double-loaded Corridor Tuck Under Apartment
- Double-loaded Corridor Podium Building

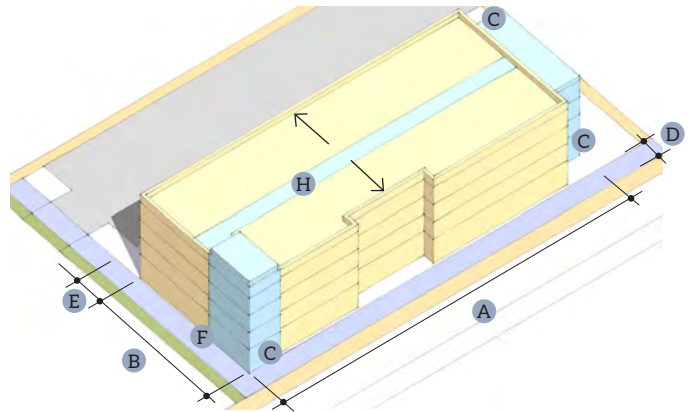


Figure 2.92 Example of Corridor Multiple-Family Building

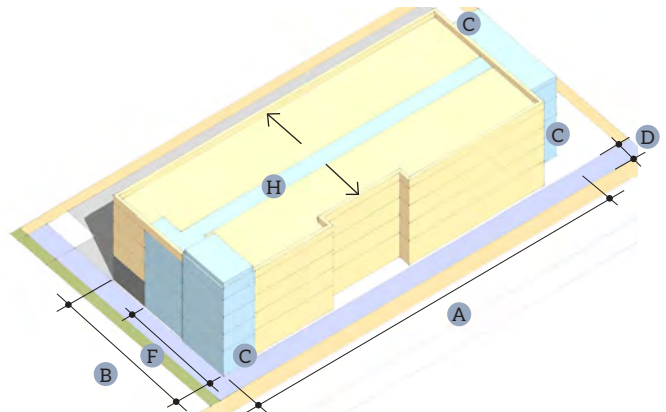


Figure 2.93 Example of Corridor Tuck Under Multiple-Family Building

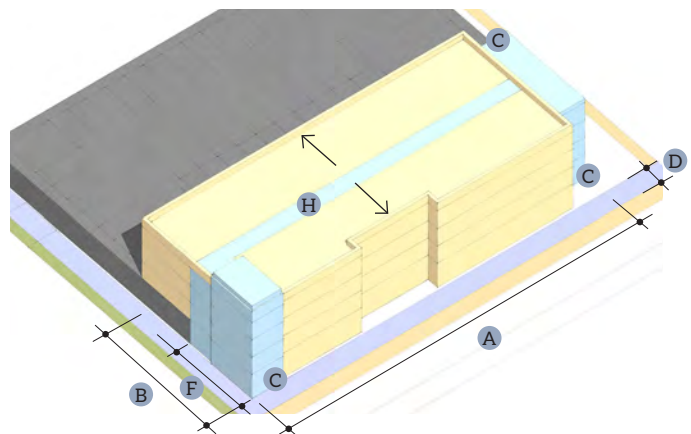


Figure 2.94 Example of Corridor Podium Multiple-Family Building

F. Liner Multiple-Family Building

Liner Buildings create active use frontage along structured parking garages. Liner Buildings are one-unit deep, with a clear front. Ground floor units may have separate entrances, while upper floor units are accessed by a common lobby, vertical circulation, and a corridor located between the building and the garage.

Standards:

Table 2.15 Liner Multiple-Family Building Requirements

Building Requirements	
A Building Length (feet)	80 to 250
B Building Depth (feet)	33 to 45
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front Only
D Required distance between front of building and path or sidewalk (feet)	10 to 20
E Required distance between rear of building and path/sidewalk or detached parking (feet)	N/A
F Required distance between integrated garage parking and front of building (feet) (See Figure 2.71)	33 minimum
G Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
H Circulation (Individual, Core, or Corridor)	Individual or Corridor
Types of streets appropriate on	Principal Arterial, Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space



Figure 2.95 Example of Liner Multiple-Family Building

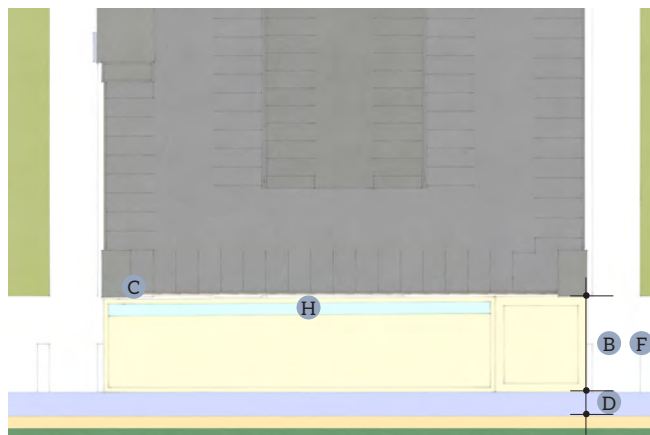


Figure 2.96 Example of Liner Corridor Multiple-Family Building

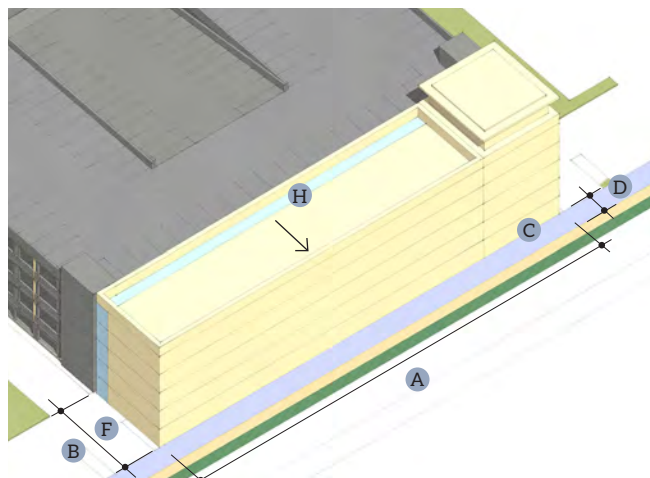


Figure 2.97 Example of Liner Corridor Multiple-Family Building

G. Texas Wrap Building

The Texas Wrap Building combines Corridor and Liner Multiple-Family Buildings, wrapped around a single garage. This building type efficiently serves a large number of units through connected corridors.

Standards:

Table 2.16 Texas Wrap Building Requirements

Building Requirements		
A	Building Length (feet)	80 to 150
B	Building Depth (feet)	33 to 65
Frontage Requirements (From Internal Streets and Open Spaces)		
C	Entrance access	Front and Rear
D	Required distance between front of building and path or sidewalk (feet)	10 to 20
E	Required distance between rear of building and path/sidewalk or detached parking (feet)	N/A
F	Required distance between integrated garage parking and front of building (feet) (See Figure 2.71)	20 minimum
G	Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
H	Circulation (Individual, Core, or Corridor)	Corridor
Types of streets appropriate on		Principal Arterial, Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

ALTERNATE NAMES

- Texas Doughnut Building
- Liner Wrapped Building
- Wrap Style Building
- Wrapped Podium



Figure 2.98 Example of a Texas Wrap Corridor Multiple-Family Building

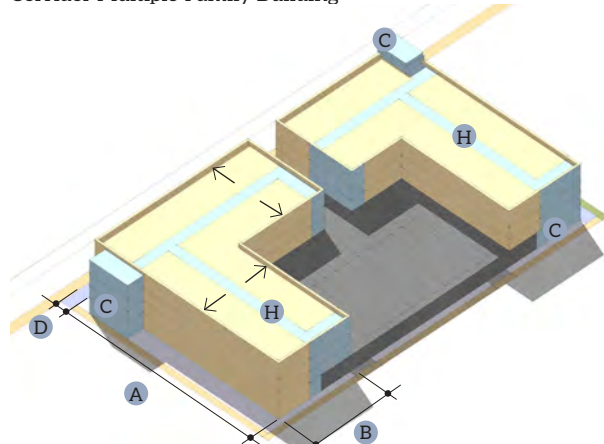


Figure 2.99 Example of a Wrapped Podium Building

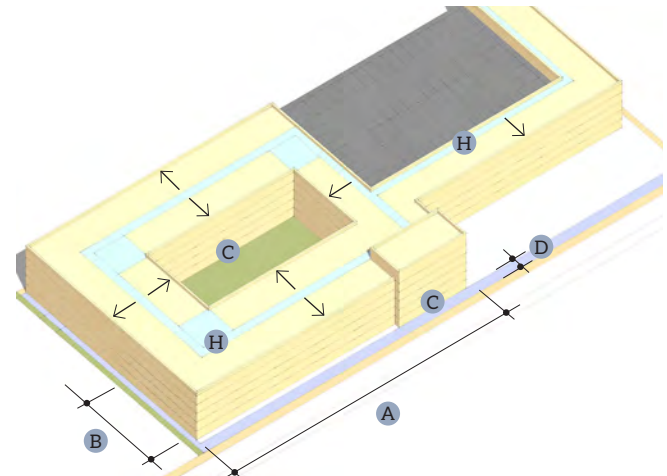


Figure 2.100 Example of a Texas Wrap Building

H. Parking Garages*

Structured parking, when visible, should be an attractive architectural element in the community. The standards below apply to multiple-family, commercial, industrial, and mixed-use developments.

Intent:

Minimize the visual impact of parking on the pedestrian experience and the street environment; create visually interesting facades; create facades compatible in character with adjoining buildings and spaces; and reduce visual impact of headlights and light emanating from parking structures.

Standards:

1. Parking garages seen from the street, open space or adjacent property shall be designed to complement the design character of buildings integrated with the garage, or of adjacent architecture.
2. Parking garage facades fronting streets, open spaces, or adjacent properties shall include architectural elements that relate to human scale, such as bay expression, fenestration, changes in plane of walls, changes in materials or color, architectural details, signage, or art.
3. Sloped ramps shall not be permitted on facades fronting a right-of-way, plaza, or open space.
4. Parking garages shall be wrapped on all sides visible by the public. Planning Director may waive the following criteria:
 - Lot size
 - Lot shape, topography or other constraints
5. Entire sides of substantial lengths of the garage designed to be open with no fenestration are prohibited.
6. Long lengths of openings that do not replicate a window or storefront pattern are prohibited.
7. Vehicles shall not be visible from streets, sidewalks, or public rights-of-way.
8. Parking structures shall screen all head-in parking with a continuous wall no less than 42 inches high in front of vehicles, constructed of materials of equivalent quality to the facades of adjacent buildings.
9. Garage structures three levels or taller shall incorporate retail or other uses at the ground level or accommodate taller ceiling heights to allow for conversion in the future.
10. There shall be architectural articulation on all sides of the parking structure visible from public rights-of-ways, with architectural materials other than precast concrete or block; articulation shall extend at least 6 inches from the structure.

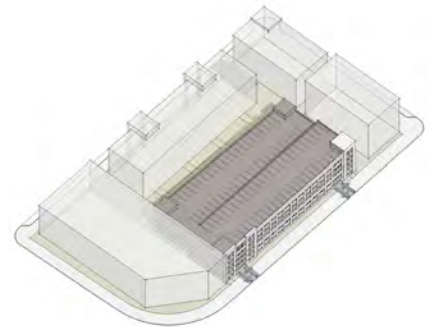


Figure 2.101 Example of stand-alone parking structure, wrapped by building

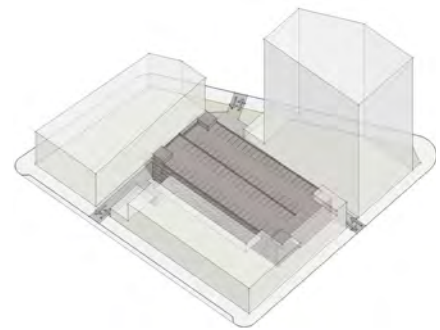


Figure 2.102 Example of parking structure integrated with liner buildings

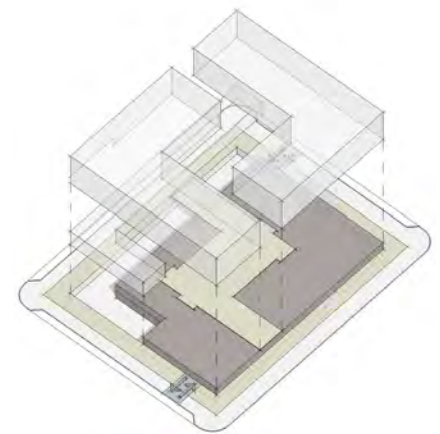


Figure 2.103 Example of a podium/basement parking structure with buildings above

* Credit: Parking Garage Standards developed by Kimley-Horn. For parking structures in the Downtown area, please refer back to the Greater Downtown District Design Standards.

I. Accessory Buildings/Structures

Accessory Structures accommodate uses other than primary use within a multiple-family development, providing either amenities or utility for the residents. For the purposes of this document, there are two types — functional and amenity.

1. Functional Building

Functional Buildings include garages and carports, mail structures, as well as storage for mechanical systems or belongings.

Table 2.17 Functional Building Requirements

Building Requirements	
A Building Length (feet)	12 to 120 (maximum 5 double garages in a row)
B Building Depth (feet)	20 to 45
Frontage Requirements (From Internal Streets and Open Spaces)	
C Required distance between rear of building and drive aisle (feet)	5 minimum, 18 maximum
Types of streets appropriate on	Collector, Local, Internal Street, Parking Lot Drive Aisle

Standards:

- Minimize the visibility of Functional Buildings through appropriate siting in the center of blocks.
- If Functional Buildings are visible from streets or open spaces and are not obscured by other multiple-family buildings, they shall be screened by adequate landscaping, walls, or fencing, according to the standards in *2.4.9.A Screening*.
- Provide adequate access to Functional Buildings, while not highlighting or elevating their importance.
- Functional Buildings may be permitted along a single side of a block, only under the condition that they do not face public streets or important, highly-visible internal streets or open spaces. Garage doors or service entrances may not face perimeters of blocks.

ALTERNATE NAMES

- Carport
- Garage
- Bike Barn
- Storage Shed
- Pool Equipment Building
- Mail Structure



Figure 2.104 Example of a mail structure



Figure 2.105 Example of garages

2. Amenity Building

Amenity Buildings house active uses, including accessory living, recreation, or gathering space for residents. Stand-alone carriage houses, club houses, pool houses, and fitness centers are examples of amenity buildings.

Standards:

Table 2.18 Amenity Building Requirements

Building Requirements	
A Main Building Width (feet)	N/A
B Main Building Depth (feet)	N/A
Frontage Requirements (From Internal Streets and Open Spaces)	
C Entrance access	Front, Side, and Rear
D Required distance between front of building and path or sidewalk (feet)	10 to 15
E Required distance between rear of building and path/sidewalk or detached parking (feet)	10 minimum
F Projection of Building Elements into the distance between the front of building and sidewalk (feet)	8 maximum
Circulation (Individual, Core, or Corridor)	Individual
Types of streets appropriate on	Principal Arterial, Arterial, Major Collector, Collector, Local, Old Town Street, Internal Street, Open Space

- Locate Amenity Buildings to be accessible to the whole development by internal streets and/or publicly accessible open space.
- Design Amenity Buildings that have high-quality building elements to connect to the public realm and create an approachable, human scale.
- Elevate the level of design, finish, and materials to match the civic nature of the building's use.

Guidelines:

- Amenity Buildings should take design cues from the residential buildings which they are accessory.
- Facades of Amenity Buildings facing public streets or that are highly visible in the development shall have a higher percentage of transparency and articulation than other facades.

ALTERNATE USES

- Club House
- Carriage House
- Pool Building



Figure 2.106 Example of club house Amenity Building

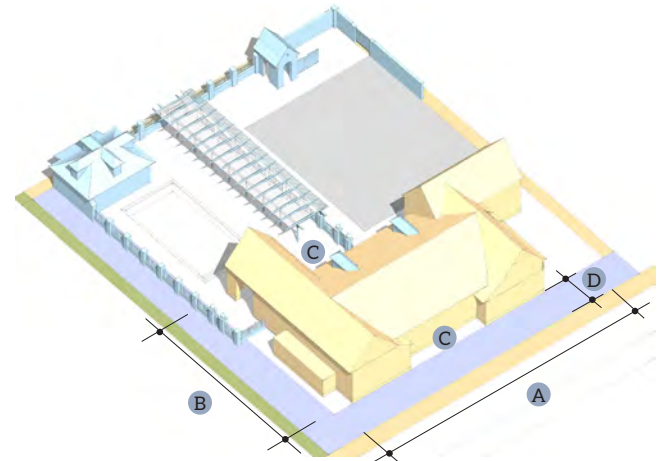


Figure 2.107 Example of Club House Amenity Building

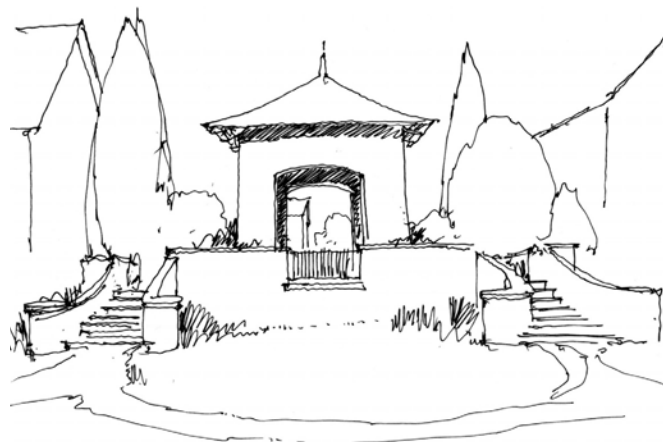


Figure 2.108 Example of an Amenity Building as a focal point

Building Design Variety

Residential neighborhoods require architectural variety to make them enjoyable, interesting environments. Even in neighborhoods where the same building type or plan is repeated, building elements, palettes, and styles should provide variation along the street.

Intent:

Achieve variety of design to ensure the development is visually interesting and to reinforce the creation of neighborhoods rather than repetitive and identifiable complexes.

Standards:

A. Elevation Design Variation Requirement

- 1. Developments with more than two buildings must comply with the required minimum number of Elevation Design Variations required in Table 2.19.
- 2. For developments with more than two buildings, buildings sited next to one another in the same orientation must have different Elevation Design Variations.
- 3. Elevation Design Variations shall be determined by differences in the patterns of breaking down the horizontal and vertical massing, the building composition, application of building elements, and the material and color palettes.

STEP 2

Ensure there is enough variety to create a neighborhood

Table 2.19 Elevation Design Variation Requirement

Number of residential multiple-family buildings in the development	Min. Different Elevation Design Variations Required
1-2	1
2-6	2
7-9	3
10 or more	1 per every 4 buildings, up to 6 total

BUILDING DESIGN VARIETY PRINCIPLE

- Variety in residential design creates inviting, interesting neighborhoods.



Figure 2.109 The example shows two Attached Building Types, with different Elevation Design Variations, defined by different composition and massing patterns (A-B-A and C-D-E).

Building Form and Massing

Breaking down building massing is essential to creating buildings that are well-proportioned and fit into a neighborhood context. This may be accomplished through plane changes, materials, and articulation.

Intent:

To create aesthetically pleasing building forms and to articulate buildings in a way that allows people to relate to the scale of the building, regardless of the length of elevation or height of the building.

A. Breaking Down Massing Horizontally

Standards:

- 1. Building proportions shall have a distinguishable top, middle, and base.
- 2. Openings shall be larger at the base or on the second floor and decrease in height towards the top of the building.
- 3. Materials shall appear heavy at the base of the building to anchor the building to the ground. Reference 2.5.6.A.1 Masonry Base Requirements.

Table 2.20 Horizontal Massing Break Requirements

	Techniques for Defining Horizontal Massing	Techniques for Enhancing Horizontal Massing
	• Visibly apparent material change • String course (horizontal banding) • Step-back or change in plane	• Scale of openings • Transparency percentage and visual weight • Building elements (storefronts, bay windows, roof lines)
Front, side, or any elevation visible from public streets or open spaces	Apply at least one technique between the top and middle of the building Apply at least one technique between the middle and base of the building	Apply at least two techniques
Rear Elevation	Apply at least one technique	N/A



Figure 2.112 Building 2.5 stories or shorter broken down horizontally



Figure 2.113 Building 3 stories or taller broken down horizontally

STEP 3

Break down the building massing vertically and horizontally



Figure 2.110 Horizontal massing defined by material changes



Figure 2.111 Multiple-family building with clearly defined top, middle and base

B. Breaking Down Massing Vertically

Multiple-family buildings have longer masses as a result of multiple units being contained in one building. Buildings 48 feet or longer are required to follow the standards below.

Standards:

Table 2.21 Vertical Massing Break Requirements

	Techniques for Defining Vertical Massing	Techniques for Enhancing Vertical Massing
	- Change in plane in the facade of the building (set forward or back) - Significant break in eave line or roof form	- Change in material with plane change - Pattern of openings and opening types - Minor change in eave line or roof form - Building elements (porches, bay windows, roof lines, etc.)
Front, side, or any elevation visible from public streets or open spaces	Apply both techniques, at the intervals described in <i>Table 2.22</i>	Apply at least one technique
Rear Elevation	Apply at least one technique	N/A

MASSING PRINCIPLES

- Well-proportioned components relate to human-scale and make pedestrians feel comfortable around the building.
- Larger buildings must be broken down through a series of changing planes and roof forms to create vertical masses and rhythm along a street or open space.

Table 2.22 Vertical Massing Break Requirements by Building Type

Building Type	Maximum Horizontal Distance at which a Vertical Break is Required
A Paired Unit	No requirement
A Attached House	Width of 3 units or 70 feet, whichever is lesser
A Walk-Up Building (both Single- and Double-Aspect)	Width of 2 units or 50 feet, whichever is lesser
A Corridor Building	Width of 4 units or 90 feet, whichever is lesser
A Liner Building	Width of 4 units or 90 feet, whichever is lesser

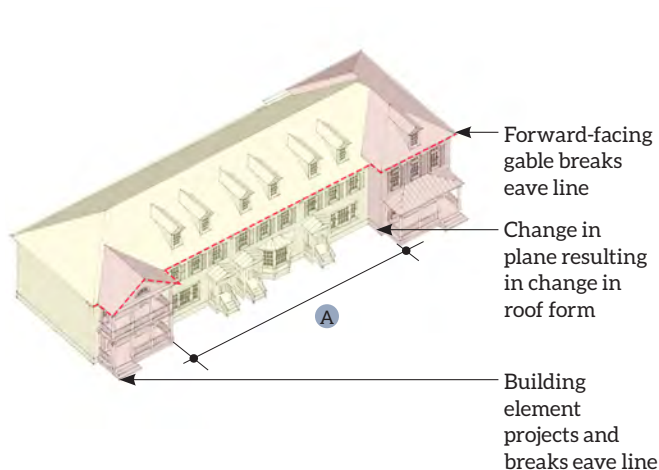


Figure 2.114 Attached House with mass broken up vertically

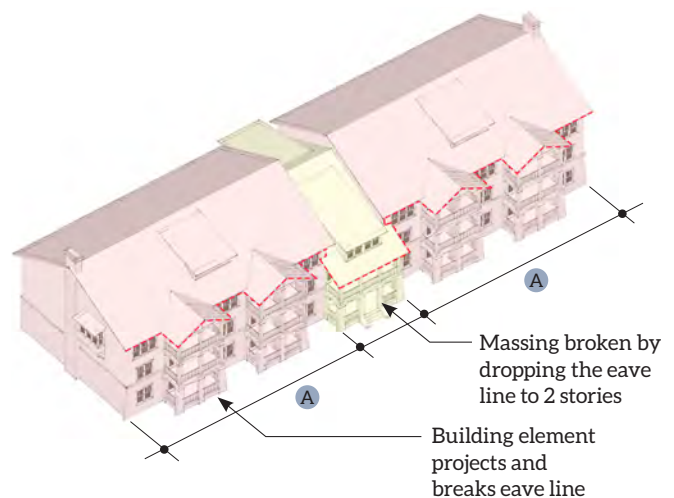


Figure 2.115 Multiple-Family Corridor Building with mass broken up vertically

Building Composition

Buildings are composed using vertical bays and a pattern of openings.

Intent:

To organize a building's basic elements (wall and openings) to create a recognizable rhythm, increase interest and walkability, and creates inherent security with eyes on publicly accessible streets and spaces.

A. Bays

Standards:

1. Bays must be expressed on front and side elevations by doing two of the following:
 - a. Ensuring that centerlines of openings are stacked vertically and visibly express load-bearing members in between openings;
 - b. Breaking the horizontal or vertical massing up with a recess, projection, or a change of plane to break the roof form or add forward-facing gables; or
 - c. Designing building elements (porches, balconies, dormers, or others) in clear vertical alignment.
2. Bay width shall not be larger than 24 feet or the width of one unit, whichever is lesser.



Figure 2.116 Walk-up Multiple-Family Building with regularly spaced bays

B. Openings/Fenestration

Fenestration is the pattern of openings and windows on a facade.

Guidelines:

1. Ground floor transparency should be a minimum of 25%, measured as a percentage of glazing in the base of a building.
2. Upper floor transparency should be a minimum of 15% glazing, measured as a percentage of glazing on the middle of a building. For certain styles, it may be appropriate to have up to 30% glazing on upper floors.
3. Special windows and fenestration patterns should be used to accentuate focal elements on the facade (towers, dormers, entries).
4. If using mullions and muntins on a traditional style building, divided lights (panes) should be square or vertical in proportion, and should be consistent with window patterns of the traditional style.

STEP 4

Compose the building with bays, windows, and entries

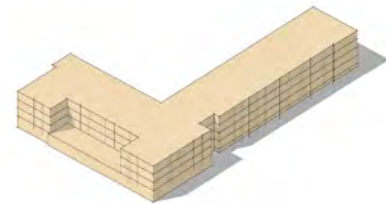


Figure 2.117 After the basic massing has been articulated, map the bays onto the facades to set the rhythm of openings

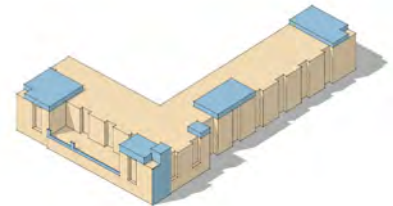


Figure 2.118 Add special elements to the top of the building to accentuate important bays in the composition

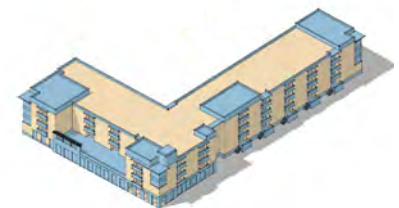


Figure 2.119 Add building elements that further define the bays, such as balconies

C. Entries

Articulating building entries is an important part of the Building Composition step. Entries elevate certain parts of the building in hierarchy and should be more important in the elevation design than typical bays to indicate where to enter the building.

Standards:

- 1. A street-facing or open space-facing entry is required for the primary entrance of every building.
- 2. The main entrance of every building shall be articulated architecturally, with the addition of Building Elements (see Page 2 – 58) *Inventory of Building Elements*.
- 3. For Walk-up Multiple-Family Buildings (Single and Double-Aspect), Corridor Buildings, Liner and Texas Wrap Buildings, entry shall be required every 70 feet at a maximum.

Guidelines:

- 1. Entries should receive a higher quality of material and/or Building Element than other portions of the building.
- 2. Entries should be clearly articulated and should look welcoming to people of all ages and abilities. Buildings shall comply with all Fair Housing Act regulations. Ramping should be minimized along public and highly visible internal streets.
- 3. Entries should have enhanced pedestrian space and accommodations, including furniture such as trash cans, bicycle racks, planting or planters, pedestrian-scale lighting, and other features.
- 4. Entries shall reflect the style of the building. The Design Standards encourages a variety of styles, both traditional and contemporary, as appropriate for the context.



Figure 2.120 Townhouse entries articulated with awnings, stoops, fencing, planting, and color palette

Table 2.23 Building Element Required at Entries

Building Type	Required at each Entry
Paired Unit	Either a Porch or a Stoop and Awning
Attached House	Either a Porch or a Stoop and Awning
Walk-Up Multiple-Family Building (Single-Aspect)	Either a Porch or a Stoop and Awning
Walk-Up Multiple-Family Building (Double-Aspect)	Either a Porch or a Stoop and Awning
Corridor Multiple-Family Building	Awning
Liner Multiple-Family Building	Porch or Stoop/Awning (if individual entries into ground-based units, or an Awning (if entry into corridor circulation)
Texas Wrap Building	Porch or Stoop/Awning (if individual entries into ground-based units, or an Awning (if entry into corridor circulation)
Amenity Building	Porch or Awning



Figure 2.121 Examples of entry doors for multiple-family development

D. Approaches for Composition

Intent:

Ensure interest and variety in the way buildings are composed and to provide alternatives of how to provide that variety in a way that fits into the surrounding context.

Guidelines:

1. Composing a Building as a Single Design

- Context:** Consider context to ensure that a building fits into the scale, massing, and architectural style of its surroundings.
- Materials:** Use a consistent material and color palette across the building, but pay particular attention to diversity and application to ensure the building does not have a monotonous design.
- Massing:** This design approach can emphasize the horizontal nature of a building, so pay particular attention to how the mass is broken down vertically; create pronounced vertical breaks in the building and the roof forms.
- Variation:** If two of the same Building Type are sited next to or across from one another, Elevation Design Variations should be pronounced, with massing and bay differences. Elevation Design Variations in this instance may not rely on color palette changes alone.



Figure 2.122 Composing a building as a single design

2. Composing a building as Multiple Buildings

- When to Apply:** Use this approach when siting a horizontal building into the surrounding context of smaller, more vertical buildings, such as a historic center or a single-family detached neighborhood with houses that are more narrow than they are tall.
- Massing:** Use different material and color palettes to emphasize the appearance that smaller buildings were built next to one another, rather than a single building.



Figure 2.123 Composing a building as multiple buildings



Figure 2.124 Multiple-family building designed as a single building, using a consistent material and color palette



Figure 2.125 Single multiple-family building designed as multiple smaller buildings attached together, with different palettes and details

Building Elements

Intent:

To break multiple-family buildings down to pedestrian scale and provide visual interest, create rhythm along the building, and reinforce the composition of the building.

Standards:

STEP 5

Apply building elements to create human-scale

Table 2.24 Building Element Requirements

Building Type	Roof and Eave Requirements	Additional Requirements
Paired Unit	Permitted roof and eaves types include: - Pitched roof (gable, hip, or shed) with simple overhang or cornice - Flat roof with cornice or parapet	Dormers, Balconies, Bay Windows, Terraces (select 1)
Attached House		
Walk-Up Multiple-Family Building (Single-Aspect)	Soffit Design - See requirement below	
Walk-Up Multiple-Family Building (Double-Aspect)	Permitted roof and eaves types include: - Pitched roof (gable, hip, or shed) with simple overhang or cornice - Flat roof with cornice or parapet	Dormers, Balconies, Bay Windows, Terraces (select 1)
Corridor Multiple-Family Building		Balconies required; Dormers, Bay Windows (optional)
Liner Multiple-Family Building	Soffit Design- See requirement below	Balconies required; Dormers, Bay Windows (optional)
Texas Wrap Building		Balconies required; Dormer, Bay Windows (optional)
Amenity Building	Pitched roof (gable, hip, or shed) acceptable, simple overhang or cornice required Soffit Design - See requirement below	Dormers, Bay Windows (optional)

Standards:

Requirements for Soffit Design - No roof overhang or soffit, as measured from the finished side of the siding or premium material of the structure to the inside of the fascia board, shall be less than eight (8) inches, unless: the structure embodies architectural styles of an historical nature; for example, a Santa Fe style which has a flat roof without any overhang; or a Tudor style which has a roof pitch of a ten (10) vertical inch rise over a twelve (12) horizontal inch run (10/12) or greater.

For guidance on how to apply Building Elements at entries, please reference Table 2.23 Building Elements Required at Entries.



Figure 2.126 High-quality and well-designed wrapping Porch and Balcony

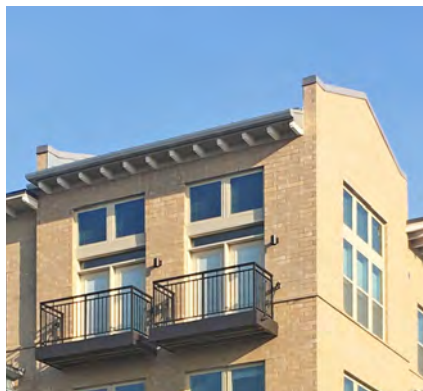


Figure 2.127 High-quality and well-designed overhang and eave

A. Inventory of Building Elements

The following catalogue of photos illustrates the Building Elements that are appropriate for multiple-family residential buildings.



Figure 2.128 Simple Eave Overhang



Figure 2.129 Pitched Roof



Figure 2.130 Cornice

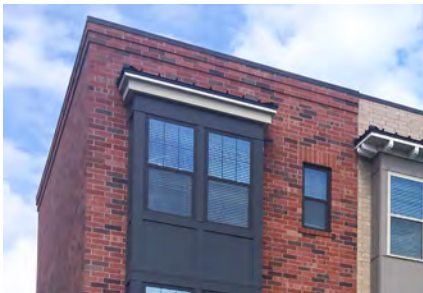


Figure 2.131 Parapets



Figure 2.132 Dormers



Figure 2.133 Balconies



Figure 2.134 Porte Cochere



Figure 2.135 Stoop



Figure 2.136 Terraces



Figure 2.137 Awning

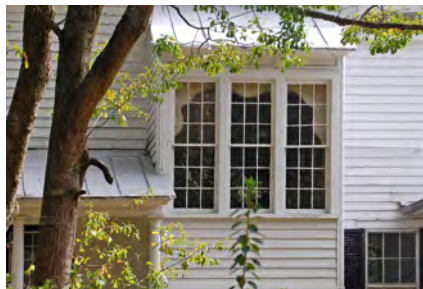


Figure 2.138 Bay Windows



Figure 2.139 Porch

Exterior Building Palettes

The visual appeal of building materials has a tremendous impact on the perception of any building. The following standards and guidelines should be used to make decisions about the material and color palettes.

A. Permitted Materials

Intent:

Present an image of high-quality and permanence to ensure that multiple-family development in Parker is sustainable, durable in the climate, and complements the surrounding context.

Standards:

1. Masonry Base Requirements
 - a. Buildings 2 ½ stories or less in height shall have a minimum 36-inch masonry (natural stone or brick with mortar) base.
 - b. Buildings three stories or more shall have a masonry (natural stone or brick with mortar) base the height of the ground or first floor.
2. Upper floors are encouraged to be built in masonry as a primary material. Select bays or corner features may be appropriate to be constructed in masonry (natural stone or brick with mortar) for the entire height of the building, depending on the building design.
3. High-quality materials from the list on Page 2 – 60 are encouraged for building elements on upper floors.
4. High-quality fiber-cement siding, panel systems, and cladding materials, as long as they are not imitating masonry.
5. Use durable, natural materials that will stand the test of time or modern composites that provide comparable or greater durability than natural materials and have a similar aesthetic.
6. Use environmentally sensitive materials, green-building products, as defined by the standards of the U.S. Green Building Council (USGBC) and similar rating systems, whenever possible.
7. CMU may be used with Planning Director approval.
8. Vinyl Window Requirements:
 - a. Vinyl windows shall be selected in premium colors where appropriate with building design (i.e. sandstone, bronze, etc.).
 - b. Window color selection should be consistent with building design and follow the Color Standards in 2.5.6.D.
9. Materials should change along horizontal lines that indicate a floor or sill level or along vertical or horizontal plane changes.
10. Building Trim Requirements:
 - a. Trim around windows shall be minimum of three and one-half (3½) inches wide, and trim around doors shall be a minimum of two (2) inches wide.
 - b. Trim details such as special moldings, colors and related details shall be used in the same manner on all sides of the structure as they appear on any side of the structure. However, shutters and any detail exclusively associated with the use of shutters and muntins may be used on the front without being carried to the other sides.

STEP 6

Apply a palette of materials and colors



Figure 2.140 Stone Building Material

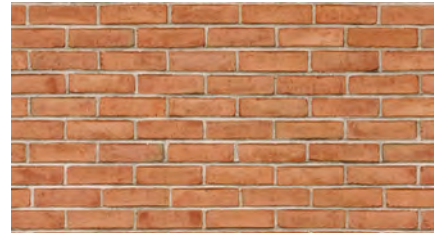


Figure 2.141 Brick Building Material

B. Restricted Materials

Standards:

1. Exterior Building Materials shall not include the following: split shakes, manufactured stone, products that emulate brick or masonry, smooth-faced gray concrete block, painted concrete block, tilt-up concrete panels, field painted or pre-finished standard corrugated metal siding, vinyl siding, one-way, mirror, and spandrel glazing, standard single (T) or double (TT) concrete systems, or barrier type Exterior Insulation and Finish Systems (EIFS).
 - a. Field-painted or pre-finished standard corrugated metal siding is prohibited as primary building material but may be used on building elements.
 - b. Rough sawn wood may be permitted as a weather-treated product, as long as it's only used as an accent material and is restricted to be used as a trellis or beam materials. This material will be considered on a case-by-case basis, subject to approval by the Planning Director.
2. Stucco or Water Managed EIFS Requirements:
 - a. Buildings 2 ½ stories or less in height shall not use water managed EIFS as a cladding material.
 - b. Buildings three stories or greater in height:
 - i. Shall not use EIFS as a cladding material on the first two floor facades.
3. One-way, mirror glass and spandrel glazing are prohibited.
4. White vinyl windows are prohibited.

Guidelines:

5. Buildings three stories or greater in height:
 - a. May have a maximum of 40% of cladding material for the third floor and above to be EIFS, when composed with well-designed building elements made of high-quality materials.

C. Submittal Requirements and Alternative Compliance

1. Building Facade Material Incentive
 - a. If an applicant includes exceptionally designed building elements constructed of high quality materials (from the list to the right) on the first two stories of the building, they may qualify for a 25% reduction on the masonry requirement or Stucco/EIFS requirement.



Figure 2.142 Multiple-Family Building designed with a variety of materials

HIGH QUALITY MATERIALS (BUILDING ELEMENTS)

- Heavy timber (exposed rafters, brackets, balconies, porches, etc.)
- Load-bearing masonry (brick or stone)
- Natural stone in full-size blocks (not veneer)
- Copper or galvanized metal (gutters, downspouts, metal roofing on awnings)



Figure 2.143 High-quality material (wood) used for exposed rafters of an awning



Figure 2.144 High-quality wood timber eave detail, with exposed rafters

D. Color

Intent:

Exterior colors palettes shall be cohesive and aesthetically pleasing, within a single building or neighborhood design and within the greater context of surrounding structures and landscapes.

Standards:

- 1. Each building elevation or segment of a building elevation shall have a minimum of three (3) exterior colors — one base color, one trim color, and one accent color.
- 2. Intense, bright, black, or fluorescent colors shall not be used as the base or roof color of any primary or accessory structure.
- 3. White shall not be used as the base color of any primary structure.

Guidelines:

- 4. Base Colors
 - a. If the cladding is masonry, the base color should be the natural color of the material. Masonry should reflect regional colors and should be complementary to the design of the building and to the Colorado landscape.
 - b. If cladding material has an integral or applied color, the base color should be cohesive with the trim and accent colors.
 - c. For portions of a building, non-neutral colors may be selected for the base, including earthy greens, yellows, blue-greys, or reds.
- 5. Trim Colors
 - a. Trim colors may be neutral in subtle contrast to the base color (white, off-white, dark grey, black).
 - b. Trim colors may also be non-neutral or more saturated to provide greater contrast to the base color.
- 6. Accent Colors
 - a. Accent colors should be the darkest and most saturated colors on a building and provide the highest degree of contrast to the base.
 - b. Accent colors may introduce bright or diverse colors to create diversity and interest.

Table 2.25 Palette Applications

Applications	
Base Colors	Apply to walls and large surface areas, including: • Siding • Brick, unfinished or painted • Panels • Other primary cladding materials
Trim Colors	Apply to trim elements, including: • String courses (horizontal bands) • Corner trim boards • Window headers and trim • Gutters and downspouts • Entablatures and cornice details
Accent Colors	Apply in small amounts to add color to elements such as: • Window sashes, muntins, and mullions • Doors • Projections, awnings, galleries, and other building elements



Figure 2.145 Multiple palettes applied to one Attached House Building

Chapter 3: Design Standards for Publicly Accessible Space

The Design Standards and Guidelines for Publicly Accessible Space address all softscape and hardscape elements, both within publicly accessible areas and privately controlled exterior areas within all development types: Commercial, Industrial, Mixed-Use, and Multiple-Family. These exterior elements such as pocket parks, open spaces, trail connections, site furnishings, plantings, streetscape and plaza areas must also conform to the Town's *Land Development Ordinance (LDO)*, and the Town of Parker's *Construction Specifications and Design Considerations for Parks, Trails, Streetscapes* document, beyond what is contained in these Design Standards and Guidelines.

A. Public Spaces

Intent

Locate public space throughout a development to encourage social interaction, outdoor enjoyment, and community identity. Appropriately-located exterior publicly accessible spaces and amenities provides for active and passive programming that are also harmonious with the surrounding natural and built environment. Exterior amenity spaces provide for relaxation, recreation socialization and community interaction. A variety of different amenity types should be located throughout a multiple-family development.

Standards

1. Commercial and Mixed-Use Developments

- a. Design human-scaled public spaces such as plazas, courtyards, pedestrian corridors, outdoor seating areas, outdoor patio eating areas, open spaces, and other similar public spaces that support active and passive public uses for all people (*see figure 1*).
- b. Where possible, design public spaces with connectivity to other existing public spaces adjacent to the development.
- c. Public spaces shall be oriented on a site to respond to the sun and shade patterns and seasonal weather conditions.
- d. Design public spaces with year-round weather protection, and outdoor lighting.
- e. Locate active and passive uses within a project so that they are adequately buffered by landscaping from adjacent residential uses, roadways or parking areas.
- f. Plazas shall provide a balance of hardscape and softscape elements that help provide shade, soften and buffer appropriate areas of the plazas.



Figure 1 – Examples of publicly accessible spaces in commercial and mixed use developments that meet the Design Standards.

2. Multiple-Family Developments

- a. Multiple-family developments shall include public space and recreation amenities as follows (*see figure 2*):
 - i. Tot lots
 - ii. Pocket parks
 - iii. Playgrounds
 - iv. Tennis or sports court
 - v. Pools
 - vi. Amenity roof decks
 - vii. Community gardens or internal recreation facilities.
- b. Multiple-Family developments with less than 50 units shall provide at two (2) amenities as listed in 2.a above.
- c. Multiple-Family developments with 50 to 150 units must provide three (3) amenities; and over 150 units four (4) features as listed in 2.a. above.
- d. Tot lots and active recreation uses shall not be located immediately adjacent to residential units to minimize noise impacts.
- e. Public spaces shall consist of other commonly shared amenities that provide year-round use.
- f. Plazas in multiple-family developments shall provide a balance of hardscape and softscape elements that help provide shade, soften and buffer the plaza.

Guidelines

3. Commercial, Mixed Use, and Multiple-Family Developments

- a. Contrasting special paving materials and low walls, lighting, planters or bollards should be used at special amenity areas of a development, such as outdoor dining, main building entrance points, and exterior employee breakout spaces.
- b. Passive use areas shaped by building courtyard spaces should consider buffers to abate visual and noise considerations.



Figure 2 – Examples of publicly accessible spaces in multiple-family developments that meet the Design Standards.

B. Public Art

Intent

To incorporate public art into the design of commercial, mixed-use and multiple-family developments to enrich the public realm experience and create a unique identity for the development. Incorporate public art into the design of the buildings or highly visible exterior areas. Requirements listed below only apply to commercial, mixed-use and multiple-family developments, and are not required for industrial developments.

Standards

1. Commercial and Mixed-Use Development

- a. Public art shall consist of human-scaled sculptures, murals, water features, mosaic designs, and decorative metal wall screens that are suitable for a family-oriented environment.
- b. Public Art shall relate to the scale and character of the surrounding environment.
- c. Public art shall be constructed of durable materials that will withstand the sun and extreme freeze-thaw conditions of Colorado's climate.
- d. The Town shall review the design and selection of a public art feature during the site plan review process.
- e. Public art shall be placed in areas that are visible along key sight lines and as focal points in highly trafficked areas or at the primary entry to a commercial and mixed-use site. Appropriate areas for public art locations are:
 - i. Gateway features
 - ii. Public sitting areas
 - iii. Pedestrian-oriented areas
 - iv. Along key site lines from roadways
 - v. Building entries
 - vi. Publicly-accessible plaza areas
- f. Public art in commercial and mixed-use areas shall be designed at a human scale for the site and consider the planning context in surrounding area.
- g. Commercial and mixed-use projects over 50,000 square feet shall provide at least one piece of public art to be placed in areas per section 5.i – vi above.

2. Multiple-Family Development

- a. A multiple-family development with over 75 units shall provide at least one (1) piece of public art that will be integrated into a public area within the site.



Figure 3 – Examples of public art that meet the Design Standards.

C. Site Lighting for Public Spaces

Intent

Site lighting elements and fixtures for publicly accessible space shall be thoughtfully located to create safe well-lit pedestrian walkways, building entries, park areas and all other public realm environments while minimizing light pollution. All site lighting types shall comply with the Town's *Lighting Standards* in the LDO, and the requirements of the *Construction Specifications and Design Considerations for Parks, Trails and Streetscapes*.

Standards

1. Commercial, Industrial, Mixed-Use, and Multiple-Family Developments

- a. Uniquely styled pedestrian light fixtures throughout the project shall be consistent and used as thematic elements.
- b. Architectural building features such as corner treatments, articulated eaves or covered walkways shall integrate enhanced lighting treatments into the overall site design (see figure 4).
- c. Exterior building and site lighting fixtures shall be concentrated at building entry points to identify the entrance points.
- d. Lighting sensors activated by occupancy usage should be encouraged for private lighting areas.



Figure 4 – Examples of site lighting for public spaces that meet the Design Standards.

D. Streetscape

Intent

Utilize streetscape elements in a thoughtful and coordinated design manner to shape exterior space and to help define the streetscape edges by enclosing a safe pedestrian zone within the right-of-way and the screening of adjacent parking facilities. Streetscape design shall comply with the Town's *Roadway Design and Construction Criteria Manual*, the *Complete Streets Policy*, and the *Construction Specifications and Design Considerations for Parks, Trails and Streetscapes* and the LDO.

Standards

1. Commercial, Industrial, Mixed-Use, and Multiple-Family Developments

- a. Streetscape design shall incorporate detached sidewalks with planting strips between the back of the sidewalk and street curb within the development site; and well-designed landscaping and street trees.
- b. Street furnishing elements such as: tree grates, street furniture, bike racks, and outdoor dining areas shall consist of high-quality and durable materials that are consistent with the building architecture, color themes, and complement the surrounding environment (see figure 5).
- c. Street furnishing elements will withstand extreme freeze thaw, heat, wind, and snowy conditions of Colorado and be consistent with the character of the development.



Figure 5 – Examples of streetscapes that meet the Design Standards.

E. Landscape Design

The landscape design for commercial, mixed-use, industrial, and multiple-family developments shall be designed to soften the larger scale of building types and larger sized parcels. Specific requirements for the quantity, size and placement of plant material is defined in the Town's LDO. The LDO *Section 13.06.070* identifies six (6) landscaping types required for a developed parcel:

- Streetscape Landscaping
- Parking Lot Perimeter Landscaping
- Parking Lot Interior Landscaping
- Site Perimeter Landscaping
- Additional Areas to be Landscaped
- Residential Roadway Buffer for Single-Family and Duplexes

Intent

To integrate thoughtful landscape solutions that are harmonious with the proposed architectural design and the Town's native landscape character.

Standards

1. Landscape Design Features of Commercial, Mixed-Use, Industrial, and Multiple-Family Developments

- a. Landscape planting materials shall generally be layered against a building or edge treatment from high to low in height so that the full character of the plants can be appreciated and utilized to shape exterior spaces.
- b. Tree grates shall be a minimum of five (5) feet by eight (8) feet.
- c. Utilize lawn areas only where active recreation and usage will occur.
- d. Provide a minimum eight (8) foot landscape buffer between public walkways and building edges except at building entry and exit points.
- e. The planting strip between the back of the roadway curb and the sidewalk shall be planted with shrubs and groundcover or low water use turf and designed to create visual interest.
- f. The space between the public realm and a building facade that does not have an active use shall be designed with higher standards of landscaping and streetscape to create an attractive building front and street edge.
- g. Select natural plant materials that transition between natural open spaces and the internal project landscape material.
- h. Utilize landscaping to logically shape spaces that create and facilitate circulation paths in logical and intuitive patterns (*see figure 6*).
- i. Use landscaping to help guide people to building entry points through a higher concentration of landscape material.



Figure 6 – Examples of landscape features that meet the Design Standards.



Planning Commission Staff Report

Planning Commission Date: 10/24/2019

Town Council Date: 11/4/2019

Hearing Type: **DRAFT ORDINANCE NO. 3.326.2 - A Bill For an Ordinance to Amend Sections 13.06.020, 13.10.160, 13.10.200 and 13.16.040 of the Parker Municipal Code Concerning the Town of Parker Development Design Standards**

Location: Townwide

Project Planner: Carolyn Washee-Freeland, Associate Planner

Applicant: Town of Parker

Executive Summary: The Commercial, Industrial and Multiple-Family Residential Design Standards ("CIMF"), was originally adopted by Town Council on November 1, 1999 and was last updated on November 19, 2018 to update the design standards for multifamily buildings. Ordinance No.3.326.2 proposes to replace the CIMF with the updated Development Design Standards that include new design standards for Commercial, Industrial, Mixed-Use, and Multiple-Family developments.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the Development Design Standards and Ordinance 3.326.2."

ALTERNATIVE MOTIONS

"I move that the Planning Commission recommend that Town Council deny approval of the Development Design Standards and Ordinance 3.326.2."

"I move that the Planning Commission vote to continue approval of the Development Design Standards and Ordinance 3.326.2."

I. BACKGROUND/DISCUSSION

Amendments to Sections 13.06.020, 13.10.160, 13.10.200 and 13.16.040 of the Parker Municipal Code have been prepared through Ordinance 3.326.2. This ordinance will amend these sections to reference the new Development Design Standards document, replacing the title “Commercial, Industrial & Multiple-Family Residential Design Standards.”

The Town of Parker’s Commercial, Industrial, & Multiple-Family Residential (CIMF) Design Standards document was formally adopted by Town Council on November 1, 1999. The Design Standards have been revised with multiple minor amendments since adoption but are now dated and obsolete. Community Development staff discussed the need for a comprehensive update to the Design Standards with Town Council in 2017, and Council directed staff to proceed with the project. The Town subsequently hired an urban design consultant to assist Town staff prepare the comprehensive update to the CIMF Design Standards. The update of the original CIMF included a two-phased approach, with phase one consisting of the Multi-Family Residential Design Standards update, and phase two consisting of the Commercial, Industrial and Mixed-Use (CIMU) Design Standards component.

The Multi-Family Residential Design Standards (phase one) were updated in the fall of 2018 and were subsequently adopted by Town Council in November 2018. Phase Two CIMU design standards are now complete and are further described below. This concludes the update of all sections of the original CIMF Design Standards document. The new design standards have been consolidated into one document that will replace the CIMF in its entirety, and will be referenced as the ‘Development Design Standards’. The Parker 2035 Master Plan supports and recommends updating the Town’s design standards as further described on Section III below in this staff report.

Highlights of the new CIMU Design Standards

The new CIMU Design Standards feature graphics, photos and site layouts that will aid the development community in the design of buildings appropriate for Parker. The following are a few highlights from the new CIMU Design Standards:

- **Definitions:** Definitions that relate to planning, site layout and architectural design have been added for clarity and to ensure consistency in the use of architectural design terminology.
- **Building Orientation:** The building orientation standards were created to emphasize the activation of street frontages and encourage high quality design while improving the public realm, especially where people walk, bike and congregate.
- **Create a Human-Scaled Environment:** Large development sites will be required to be divided into smaller commercial development blocks to improve multimodal connectivity and create a more walkable, bike-able and human-scaled environment.
- **Enhancement of Building Design:** The building design section addresses the design of a building’s front, side, and rear façades focusing on architectural detailing, and form and bulk standards.

- **Building Typologies:** To encourage buildings with high quality design and composition, building typologies were developed to allow for a design approach that responds to context, proposed uses and modern development practice. The building typologies are:
 - **Commercial Buildings:** Single-tenant commercial building, multi-tenant commercial building, office and mixed-use.
 - **Commercial Buildings with Auto-Oriented Uses:** This building type includes commercial buildings with auto-oriented components such as a drive through, gas canopy, car wash or car repair.
 - **Industrial Buildings:** Includes a single-tenant building with office, warehouse and showroom, a flex office building or a multi-tenant building.
- **Industrial Building Design:** The Industrial Building Design section focuses on articulation, modulation and visual balance in building composition while considering the operational functions of the industrial use.
- **Renovations of Existing Buildings:** The new design standards for renovations and additions provide direction for improving an existing structure, requiring new building additions to be complementary in form and massing, and integrating the new and old sections of a building together in a harmonious manner.

Development Design Standards Document

The Development Design Standards document features three (3) chapters:

Chapter 1: Commercial, Industrial, and Mixed-Use Design Standards

Chapter 2: Multiple-Family Design Standards; and

Chapter 3: Publicly-Accessible Space Design Standards

The Development Design Standards will replace the original CIMF Design Standards document in its entirety, and will establish the site layout, building orientation and architectural requirements used during the review of all Site Plan applications for commercial, industrial, mixed-use, and multiple-family development.

II. PRIOR ACTIONS

Date	Action
11/01/1999	Town Council adopted the Town of Parker Commercial, Industrial, & Multi-Family Residential Design Standards on November 1, 1999.
01/17/2017	Town Council approved updates to the Town of Parker Commercial, Industrial & Multi-Family Residential Design Standards on January 17, 2017.
11/19/2018	Town Council approved the most recent updates to the Town of Parker Commercial, Industrial, & Multi-Family Residential Design Standards on November 19, 2018. This update included the adoption of the new Multi-Family Design Standards.

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

MASTER PLAN CONSISTENCY	
2035 Master Plan	Choose an item. ☒ Consistent ☐ Inconsistent
Consistent Goals/Strategies	Land Use 1.J Community Appearance and Design 2.B Community Appearance and Design 3.A Community Appearance and Design 5.C
Inconsistent Goals/Strategies	None
Staff Analysis	The Parker 2035 Master Plan, Chapter 6 (Land Use) Includes: Strategy 1.J. <i>‘Continue to review our Land Development Ordinance to assure that it is fair, consistent and understandable.’</i> and Chapter 7 includes: Strategy 2.B. <i>‘Use architecture, building design, public spaces and massing to create neighborhoods that are desirable places to live.’</i> Strategy 3.A <i>‘Work with the residents, businesses and property owners within our community to update the commercial design standards to ensure development and redevelopment reflects the community’s desire to create a high quality built environment that differentiates us from surrounding communities. Use architecture, building design, public spaces and massing to create unique and attractive commercial destinations that are easily accessible by all modes of travel, especially walking and bicycling, therefore creating attractive, economically vibrant/sustainable places.’</i> Strategy 5.C <i>‘Where appropriate, locate buildings adjacent to the street to either block or break up the view of parking lots.’</i> The proposed amendments are consistent with these goals of the Parker 2035 Master Plan.

IV. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
None	

V. CONCLUSION

The implementation of the new Development Design Standards will promote higher quality building design, improve site layout, and enhance the public realm.

Staff recommends that the Planning Commission recommend Town Council approve the Development Design Standards and Ordinance 3.326.2.

VI. ATTACHMENTS

1. Development Design Standards
2. Ordinance No. 3.326.2

Report Approved By: Bryce Matthews, Planning Manager

Through: Jason Rogers, Deputy Community Development Director



Request for Town Council Action

Date: November 18, 2019

Submitted By: Jacob James, Stormwater Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.302 - Second Reading**
A Bill for an Ordinance Approving the Agreement Regarding Funding of Major Drainageway Planning for Cherry Creek Upstream of Cherry Creek Reservoir By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker, and Douglas County

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

EXECUTIVE SUMMARY

This ordinance is to approve an intergovernmental agreement between the Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker and Douglas County to fund an update to the Cherry Creek master plan document. The existing master plan document is 15 years old and in need of updating to incorporate existing standards and stabilization methods.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Cherry Creek Major Drainage Plan completed by URS in 2004 is a collaborative document used by the Mile High Flood District and local governments to guide the stabilization needs of the creek. This document provided an assessment of the creek in 2004 and identified stabilization needs at that time. The document also provided anticipated needs in the future as development within the basin occurs causing the creek to degrade. Over the past 15 years numerous projects have been completed on Cherry Creek and the watershed has experienced significant growth. The Mile High Flood District and local government partners desire to update this document to reflect the projects that have been completed, set priorities for projects moving forward and also incorporate standards of practice that have evolved.

FINANCIAL IMPACT

This project is included in the Stormwater Division's 2019 approved budget for \$20,000.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



INNOVATE WITH
COLLABORATIVE
GOVERNANCE

ATTACHMENTS

1. Ordinance No. 9.302

RECOMMENDED MOTION

I move to approve Ordinance No. 9.302 on second reading.

ORDINANCE NO. 9.302, Series of 2019

TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR CHERRY CREEK UPSTREAM OF CHERRY CREEK RESERVOIR BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT, SOUTHEAST METRO STORMWATER AUTHORITY, TOWN OF PARKER, AND DOUGLAS COUNTY

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 Agreement Regarding Funding of Major Drainageway Planning for Cherry Creek Upstream of Cherry Creek Reservoir by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District, Southeast Metro Stormwater Authority, Town of Parker, and Douglas County, 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

AGREEMENT REGARDING FUNDING OF MAJOR DRAINAGEWAY PLANNING FOR CHERRY CREEK UPSTREAM OF CHERRY CREEK RESERVOIR

Agreement No. 19-09.14
Project No. 107701
Agreement Amount \$130,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT"), SOUTHEAST METRO STORMWATER AUTHORITY (hereinafter called "SEMSWA"), TOWN OF PARKER (hereinafter called "PARKER"), and DOUGLAS COUNTY (hereinafter called "DOUGLAS"); (hereinafter SEMSWA, PARKER, and DOUGLAS shall be collectively known as "PROJECT SPONSORS" and DISTRICT and PROJECT SPONSORS shall be collectively known as "PARTIES");

WITNESSETH THAT:

WHEREAS, DISTRICT in a policy statement previously adopted (Resolution No. 14, Series of 1970), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, DISTRICT has previously established a Work Program for 2019 (Resolution No. 67, Series of 2018) which includes master planning; and

WHEREAS, PARTIES now desire to proceed with development of a drainageway master plan report for Cherry Creek upstream of Cherry Creek Reservoir (hereinafter called "PROJECT"); and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 49, Series of 2019); and

WHEREAS, PARTIES desire to engage an engineer to render certain technical and professional advice and to compile information, evaluate, study, and recommend design solutions to such drainage problems for PROJECT which are in the best interest of PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. **SCOPE OF AGREEMENT**

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. **PROJECT AREA**

DISTRICT shall engage an engineer, as needed, to perform or supply necessary services in connection with and respecting the planning of PROJECT of the area and watershed shown on the attached Exhibit A dated June 2019, (hereinafter called "AREA").

3. SCOPE OF PROJECT

The purpose of PROJECT is to define and document baseline data, identify areas of concern for stream stabilization and corresponding mitigation measures, determine channel forming flows, recommend restoration by stream flow stages, prepare a vegetation management plan, recommend recreation enhancements, identify fluvial hazards and sediment transport issues, and associated risks to stream and watershed health. The plan will also update stream gauge data and incorporate water quality modeling supported by the Cherry Creek Basin Water Quality Authority.

Conceptual-level costs will be developed for project alternatives. A final recommended plan will be developed for Cherry Creek upstream of the Cherry Creek Reservoir. The plan will also include guidance on recommended monitoring to determine project success.

4. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

5. PROJECT COSTS

PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of, and be limited to, mapping, master planning, and related services and contingencies mutually agreeable to PARTIES. Project costs are estimated not to exceed \$130,000.

6. FINANCIAL COMMITMENTS OF PARTIES

PARTIES shall each contribute the following percentages and maximum amounts for PROJECT costs as defined in Paragraphs 5:

	Master Plan	Maximum
	<u>Percentage Share</u>	<u>Contribution</u>
DISTRICT	50.00%	\$65,000
SEMSWA	23.08%	\$30,000
PARKER	15.38%	\$20,000
<u>DOUGLAS</u>	<u>11.54%</u>	<u>\$15,000</u>
TOTAL	100.00%	\$130,000

Each PARTY'S payment obligation, whether direct or contingent, extends only to funds appropriated annually by each PARTY'S governing body, paid into the treasury of that PARTY, and encumbered for the purpose of this AGREEMENT. Each PARTY does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of each PARTY.

7. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may

come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (SEMSWA - \$30,000; PARKER - \$20,000; DOUGLAS - \$15,000; DISTRICT - \$65,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to COUNTY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 13).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at COUNTY request, COUNTY share of remaining monies shall be transferred to another special fund held by DISTRICT.

8. PROJECT MAPPING

No new mapping is anticipated under this Agreement for PROJECT. Upon execution of this Agreement, PROJECT SPONSORS shall provide copies of the most recent mapping within their jurisdictional area in digital format to DISTRICT to the extent such mapping is available without additional cost.

9. MASTER PLANNING

Upon execution of this Agreement, PARTIES shall select an engineer mutually agreeable to PARTIES. DISTRICT, with the approval of PROJECT SPONSORS, shall contract with the selected engineer, shall administer the contract, and shall supervise and coordinate the planning for the development of alternatives and of conceptual design.

10. PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each of PROJECT SPONSORS access to the draft and final electronic FHAD report files and draft and final electronic report files.

Upon completion of PROJECT, electronic files of all mapping, drawings, and hydrologic and hydraulic calculations developed by the engineer contracted for PROJECT shall be provided to any PROJECT SPONSORS requesting such data.

11. TERM OF THE AGREEMENT

The term of this Agreement shall commence upon execution by all PARTIES and shall terminate two years after the final master planning report is delivered to DISTRICT and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 7 herein.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for SEMSWA shall be the Executive Director, 7437 South Fairplay Street, Centennial, Colorado 80112-4486.
- B. The contracting officer for PARKER shall be the Public Works and Engineering Director, 20120 East Mainstreet, Parker, Colorado 80138.
- C. The contracting officer for DOUGLAS shall be the County Engineer, 100 Third Street, Castle Rock, Colorado 80104.
- D. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- E. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices, or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSORS the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSORS needed to complete PROJECT in a timely manner. PROJECT SPONSORS agree to review all draft reports and to provide comments within 21 calendar days after the draft reports have been provided by DISTRICT to PROJECT SPONSORS. PROJECT SPONSORS also agree to evaluate the alternatives presented in the alternatives analysis sections of the report, to select an alternative, and to notify DISTRICT of their decision(s) within 30 calendar days after the alternatives analysis report is provided to PROJECT SPONSORS by DISTRICT.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the counties where Project is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist PROJECT SPONSOR as needed and appropriate.

23. GOVERNMENTAL IMMUNITIES

The PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any PARTY of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

24. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified on the basis of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of PROJECT SPONSORS and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of each PROJECT SPONSOR and/or DISTRICT.

26. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PROJECT SPONSORS or DISTRICT receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

27. ILLEGAL ALIENS

- A. PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:
1. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 2. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 3. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 4. CONTRACTOR shall not enter into a contractor with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 5. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
 6. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 7. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal

alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

8. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
9. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
 - B. The image of the signature of an authorized signer inserted onto PDF format documents.
- Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Colorado Uniform Electronic Transactions Act, §§ 24-71.3-101-121, C.R.S.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT d/b/a
MILE HIGH FLOOD DISTRICT

By_____

Name Ken A. MacKenzie

Title Executive Director

Date_____

Checked By

SOUTHEAST METRO
STORMWATER AUTHORITY

By_____

Name_____

Title_____

Date_____

TOWN OF PARKER

(SEAL)

By _____
Mike Waid

ATTEST:

Title Mayor

Carol Baumgartner, Town Clerk

Date _____

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

ATTEST:

By: _____
Roger A. Partridge, Chair

Date _____

Emily Wrenn, Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

APPROVED AS TO LEGAL FORM:

Christopher Pratt, Senior Asst. County Attorney

AGREEMENT REGARDING FUNDING OF
MAJOR DRAINAGEWAY PLANNING FOR
CHERRY CREEK UPSTREAM OF CHERRY CREEK RESERVOIR

Agreement No. 19-09.14
Project No. 107701
Agreement Amount \$130,000

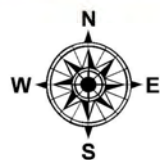
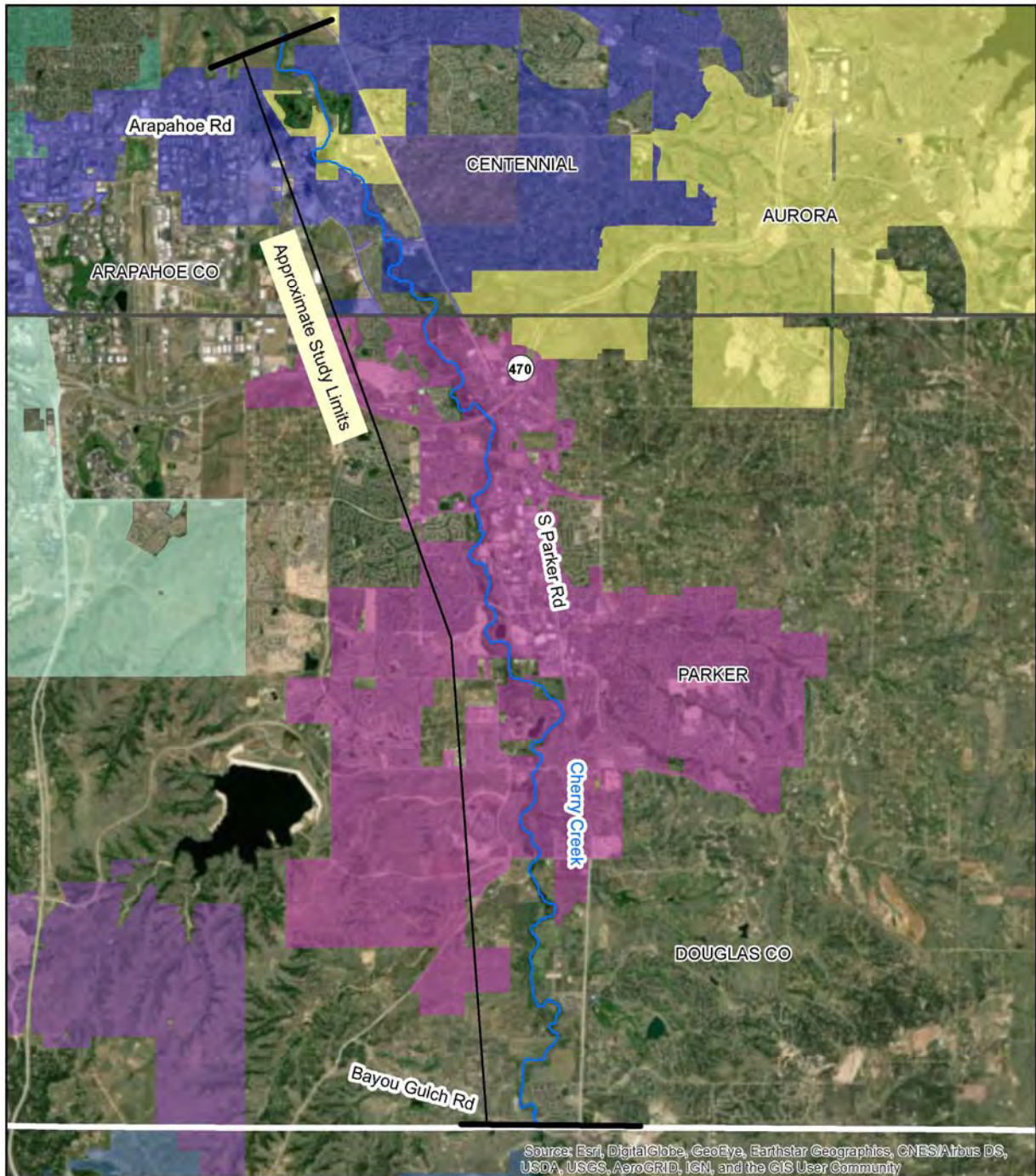


EXHIBIT A
Cherry Creek (U/S of Reservoir) MDP
Approximate Study Limits
June 2019