

# **TOWN OF PARKER COUNCIL AGENDA**

## **April 6, 2020**

### **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.

**Town Administrator Emergency Order No. 2-2020:** All municipal facilities, including Town Hall where Town Council meetings are physically held, are closed to all members of the general public in response to the COVID-19 pandemic.

**Town Administrator Emergency Order No. 4-2020:** Town Council meetings are closed to members of the general public in response to the COVID-19 pandemic. The Town will provide for electronic participation by the general public, including applicants, residents and other interested parties during regular and special Town Council meetings. Information regarding such electronic participation will be included on the Town Council's website [www.ParkerOnline.org/VirtualTownCouncilMeetings](http://www.ParkerOnline.org/VirtualTownCouncilMeetings).

**Town Administrator Emergency Order No. 8-2020:** Public comment for items that are not on the agenda may be made electronically at <http://parkeronline.org/CouncilPublicComment>. For those unable to provide comments electronically through the website, please contact the Clerk's Office to make alternative arrangements. The Town Clerk can be reached at 303-805-3198. Public comments that are provided by 5:00 p.m. on the day of the regular or special Town Council meeting will be provided to the Town Council and will be included with the approved minutes of the Town Council meeting.

1. **TOWN COUNCIL MEETING SCHEDULE**
  - A. **5:30 P.M. – Call to Order Town Council Meeting and Roll Call**
  - B. **Executive Session – Immediately following Call to Order/Roll Call – (See Attached)**
  - C. **Reconvene Town Council Meeting at 7:00 P.M. or as soon thereafter as the regular public meeting can be conducted.**
2. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*
3. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

#### 4. **CONSENT AGENDA**

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

##### A. APPROVAL OF MINUTES - March 16, 2020

##### B. ORDINANCE NO. 9.308 - First Reading

*A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cottonwood Metropolitan District Concerning Tract C and New Fence Construction and Maintenance*

*Department: Engineering/Public Works, Chris Hudson*

*Second Reading: April 20, 2020*

##### C. RESOLUTION NO. 20-018

*A Resolution to Allow a Partial Waiver of Sections 13.09.040(b)(1), 13.09.070(l), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code for Certain Businesses for Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade*

*Department: Community Development, Rosemary Sietsema*

##### D. CONTRACTS OVER \$100,000

###### 1. Auburn Hills Park Improvements Project (CIP 20-008)

*Amount: \$1,145,410.00*

*Contractor: SaBell's Civil and Landscape*

*Department: Engineering/Public Works, Bob Exstrom*

###### 2. CentralSquare/TriTech

*Amount: \$192,104.90*

*Contractor: CentralSquare/TriTech*

*Department: Finance, Jason Long*

5. **PUBLIC HEARINGS**

A. **PARKER POINTE FILING NO. 1 - Minor Development Plat and Subdivision Agreement**

**Applicant:** Stroh and Parker, LLC  
**Location:** Southeast corner of Parker Road and Stroh Road  
**Department:** Community Development, Paul Workman  
**TRAKiT No.:** SUB19-052

1. **Minor Development Plat**

2. **Subdivision Agreement**

B. **F & K SUBDIVISION, MOST OF LOT 2-PARKER ANIMAL HOSPITAL - Use by Special Review (To be Continued to 4/20/20)**

**Applicant:** Omni Building Corporation for Hayes and Bigbee LLC  
**Location:** 10225 Parker Road  
**Department:** Community Development, Carolyn Parkinson  
**TRAKiT No.:** Z19-025

6. **APPEAL OF PLANNING DIRECTOR DETERMINATION**

**Crown Point Center Development Guide, Third Amendment**

**Department:** Town Attorney, Jim Maloney

7. **ORDINANCES**

A. **ORDINANCE NO. 9.307 - Second Reading (Continued from 3/16/20)  
A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

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

**B. ORDINANCE NO. 3.353 - Second Reading**  
**A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition**  
**Thereto of a New Section 13.10.250 Entitled Prairie Dog Management**

**Department: Community Development, Bryce Matthews**

**8. ADJOURNMENT**



***Parker Town Council***

# **Executive Session Agenda**

April 6, 2020

“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. Listing Agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (East Main) (PACE Lot 2)

2. Agreement for Sale and Purchase of Land (Schoolhouse) between the Town and ACG, LLC

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

3. Appeal procedure under the Crown Point Center Development Guide, Third Amendment (Section 6.1.2.1.3)

4. Section 15.14 of the Town of Parker Home Rule Charter (emergency powers)

**TOWN OF PARKER COUNCIL  
MINUTES  
MARCH 16, 2020**

Mayor Mike Waid called the meeting to order at 5:33 P.M. Councilmembers Williams and Diak were absent; Town Administrator Michelle Kivela was absent. Michelle Kivela and John Diak attended the Executive Session via telephone.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were six (6) items; under C.R.S. § 24-6-402(4)(b) there were four (4) items, the first was to receive legal advice on specific legal questions concerning Vista South, LLC, et al., v. City of Centennial, et al., Douglas County District Court, Case No. 2018CV030354, the second was to receive legal advice on specific legal questions concerning Chapter 4.07 of the Parker Municipal Code (Development Excise Tax), the third was to receive legal advice on specific legal questions concerning Colo. Const. Art 11, Section 25, and Section 2.05.060(a) of the Parker Municipal Code (procedural due process/quasi-judicial matter) and the fourth was to receive legal advice on specific legal questions concerning Section 15.14 of the Town of Parker Home Rule Charter (emergency powers); under C.R.S. § 24-6-402(4)(e) there were two items, the first was Listing Agreement for Town properties between NavPoint Real Estate Group and the Town (My Mainstreet) (East Main) and the second was agreement for Sale and Purchase of Land (Schoolhouse) between the Town and ACG, LC

**EXECUTIVE SESSION**

Joshua Rivero moved and Debbie Lewis seconded to go into Executive Session at 5:36 P.M. to hold a conference with the Town's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. §24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

The motion was approved unanimously.

Debbie Lewis moved and Joshua Rivero seconded to come out of Executive Session at 6:46 P.M.

The motion was approved unanimously.

Following discussion by Town Council, Councilmember Poage agreed to recuse herself from participating in any Town Council decision associated with a residential metropolitan district service plan or amendment to a residential metropolitan district service plan.

Joshua Rivero moved and Debbie Lewis seconded to recess the regular meeting at 6:56 P.M.

The motion was approved unanimously.

**REGULAR MEETING**

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

Mayor Waid led the Town Council and audience in the Pledge of Allegiance.

The Mayor made the following statement:

"...As COVID-19 relates to this meeting, please know that this meeting and all regular Town Council meetings are livestreamed on FaceBook. For those that are in attendance please:

- \* Do not approach the dais.
- \* Do attempt to maintain a distance of six feet of separation from others.
- \* If you do not feel well, please leave the meeting and watch the meeting on Facebook live.
- \* Vacate Town Hall immediately upon meeting adjournment.

### **SPECIAL PRESENTATIONS**

#### **Citizens Offering Parker Police Support (COPPS) Recognition**

This will be rescheduled.

### **PUBLIC COMMENTS**

Rob Tinnes spoke on the veterans memorial banners. He asked that the Town include recognizing those individuals who have lived in the area a long time. Presently the Town only recognizes Town residents.

### **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

There were none.

### **CONSENT AGENDA**

- A. *APPROVAL OF MINUTES - March 3, 2020*
- B. *FOURTH AMENDMENT TO TRANSIT SHELTER AGREEMENT - Outdoor Promotions of Colorado, LLC*  
*Department: Community Development, Mary Munekata*
- C. *ORDINANCE NO. 3.353 - First Reading*  
*A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management*  
*Department: Community Development, Bryce Matthews*  
*Second Reading: April 6, 2020*
- D. *CONTRACTS OVER \$100,000*
  1. *2020 Townwide Pavement Markings - Long Line Project (CIP20-009)*  
*Amount: \$140,100.00*  
*Contractor: American Striping Company*  
*Department: Engineering/Public Works, Spencer Raish*

Joshua Rivero moved and Cheryl Poage seconded to approve Consent Agenda Items 5A through 5D.

The motion was approved unanimously.

### **PUBLIC HEARINGS**

#### **ORDINANCE NO.1.539.1 - Second Reading**

#### **A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same**

**Department: Finance, Mary Lou Brown  
Finance, Rhonda Willey**

#### **7:10 P.M.**

This item is for a revision of the 2020 annual budget. Details of the revision are listed as Exhibit A attached to the ordinance.

This ordinance covers two categories of adjustments:

1. Carryovers, which are the re-appropriation of an unspent appropriation from the prior year to the current year.
2. Amendments, which consist of additional or new appropriation requests that were not anticipated at the time of the development of the budget.

Section 9.12 of the Parker Home Rule Charter provides the authority under which these adjustments may be made.

#### **Public Comment - None**

Cheryl Poage moved to approve Ordinance No. 1.539.1 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

### **ORDINANCES**

#### **A. ORDINANCE NO. 9.307 - Second Reading (To be continued to 4//6/20)**

#### **A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

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

Joshua Rivero moved to continue Ordinance 9.307 to a date certain of April 6, 2020.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**B. ORDINANCE NO. 9.267.3 - Second Reading**

**A Bill for an Ordinance Approving the Second Amendment to Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Cherry Creek at the KOA Property Town of Parker (Agreement No. 17-05.19C Project No. 106722) By and Between Urban Drainage and Flood Control District, the Town of Parker, and Cherry Creek Basin Water Quality Authority**

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

This ordinance accompanies an amendment to an intergovernmental agreement (IGA) between the Town of Parker, the Mile High Flood District (MHFD - Formerly the Urban Drainage and Flood Control District), and the Cherry Creek Basin Water Quality Authority (CCBWQA). This amendment is necessary to include additional funding for the complete construction of Reach C of the project, which is located between the McCabe Meadows trailhead and the KOA Tower property.

Additional contributions to this project were included within the 2020 budget approved by Town Council. The Town will contribute \$440,000 to the project through a transfer to the MHFD. The MHFD and the Cherry Creek Basin Water Quality Authority will contribute an additional combined \$445,000 to the project, for a total supplemental budget of \$885,000. These additional funds will provide for the complete construction of Reach C of the project. The total project budget is \$2,035,000.

**Public Comment - None**

Joshua Rivero moved to approve Ordinance No. 9.267.3 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

**C. ORDINANCE NO. 1.352.1**

**A Bill for an Emergency Ordinance to Amend Section 2.01.070 of the Parker Municipal Code Concerning Emergency Meetings**

**Department:      Town Attorney, Kristin Schledorn**

The Town Code authorizes the Town Council to conduct meetings by telephone, electronically or by other means of communication when meeting in person is not prudent due to a health pandemic or other extraordinary emergency affecting the Town. The proposed emergency ordinance would extend this authority to the Planning Commission and the Special Licensing Authority."

Governor Jared Polis declared a State of Disaster Emergency and the World Health Organization declared a Global Pandemic in response to the outbreak of the coronavirus (COVID-19) resulting in restrictions to public assemblies.

Section 2.01.070 of the Parker Municipal Code authorizes the Town Council to hold Town Council meetings by telephone electronically or by other means when meeting in person is not prudent due to a health pandemic. This Section of the Code does not provide the same authority to the Planning Commission or the Special Licensing Authority. The purpose of this emergency ordinance is to extend the authority contained in this Section to the Planning Commission and the Special Licensing Authority to address the Town's business during a health pandemic or other extraordinary emergencies.

**Public Comment - None**

Debbie Lewis moved to approve Emergency Ordinance No. 1.352.1.

Cheryl Poage seconded the motion.

The motion was approved unanimously.

**RESOLUTIONS**

**RESOLUTION NO. 20-017**

**A Resolution Consenting to the Order Declaring a Local Disaster Emergency in and for the Town of Parker, Colorado**

**Department: Town Attorney, Kristin Schledorn**

In response to the COVID-10 pandemic, the Town Administrator issued an Order Declaring a Local Disaster Emergency in and for the Town of Parker. This resolution expresses the Town Council's support and consent to that Order and also provides the support and consent of Town Council to the extension of the order beyond seven days, at the discretion of the Town Administrator.

There are likely to be significant financial impacts to the Town, but it is difficult to quantify those at this time.

Debbie Lewis moved to approve Resolution No. 20-017.

Josh Rivero seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 7:27 P.M.

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Carol Baumgartner, Town Clerk

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Mike Waid, Mayor



## Request for Town Council Action

**Date:** April 6, 2020

**Submitted By:** Chris Hudson, Deputy Director of Engineering

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.308 - First Reading**  
**A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cottonwood Metropolitan District Concerning Tract C and New Fence Construction and Maintenance**

**Department:** Engineering/Public Works, Chris Hudson

**Second Reading:** April 20, 2020

### EXECUTIVE SUMMARY

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This item is for an ordinance to approve a proposed intergovernmental agreement (IGA) between the Cottonwood Metropolitan District and the Town of Parker concerning the conveyance of the Cottonwood Trailhead (Tract C - Cottonwood Filing #8) and new fence construction/maintenance adjacent to the south side of Cottonwood Drive between Cherry Creek and the Cottonwood Way intersection.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Town is anticipating commencing construction in the second half of 2020 on the Cottonwood Drive widening project between Jordan Road and Parker Road. Due to continued growth in the area, the traffic on Cottonwood Drive has reached a point that it needs to be widened as originally planned in the 1980's to the ultimate four (4) lane configuration.

As part of that project, the Town needs to acquire an area for a stormwater detention pond and temporary construction easement areas to construct this widening project. The Town approached the Cottonwood Metropolitan District (CMD) regarding these needs due to their property ownership adjacent to Cottonwood Drive. Due to overlapping maintenance and ownership questions/concerns at the Cottonwood Trailhead located on the south side of

Cottonwood Drive between Cherry Creek and the Apache Plume Drive intersection, CMD proposed transferring the trailhead parcel (Tract C - Cottonwood Filing 8) to the Town. A significant portion of Tract C is the trailhead that the Town has been maintaining according to the terms of an easement agreement. This trail easement agreement does not fully address the improvements at the trailhead which has lead to confusion on maintenance. This ownership transfer will eliminate maintenance "gaps" in the easement agreement as the Town will assume the ownership of property. The remainder of the property is open space and/or floodplain. In addition, the property will be used for a needed stormwater quality pond for the roadway widening project and as a staging area for the project.

In addition, the Town needs to acquire temporary construction easement areas on property owned by CMD in and adjacent to Cherry Creek to allow for construction of the new bridge while minimizing the impacts to the traveling public. As consideration for the temporary construction easements, CMD is asking that the Town replace the existing six (6) foot high wooden privacy fence on the south side of Cottonwood Drive between Cherry Creek and the Cottonwood Way intersection. The fence in this area is mostly in poor condition and planned roadway widening work adjacent to it may accelerate the deterioration further. Based on the value of the temporary construction easement areas, this is a reasonable consideration request. The long term maintenance of this fence will be the responsibility of the adjacent property owners following construction.

This arrangement will be memorized in an IGA between the Town of Parker and the Cottonwood Metropolitan District. An ordinance is needed to approve this IGA.

### **FINANCIAL IMPACT**

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The Town is currently maintaining the Cottonwood Trailhead and there are no anticipated additional financial impacts by the transfer of property to the Town. The construction costs of the roadway improvements are included in project budget. The project will also reconstruct the trailhead parking lot as it is in poor condition. The fence constructed as part of this agreement will be maintained by the adjacent property owners.

### **STRATEGIC GOAL(S)**

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



SUPPORT AN  
ACTIVE COMMUNITY

### **ATTACHMENTS**

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1. Ordinance No. 9.308

### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.308 on first reading and to schedule second reading for April 20, 2020, as part of the consent agenda.



ORDINANCE NO. 9.308, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND COTTONWOOD METROPOLITAN DISTRICT CONCERNING TRACT C AND NEW FENCE CONSTRUCTION AND MAINTENANCE**

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 Cottonwood Metropolitan District concerning Tract C and new fence construction and maintenance, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

## EXHIBIT 1

### INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Town of Parker, Colorado, a Colorado home rule municipal corporation (the "Town"), and the Cottonwood Metropolitan District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32, C.R.S. (the "District").

#### WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Town and the District as political subdivisions to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide;

WHEREAS, the Town desires to acquire from the District that real property described in **Exhibit A**, which is attached hereto and incorporated by this reference ("Tract C");

WHEREAS, the District desires that the Town replace the fence on the real property described in **Exhibit B**, which is attached hereto and incorporated by this reference (the "New Fence"); and

WHEREAS, The Town and the District agree that it is in the best interests of the residents of both the Town and the District for the Town and the District to cooperate in the manner set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the District hereby agree as follows:

#### **ARTICLE I**

##### **DISTRICT'S RESPONSIBILITIES**

**Tract C Conveyance.** The District shall, within thirty (30) days of execution of this Agreement, convey Tract C by special warranty deed to the Town, free and clear of all liens and encumbrances, without additional consideration other than the covenants and promises contained herein. The District shall have the opportunity to salvage existing appurtenances located on Tract C, as agreed to between the Town and the District in writing prior to the conveyance.

#### **ARTICLE II**

##### **TOWN'S RESPONSIBILITIES**

A. **The New Fence – Construction.** The Town shall replace the existing fence with the New Fence according to the plans attached as **Exhibit C**, and incorporated by this reference. The New Fence shall be constructed on or before December 31, 2021, at no cost to the District or the adjacent property owners.

B. **The New Fence – Maintenance.** The adjacent property owners shall be responsible for the maintenance of the New Fence following construction.

C. **Grant of Temporary Construction Easement.** Within sixty (60) days of the execution of this Agreement, the District, at no cost to the Town, will grant a temporary construction easement for the construction of the Cottonwood Drive widening project in the form of **Exhibit D**, which is attached hereto and incorporated by this reference.

### ARTICLE III

#### 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.

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

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

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

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

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

G. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and 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**

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Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**COTTONWOOD METROPOLITAN DISTRICT**

\_\_\_\_\_  
\_\_\_\_\_, Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ [name/title]

### **EXHIBIT LIST**

- |           |                                                                                   |
|-----------|-----------------------------------------------------------------------------------|
| Exhibit A | Legal description of acquired property                                            |
| Exhibit B | Legal description of New Fence property                                           |
| Exhibit C | New Fence plans                                                                   |
| Exhibit D | Form of temporary construction easement for the Cottonwood Drive widening project |

## EXHIBIT A

### Legal description of acquired property





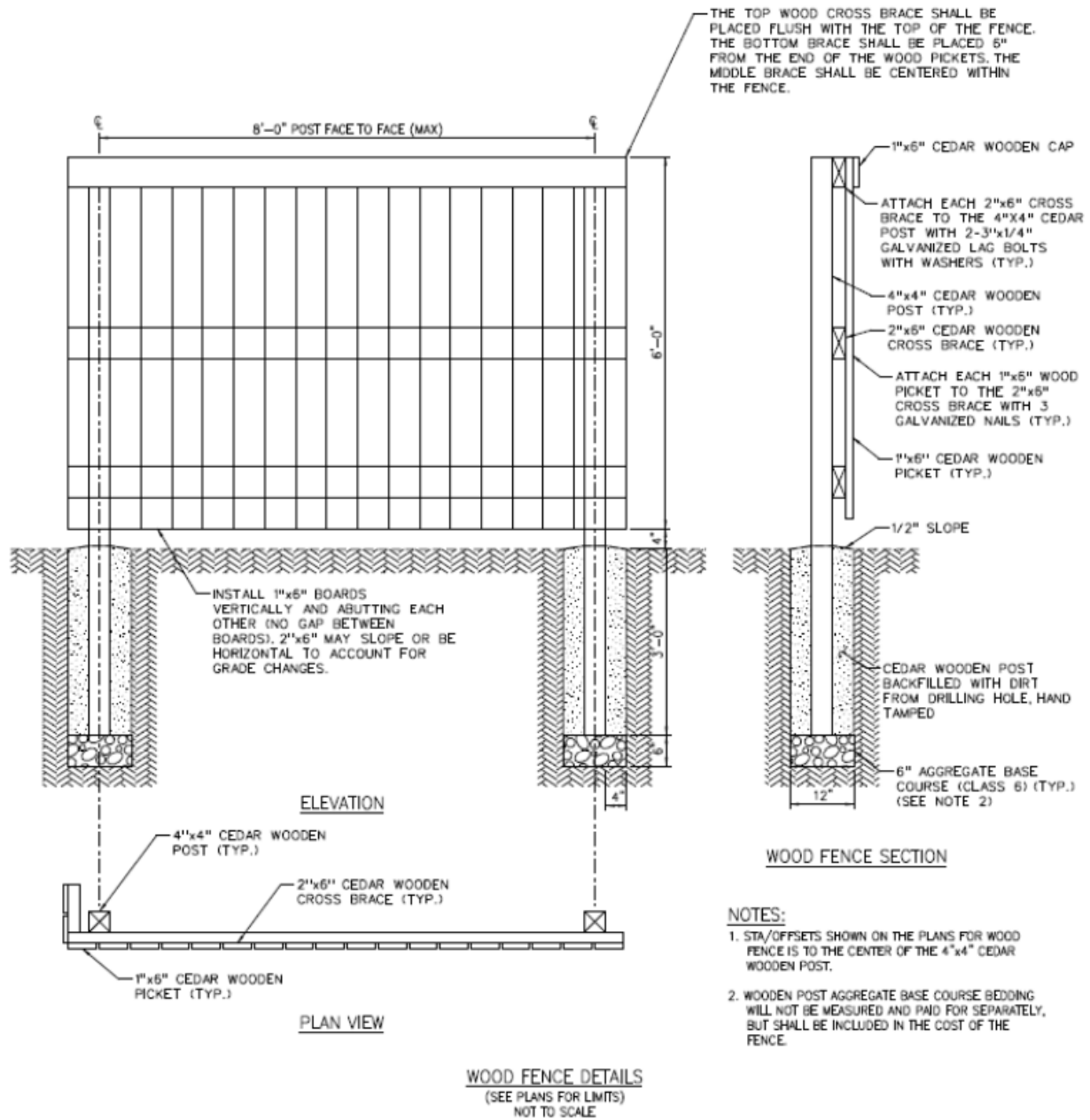
## EXHIBIT B

### Legal description of New Fence property





# **EXHIBIT C** **New Fence plans**



## **EXHIBIT D**

### **Form of temporary construction easement for the Cottonwood Drive widening project**

#### **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between COTTONWOOD METROPOLITAN DISTRICT, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32, C.R.S., whose legal address is \_\_\_\_\_, Parker, Colorado 80134 (the "Grantor"), and the TOWN OF PARKER, a Colorado home rule municipality, whose legal address is 20120 East Mainstreet, Parker, Colorado 80138 (the "Grantee").

THE GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to the Grantee a Temporary Easement (the "Temporary Easement") for use during construction of roadway improvements, together with all rights and privileges as are necessary or incidental to the reasonable and proper use of such easement in and to, over, under and across the tract of land more particularly described on **Exhibit A**, attached hereto and by this reference made a part hereof (the "Easement Property").

1. Said Temporary Easement shall expire and be of no further force or effect twelve (12) months after the date the Grantee provides written notice of the commencement of this Temporary Easement to the Grantor. The Grantor also grants to the Grantee the option to extend this Temporary Easement for a period not to exceed six (6) months from the date of expiration hereof.

2. During the term of this Temporary Easement, the Grantor shall not erect or construct, or allow to be erected or constructed, any building or other structure which may interfere with Grantee's full enjoyment of the rights hereunder.

3. The parties hereto agree that neither has made nor authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either party, or its agents or employees hereto.

4. Grantor warrants that it has full and lawful authority to make the grant hereinabove contained and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

5. Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants herein contained shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

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

**GRANTOR:**

By: \_\_\_\_\_  
\_\_\_\_\_ [Print name/Title]

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_ [Print name/Title]

**GRANTEE: TOWN OF PARKER**

By: \_\_\_\_\_  
Michelle Kivela, Town Administrator

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney



## Request for Town Council Action

**Date:** April 6, 2020

**Submitted By:** Rosemary Sietsema, Executive Assistant  
John Fussa, Community Development Director

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **RESOLUTION NO. 20-018**  
**A Resolution to Allow a Partial Waiver of Sections 13.09.040(b)(1), 13.09.070(l), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code for Certain Businesses for Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade**

**Department:** Community Development, Rosemary Sietsema

### **EXECUTIVE SUMMARY**

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Each year, the Town approves and hosts multiple large community events in Downtown. The large community events have in the past included the Parker Days Festival, Trick or Treat on Mainstreet and the Christmas Carriage Parade. The purpose of this resolution is to support local Downtown businesses that may be impacted by these community events.

The resolution temporarily waives certain sign code requirements where an approved community event causes street closures limiting access to businesses. To mitigate the impact of street closures, the Town relaxes the sign code to allow additional signage for specified dates and times during the event to increase visibility and encourage patronage of affected businesses.

### **STAFF RECOMMENDATION**

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Approve

### **BACKGROUND/DISCUSSION**

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The Parker Area Chamber of Commerce, Downtown Business Alliance and other community organizations have requested that the Town allow additional signage during their approved community events in Downtown. Specifically, they have in the past requested additional signage for businesses that are located on streets that will be closed or have limited access due

to community events.

A partial waiver of the Sign Code is required to be approved by Town Council in order to temporarily allow additional signage. The attached resolution would allow unlimited window signs and one (1) additional banner sign not to exceed 40 square feet for eligible businesses during certain approved community events.

The partial waiver of the Sign Code would be in place from 5 PM on June 10, 2020 through 12 midnight on June 15, 2020 for Parker Days; from 5 PM on October 30, 2020 through 12 midnight on November 1, 2020 for Trick or Treat on Mainstreet; and from 5 PM on December 11, 2020 through 12 midnight on December 13, 2020 for the Christmas Carriage Parade.

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#### **FINANCIAL IMPACT**

None

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#### **STRATEGIC GOAL(S)**



ENHANCE ECONOMIC  
VITALITY



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE

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#### **ATTACHMENTS**

1. Resolution No. 20-018

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#### **RECOMMENDED MOTION**

I move to approve Resolution No. 20-018, as part of the consent agenda.

**RESOLUTION NO. 20-018, Series of 2020**

**TITLE: A RESOLUTION TO ALLOW A PARTIAL WAIVER OF SECTIONS 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) AND SCHEDULE 13.09.080B OF THE PARKER MUNICIPAL CODE FOR CERTAIN BUSINESSES FOR PARKER DAYS, TRICK OR TREAT ON MAINSTREET, AND THE PARKER CHRISTMAS CARRIAGE PARADE**

WHEREAS, Parker Days is scheduled for June 11, 12, 13, and 14, 2020;

WHEREAS, Trick or Treat on Mainstreet is scheduled for October 31, 2020;

WHEREAS, the Parker Christmas Carriage Parade is scheduled for December 12, 2020;

WHEREAS, certain streets will be closed or access will be limited during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade;

WHEREAS, certain businesses located adjacent to the streets that will be closed or subject to limited access desire to display additional signage beyond what is permitted during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade;

WHEREAS, Section 13.01.100 of the Parker Municipal Code provides that the Town may authorize waivers to the Parker Land Development Ordinance "if it is deemed by the Town Council to be in the public interest and does not impair the intent and purposes of this Title;"

WHEREAS, a partial waiver of Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code will allow certain businesses to display additional signage to the extent provided in this Resolution to increase their visibility to the public while certain streets are closed or access is limited during Parker Days, Trick or Treat on Mainstreet, and the Parker Christmas Carriage Parade; and

WHEREAS, the Town Council desires to grant a partial waiver, to the extent provided below.

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

Section 1. The Town Council authorizes a partial waiver to Sections 13.09.040(b)(1), 13.09.070(1), 13.09.080(d) and Schedule 13.09.080B of the Parker Municipal Code, subject to the following conditions:

(a) This partial waiver is limited to those businesses located within the area described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Affected Businesses");

(b) This partial waiver is limited to the display of additional temporary signage on the same site as the Affected Businesses displaying the additional temporary signage;

(c) Each Affected Business is allowed unlimited window signs, as that term is defined in the Parker Municipal Code;

(d) Each Affected Business is allowed a banner, not to exceed forty (40) square feet;

(e) This partial waiver does not authorize pedestrian signs or sandwich board signs of any type or material;

(f) For Parker Days, the duration of this partial waiver is from 5:00 p.m. on Wednesday, June 10, 2020, through 12:00 midnight on Monday, June 15, 2020.

(g) For Trick or Treat on Mainstreet, the duration of this partial waiver is from 5:00 p.m. on Friday, October 30, 2020, through 12:00 midnight on Monday, November 1, 2020.

(h) For the Parker Christmas Carriage Parade, the duration of this partial waiver is from 5:00 p.m. on Friday, December 11, 2020, through 12:00 midnight on Sunday, December 13, 2020.

RESOLVED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

TOWN OF PARKER, COLORADO

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk



EXHIBIT A







## Request for Town Council Action

**Date:** April 6, 2020  
**Submitted By:** Bob Exstrom, Project Manager  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** **Auburn Hills Park Improvements Project (CIP 20-008)**

**Amount:** \$1,145,410.00  
**Contractor:** SaBell's Civil and Landscape  
**Department:** Engineering/Public Works, Bob Exstrom

### EXECUTIVE SUMMARY

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This item is to award a trade contractor agreement to SaBell Civil and Landscape for the Auburn Hills Park Improvements Project (CIP 20-008). The contract amount is \$1,145,410.00 including a \$163,000 (14%) allowance to add geotechnical scope back in that was removed from the design pre-bid to level the budget, and a \$134,000 (12%) contingency for unforeseen conditions and/or scope changes. The allowance and contingency components are held outside of the contract by the Town and are added back into the contract as necessary via Change Order.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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This is one of six projects identified by staff back in the summer of 2016 as effective mitigation strategy concerning the Pawnee Daniels Park 345k Transmission Project. The focus of the mitigation effort was to establish projects or initiatives which directly address the impacts by virtue of proximity to the PSCo right-of-way providing benefit to multiple neighbors through the corridor and improving community integration where fragmentation has previously occurred.

The park is owned and maintained by the Town and improvements generally include: a new and expanded playground area; additional landscaping including trees, shrubs and perennials; addition of a small turf field just north of the current playground area; resodding of the soccer field at the northern end of the park; soft-surface trail connections across the existing PSCo right-of-way; realignment of the current East/West Trail through the park; drainage improvements; irrigation improvements and incidental electrical work.

The Town of Parker publicly opened competitive bids on March 4, 2020, and the results were as follows:

1) A.D. Miller - \$1,720,399.74\*

2) SaBell's Civil and Landscape - \$1,145,410.00\*

\* Consisting of the original bid, allowance and contingency

Engineer's Estimate: \$1,119,598.16

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#### **FINANCIAL IMPACT**

Total - \$1,145,410.00 consisting of the original bid, allowance and contingency

These improvements have been partially funded by Public Service Company as part of the mitigation strategy for the Pawnee-Daniels Park Electrical Transmission Project. Funding for this contract has been appropriated in the Capital Outlay Fund (203-4520-7777).

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#### **STRATEGIC GOAL(S)**



**SUPPORT AN  
ACTIVE COMMUNITY**



**PROMOTE A SAFE AND  
HEALTHY COMMUNITY**

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#### **ATTACHMENTS**

None

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#### **RECOMMENDED MOTION**

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



## Request for Town Council Action

**Date:** April 6, 2020  
**Submitted By:** Jason Long, Police Systems Administrator  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** CentralSquare/TriTech

**Amount:** \$192,104.90  
**Contractor:** CentralSquare/TriTech  
**Department:** Finance, Jason Long

### EXECUTIVE SUMMARY

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The award of this contract will allow for the software support and maintenance of the CentralSquare Enterprise CAD (Computer Aided Dispatch) for Parker Police Department and Lone Tree Police Department under the IGA between the two entities. The software suite support and maintenance includes support for the Enterprise RMS (Records Management Systems) for the Parker Police Department only, and does not include Lone Tree.

This software suite allows for Dispatch/911 and Patrol to communicate effectively and use the RMS to collaborate on various reports for data collection, workflows and real-time reporting enhancing the Police Departments reporting capability internally and externally.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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Parker Police Department has utilized this software for many years and CentralSquare is one of the leading providers of the Public Safety Suite, which includes Enterprise CAD, Enterprise RMS and other tools necessary for all Police Department staff to work effectively. This is a major software system used by the Parker Police Department and would require a constructive effort to replace such a integral part of the agency.

This software allows for full communication and record keeping by all Police Department staff. Dispatch uses the software for life saving operations and to enhance Officer safety through the software offered.

**FINANCIAL IMPACT**

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The cost for the CentralSquare Enterprise CAD and Enterprise RMS maintenance for 2020 is \$192,104.90 and this amount is included in the Information Technology budget for 2020.

**STRATEGIC GOAL(S)**

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PROMOTE A SAFE AND  
HEALTHY COMMUNITY



DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

**ATTACHMENTS**

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None

**RECOMMENDED MOTION**

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



## Request for Town Council Action

**Date:** April 6, 2020

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

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **PARKER POINTE FILING NO. 1 - Minor Development Plat and Subdivision Agreement**

**Applicant:** Stroh and Parker, LLC

**Location:** Southeast corner of Parker Road and Stroh Road

**Department:** Community Development, Paul Workman

**TRAKiT No.:** SUB19-052

### EXECUTIVE SUMMARY

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The subject property is located at the southeastern corner of the intersection of Parker Road and Stroh Road. The Town Council originally approved applications for a Minor Development Plat (MDP) and Subdivision Improvement Agreement (SIA) on March 18, 2019. However, the property owner did not execute the MDP and SIA so the approval expired due to inactivity by operation of Municipal Code.

The property owner has resubmitted applications for MDP and SIA approval to create 15 lots for future commercial use and two (2) tracts that will be dedicated to the Town. The tracts to be dedicated to the Town will preserve open space along Kinney Creek at the southern limit of the property.

The Planning Commission voted 6-0 on March 12, 2020, to recommend approval of the applications.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The subject property was formerly a residential property having a total area of 14.66 acres. The

Town voluntarily annexed and zoned the property as Modified Commercial in August 2018. The property owner, Parker & Stroh LLC, has resubmitted an application for a Minor Development Plat (MDP) to subdivide the Property into 15 lots for future commercial use.

The property owner will dedicate two (2) tracts to the Town with the MDP to be preserved as open space. The tracts are located at the southern limit of the property along Kinney Creek and are environmentally sensitive due to the presence of 100-year floodplain and Preble's Meadow Jumping Mouse habitat. The MDP is subject to a Subdivision Improvement Agreement (SIA) that secures the property owner's obligation to construct required public improvements.

The Parker 2035 Master Plan designates the intersection of Parker Road and Stroh Road as a Community Center providing local and region-serving commercial uses. The Town's adopted zoning implements the Master Plan vision by permitting a range of commercial retail, restaurant, service and office uses. The proposed MDP to create lots for commercial development is therefore consistent with the Town Master Plan and adopted zoning.

### **FINANCIAL IMPACT**

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None

### **STRATEGIC GOAL(S)**

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**FOSTER COMMUNITY  
CREATIVITY AND  
ENGAGEMENT**



**DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH**

### **ATTACHMENTS**

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1. Vicinity Map
2. Planning Commission Staff Report
3. Minor Development Plat
4. Landscape Plan
5. Referral Comments
6. SUB19-052 Parker Pointe SIA

### **RECOMMENDED MOTION**

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(1) I move to approve, based upon findings in the staff report, the Minor Development Plat.

(2) I move to approve, based upon findings in the staff report, the Subdivision Improvement Agreement.



## Vicinity Map





## **Planning Commission Staff Report**

**Planning Commission Date:** 3/12/2020

**Town Council Date:** 4/6/2020

**Hearing Type:** **Public Hearing**  
**Parker Pointe Filing No. 1 – Minor Development Plat**  
**TRAKiT No(s): SUB19-052**

**Location:** **Southeast corner of Parker Road and Stroh Road**

**Project Planner:** **Paul Workman, Senior Planner**

**Applicant:** **Parker and Stroh, LLC**

**Executive Summary:** **The applicant is requesting the approval of a Minor Development Plat to create 15 lots for future commercial development and two tracts that would be dedicated to the Town as open space.**

**Staff Recommendation:** **Approval**

### **RECOMMENDED MOTION**

*“I move the Planning Commission recommend Town Council approve the Parker Pointe Filing No. 1 Minor Development Plat.”*

### **ALTERNATIVE MOTIONS**

*“I move the Planning Commission recommend Town Council approve the Parker Pointe Filing No. 1 Minor Development Plat, subject to the following conditions:  
-List conditions”*

*“I move the Planning Commission recommend Town Council deny the Parker Pointe Filing No. 1 Minor Development Plat as the request does not meet the following approval criteria:”  
-List criteria not met (either by staff or Planning Commission)*

*“I move the Planning Commission vote to continue the Parker Pointe Filing No. 1 Minor Development Plat to a future date.”*



## **I. BACKGROUND/DISCUSSION**

This is a request for a Minor Development Plat to create 15 lots for future commercial development and two tracts that will be dedicated to the Town. The two tracts that will be dedicated to the Town will be preserved as open space and are encumbered by 100-year floodplain and the Preble's Meadow Jumping Mouse habitat. The structures shown in the aerial below have been removed and the applicant has provided an historic analysis of the structures in accordance with Town regulations.

The identical application was recommended for approval by Planning Commission on February 28, 2019, and subsequently approved by Town Council on March 18, 2019. However, the applicant was unable to meet the financial obligations of the Subdivision Improvement Agreement (SIA) at that time. Therefore, the approved Minor Development Plat and SIA were never recorded and the approval expired. The applicant now has their financing in place and is requesting the application be approved once again so that they can develop the subject property.

### **Vicinity Map**



## **II. PRIOR ACTIONS**

| <b>Date</b> | <b>Action</b>                                                                |
|-------------|------------------------------------------------------------------------------|
| 8/20/18     | Town Council approved the annexation of the subject property.                |
| 8/20/18     | Town Council approved a Modified Commercial zoning for the subject property. |
| 3/18/19     | Town Council approved a Minor Development Plat.                              |

## **III. CURRENT SITE DATA**

|                  |                                                              |                          |                                      |
|------------------|--------------------------------------------------------------|--------------------------|--------------------------------------|
| Existing Zoning  | Modified Commercial                                          |                          |                                      |
| Overlay District | N/A                                                          |                          |                                      |
| PD & Plan Area   | N/A                                                          |                          |                                      |
| Master Plan Area | Community Center                                             |                          |                                      |
| Site Acreage     | 14.66 +/- acres                                              |                          |                                      |
| Subdivision      | Parker Pointe Minor Development Plat Filing No. 1 (proposed) |                          |                                      |
| Existing Use     | Undeveloped Vacant Land                                      |                          |                                      |
| Surrounding Uses |                                                              |                          |                                      |
|                  | Master Plan Land Use                                         | Zoning                   | Existing Use                         |
| North            | Community Center                                             | PD - Planned Development | Undeveloped commercial pad sites     |
| South            | Douglas County                                               | Douglas County Zoning    | Kinney Creek and Colorado Golf Club  |
| East             | Douglas County                                               | Douglas County Zoning    | Colorado Golf Club                   |
| West             | Community Center                                             | PD - Planned Development | Parker Road and commercial pad sites |

## **IV. PARKER 2035 MASTER PLAN**

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

| <b>MASTER PLAN CONSISTENCY</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Master Plan Designation</b>          | Community Center<br><input checked="" type="checkbox"/> Consistent <input type="checkbox"/> Inconsistent                                                                                                                                                                                                                                                                                                                                    |
| <b>Master Plan Character Discussion</b> | Larger than Neighborhood Centers, Community Centers have a greater market area, serving multiple neighborhoods. Typical uses include retail and personal/business services. Other compatible uses such as small offices, recreational and restaurants are also permitted. The total Gross Leasable Area for the commercial/office components within an entire Community Center should range from a combined 250,000 to 500,000 square feet. |
| <b>Consistent Goals/Strategies</b>      | <a href="#"><u>Land Use 1.D</u></a><br><a href="#"><u>Jobs and Economic Vitality 2</u></a><br><a href="#"><u>Jobs and Economic Vitality 2.A</u></a><br><a href="#"><u>Jobs and Economic Vitality 2.B</u></a><br><a href="#"><u>Jobs and Economic Vitality 2.E</u></a>                                                                                                                                                                       |

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                      | <a href="#">Transportation 2.C</a><br><a href="#">Natural Resource Protection 1.A</a><br><a href="#">Natural Resource Protection 1.B</a><br><a href="#">Natural Resource Protection 1.C</a><br><a href="#">Natural Resource Protection 1.D</a><br><a href="#">Natural Resource Protection 2.A</a><br><a href="#">Natural Resource Protection 2.D</a><br><a href="#">Natural Resource Protection 4.C</a><br><a href="#">Natural Resource Protection 4.D</a><br><a href="#">Natural Resource Protection 4.E</a><br><a href="#">Natural Resource Protection 4.I</a><br><a href="#">Natural Resource Protection 6.B</a><br><a href="#">Open Space and Recreation 2.A</a> |
| <b>Inconsistent Goals/Strategies</b> | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Staff Analysis</b>                | Staff has reviewed the requested Minor Development Plat against the Town's Master Plan and has determined that the request continues to be consistent with the goals identified above. The proposed plat would create lots for future commercial development as identified in the Parker 2035 Master Plan's General Land Use Plan and which are allowed by the zoning.                                                                                                                                                                                                                                                                                               |

## V. LAND DEVELOPMENT ORDINANCE

| <b>ZONING CONSISTENCY (Minor Development Plat)</b> |                                                                                                                                                                                                             |                                                                   |                                                                                                                         |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Provisions</b>                                  | <b>Existing/Required</b>                                                                                                                                                                                    | <b>Proposed</b>                                                   | <b>Analysis</b>                                                                                                         |
| <b>Setbacks</b>                                    | Front – 40'<br>Side – 0' when adjacent to commercial or 25' when adjacent to residential<br>Rear – 25'<br>Maximum Building Setback from Parker Road – 65'<br>Maximum Building Setback from Stroh Road – 80' | Setbacks will be reviewed with each individual Site Plan.         | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Density</b>                                     | N/A. The site is zoned for commercial uses.                                                                                                                                                                 | N/A. The site is zoned for commercial uses.                       | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Height/Stories</b>                              | Maximum Building Height – 35'                                                                                                                                                                               | Building heights will be reviewed with each individual Site Plan. | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Lot Size</b>                                    | Minimum Lot Width – 75'                                                                                                                                                                                     | 96' is the smallest lot width proposed.                           | <input checked="" type="checkbox"/> Consistent                                                                          |

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                   |                                                                                                                         |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                   | <input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A                                                   |
| <b>Lot Coverage</b>       | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Lot coverage will be reviewed with each individual Site Plan                                                                                      | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Landscaping</b>        | <a href="#">Title 13.06.070</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | As a part of the Minor Development Plat, the applicant is showing streetscape for the perimeter of the property as required by Section 13.06.070. | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Off-Street Parking</b> | <a href="#">Title 13.06.050</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Off-street parking will be reviewed with each individual Site Plan.                                                                               | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Staff Analysis</b>     | The request is for the approval of a Minor Development Plat to create 15 lots for commercial development and two tracts that will be dedicated to the Town. Therefore, the development standards for the minimum lot size and the required landscaping are the only applicable zoning standards at this time. The other development standards will be reviewed during the future site plan submittals. The applicant has demonstrated compliance with the minimum lot size and the landscaping requirements. Therefore, the proposed Minor Development Plat is in conformance with the approved zoning. |                                                                                                                                                   |                                                                                                                         |

## **VI. DESIGN REVIEW**

The request is for a Minor Development Plat. Therefore, design review is not a part of this request.

## **VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS**

The applicant has submitted a traffic study that has been reviewed and approved by both the Town of Parker Public Works/Engineering Department and the Colorado Department of Transportation (CDOT). The study identifies that the subject property will have one right-in and right-out access from Parker Road near the center of the subject property. Additionally, the site will be served by one right-in and right-out access off Stroh Road and a full-movement access from the east of the subject property. Access from the full movement intersection will be via an access easement that was negotiated between the applicant and the property owner to the east (Reata South Metropolitan District). Internal to the site, the applicant will be dedicating an access easement that will serve all future lots within the development. As a part of the development of the property, the applicant will be making improvements to both Parker Road and Stroh Road to ensure access meets CDOT and the Town of Parker's requirements. Included in these improvements will be an eight-foot wide sidewalk along Parker Road and a five-foot wide sidewalk along Stroh Road.

### **VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS**

| <b>Agency</b>                        | <b>Comments</b>                                                                                                 |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Aztec Consultants                    | No Comments                                                                                                     |
| Cherry Creek Water Quality Authority | Advisory comments. Minor technical comments that will need to be resolved prior to the issuance of any permits. |
| Colorado Parks and Wildlife          | Advisory Comments                                                                                               |
| Douglas County                       | Advisory Comments                                                                                               |
| Fire and Life Safety                 | No Comments                                                                                                     |
| IREA                                 | Approved                                                                                                        |
| Parker Water and Sanitation District | Approved                                                                                                        |
| Town of Parker Engineering           | Approved                                                                                                        |
| Town of Parker Building              | Advisory Comments                                                                                               |
| Urban Drainage                       | Advisory Comments                                                                                               |
| Xcel                                 | Advisory Comments                                                                                               |

### **IX. CONCLUSION**

The applicant is requesting the approval of a Minor Development Plat in order to create 15 lots for commercial development and two tracts that will be dedicated to the Town as open space. The zoning of the property allows for commercial uses and the applicant has demonstrated compliance with the minimum lot standards set forth in the zoning and the Land Development Ordinance for Minor Development Plats, including required landscaping.

The applicant has indicated a financial ability to perform on the obligations in the SIA. Therefore, staff is recommending that Planning Commission recommend approval for the Parker Pointe Filing No. 1 Minor Development Plat.

### **X. RECOMMENDED CONDITIONS**

N/A

### **XI. ATTACHMENTS**

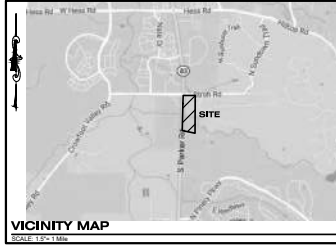
1. Referral Agency Comments
2. Minor Development Plat
3. Landscape Plan

**Report Approved By: Bryce Matthews, Planning Manager**

# PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
15 LOTS  
14.6674 ACRES

SHEET 1 OF 3



## LEGAL DESCRIPTION

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;  
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 1414.00 FEET;  
THENCE N78°36'39"W A DISTANCE OF 480.57 FEET TO A POINT ON THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'58"E ALONG SAID EASTERLY R.O.W. LINE, A DISTANCE OF 1317.76 FEET TO THE INTERSECTION OF THE EASTERLY R.O.W. LINE OF SOUTH PARKER ROAD AND THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE N89°52'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (638.911 SQUARE FEET) 14.6674 ACRES, MORE OR LESS

## DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER POINTE SUBDIVISION FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

## ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. § 1531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

## OWNER

PARKER & STROH, L.L.C. A COLORADO LIMITED LIABILITY COMPANY

GUY CARTING \_\_\_\_\_ DATE \_\_\_\_\_

## NOTARY

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

## GENERAL NOTES

- THIS SURVEY WAS BASED ON TITLE COMMITMENT NUMBER 31632CW PREPARED BY COLORADO ESCROW AND TITLE SERVICES, LLC AS AGENT FOR WESTCOT LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020 AT 7:30 A.M. AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "A" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND ZONE "A" AREA SPHA - AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATION DETERMINED). ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08050C10182 EFFECTIVE DATE OF SEPTEMBER 30, 2005, NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAT S89°50'00"W AND BOUNDED BY A 3.14" ALUMINUM CAP, L.S. NO. 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SAID SECTION 3 AND A 3.14" ALUMINUM CAP, L.S. NO. 29751 FOUND IN A RANGE BOX AT THE N1/4 CORNER OF SAID SECTION 3.
- ALL UNITS ARE U.S. SURVEY FEET.
- ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND PROBABLY ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
- PRIVATE ACCESS DRIVE/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, FOR ANY DEVELOPMENT ON PROPERTY DESCRIBED HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NONEXCLUSIVE CROSS-PARKING EASEMENT FOR THE BENEFIT OF ALL LOTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALY REASONABLE CONDITION AND STATE OF REPAIR.
- A MULTI-USE UTILITY EASEMENTS IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- AN ACCESS AGREEMENT TO THE BENEFIT OF THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019025163. THIS AGREEMENT CONFIRMS THE OFFSITE ACCESS ROAD ON THE ADJACENT PROPERTY SERVING THIS DEVELOPMENT.
- A DRAINAGE CULVERT AND DETENTION POND EASEMENT AFFECTING THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019014604. THIS AGREEMENT OBLIGATES THE PROPERTY OWNER, AND SUCCESSORS, TO OPERATE AND MAINTAIN THE OFFSITE DETENTION POND AND ASSOCIATED APPURTENANCES THAT SERVE THIS PROPERTY. THE TOWN OF PARKER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITHIN THIS EASEMENT SHOULD THE PROPERTY OWNER FAIL TO DO SO, IN ACCORDANCE WITH THIS EASEMENT.
- TRACT A IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- TRACT B IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- AN EXCLUSIVE 25 FOOT BY 55 FOOT SIGN EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER VIA THIS PLAT AS SHOWN ON SHEET 3 OF THIS PLAT.

## LAND USE SUMMARY:

|                           |             |
|---------------------------|-------------|
| LOTS 1-15                 | 13,5146 AC. |
| TRACTS A & B              | 1,0381 AC.  |
| ROW                       | 0.1145 AC.  |
| TOTAL AREA OF SUBDIVISION | 14.6674 AC. |

| TRACT   | SIZE (AC.) | OWNERSHIP      | MAINTENANCE    |
|---------|------------|----------------|----------------|
| TRACT A | 0.0060     | TOWN OF PARKER | TOWN OF PARKER |
| TRACT B | 0.0321     | TOWN OF PARKER | TOWN OF PARKER |

## SURVEYOR CERTIFICATION

I, CHARLES N. BECKSTROM, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKER POINTE SUBDIVISION FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 10TH DAY OF FEBRUARY, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



CHARLES N. BECKSTROM, P.L.S.  
FOR AND ON BEHALF OF  
ENGINEERING SERVICE COMPANY

## ADVICE

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

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 184-508 OF THE COLORADO REVISED STATUTES.

## TITLE VERIFICATION

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE INSURANCE COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

## NOTARY

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

## TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FOR FILING, SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL. THE DEDICATIONS ARE HEREBY ACCEPTED.

THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: \_\_\_\_\_

TOWN CLERK

CLERK AND RECORDER

STATE OF COLORADO ) SS

COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ A.M./P.M. AND

WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_.

COUNTY CLERK AND RECORDER

**ES&C**  
ENGINEERING  
SERVICE  
COMPANY

14190 East Evans Avenue  
Aurora, Colorado 80014  
eng@esandc.com  
P 303.337.1393  
F 303.337.7481  
T/F 1.877.273.0669

CREATED: 11/10/2017 11:02:07  
FILED: 11/10/2017 11:02:07  
COUNTY: DOUGLAS

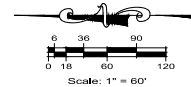
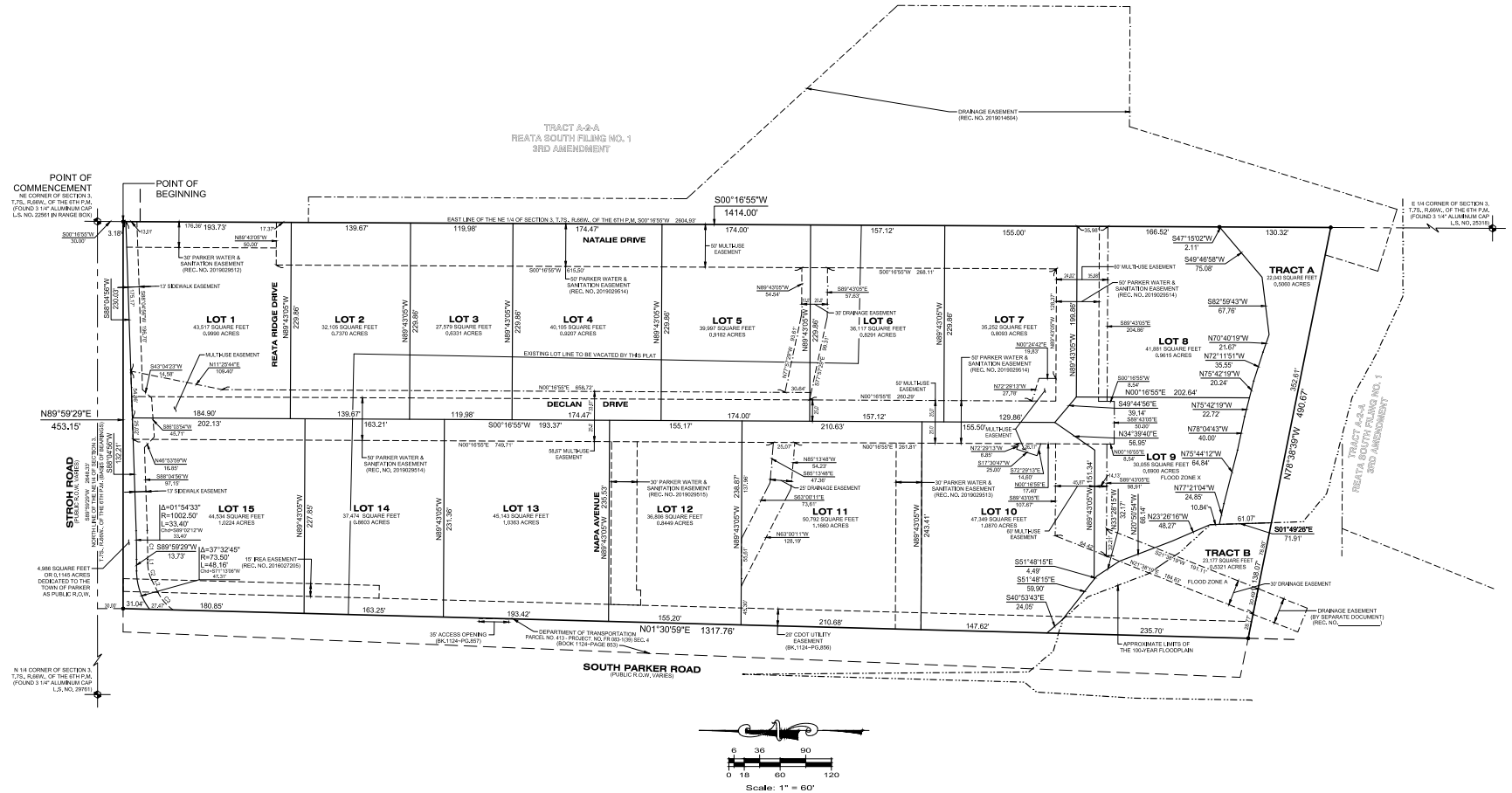


# PARKER POINTE SUBDIVISION FILING NO. 1

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

15 LOTS  
14,6674 ACRES

SHEET 2 OF 3



| CURVE DATA TABLE |                                   |
|------------------|-----------------------------------|
| CHORD            | BEARING                           |
| C1               | 01°54'50" 114.62' 114.62' 114.62' |
| C2               | 02°30'50" 114.62' 114.62' 114.62' |
| C3               | 03°00'50" 114.62' 114.62' 114.62' |

| LINE DATA TABLE |                                   |
|-----------------|-----------------------------------|
| CHORD           | BEARING                           |
| C1              | 01°54'50" 114.62' 114.62' 114.62' |
| C2              | 02°30'50" 114.62' 114.62' 114.62' |
| C3              | 03°00'50" 114.62' 114.62' 114.62' |



**EASEMENT DIMENSION NOTES**

- ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.
- REFER TO SHEET 3 FOR ADDITIONAL EASEMENT DEDICATIONS AND DIMENSIONS.

**NOTES**

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

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFEATS ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMA (CLASS TWO (2)) MEDIANEOR PURSUANT TO STATE STATUTE 18-608 OF THE COLORADO REVISED STATUTES.

**ESC**  
**ENGINEERING**  
**SERVICE**  
**COMPANY**

Creative Solutions Since 1984  
14100 East Evans Avenue  
Aurora, Colorado 80014  
engineers@escosco.com  
P 303.337.1393  
F 303.337.1481  
T 719.273.5659

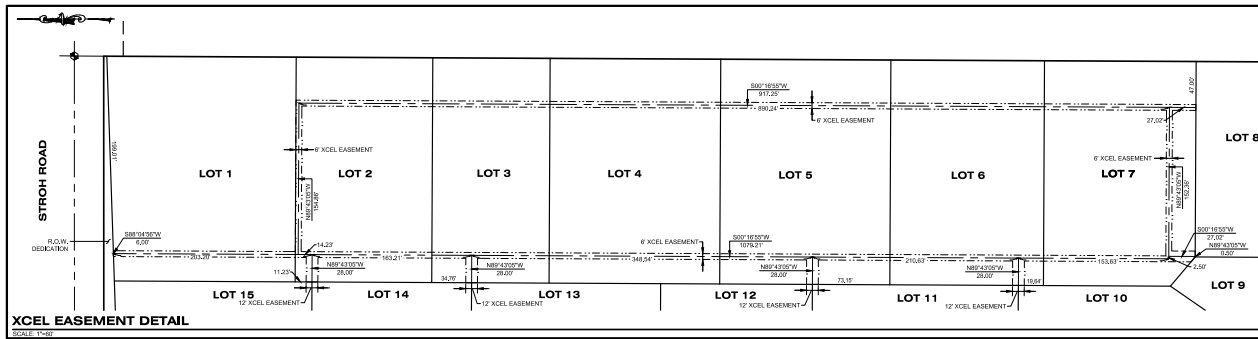
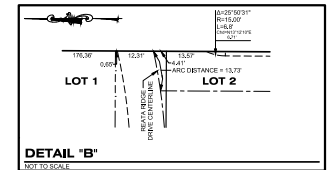
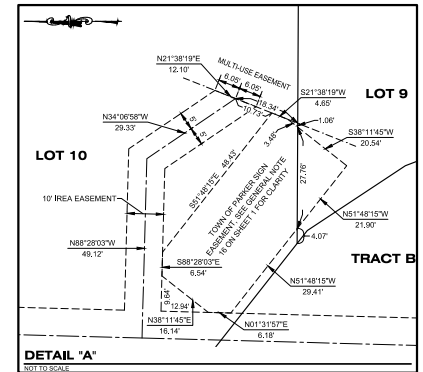
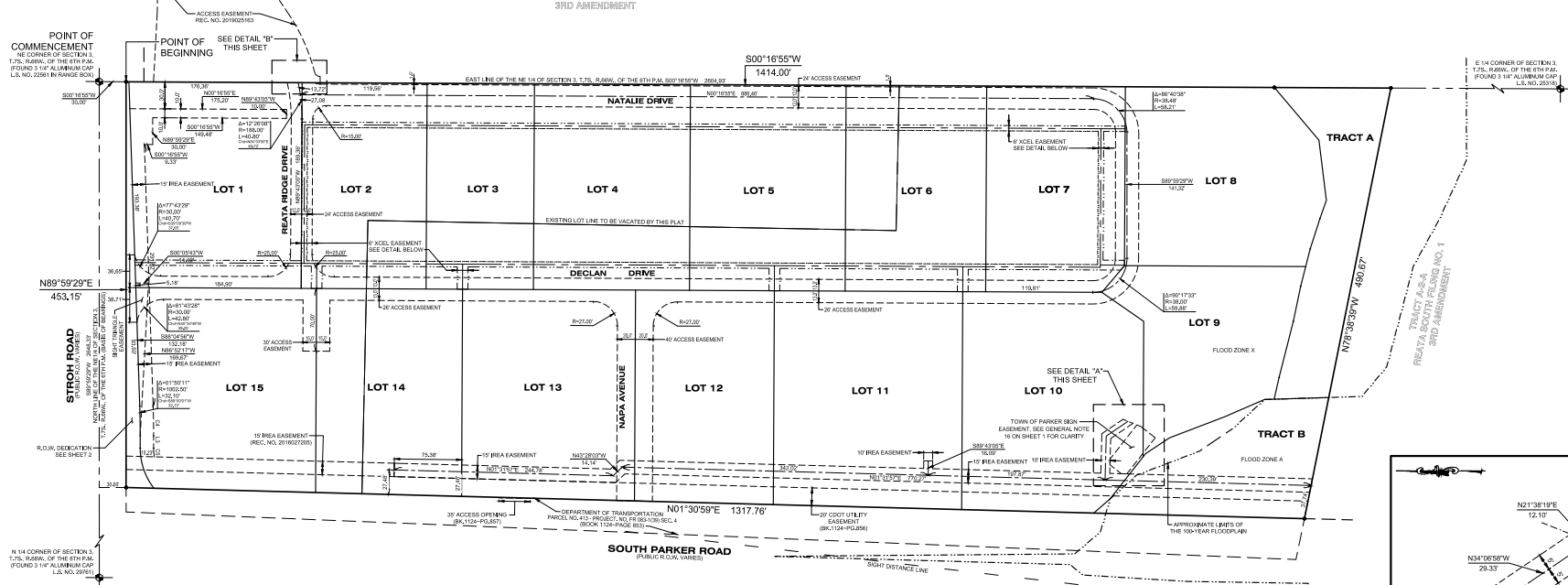
Project # 124-610  
Date 11/09/2017  
Drawn by daniel@escosco.com

# PARKER POINTE SUBDIVISION FILING NO. 1

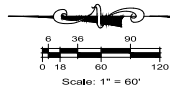
A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
15 LOTS  
14,6674 ACRES

## ADDITIONAL EASEMENT DEDICATIONS SHEET 3 OF 3

TRACT A-A  
REATA SOUTH FILING NO. 1  
3RD AMENDMENT



| LEGEND                     |                                                                               |
|----------------------------|-------------------------------------------------------------------------------|
| PLAT BOUNDARY LINE         | NEW EASEMENT LINE                                                             |
| ADJACENT LOT/PLAT LINES    | THE 100-YEAR FLOODPLAIN                                                       |
| SECTION LINE               | R.O.W., RIGHT-OF-WAY                                                          |
| NEW LOT LINE               | L.S. NO., LAND SURVEYOR NUMBER                                                |
| EXISTING EASEMENT LINE     | BOOK AND PAGE                                                                 |
| NEW GENERAL EASEMENT LINE  | SECTION CORNER                                                                |
| NEW DRAINAGE EASEMENT LINE | SET 3/4" X 3/4" REBAR & 2" ALUMINUM CAP L.S. NO. 33352 UNLESS OTHERWISE FOUND |



| CURVE DATA TABLE |             |
|------------------|-------------|
| COURSE           | BEARING     |
| 1                | S00°16'55"W |
| 2                | S00°16'55"W |
| 3                | S00°16'55"W |
| 4                | S00°16'55"W |
| 5                | S00°16'55"W |
| 6                | S00°16'55"W |
| 7                | S00°16'55"W |
| 8                | S00°16'55"W |
| 9                | S00°16'55"W |
| 10               | S00°16'55"W |
| 11               | S00°16'55"W |
| 12               | S00°16'55"W |
| 13               | S00°16'55"W |
| 14               | S00°16'55"W |
| 15               | S00°16'55"W |
| 16               | S00°16'55"W |
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| 18               | S00°16'55"W |
| 19               | S00°16'55"W |
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| 22               | S00°16'55"W |
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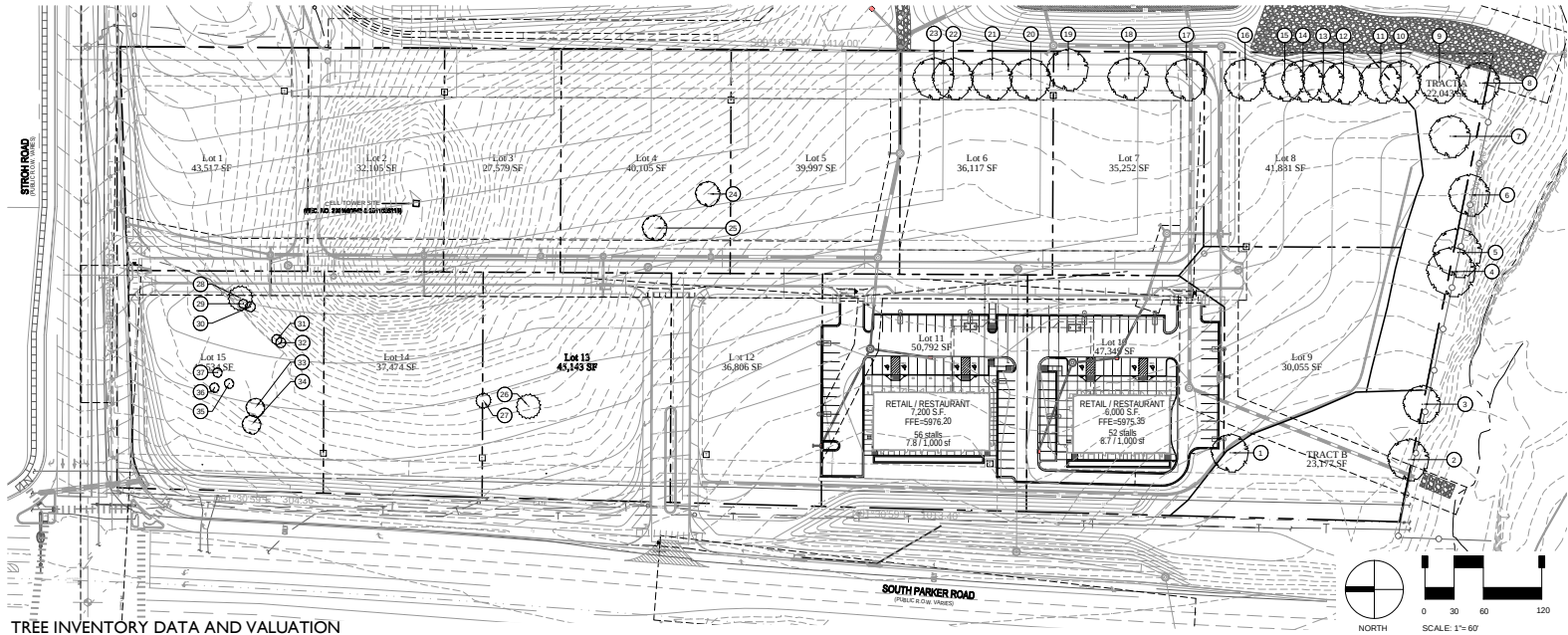
EASEMENT DIMENSION NOTES  
1. ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.  
2. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT DEDICATIONS AND LOT DIMENSIONS WITH LOT AREAS.  
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT, OR IF YOU HAVE ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.  
4. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFEATS ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY CORNER, OR CLASH TWO (2) MIDDLEMAN, PURSUANT TO STATE STATUTE 19-4-808 OF THE COLORADO REVISED STATUTES.

**ESC**  
ENGINEERING  
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### TREE INVENTORY DATA AND VALUATION

| TREE # | SPECIES                                                                         | CONDITION      | SIZE-DSH*  | MITIGATION | TFM VALUATION \$     | COMMENTS       |
|--------|---------------------------------------------------------------------------------|----------------|------------|------------|----------------------|----------------|
| 1      | Silver Maple/Acer platanoides                                                   | Good           | 38         | Remove     | \$4,660              | Prune          |
| 2      | Cottonwood/Populus sargentii                                                    | Good           | 73         | Preserve   | <del>\$611,900</del> |                |
| 3      | Cottonwood/Populus sargentii                                                    | Good           | 67         | Preserve   | <del>\$610,000</del> |                |
| 4      | Cottonwood/Populus sargentii                                                    | Fair           | 72         | Preserve   | <del>\$6,200</del>   |                |
| 5      | Cottonwood/Populus sargentii                                                    | Good           | 44         | Preserve   | <del>\$4,840</del>   |                |
| 6      | Cottonwood/Populus sargentii                                                    | Good           | 74         | Preserve   | <del>\$12,200</del>  | Low trunk fork |
| 7      | Cottonwood/Populus sargentii                                                    | Fair           | 61         | Preserve   | <del>\$6,790</del>   |                |
| 8      | Cottonwood/Populus sargentii                                                    | Very Good      | 118        | Preserve   | <del>\$97,400</del>  |                |
| 9      | Cottonwood/Populus sargentii                                                    | Good           | 68         | Preserve   | <del>\$69,360</del>  |                |
| 10     | Cottonwood/Populus sargentii                                                    | Fair           | 64         | Preserve   | <del>\$7,200</del>   |                |
| 11     | Cottonwood/Populus sargentii                                                    | Good           | 68         | Preserve   | <del>\$6,890</del>   |                |
| 12     | Cottonwood/Populus sargentii                                                    | Good           | 62         | Preserve   | <del>\$5,760</del>   |                |
| 13     | Cottonwood/Populus sargentii                                                    | Fair           | 51         | Preserve   | <del>\$3,040</del>   | Low trunk fork |
| 14     | Cottonwood/Populus sargentii                                                    | Good           | 64         | Preserve   | <del>\$6,000</del>   |                |
| 15     | Cottonwood/Populus sargentii                                                    | Good           | 54         | Preserve   | <del>\$6,400</del>   |                |
| 16     | Cottonwood/Populus sargentii                                                    | Good           | 98         | Remove     | \$14,300             |                |
| 17     | Cottonwood/Populus sargentii                                                    | Good           | 106        | Remove     | \$16,700             |                |
| 18     | Cottonwood/Populus sargentii                                                    | Good           | 112        | Remove     | \$18,700             |                |
| 19     | Cottonwood/Populus sargentii                                                    | Good           | 49         | Remove     | \$3,350              |                |
| 20     | Cottonwood/Populus sargentii                                                    | Good           | 108        | Remove     | \$17,400             |                |
| 21     | Cottonwood/Populus sargentii                                                    | Good           | 84         | Remove     | \$10,500             |                |
| 22     | Cottonwood/Populus sargentii                                                    | Good           | 72         | Remove     | \$7,700              | Low trunk fork |
| 23     | Cottonwood/Populus sargentii                                                    | Good           | 70         | Remove     | \$7,200              |                |
| 24     | American Elm/Ulmus Americana                                                    | Fair/Good      | 25         | Remove     | \$600                | Prune          |
| 25     | American Elm/Ulmus Americana                                                    | Good           | 22         | Remove     | \$400                | Prune          |
| 26     | Ponderosa Pine/Pinus ponderosa                                                  | Very Good      | 24         | Remove     | \$4,700              |                |
| 27     | Austrian Pine/Pinus nigra                                                       | Good           | 16         | Remove     | \$150                | Prune          |
| 28     | Blue Spruce/Picea pungens                                                       | Poor/Fair      | 17         | Remove     | \$150                | Weak/thin      |
| 29     | Mugho Pine/Pinus mugho                                                          | Poor/Fair      | 17 / 27    | Remove     | \$0                  | Mis-shapen     |
| 30     | Blue Spruce/Picea pungens                                                       | Very Good      | 25         | Remove     | \$870                |                |
| 31     | Ponderosa Pine/Pinus ponderosa                                                  | Very Good      | 19         | Remove     | \$330                |                |
| 32     | Ponderosa Pine/Pinus ponderosa                                                  | Very Good      | 29         | Remove     | \$880                |                |
| 33     | Norway Maple/Acer platanoides                                                   | Very Good      | 52         | Remove     | \$4,540              |                |
| 34     | Crabapple/Acer platanoides                                                      | Very Good      | 74         | Remove     | \$3,390              | Prune          |
| 35     | Gray Juniper/Juniperus sp., variety unknown                                     | Good/Very Good | 23         | Remove     | \$590                |                |
| 36     | Gray Juniper/Juniperus sp., variety unknown                                     | Fair           | 14         | Remove     | \$230                | Storm damage   |
| 37     | Gray Juniper/Juniperus sp., variety unknown                                     | Fair           | 10         | Remove     | \$60                 | Storm damage   |
| ---    | (35) New Ponderosa Pines, 25' - 30' H. on Colorado Golf Club Property as Credit | ---            | 12 Average | Transplant | - \$99,750           | ---            |

\*(DSH) - DIAMETER (OR CALIPER) MEASURED INCHES AT STANDARD HEIGHT, 4.5 FEET ABOVE THE SOIL GRADE.

**\$17,850 TOTAL TO BE PAID IN TREE MITIGATION**

### TREE INVENTORY NOTES

- VALUATION: WE USED THE WIDELY ACCEPTED FORMULA METHOD (TFM) TO CALCULATE THESE TREE VALUATIONS BASED ON THE GUIDE FOR PLANT APPRAISAL, 9TH EDITION AND ISA ROCKY MOUNTAIN, SPECIES RATING AND APPRAISAL FACTORS GUIDE.
- FOR THE JUNIPER VALUATION, WE APPLIED THE SPECIES RATING VALUES AND PRICING FOR WHITE FIR, ABIES CONCOLOR - SINCE THESE ARE BOTH NATIVE COLORADO TREES THAT HAVE SOMEWHAT SIMILAR GROWING REQUIREMENTS. TREE VALUATIONS WERE BASED ON BOTH BALLED AND BURLAPED (BMB) - SPECIAL ORDER OR SPADED PRICING.
- A SEPARATE FORM CONVEYING TFM VALUES AND COST HAS BEEN SUBMITTED TO THE TOWN.

### LEGEND

- EX EVERGREEN TREE
- EX DECIDUOUS TREE

### ADDITIONAL COLORADO GOLF CLUB TREE MITIGATION VALUATIONS NOTES

- THE TOWN OF PARKER HAS AGREED TO COUNT THE TREES PROVIDED BY PARKER POINTE OWNER WITHIN THE COLORADO GOLF CLUB PROPERTY AS CREDIT TO THE OVERALL TFM VALUATION FEE.
- THE FOLLOWING VALUATION COSTS WAS PROVIDED BY, IN ACCORDANCE WITH THE TOWN OF PARKER MUNICIPAL CODE, BOB HOWEY, ISA CERTIFIED ARBORIST AND ASCA CONSULTING ARBORIST, WORKING FOR/AS TREE ANALYSIS GROUP, LLC.
- THE FOLLOWING COST FOR TRANSPLANTED (35) PONDEROSA PINES, 25' - 30' HEIGHT SHALL BE BASED ON THE TRUNK FORMULA METHOD FOR AN AVERAGE 12" DIAMETER SIZE AT BREAST HEIGHT, VALUED AT \$2,850, PER TREE. TOTAL COST: \$99,750.

### TREE PRESERVATION NOTES

- THIS TREE PRESERVATION PLAN WAS DONE IN ACCORDANCE WITH THE TOWN OF PARKER MUNICIPAL CODE, BOB HOWEY, ISA CERTIFIED ARBORIST AND ASCA CONSULTING ARBORIST, WORKING FOR/AS TREE ANALYSIS GROUP, LLC (TAG) IS PROVIDING THIS TREE ASSESSMENT AND VALUATION FOR THE 37 TREES AS INDICATED ON THE PROVIDED SITE PLAN AND BASED ON THE INSPECTION ON 10/20/21. SOME OF THESE TREES ARE INTENDED TO REMAIN WITH THE PLANNED NEW DEVELOPMENT AND SOME ARE TO BE REMOVED FROM THE DEVELOPMENT SITE LOCATED AT THE SOUTHEAST CORNER OF STROH ROAD AND PARKER ROAD, PARKER, CO.
- ENFORCEMENT OF THE TREE PRESERVATION SHALL BE IN ACCORDANCE WITH THE TOWN'S MUNICIPAL CODE.
- THE REMOVAL OR DESTRUCTION OF EACH TREE AND SHRUB IN VIOLATION OF THE PREVISIONS OF THIS SECTION FOR EACH DAY THE VIOLATION HAS OCCURRED IN VIOLATION OF AN APPROVED TREE CONSERVATION PLAN BY THE TOWN SHALL BE CONSIDERED A SEPARATE OFFENSE.
- IN ADDITION TO THE REMEDIES DESCRIBED IN THIS SECTION, THE TOWN MAY REFUSE TO ISSUE ANY BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY UNTIL THE VIOLATION IS CURED.
- TREES AND SHRUBS DESIGNATED AS "PRESERVE" ON THE CONSERVATION PLAN SHALL BE PROTECTED FROM DAMAGE CAUSED BY CONSTRUCTION-RELATED ACTIVITIES IN ACCORDANCE WITH SPECIFICATIONS SET FORTH BY THE ISA OR THE TOW.
- SEE LANDSCAPE PLAN FOR LOCATION, SIZE, AND SPECIES OF PROPOSED PLANTING MATERIAL.

**Sterling Design Associates, Inc.**  
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS  
2009 W. Laramie Blvd. #300  
Littleton, CO 80120  
303.794.4727 JH

design by: JLV  
approved by: JLV  
project no.: 2015-015  
date: 10/20/21  
SHEET  
L100

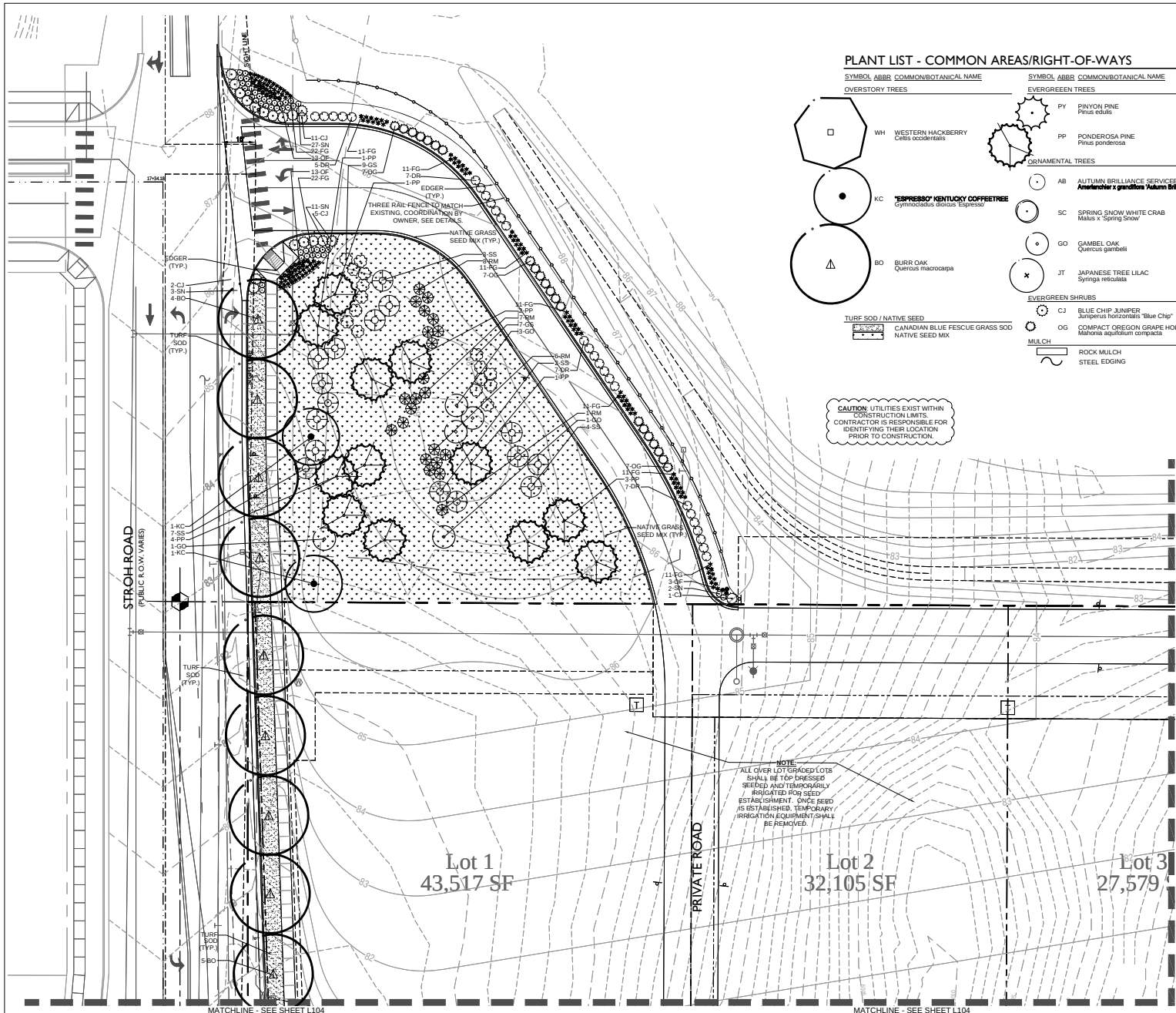
### TREE PRESERVATION PLAN

PARKER POINTE  
LOTS 1 THRU 14 AND TRACT A, PARKER POINTE PHASE NO. 1  
SOUTHEAST CORNER OF STROH ROAD AND PARKER ROAD  
PARKER, COLORADO

|                          |                          |
|--------------------------|--------------------------|
| 10/20/21 1ST SUBMITTAL   | 10/20/21 1ST SUBMITTAL   |
| 10/20/21 2ND SUBMITTAL   | 10/20/21 2ND SUBMITTAL   |
| 10/20/21 3RD SUBMITTAL   | 10/20/21 3RD SUBMITTAL   |
| 10/20/21 4TH SUBMITTAL   | 10/20/21 4TH SUBMITTAL   |
| 10/20/21 5TH SUBMITTAL   | 10/20/21 5TH SUBMITTAL   |
| 10/20/21 6TH SUBMITTAL   | 10/20/21 6TH SUBMITTAL   |
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| 10/20/21 99TH SUBMITTAL  | 10/20/21 99TH SUBMITTAL  |
| 10/20/21 100TH SUBMITTAL | 10/20/21 100TH SUBMITTAL |

PREPARED UNDER THE DIRECT SUPERVISION OF  
JERRY W. DAVENPORT, P.E.  
COLORADO REG # 30208  
FOR AND ON BEHALF OF  
PERCEPTION DESIGN GROUP, INC.

Perception  
Design Group, Inc.  
Consulting Civil Engineers  
1601 South Platte Street, Suite 315  
Denver, CO 80202  
303.232.6888



### PLANT LIST - COMMON AREAS/RIGHT-OF-WAYS

| SYMBOL                 | ABBR | COMMON/BOTANICAL NAME                                                   | SYMBOL           | ABBR | COMMON/BOTANICAL NAME                                            | SYMBOL           | ABBR | COMMON/BOTANICAL NAME                                           |
|------------------------|------|-------------------------------------------------------------------------|------------------|------|------------------------------------------------------------------|------------------|------|-----------------------------------------------------------------|
| DIVERSTORY TREES       |      |                                                                         | EVERGREEN TREES  |      |                                                                  | ORNAMENTAL TREES |      |                                                                 |
| WH                     |      | WESTERN HACKBERRY<br><i>Celtis occidentalis</i>                         | PY               |      | PINYON PINE<br><i>Pinus edulis</i>                               | AB               |      | AUTUMN BRILLIANCE SERVICEBERRY<br><i>Amelanchier canadensis</i> |
| KC                     |      | 'ESPRESSO' KENTUCKY COFFEE TREE<br><i>Gymnocladus dioica</i> 'Espresso' | PP               |      | PONDEROSA PINE<br><i>Pinus ponderosa</i>                         | SC               |      | SPRING SNOW WHITE CRAB<br><i>Makus x 'Spring Snow'</i>          |
| BO                     |      | BURR OAK<br><i>Quercus macrocarpa</i>                                   | GO               |      | GAMBEL OAK<br><i>Quercus gambeli</i>                             | JT               |      | JAPANESE TREE LILAC<br><i>Syringa reticulata</i>                |
| Turf Sod / Native Seed |      |                                                                         | Evergreen Shrubs |      |                                                                  | Deciduous Shrubs |      |                                                                 |
| CS                     |      | CANADIAN BLUE FESCUE GRASS SOD                                          | CJ               |      | BLUE CHIP JUNIPER<br><i>Juniperus horizontalis</i> 'Blue Chip'   | SS               |      | SHADBLOW SERVICEBERRY<br><i>Amelanchier canadensis</i>          |
| NS                     |      | NATIVE SEED MIX                                                         | OG               |      | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium</i> compacta | BM               |      | BLUE MIST SPIREA<br><i>Caryophyllus x canadensis</i>            |
|                        |      |                                                                         | Mulch            |      |                                                                  | DR               |      | DWARF RABBITBUSH<br><i>Chrysothamnus nauseosus</i> 'Dwarf Blue' |
|                        |      |                                                                         |                  |      |                                                                  | GS               |      | GRO-LOW SUMAC<br><i>Rhus glabra</i> 'Gro-low'                   |
|                        |      |                                                                         |                  |      |                                                                  | RM               |      | ROCKY MOUNTAIN SUMAC<br><i>Rhus glabra</i> 'Cismontana'         |

CAUTION: UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.

NOTE: ALL OVER LOT GRADED LOTS SHALL BE TOP DRESSED, SEEDED AND TEMPORARILY IRRIGATED FOR SEED ESTABLISHMENT. ONCE SEED IS ESTABLISHED, TEMPORARY IRRIGATION EQUIPMENT SHALL BE REMOVED.

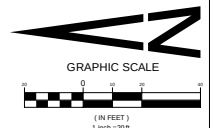
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2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



Know what's Below.  
Call before you dig.



**Sterling Design Associates, Inc.**  
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS  
2009 W. Laramie Blvd. #200  
Littleton, CO 80120  
303.794.4727  
www.SterlingDesignAssociates.com

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.D., P.E., A COLORADO REGISTRATION LA-304 FOR & ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC

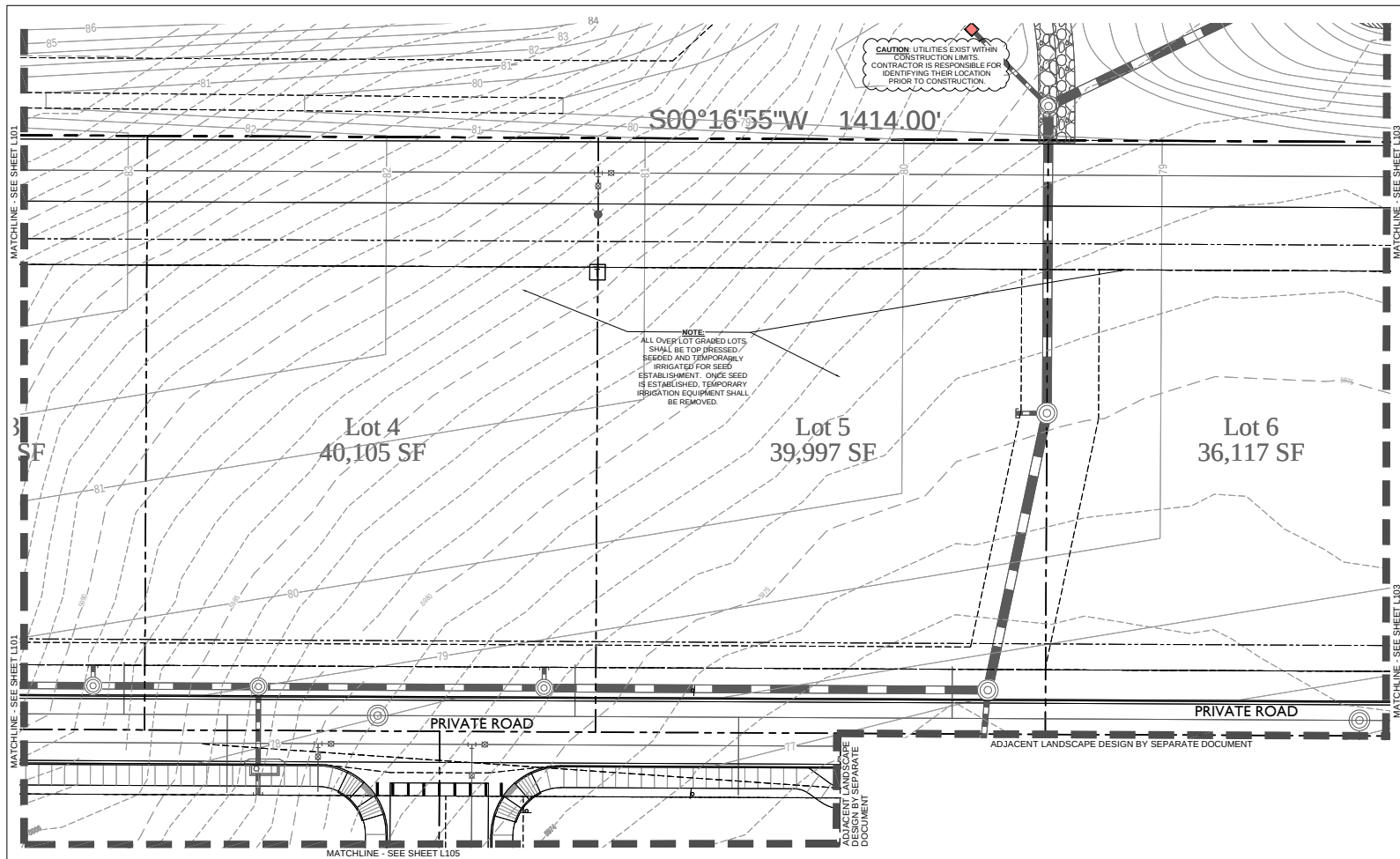
**Perception Design Group, Inc.**  
Consulting Civil Engineers  
1001 South Platte Street, Suite 315  
Denver, CO 80202  
303.232.6888

| DATE     | DESCRIPTION   | REVISIONS |
|----------|---------------|-----------|
| 10/20/17 | 1ST SUBMITTAL |           |
| 10/20/17 | 2ND SUBMITTAL |           |
| 10/20/17 | 3RD SUBMITTAL |           |
| 10/20/17 | 4TH SUBMITTAL |           |
| 10/20/17 | 5TH SUBMITTAL |           |

**LANDSCAPE PLAN - COMMON AREAS / R.O.W.**

PARKER PORTE  
LOTS 1 THRU 14 AND TRACT A, PARKER PORTE PLUMBING NO. 1  
SOUTHEAST CORNER OF PARKER PORTE PLUMBING NO. 1  
PARKER, COLORADO

design by: JLV  
approved by: JLV  
project no.: 2015-015  
date: 10/20/17  
SHEET  
L101



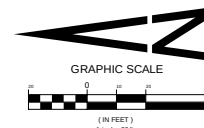
# PLANT LIST - COMMON AREAS/RIGHT-OF-WAYS

| SYMBOL                 | ABBR              | COMMON/BOTANICAL NAME                                        | SYMBOL                        | ABBR                           | COMMON/BOTANICAL NAME                     |
|------------------------|-------------------|--------------------------------------------------------------|-------------------------------|--------------------------------|-------------------------------------------|
| <b>OVERSTORY TREES</b> |                   |                                                              | <b>EVERGREEN TREES</b>        |                                |                                           |
| KC                     | ESPRESSO          | KENTUCKY COPPETREE<br><i>Cornicodorus diorica 'Espresso'</i> | PY                            | PINYON PINE                    | <i>Pinus edulis</i>                       |
| BO                     | BURR OAK          | <i>Quercus macrocarpa</i>                                    | PP                            | PONDEROSA PINE                 | <i>Pinus ponderosa</i>                    |
| WH                     | WESTERN HACKBERRY | <i>Celastrus occidentalis</i>                                | <b>EVERGREEN SHRUBS</b>       |                                |                                           |
|                        |                   |                                                              | CJ                            | BLUE CHIP JUNIPER              | <i>Juniperus horizontalis 'Blue Chip'</i> |
|                        |                   |                                                              | OG                            | COMPACT OREGON GRAPEHOLLY      | <i>Mahonia aquifolium compacta</i>        |
|                        |                   |                                                              | <b>MULCH</b>                  |                                |                                           |
|                        |                   |                                                              | RM                            | ROCK MULCH                     |                                           |
|                        |                   |                                                              | SE                            | STEEL EDGING                   |                                           |
|                        |                   |                                                              | <b>TURF SOD / NATIVE SEED</b> |                                |                                           |
|                        |                   |                                                              | CS                            | CANADIAN BLUE FESCUE GRASS SOD |                                           |
|                        |                   |                                                              | NS                            | NATIVE SEED MIX                |                                           |

| SYMBOL                           | ABBR                 | COMMON/BOTANICAL NAME                    |
|----------------------------------|----------------------|------------------------------------------|
| <b>PERENNIALS / GROUND COVER</b> |                      |                                          |
| YV                               | PINK YARROW          | <i>Aquilegia chrysantha 'Paprika'</i>    |
| SN                               | SNOW-IN-SUMMER       | <i>Cerastium tomentosum</i>              |
| MC                               | MOONBEAN COREOPSIS   | <i>Cornopsis verticillata 'Moonbeam'</i> |
| CT                               | WALKER'S LOW CATMINT | <i>Nepeta faassenii 'Walker's Low'</i>   |
| AJ                               | AUTUMN JOY SEDUM     | <i>Sedum spectabile 'Autumn Joy'</i>     |

| SYMBOL                    | ABBR                    | COMMON/BOTANICAL NAME                              |
|---------------------------|-------------------------|----------------------------------------------------|
| <b>ORNAMENTAL GRASSES</b> |                         |                                                    |
| FG                        | FEATHER REED GRASS      | <i>Calamagrostis canadensis 'Var. Pinnatifida'</i> |
| RW                        | RED SWITCH GRASS        | <i>Panicum virgatum 'Shirahodai'</i>               |
| OF                        | ORIENTAL FOUNTAIN GRASS | <i>Pennisetum orientale 'Katie Rose'</i>           |
| <b>DECIDUOUS SHRUBS</b>   |                         |                                                    |
| SS                        | SHADBLOW SERVICEBERRY   | <i>Amelanchier Canadensis</i>                      |
| BM                        | BLUE MIST SPREA         | <i>Caryopteris x clandonensis</i>                  |
| DR                        | DWARF DABBERUSH         | <i>Ostrya virginica 'Dwarf Blue'</i>               |
| GS                        | GRO-LOW SUMAC           | <i>Rhus aromatica 'Gro-low'</i>                    |
| RM                        | ROCKY MOUNTAIN SUMAC    | <i>Rhus glabra 'Cismontana'</i>                    |

| SYMBOL                  | ABBR                           | COMMON/BOTANICAL NAME                            |
|-------------------------|--------------------------------|--------------------------------------------------|
| <b>ORNAMENTAL TREES</b> |                                |                                                  |
| AB                      | AUTUMN BRILLIANCE SERVICEBERRY | <i>Amelanchier x grandis 'Autumn Brilliance'</i> |
| SC                      | SPRING SNOW WHITE CRAB         | <i>Malus x 'Spring Snow'</i>                     |
| GO                      | GAMBEL OAK                     | <i>Quercus gambelii</i>                          |
| JT                      | JAPANESE TREE LILAC            | <i>Syringa reticulata</i>                        |



**Sterling Design Associates, Inc.**  
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS  
2009 W. Laramie Blvd. #300  
Littleton, CO 80120  
303.794.4727  
www.SterlingDesignAssociates.com

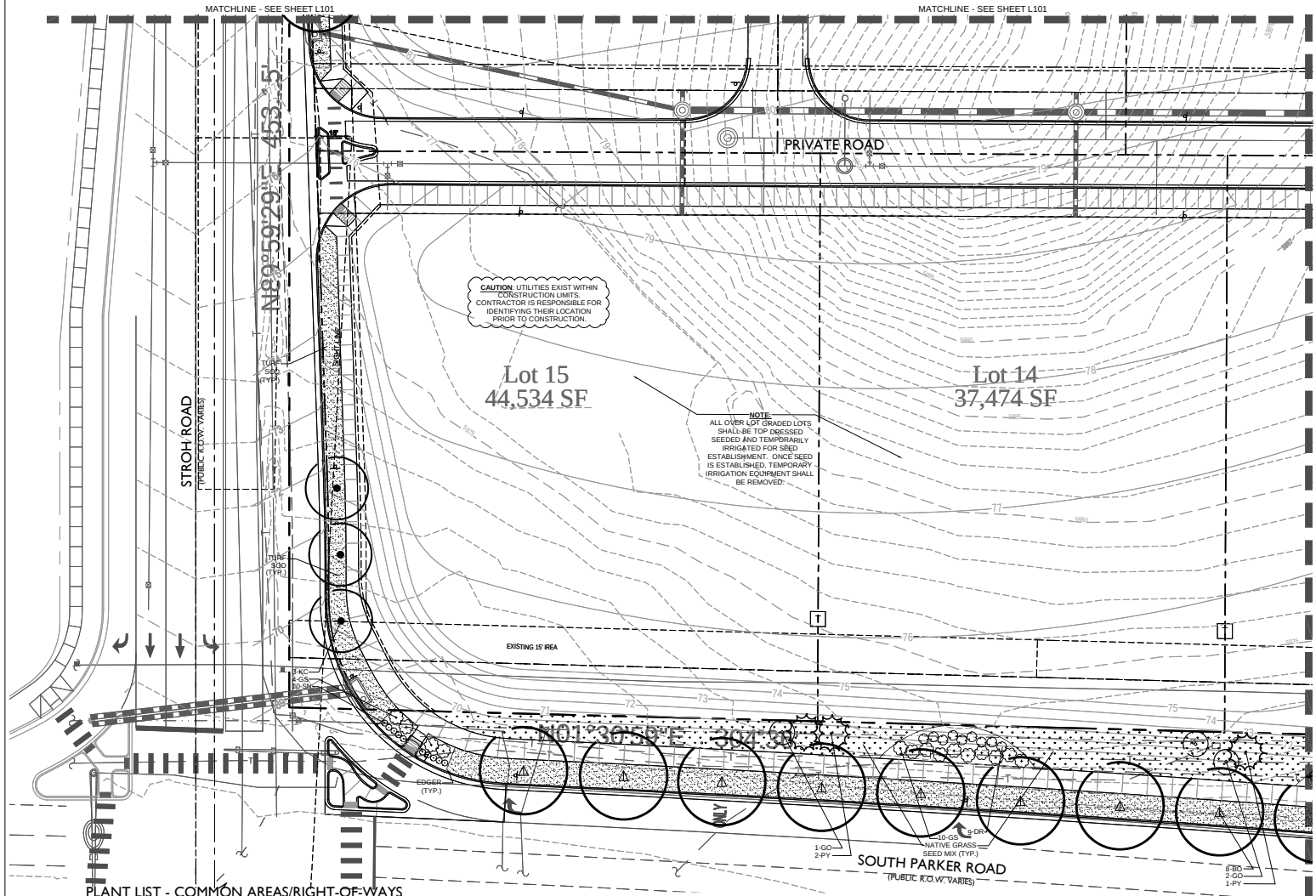
PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.D., P.E., A COLORADO REGISTRATION (LA-304 FOR A) ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC

**Perception Design Group, Inc.**  
Consulting Civil Engineers  
1601 South Peoria Street, Suite 315  
Aurora, CO 80013  
303.232.6888

|                                                                                                                                                          |                               |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------|
| PERFORMED UNDER THE DIRECT<br>SUPERVISION OF<br>JERRY W. DAVIDSON, P.E.<br>COLORADO REG # 30208<br>FOR AND ON BEHALF OF<br>PERCEPTION DESIGN GROUP, INC. |                               |           |
| 10/26/08                                                                                                                                                 | 5TH SUBMITTAL                 | REVISIONS |
| 09/27/08                                                                                                                                                 | 4TH SUBMITTAL                 |           |
| 08/30/08                                                                                                                                                 | 3RD SUBMITTAL                 |           |
| 06/18/08                                                                                                                                                 | TREE PRESERVATION PLAN REVIEW |           |
| 04/27/08                                                                                                                                                 | 2ND SUBMITTAL                 |           |
| 02/28/08                                                                                                                                                 | 2ND SUBMITTAL                 |           |
| 1/20/07                                                                                                                                                  | INITIAL SUBMITTAL             |           |
| 1/20/07                                                                                                                                                  | DESCRIPTION                   |           |
| Δ                                                                                                                                                        |                               |           |







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**Perception Design Group, Inc.**  
Consulting Civil Engineers  
1001 South Parker Street, Suite 315  
Parker, Colorado 80138  
303.232.6868

| NO. | DATE     | DESCRIPTION   | REVISIONS |
|-----|----------|---------------|-----------|
| 1   | 10/20/17 | 1ST SUBMITTAL |           |
| 2   | 03/02/18 | 2ND SUBMITTAL |           |
| 3   | 03/02/18 | 3RD SUBMITTAL |           |
| 4   | 04/27/18 | 4TH SUBMITTAL |           |
| 5   | 05/02/18 | 5TH SUBMITTAL |           |

**LANDSCAPE PLAN - COMMON AREAS / R.O.W.**

PARKER POINTE  
1401 S. PARKER POINTE BLVD. NO. 1  
SOUTHEAST CORNER OF PARKER AND STROH ROAD  
PARKER, COLORADO

| SYMBOL                           | ABBR | COMMON/BOTANICAL NAME                                            | SYMBOL                           | ABBR | COMMON/BOTANICAL NAME                                            |
|----------------------------------|------|------------------------------------------------------------------|----------------------------------|------|------------------------------------------------------------------|
| <b>PERENNIALS / GROUND COVER</b> |      |                                                                  | <b>PERENNIALS / GROUND COVER</b> |      |                                                                  |
| ○                                | YW   | PINK YARROW<br><i>Aquilegia chrysantha 'Paprika'</i>             | ○                                | SN   | SNOW-IN-SUMMER<br><i>Cerastium tomentosum</i>                    |
| ○                                | MC   | MOONBEAN COREOPSIS<br><i>Coreopsis verticillata 'Moonbeam'</i>   | ●                                | CT   | WALKER'S LOW CATMINT<br><i>Nepeta fassenii 'Walker's Low'</i>    |
| ●                                | AJ   | AUTUMN JOY SEDUM<br><i>Sedum spectabile 'Autumn Joy'</i>         |                                  |      |                                                                  |
| <b>EVERGREEN TREES</b>           |      |                                                                  | <b>EVERGREEN TREES</b>           |      |                                                                  |
| ○                                | PY   | PRINCE OF PEACE<br><i>Pinus edulis</i>                           | ○                                | PP   | PONDEROSA PINE<br><i>Pinus ponderosa</i>                         |
| <b>EVERGREEN SHRUBS</b>          |      |                                                                  | <b>EVERGREEN SHRUBS</b>          |      |                                                                  |
| ○                                | CJ   | BLUE CHIP JUNIPER<br><i>Juniperus horizontalis 'Blue Chip'</i>   | ○                                | OG   | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i> |
| ○                                | OG   | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i> | ○                                | OG   | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i> |
| ○                                | OG   | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i> | ○                                | OG   | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i> |

| SYMBOL                    | ABBR | COMMON/BOTANICAL NAME                                                 | SYMBOL                    | ABBR | COMMON/BOTANICAL NAME                                                |
|---------------------------|------|-----------------------------------------------------------------------|---------------------------|------|----------------------------------------------------------------------|
| <b>ORNAMENTAL GRASSES</b> |      |                                                                       | <b>ORNAMENTAL GRASSES</b> |      |                                                                      |
| ○                         | FG   | FEATHER REED GRASS<br><i>Calamagrostis canadensis 'Karl Foerster'</i> | ○                         | RW   | RED SWITCH GRASS<br><i>Panicum virgatum 'Shenadoah'</i>              |
| ○                         | OF   | ORIENTAL FOUNTAIN GRASS<br><i>Pennisetum orientale 'Karley Rose'</i>  | ○                         | OF   | ORIENTAL FOUNTAIN GRASS<br><i>Pennisetum orientale 'Karley Rose'</i> |
| <b>DECIDUOUS SHRUBS</b>   |      |                                                                       | <b>DECIDUOUS SHRUBS</b>   |      |                                                                      |
| ○                         | SS   | SHAD-BLOW SERVICEBERRY<br><i>Amelanchier canadensis</i>               | ○                         | BM   | BLUE MIST SPIRGEA<br><i>Caryophyllus x clandonensis</i>              |
| ○                         | GS   | GRO-LOW SUMAC<br><i>Rhus aromatica 'Gro-low'</i>                      | ○                         | GS   | GRO-LOW SUMAC<br><i>Rhus aromatica 'Gro-low'</i>                     |
| ○                         | RM   | ROCKY MOUNTAIN SUMAC<br><i>Rhus glabra 'Coccinea'</i>                 | ○                         | RM   | ROCKY MOUNTAIN SUMAC<br><i>Rhus glabra 'Coccinea'</i>                |

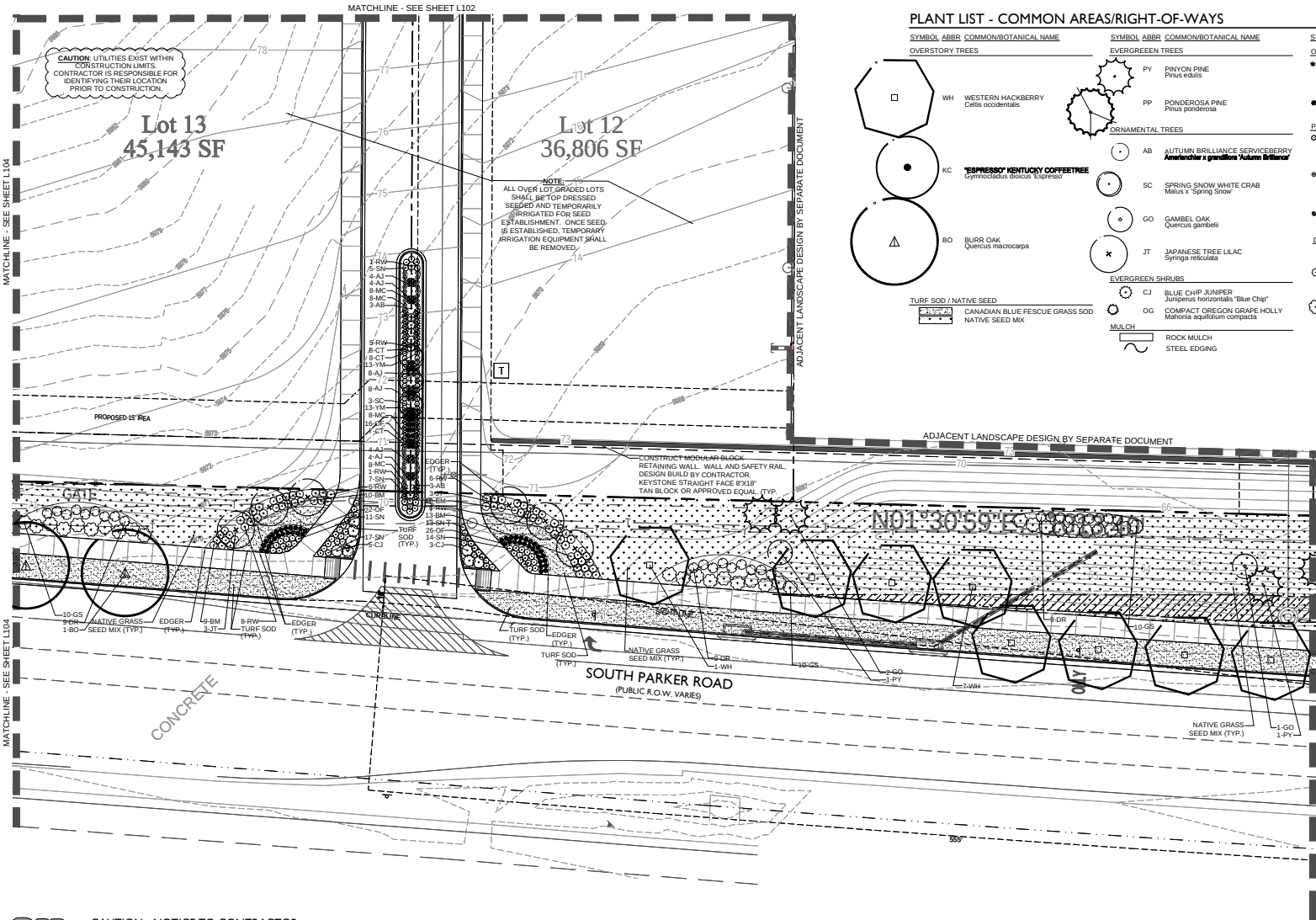
| SYMBOL                  | ABBR | COMMON/BOTANICAL NAME                                                                  | SYMBOL                  | ABBR | COMMON/BOTANICAL NAME                                  |
|-------------------------|------|----------------------------------------------------------------------------------------|-------------------------|------|--------------------------------------------------------|
| <b>ORNAMENTAL TREES</b> |      |                                                                                        | <b>ORNAMENTAL TREES</b> |      |                                                        |
| ○                       | AB   | AUTUMN BRILLIANCE SERVICEBERRY<br><i>Amelanchier x grandiflora 'Autumn Brilliance'</i> | ○                       | SC   | SPRING SNOW WHITE CRAB<br><i>Malus x 'Spring Snow'</i> |
| ○                       | GO   | GAMBEL OAK<br><i>Quercus gambelii</i>                                                  | ○                       | GO   | GAMBEL OAK<br><i>Quercus gambelii</i>                  |
| ○                       | JT   | JAPANESE TREE LILAC<br><i>Syringa reticulata</i>                                       | ○                       | JT   | JAPANESE TREE LILAC<br><i>Syringa reticulata</i>       |

**STERLING**

**STERLING Design Associates, Inc.**  
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS  
2009 W. Laramie Blvd. #300  
Laramie, CO 82030  
303.744.4729  
www.SterlingDesignAssociates.com

design by: JMW  
approved by: JMW  
project no.: 2015-015  
date: 10/20/17  
SHEET  
L104

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.E.D., P.E., A PROFESSIONAL ENGINEER IN THE STATE OF COLORADO, AND ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC.



# PLANT LIST - COMMON AREAS/RIGHT-OF-WAYS

| SYMBOL          | ABBR | COMMON/BOTANICAL NAME                                                    | SYMBOL           | ABBR | COMMON/BOTANICAL NAME                                                                  | SYMBOL                    | ABBR | COMMON/BOTANICAL NAME                                                |
|-----------------|------|--------------------------------------------------------------------------|------------------|------|----------------------------------------------------------------------------------------|---------------------------|------|----------------------------------------------------------------------|
| OVERSTORY TREES |      |                                                                          | EVERGREEN TREES  |      |                                                                                        | ORNAMENTAL GRASSES        |      |                                                                      |
| WH              |      | WESTERN HACKBERRY<br><i>Celtis occidentalis</i>                          | PY               |      | PINYON PINE<br><i>Pinus edulis</i>                                                     | FG                        |      | FEATHER REED GRASS<br><i>Calamagrostis canadensis</i> 'Vast Forest'  |
| KC              |      | 'ESPRESSO' KENTUCKY COFFEE TREE<br><i>Erythronium albidum</i> 'Espresso' | PP               |      | PONDEROSA PINE<br><i>Pinus ponderosa</i>                                               | RW                        |      | RED SWITCH GRASS<br><i>Panicum virgatum</i> 'Shadescape'             |
| BO              |      | BURR OAK<br><i>Quercus macrocarpa</i>                                    | ORNAMENTAL TREES |      |                                                                                        | OF                        |      | ORIENTAL FOUNTAIN GRASS<br><i>Pennisetum orientale</i> 'Karely Rose' |
|                 |      |                                                                          | AB               |      | AUTUMN BRILLIANCE SERVICEBERRY<br><i>Amelanchier x grandiflora</i> 'Autumn Brilliance' | PERENNIALS / GROUND COVER |      |                                                                      |
|                 |      |                                                                          | SC               |      | SPRING SNOW WHITE CRAB<br><i>Malus x Spring Snow</i>                                   | YW                        |      | PINK YARROW<br><i>Aquilegia chrysantha</i> 'Paprika'                 |
|                 |      |                                                                          | GO               |      | GAMBEL OAK<br><i>Quercus gambelii</i>                                                  | SN                        |      | SNOW-IN-SUMMER<br><i>Celestium tomentosum</i>                        |
|                 |      |                                                                          | JT               |      | JAPANESE TREE LILAC<br><i>Syringa reticulata</i>                                       | MC                        |      | MOONBEAN COREOPSIS<br><i>Coreopsis verticillata</i> 'Moonbeam'       |
|                 |      |                                                                          | EVERGREEN SHRUBS |      |                                                                                        | CT                        |      | WALKER'S LOW CATMINT<br><i>Nepeta faassenii</i> 'Walker's Low'       |
|                 |      |                                                                          | CJ               |      | BLUE CHIP JUNIPER<br><i>Juniperus horizontalis</i> 'Blue Chip'                         | AJ                        |      | AUTUMN JOY SEDUM<br><i>Sedum spectabile</i> 'Autumn Joy'             |
|                 |      |                                                                          | OG               |      | COMPACT OREGON GRAPE HOLLY<br><i>Mahonia aquifolium compacta</i>                       | DECIDUOUS SHRUBS          |      |                                                                      |
|                 |      |                                                                          | MULCH            |      |                                                                                        | SS                        |      | SHADBLOW SERVICEBERRY<br><i>Amelanchier canadensis</i>               |
|                 |      |                                                                          | ROCK MULCH       |      |                                                                                        | BM                        |      | BLUE MIST SPIREA<br><i>Caryophyllus x clandestinus</i>               |
|                 |      |                                                                          | STEEL EDGING     |      |                                                                                        | DR                        |      | DRYAD'S RABBITBUSH<br><i>Chrysothamnus nauseosus</i> 'Dwarf Blue'    |
|                 |      |                                                                          |                  |      |                                                                                        | GS                        |      | GRO-LOW SUMAC<br><i>Rhus glabra</i> 'Glow'                           |
|                 |      |                                                                          |                  |      |                                                                                        | RM                        |      | ROCKY MOUNTAIN SUMAC<br><i>Rhus glabra</i> 'Carmontana'              |

TURF SOD / NATIVE SEED  
CANADIAN BLUE RESCUE GRASS SOD  
NATIVE SEED MIX

ADJACENT LANDSCAPE DESIGN BY SEPARATE DOCUMENT

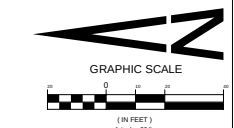
N01°30'59"E 88°18'30"

SOUTH PARKER ROAD  
(PUBLIC R.O.W. VARIES)

NATIVE GRASS  
SEED MIX (TYP.)

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**Sterling Design Associates, Inc.**  
Civil Engineers - Landscape Architects  
2009 W. Laramie Blvd. #300  
Littleton, CO 80120  
303.794.4727  
www.SterlingDesignAssociates.com

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.E.D., P.E., COLORADO REGISTRATION LA 304 FOR & ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC

LANDSCAPE PLAN - COMMON AREAS / R.O.W.

PARKER POINTE  
LOTS 1 THRU 14 AND TRACT A, PARKER POINTE PLUNGING NO. 1  
SOUTHEAST CORNER OF SECTION 36, T14N, R10E, S40E  
PARKER, COLORADO

design by: JLV  
approved by: JLV  
project no.: 2015-015  
date: 10/20/17  
SHEET  
L105

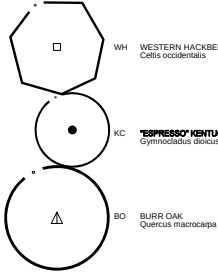
| NO.      | DATE     | DESCRIPTION            | REVISIONS |
|----------|----------|------------------------|-----------|
| 10/20/17 | 10/20/17 | 10/20/17 1ST SUBMITTAL |           |
| 10/20/17 | 10/20/17 | 10/20/17 2ND SUBMITTAL |           |
| 10/20/17 | 10/20/17 | 10/20/17 3RD SUBMITTAL |           |
| 10/20/17 | 10/20/17 | 10/20/17 4TH SUBMITTAL |           |
| 10/20/17 | 10/20/17 | 10/20/17 5TH SUBMITTAL |           |

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.E.D., P.E., COLORADO REGISTRATION LA 304 FOR & ON BEHALF OF PERCEPTION DESIGN GROUP, INC.

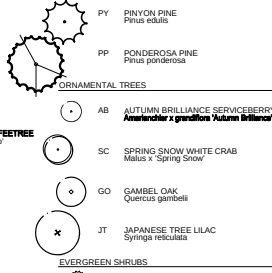
**Perception Design Group, Inc.**  
Consulting Civil Engineers  
1001 South Parker Road, Suite 315  
Parker, CO 80134  
303.232.6808

# PLANT LIST - COMMON AREAS/RIGHT-OF-WAYS

SYMBOL ABBR COMMON/BOTANICAL NAME  
OVERSTORY TREES



SYMBOL ABBR COMMON/BOTANICAL NAME  
EVERGREEN TREES



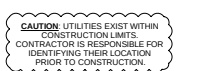
SYMBOL ABBR COMMON/BOTANICAL NAME  
ORNAMENTAL GRASSES



PERENNIALS / GROUND COVER



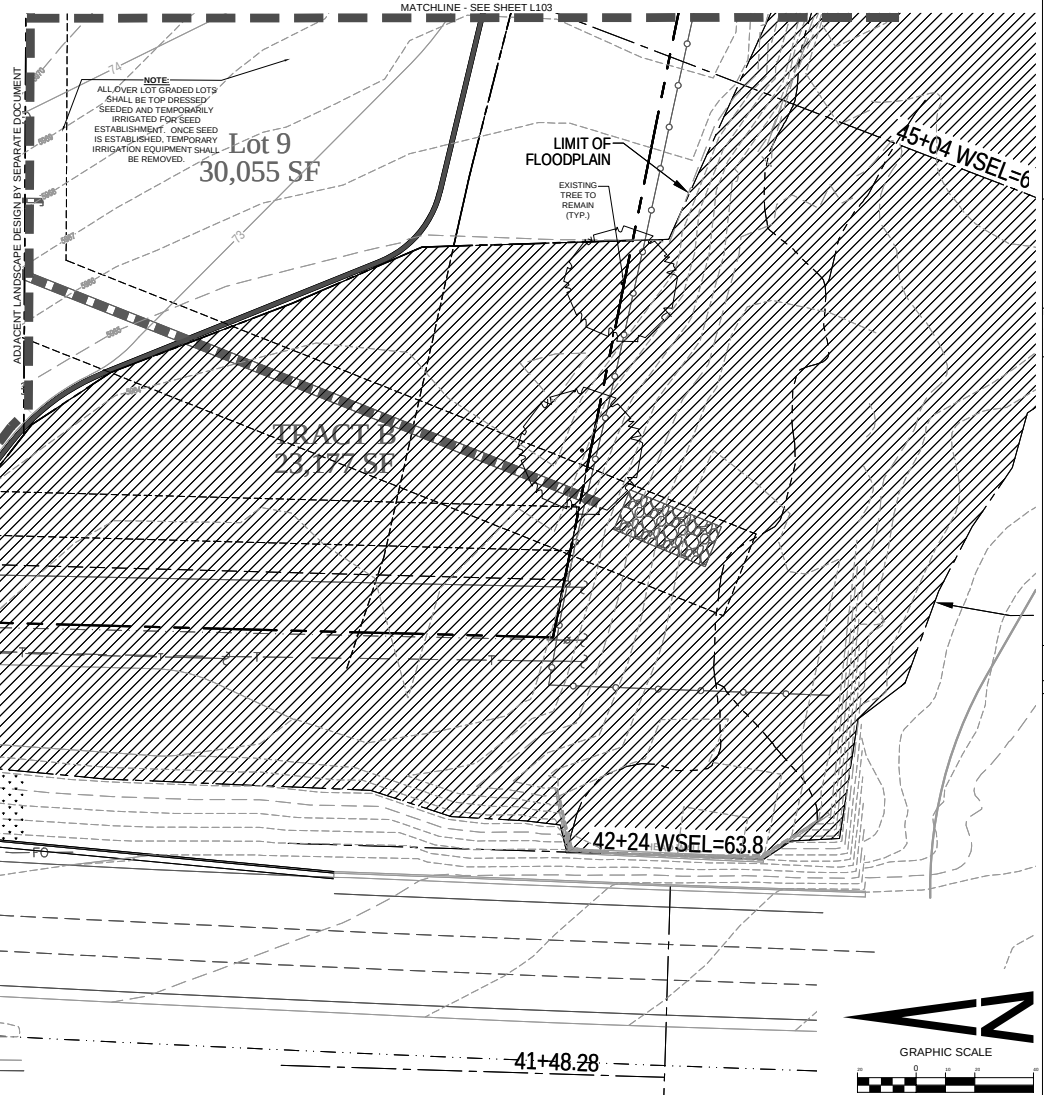
DECIDUOUS SHRUBS



TURF SOD / NATIVE SEED  
CANADIAN BLUE FESCUE GRASS SOD  
NATIVE SEED MIX

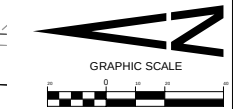
EVERGREEN SHRUBS  
CJ BLUE CHIP JUNIPER  
OG COMPACT OREGON GRAPE HOLLY  
MLCH ROCK MULCH  
STEEL EDGING

CAUTION UTILITIES EXIST WITHIN CONSTRUCTION LIMITS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING THEIR LOCATION PRIOR TO CONSTRUCTION.



## CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.



STERLING DESIGN ASSOCIATES, INC.  
CIVIL ENGINEERS - LANDSCAPE ARCHITECTS  
2009 W. Laramie Blvd. #300  
Littleton, CO 80120  
303.794.4721  
www.SterlingDesignAssociates.com

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.E.D., P.E., A COLORADO REGISTERED LANDSCAPE ARCHITECT, ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC.

Perception  
Design Group, Inc.  
Consulting Civil Engineers  
1601 South Pennsylvania Avenue, Suite 305  
Denver, CO 80202  
303.232.6808

PREPARED UNDER THE DIRECT SUPERVISION OF JOSEPH L. WILSON, C.E.D., P.E., A COLORADO REGISTERED LANDSCAPE ARCHITECT, ON BEHALF OF STERLING DESIGN ASSOCIATES, LLC.

| NO. | DATE     | DESCRIPTION    |
|-----|----------|----------------|
| 1   | 10/20/17 | 10% SUBMITTAL  |
| 2   | 10/20/17 | 30% SUBMITTAL  |
| 3   | 10/20/17 | 50% SUBMITTAL  |
| 4   | 10/20/17 | 60% SUBMITTAL  |
| 5   | 10/20/17 | 70% SUBMITTAL  |
| 6   | 10/20/17 | 80% SUBMITTAL  |
| 7   | 10/20/17 | 90% SUBMITTAL  |
| 8   | 10/20/17 | 100% SUBMITTAL |

LANDSCAPE PLAN - COMMON AREAS / R.O.W.

PARKER POINTE  
LOTS 1 THRU 14 AND TRACT A, PARKER POINTE PLANNED NO. 1  
SOUTHEAST COLORADO AND STATION ROAD  
PARKER, COLORADO

design by: JLM  
approved by: JLM  
project no.: 2015-015

date: 10/20/17

SHEET  
L106







**3. COORDINATION**

- THIS LANDSCAPE ARCHITECTURAL SITE PLAN IS TO BE USED IN CONJUNCTION WITH THE CIVIL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, STRUCTURAL, AND IRRIGATION PLANS, STANDARDS, AND SPECIFICATIONS, TO FORM COMPLETE INFORMATION REGARDING THIS SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY AND UP-TO-DATE ISSUE PLAN SETS.
- THE DESIGN AND CONSTRUCTION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
- MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIALS AND LOCATIONS MAY BE PROPOSED FOR THE SECOND OR THIRD CONSTRUCTION STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES.

**4. COMPLIANCE**

- ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, INCLUDING ANY STANDARDS, AND SPECIFICATIONS.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, WHICH INCLUDE THE CONSTRUCTION PRACTICES AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE STATE'S LANDSCAPE CONTRACTORS ASSOCIATION.

**5. GUARANTEE**

- ALL MATERIALS AND WORKSMANSHIP SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE, ANY PLANTS WHICH DIE AND REPAIR/REPLACE ANY PORTIONS OF THE IRRIGATION SYSTEM AS NECESSARY IN THAT TIME.

**COMPLETION AND MAINTENANCE**

a. ACCEPTANCE: WITHIN TEN DAYS OF CONTRACTOR'S NOTICE THAT THE PROJECT IS COMPLETE, THE LA SHALL COMMITTEE, THE LA SHALL REVIEW INSTALLATION. IF FINAL ACCEPTANCE IS NOT GIVEN, THE LA SHALL PREPARE A PUNCH LIST OF PENDING ITEMS. THE PUNCH LIST ITEMS SHALL BE COMPLETED BY THE CONTRACTOR WITHIN TEN CALENDAR DAYS OF THE DATE WHEN THE PUNCH LIST WAS APPROVED. SHALL SIGNIFY ACCEPTANCE.

b. MAINTENANCE: ALL LANDSCAPING SHALL BE MAINTAINED FROM INSTALLATION TO FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE WATERING, FERTILIZING, WEEDING, MOWING, TRIMMING, ROLLING, RE-GRADING, REPLANTING, DISEASE AND INSECT PROTECTION IF SITE IS TO OPEN DURING WINTER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE THROUGHOUT THE PERIOD ON TIMING FOR THE INSTALLATION OF PLANT MATERIAL. THE PROPERTY OWNER OF RECORD, THE OWNERS ASSOCIATION OR THEIR ATTORNEY SHALL BE NOTIFIED OF ANY DAMAGE TO THE LANDSCAPE CONDITION.

c. DRAINAGE MAINTENANCE: DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR POONDING SHALL BE IMMEDIATELY BRUNG TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

d. SURROUNDING GRADES: SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE LANDSCAPE REPORT AND THE GRADING REPORT, THE CONTRACTOR SHALL IMMEDIATELY BRUNG SUCH ITEMS TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

e. IRRIGATION MAINTENANCE: DURING THE LANDSCAPE MAINTENANCE PERIOD, ALL IRRIGATION SHALL BE MAINTAINED OPERATIONAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE IRRIGATION SYSTEM, INCLUDING THE REGULAR MONITORING OF THE SYSTEM TO ENSURE IT REMAINS FUNCTIONAL. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. LANDSCAPE AREAS WHICH SETTLE AND CREATE THE POTENTIAL FOR POONDING SHALL BE IMMEDIATELY BRUNG TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT.

f. WINTER WATER CONSERVATION: WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH AS THE CONTRACTOR ACCEPTS FINAL PAYMENT.

## 5. SITE CONDITIONS

- LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. DO NOT PROCEED UNTIL CONDITIONS ARE CORRECTED.
  - CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND LANDSCAPE FEATURES. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND MARKING ALL UTILITIES. UNDER CIRCUMSTANCES SHOULD THIS PLAN BE USED FOR CONSTRUCTION PURPOSES WITHOUT EXAMINING ACTUAL LOCATIONS OF UTILITIES ON SITE AND REVIEW ALL RELATED PLANS AND DOCUMENTS.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND MARKING ALL EXISTING DRAINAGE IN LANDSCAPE AREAS.
  - CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
  - ALL UTILITY EASEMENTS SHALL REMAIN UNOBTSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
  - THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS TO REMAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY PLANTS THAT ARE DAMAGED OR REMOVED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTICES ON THE PLANS (AS APPLICABLE).
- 6. DAMAGE AND CLEANING**
- CONTRACTOR SHALL REPAIR OR REPLACE ALL ITEMS DAMAGED DUE TO THIS WORK AT NO ADDITIONAL COST TO THE OWNER.
  - CONTRACTOR SHALL CLEAN ALL AREAS DUE TO THIS WORK AND PROPERLY REMOVE ALL UNUSED MATERIALS.

|                                                                                                                                                              |                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. ALL SEED MIXES SUGGESTED THROUGH WESTERN NATIVE SEED COMPANY<br/>P.O. BOX 188<br/>COALDALE, CO 81222<br/>(719) 942-3935</p>                            | <p><u>TOWN OF PARKER, SEED MIX 3 (LOW GROWTH MIX)</u><br/>SEEDING RATE: 3 LBS/520 SQ FT.</p>                                            |
| <p>2. ALL SEED APPLICATIONS SHALL BE DRILL SEEDDED, WITH HYDROSPRAY APPLIED OVER THE SEED BED AFTER SEEDING. THE SLURRY MIX SHALL CONTAIN THE FOLLOWING:</p> | <p><u>COMMON NAME</u></p> <p>25% EPHRAM CRESTED WHEATGRASS<br/>25% SHEEP FESCUE<br/>18% PERENNIAL RYEGRASS<br/>13% CANADA BLUEGRASS</p> |
| <p>WOOD FIBER MULCH 46</p>                                                                                                                                   | <p>12% BARLEY OR OATS</p>                                                                                                               |
| <p>15-15-15 ORGANIC FERTILIZER 9</p>                                                                                                                         | <p>9% BLUE FESCUE</p>                                                                                                                   |

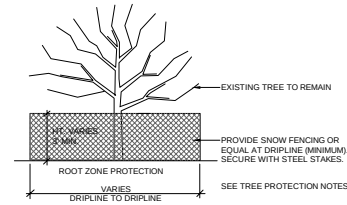
## SEED ESTABLISHMENT NOTES

2. THE LANDSCAPE CONTRACTOR SHALL SEND ALL NATIVE SEED AREAS AS SOON AS POSSIBLE AFTER COMPLETION OF GRADING OPERATIONS. SOIL PREPARATION MEASURES ARE REQUIRED TO BE COMPLETED PRIOR TO SEEDING.
3. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING ALL AREAS THAT REQUIRE SEEDING WITHIN THE GROWING SEASON. IF LESS THAN THREE WEEKS REMAIN IN THE GROWING SEASON AT THE TIME OF SEEDING, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER. THE IRRIGATION SYSTEM FOR SEEDING AREAS SHALL BE INSTALLED PRIOR TO SEEDING.
4. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ADDITIONAL CORRECTIVE MEASURES, AT HIS OWN COST, TO SATISFY ESTABLISHMENT REQUIREMENTS AND ENSURE TIMELY CLOSURE. THESE MEASURES MAY INCLUDE, AT THE OWNER'S OPTION, ESTABLISHING OF PARALLELY GERMINATED AREAS AND/OR INSTALLATION OF SOG IN ALL SEED AREAS.

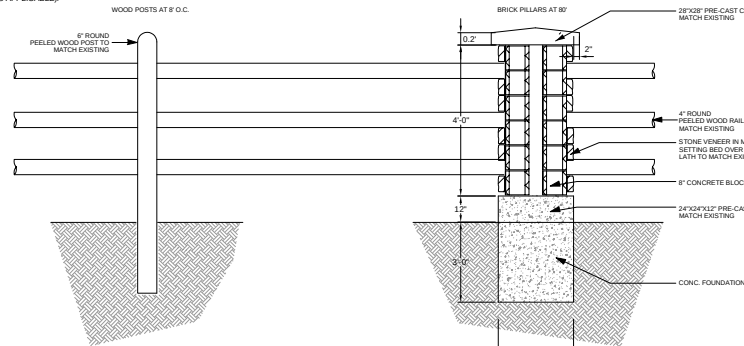
1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE FIELD LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLE OR AN ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

1. ALL PLANTINGS SHALL BE MAINTAINED IN A HEALTHY AND ATTRACTIVE MANNER, AS DETERMINED BY THE TOWN. MAINTENANCE SHALL BE CONDUCTED BY THE PROPERTY OWNER OR RECORD, OR THE PROPERTY OWNER'S AGENT OR TENANT OR A HOMEOWNERS ASSOCIATION WHICH HAS ASSUMED LANDSCAPE MAINTENANCE RESPONSIBILITY.
2. ALL ORNAMENTAL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS, AND LITTER. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING, WEEDING, CLEANING, MOWING, EDGE, GULCHING, PRUNING, TRIMMING, SPRAYING, CLIPPING, OR CUTTING. DEAD PLANTS, TREES, OR SHRUBS SHALL BE REMOVED IMMEDIATELY. DEAD PLANTS ARE EXEMPT FROM THIS LEVEL OF MAINTENANCE. ACCEPTABLE MAINTENANCE OF NATIVE PLANTS INCLUDES, BUT IS NOT LIMITED TO, DEAD OR DROOPING BRANCHES, DEAD OR DROOPING TWIGS, AND DEAD OR DROOPING LEAVES.
3. DEAD PLANT MATERIALS SHALL BE REMOVED AND REPLACED WITH HEALTHY PLANTING MATERIALS OF COMPARABLE SIZE AND SPECIES THAT MEET THE ORIGINAL INTENT OF THE APPROVED LANDSCAPE DESIGN WITHIN FORTY-FIVE (45) DAYS OF THEIR DEATH, UNLESS SEASONAL CONDITIONS PREVENT REMOVAL AND REPLACEMENT. IN SUCH CASE, THE REMOVAL AND REPLACEMENT SHALL OCCUR WITHIN A REASONABLE PERIOD OF TIME APPROVED BY THE TOWN.
4. NON-LIVING LANDSCAPE MATERIALS SUCH AS ROCK, STONE, BARK CHIPS AND SHAVINGS WHICH NO LONGER COVER THE AREA IN WHICH THEY WERE ORIGINALLY DEPOSITED SHALL BE REMOVED IMMEDIATELY TO MAINTAIN THE FULL COVERAGE TO A MINIMUM DEPTH OF THREE (3) INCHES FOR ROCK MULCHES AND FOUR (4) INCHES FOR WOOD MULCH.
5. LANDSCAPING STRUCTURAL FEATURES (E.G. FENCING, WALLS, PLANTER BOXES) AND SITE FURNISHINGS SHALL BE MAINTAINED IN A SOUND, STURDY AND ATTRACTIVE MANNER. SUCH STRUCTURAL SYSTEMS ARE TO BE MONITORED AND ADJUSTED PERIODICALLY TO ENSURE THAT THE TOWN DEMANDS OF ALL PLANT MATERIALS ARE BEING MET.
6. IRRIGATION SYSTEM REPAIRS SHALL BE MADE WITHIN SEVEN (7) DAYS OF DISCOVERY OF DAMAGE, UNLESS SEASONAL CONDITIONS PROHIBT REPAIRS.
7. LANDSCAPE AREAS SHALL BE FREE FROM TRASH AND DEBRIS.
8. FAILURE TO REPLACE DEAD LANDSCAPE MATERIALS WITHIN A REASONABLE PERIOD OF TIME, AS SPECIFIED IN PARAGRAPH (8) ABOVE, SHALL BE CONSIDERED A VIOLATION OF THE TOWN OF BURLINGTON'S SUBJECT TO ENFORCEMENT AND PENALTY PROVISIONS OF THIS ORDINANCE.

|    |                                                                                                                                                                                                                                                           |     |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | USE JURISDICTIONAL TREE PROTECTION NOTICES (IF AVAILABLE). TREE PROTECTION NOTICES BELOW SHALL BE USED FOR FURTHER INTERPRETATION.                                                                                                                        | 7.  | CONSTRUCTION VEHICLES OR MACHINERY MAY NOT PASS BETWEEN TWO OR MORE EXISTING TREES IDENTIFIED FOR PROTECTION IF THEIR CANOPIES ARE WITHIN 10 FEET OF TOUCHING. ADDITIONAL FENCING MAY BE REQUIRED.                                                                                                                                                                                                                      |
| 2. | TREE PRESERVATION MEASURES MUST BE IN PLACE BEFORE CONSTRUCTION, DEMOLITION AND/OR GRADING ACTIVITIES COMMENCE. THE JURISDICTION MAY STOP CONSTRUCTION IF TREE PRESERVATION MEASURES ARE NOT INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. | 8.  | THE CONTRACTOR IS REQUIRED TO HAVE AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) ON SITE TO CONDUCT TREE SURVEY AND REQUIRE REMOVAL OF EXISTING ROOTS OR BRANCH PRUNING.                                                                                                                                                                                                                    |
| 3. | TREES CALLED OUT FOR PRESERVATION SHALL BE FENCED AT THE DRILLING FENCING MAY OCCUR AT THE COMBINED DRILLPILES OF GROUNDS. THESE ARE PLACES WHERE BARK MOLD OR BENEATH DRILLPILES OF TREES TO BE PRESERVED.                                               | 9.  | UNAUTHORIZED TREE REMOVAL OR DAMAGE IS SUBJECT TO REPLACEMENT EQUAL TO THE APPRAISED VALUE OF THE TREE LOST. CONSTRUCTION OF RESERVATION SHALL BE STOPPED IF ALL EXISTING TREES TO REMAIN, PRIOR TO CONSTRUCTION.                                                                                                                                                                                                       |
| 4. | FENCING SHALL BE 3 FEET TALL SLOD FENCING WITH STEEL POSTS EMBEDDED IN THE GROUND.                                                                                                                                                                        | 10. | THE CONTRACTOR IS REQUIRED TO WATER, FERTILIZE AND ATTEND TO OTHER MAINTENANCE NEEDS OF EXISTING TREES TO MAINTAIN HEALTHY GROWTH THROUGHOUT THE CONSTRUCTION PERIOD. AN EARTH BERM MEASURING MINIMUM 6 FEET IN DIAMETER, AND 2 FEET HIGH SHALL BE CONSTRUCTED TO PROTECT EACH TREE TO FUNCTION AS A TEMPORARY WATERING BARR DURING THE CONSTRUCTION PERIOD. TREES SHALL BE WATERED ACCORDING TO TREE SPECIES AND SIZE. |
| 5. | NO GRADING SHALL OCCUR WITHIN THE DRILLPILES/ENCED AREA OF EXISTING TREES.                                                                                                                                                                                |     |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6. | NO CONSTRUCTION MATERIALS OR CONSTRUCTION VEHICLES MAY BE PLACED WITHIN THE DRILLPILES/ENCED AREA OF EXISTING TREES.                                                                                                                                      |     |                                                                                                                                                                                                                                                                                                                                                                                                                         |



NOT TO SCALE



NOT TO SCALE



# COLORADO

## Parks and Wildlife

Department of Natural Resources

Northeast Regional Office  
6060 Broadway  
Denver, CO 80216  
P 303.291.7227

January 17, 2020

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

RE: Parker Pointe Minor Development Plat (SUB19-052)

Dear Mr. Workman:

Thank you for the opportunity to comment on the Parker Pointe Minor Development Plat project in Douglas County, Colorado. The mission of Colorado Parks and Wildlife (CPW) is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. Our goal in responding to land use proposals such as this is to provide complete, consistent, and timely information to all entities who request comment on matters within our statutory authority.

District Wildlife Manager Katie Doyle recently analyzed the project site. The project is located on the southeast corner of S. Parker Road and E. Stroh Road in Douglas County, and the location is in the corner of the Colorado Gulf Club residential area and just north of Kinney Creek. The proposed subdivision divides the land into 15 commercial lots and 2 tracts and is a total of 14.66 acres. CPW would expect to find occasional use of the proposed site by small ground-dwelling mammals, small birds, raptors, and other common urban species.

Prairie dogs occur within or near the proposed development site, and as a result, the potential may also exist for the presence of burrowing owls. Burrowing owls live on flat, treeless land with short vegetation, and nest underground in burrows dug by prairie dogs, badgers, and foxes. These raptors are classified as a state threatened species and are protected by both state and federal laws, including the Migratory Bird Treaty Act. These laws prohibit the killing of burrowing owls or disturbance of their nest. Therefore, if any earth-moving will begin between March 15th and October 31st, a burrowing owl survey should be performed. Guidelines for performing a burrowing owl survey can be obtained from your local District Wildlife Manager. If prairie dogs are present and any earth-moving is to be done on site, CPW recommends euthanasia or relocation (with the appropriate permit) prior to any work being done. If relocation is chosen, please consult with the local district wildlife manager for the required permit.

Care should also be taken to make sure no raptor nests will be impacted during this project. Raptors are protected from take, harassment, and nest disruption at both the state and federal levels. CPW recommends that buffer zones be implemented around any nest discovered within the project vicinity during any period of activity that may interfere with nesting season. This will prevent the intentional or unintentional destruction of an active nest. For further information on this topic, a copy of the document "Recommended Buffer Zones and Seasonal Restrictions for Colorado Raptors," is available from your local District Wildlife Manager. Following the recommendations outlined in this document



will decrease the likelihood of unintentional take through disturbance.

Current CPW policy directs our efforts towards proposals that will potentially have high impacts to wildlife and wildlife habitat. The emphasis of CPW's concerns is on large acreages, critical habitats, wildlife diversity, and impacts to species of special concern, or those that are state or federally endangered. Due to the small acreage of the proposed project and limited disturbance to nearby habitat areas, impacts of the development can be characterized as minimal. This may not mean that the landscape has no value to wildlife or value to the community. It is important to remember that incremental and cumulative loss of natural areas and open spaces will, over time, significantly degrade the overall quality of wildlife habitat in the area. Therefore, in this case, we want to focus our recommendations on planning and implementing your proposal to minimize negative impacts and maximize potential enhancements to support living with wildlife in our community. If you have any further questions, please contact District Wildlife Manager Katie Doyle at (720) 930-8039.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Martinez", with a stylized flourish at the end.

Matt Martinez  
Area Wildlife Manager

Cc: M. Leslie, K. Cannon, K. Doyle

January 30, 2020

Paul Workman  
Senior Planner  
Community Development  
Town of Parker  
20120 E Mainstreet  
Parker, Colorado 80138

**RE: Parker Pointe Minor Development Plat  
SUB19-052**

Dear Mr. Workman:

Douglas County Planning Services has reviewed the materials provided with the Minor Development Plat application and offers the following comments:

1. Douglas County requests an appropriate transition from this development to the adjacent Reata South Planned Development (RSPD). Sensitively integrate the built environment with the more than 824 acres of conservation easement-protected open space within RSPD. **Transition is provided via Tracts dedicated to Parker to preserve southern boundary area.**
2. Soften and mitigate the visual impacts of the development with a landscaped edge and appropriate buffering. **Landscape buffering provided in accordance with Parker code.**
3. Preserve as many of the historic cottonwoods that are integral to the buffer area. **Efforts are made to preserve a portion of the trees.**
4. It is not clear from the exhibits provided if a trail link is established from the Parker Pointe development to the Kinney Creek trail corridor. The Kinney Creek conservation easement (Reception No. 2007100500) identifies conservation values inclusive of public recreation which is established by the Kinney Creek trail easement and improvements. The conservation easement notes in its Section 1(d) that the trail will serve as a future connection for the local community to the Cherry Creek trail. The southernmost portion of the trail corridor provides multiple points of access to the Pinery neighborhood and terminates on its east end at Betts Ranch Road. The RSPD also identifies a Stroh Road trail easement extending south from Stroh Road to the described Kinney Creek trail. The potential extension of the trail corridor from its current western terminus near the Highway 83 box culvert to the Cherry Creek trail corridor west of Highway 83 would support important regional trail network connectivity. Additionally, improved pedestrian and bicycle access through extension and improvement to the trail corridor would enhance public access to and awareness of the Parker Pointe development. **Cash in lieu is provided to Parker for future trail.**

5. Douglas County Planning Services reiterates the Historic Preservation Board's previous comments from its December 2017 Board meeting *regarding a Class III survey and encouraging the proprietors of the proposed development to make construction decisions that provide for the ability to monitor for buried prehistoric or historic artifacts and features when excavating and re-contouring the land.*

*Should artifacts turn up during construction, appropriate actions will be taken.*

Douglas County Engineering offers the following comments:

1. Access, construction and drainage easements will be required from the Reata South Metro District for some of the proposed work. The County would like verification that these have been finalized prior to or concurrently with final approval. *Easements and agreements are in place. We will forward them.*
2. A GESC plan will be required for the work to be completed in unincorporated Douglas County jurisdiction. *GESC plan has been provided and is ready for approval with DC Engineering.*
3. The County is still awaiting plans for the Kinney Creek stabilization project. *Cash in lieu will be provided. No plans are forthcoming.*

Douglas County Addressing offers the following comments:

1. Proposed street names have previously been approved for use on this plat. Addresses will be furnished with site plans for each lot. Any existing addresses will be deleted upon recordation of the plat. *Comment noted.*

Sincerely,



Brett Thomas, AICP  
Chief Planner

1/6/2020 10:52:22 AM (Randy Capra)

Building/Fire Life Safety permit application will not be accepted/reviewed until the associated site plan is approved. All plans submitted for Building's review must meet the 2018 I-Codes, the 2017 NEC, and the correctly referenced NFPA editions noted in applicable codes (i.e. 2018 IFC references the 2016 edition of NFPA 72). NFRC certificates, interior/exterior lighting along with the mechanical and envelope compliance path must be included with the original submittal. All Fire Permit applications and inspections will be handled through the Parker Building Division. All land use applications and the associated Grading Permit must be approved/issued per Planning and Public Works prior to the Building Permit being approved/issued. Note - a building permit is required for commercial fencing, pergolas, outbuildings, outdoor lighting, and for retaining walls that are four feet or taller... as measured from the base of the retaining wall footing.

All lot specific permit applications will be verified for setbacks, utility easement encroachments and conformance to planning design minimum requirements. No permanent construction is allowed in the utility easements such as counterforts or wall buttresses. This will be verified during the building permit application review for each individual lot. Retaining walls greater than 4' from base of footing or bottom course requires separate building permits and plans must be stamped by qualified professional.

Buildings in floodplain need to be satisfied by Storm Water before construction on these lots can occur.

UDFCD

Urban  
Drainage  
and  
Flood  
Control  
20

We have reviewed this proposal only as it relates to maintenance eligibility of drainage features, in this case: the proposed outfall discharging to Kinney Creek. We will be submitting an IGA to secure funding for the Fee-In-Lieu Improvement (FILI) to the major drainageway portion of Kinney Creek. Following execution of the IGA, we can then issue a design approval letter for the proposed outfall.

2/6/2020 1:24:57 PM

Rich Borchardt

Cherry  
Creek  
Basin  
Water  
Quality  
Authority  
15

The Authority's CR 72 requires construction and post-construction BMPs. No exceptions taken to the proposed construction BMPs. Basin SR-2 includes road improvements which require a post-construction BMP. Please show and label basins U1, U2, U3, and U4 and describe any changes in imperviousness with development, (these may be undeveloped areas, but it isn't clear. The Authority reserves the right to review and comment on future submittals for this project.

3/2/2020 4:13:09 PM





**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

February 27, 2020

Town of Parker Community Development Department  
20120 E. Mainstreet  
Parker, CO 80138

Attn: Paul Workman

**Re: Parker Pointe Subdivision Filing No. 1 Minor Development Plat - 6th  
referral, Case # SUB19-052**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk acknowledges the note for the above captioned project that easements for natural gas facilities have been coordinated with Xcel Energy design personnel, and requests that the property owner/developer/contractor continues working with the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

**SUBDIVISION AGREEMENT**  
**Parker Pointe Subdivision Filing No. 1**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and Parker and Stroh, LLC, a Colorado limited liability company (the “Developer”).

RECITALS:

A. The Developer is the owner of certain real property located in the Town of Parker known as Parker Pointe Subdivision Filing No. 1, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the “Property”).

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

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

**AGREEMENT**

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

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

2. Agreements and Other Requirements. The Developer hereby agrees to perform any and all requirements of the Annexation Agreement entered into between the Town and the Developer on August 20, 2018, which was recorded at Reception No. 2018054189, of the Douglas County real estate records. The requirements of the Annexation Agreement are in addition to the requirements of this Agreement and are not intended to supersede any requirements contained herein.

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

a. The Developer hereby agrees to pay the Town the actual cost to the Town for plan review, engineering review, hydrological and surveying review, prior to and during the development process, and for construction observation, inspection and materials testing during the construction process for public improvements, and for construction observation, inspection and materials testing and electronic deliverable review during the warranty period for public

improvements, and for legal services (the “actual costs”) rendered in connection with the review of the subdivision of the Property, including related administrative fees not to exceed one hundred fifteen percent (115%) of the actual costs. In addition, the Developer shall reimburse the Town for the costs of making corrections or additions to the master copy of the official Town map and for the fee for recording the final plat and accompanying documents with the Douglas County Clerk and Recorder.

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

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

4. Specific Conditions. The Developer hereby agrees that:

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

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

c. Prior to the recordation of the plat for the subject property, the Developer shall pay to the Town Forty-Two Thousand One Hundred Forty and 00/100 Dollars (\$42,140), which payment is a contribution toward the future construction of the Kinney Creek Trail adjacent to the Property.

d. Prior to the recordation of the plat for the subject property, the Developer shall pay to the Town Twenty-One Thousand One Hundred Forty-Two and 50/100 Dollars (\$21,142.50), which payment is compensation for the Town’s dedication of an offsite sanitary sewer easement on Town property to benefit this Property.

e. Prior to the recordation of the plat for the subject property, the Developer shall pay to the developer of the Stroh Crossing property One Hundred Twenty-Seven Thousand

and 96/100 Dollars (\$127,000.96), which is reimbursement for the construction of the northbound deceleration lane on Parker Road adjacent to the Property.

f. Prior to the issuance of a grading permit for the Property, the Colorado Department of Transportation (“CDOT”) shall have issued an access permit for the right-in, right-out access to and from Parker Road proposed for the Property.

g. Prior to the issuance of a certificate of occupancy, temporary or otherwise, the Developer shall construct the extension of the northbound right turn/deceleration lane on Parker Road south of the proposed right-in, right-out access point for the Property, as approved by CDOT.

h. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary construction permits from Douglas County for all offsite improvements located within unincorporated Douglas County.

i. The Developer agrees that should the lots adjacent to Parker Road developer with the uses anticipated at this time, the building locations, access points and screening techniques will comply with **Exhibit F**, attached hereto and incorporated herein.

j. Prior to the issuance of a grading permit for the Property, the Developer shall obtain all necessary approvals from the United States Department of Fish and Wildlife regarding the subdivision’s impact to the adjacent Riparian Conservation Zone.

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

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

- a. The refusal to issue any building permit or certificate of occupancy;
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party;
- c. A demand that the security given for the completion of the public improvements be paid or honored; or
- d. Any other remedy available at law.

Unless necessary to protect the immediate health, safety and welfare of the Town, or to protect the interest of the Town with regard to security given for the completion of the public improvements, the Town shall provide the Developer thirty (30) days' written notice of its intent to take any action under this paragraph, during which thirty-day period the Developer may cure the breach described in the notice and prevent further action by the Town.

7. Public Improvements and Warranty. All drainage structures, paved streets, including sidewalk, curb, gutter and slope easements, and necessary appurtenances, as shown on the final plat, landscape plans and the associated construction documents (the "Public Improvements"), as approved by the Director of Engineering/Public Works of the Town, shall be installed and completed at the expense of the Developer and dedicated and/or conveyed to the Town. The Public Improvements required by this Agreement and shown on the final plat, as well as associated construction documents approved by the Director of Engineering/Public Works of the Town and the costs of these Public Improvements, are set forth on **Exhibit C**, attached hereto and incorporated herein. All Public Improvements covered by this Agreement shall be made in accordance with the final plat and associated construction documents drawn according to regulations and construction standards for such improvements and approved by the Director of Engineering/Public Works of the Town.

The Developer shall warrant any and all Public Improvements, which are conveyed to the Town, pursuant to this Agreement, for a period of two (2) years from the date the Town's Director of Engineering/Public Works grants probationary acceptance of the Public Improvements, as approved by the Town. The warranty period shall extend to the date final acceptance is granted in writing by the Town's Director of Engineering/Public Works. The Developer shall be responsible for scheduling the necessary inspections for probationary and final acceptance. Specifically, but not by way of limitation, the Developer shall warrant the following:

- a. That the title conveyed shall be marketable and its transfer rightful;
- b. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- c. Any and all facilities so conveyed shall be in conformity with the Town's specifications and shall be free of defects in materials or workmanship for a period of two (2) years, as stated above, including, but not limited to, cracks, breakage, settling, or other deterioration of the Public Improvements, no matter the cause, for a period of two (2) years, as stated above.

The Town will accept for maintenance all Public Improvements after the warranty period has expired, provided all warranty work has been completed. The Town shall accept for snow removal purposes only all dedicated public streets after probationary acceptance has been granted in writing by the Director of Engineering/Public Works. The Developer shall make all corrections necessary to bring the Public Improvements into conformity with the Town's specifications, prior to final acceptance.

Notwithstanding anything to the contrary contained in this Agreement, the Town will not accept for ownership, maintenance or operation any private improvements that are described as

Public Improvements in this Agreement, that include, but are not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians that will be privately maintained, as described on the final plat and/or subject to a license agreement as provided by paragraph 14 of this Agreement.

8. Observation. The Town shall have the right to make reasonable engineering observations at the Developer's expense, as the Town may request. Observation, acquiescence in, or approval by any engineering inspector of the construction of physical facilities at any particular time shall not constitute the approval by the Town of any portion of the construction of such Public Improvements. Such approval shall be made by the Town only after completion of construction and in the manner hereinafter set forth.

9. Completion of Public Improvements. The obligations of the Developer provided for in Paragraph 7 of this Agreement, including the inspections hereof, shall be performed on or before April 1, 2021, and proper application for acceptance of the Public Improvements shall be made on or before such date. Upon completion of construction by the Developer of such Public Improvements, the Town's Director of Engineering/Public Works or his designee shall inspect the improvements and certify with specificity their conformity or lack thereof to the Town's specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with the Town's specifications. Once approved by the Town's Director of Engineering/Public Works, the Town shall accept said improvements upon conveyance, pursuant to Paragraph 11; provided, however, the Town shall not be obligated to accept the Public Improvements until the actual costs described in paragraphs 3.a. and b. of this Agreement are paid in full by the Developer.

10. Related Costs – Public Improvements. The Developer shall provide all necessary engineering designs, surveys, field surveys and incidental services related to the construction of the Public Improvements, at its sole cost and expense, including reproducible "as built" drawings certified accurate by a professional engineer registered in the State of Colorado.

11. Improvements to be the Property of the Town. All Public Improvements for roads, concrete curbs and gutters, storm sewers, and drainage improvements accepted by the Town shall be dedicated to the Town and warranted for a period of two (2) years following probationary acceptance by the Town, as provided above.

12. Performance Guarantee. In order to secure the construction and installation of the Public Improvements, the Developer shall, prior to recording the final plat in the real estate records of Douglas County, which recording shall occur no later than ninety (90) days after the execution of this Agreement, furnish the Town, at the Developer's expense, with the performance guarantee described herein. The performance guarantee provided by the Developer shall be an irrevocable letter of credit in which the Town is designated as beneficiary in an amount equal to one hundred ten percent (110%) of the estimated costs of the Public Improvements to be constructed and installed, as set forth in Exhibit C, to secure the performance and completion of the Public Improvements. The Developer agrees that approval of the final plat by the Town is contingent upon the Developer's provision of an irrevocable letter of credit to the Town within ninety (90) days of the execution of this Agreement, in the amount and form provided herein. Failure of the Developer to provide an irrevocable letter of credit to the Town, in the manner provided herein,

shall negate the Town's approval of the final plat. Letters of credit shall be substantially in the form and content set forth in **Exhibit D**, attached hereto and incorporated herein, and shall be subject to the review and approval of the Town Attorney. The Developer shall not start the construction of any public or private improvement on the Property, including, but not limited to, staking, earth work, overlot grading or the erection of any structure, temporary or otherwise, until the Town has received and approved the irrevocable letter of credit.

The estimated costs of the Public Improvements shall be a figure mutually agreed upon by the Developer and the Town's Director of Engineering/Public Works, as set forth in Exhibit C. If, however, they are unable to agree, the Director of Engineering/Public Works' estimate shall govern after giving consideration to information provided by the Developer, including, but not limited to, construction contracts and engineering estimates. The purpose of the cost estimate is solely to determine the amount of security. No representations are made as to the accuracy of these estimates and the Developer agrees to pay the actual costs of all such Public Improvements.

The estimated costs of the Public Improvements may increase in the future. Accordingly, the Town reserves the right to review and adjust the cost estimates on an annual basis. Adjusted cost estimates will be made according to changes in the Construction Costs Index, as published by the Engineering News Record. If the Town adjusts the cost estimate for the Public Improvements, the Town shall give written notice to the Developer. The Developer shall, within thirty (30) days after receipt of said written notice, provide the Town with a new or amended letter of credit in the amount of the adjusted cost estimates. If the Developer refuses or fails to so provide the Town with a new or amended letter of credit, the Town may exercise the remedies provided for in Paragraph 6 of this Agreement; provided, however, that prior to increasing the amount of additional security required, the Town shall give credit to the Developer for all required Public Improvements which have actually been completed so that the amount of security required at any time shall relate to the cost of required Public Improvements not yet constructed.

In the event the Public Improvements are not constructed or completed within the period of time specified by Paragraph 9 of this Agreement or a written extension of time mutually agreed upon by the parties to this Agreement, the Town may draw on the letter of credit to complete the Public Improvements called for in this Agreement. In the event the letter of credit is to expire within fourteen (14) calendar days and the Developer has not yet provided a satisfactory replacement, the Town may draw on the letter of credit and either hold such funds as security for performance of this Agreement or spend such funds to finish the Public Improvements or correct problems with the Public Improvements, as the Town deems appropriate.

Upon completion of performance of such improvements, conditions and requirements within the required time and the approval of the Town's Director of Engineering/Public Works, the Developer shall issue an irrevocable letter of credit to the Town in the amount of twenty percent (20%) of the total cost of construction and installation of the Public Improvements, to be held by the Town during the two-year warranty period. If the Public Improvements are not completed within the required time, the monies may be used to complete the improvements.

13. Nuisance Conditions. The Developer agrees to prevent the existence of any nuisances by way of its construction activities, as nuisances are defined by Title 6 of the Parker Municipal Code, and as referenced in Title 11 of the Parker Municipal Code. In the event the



authorized inspector/designated Town authority determines that a nuisance exists, the Developer shall be subject to the provisions set forth in Parker Municipal Code Sections 11.12.040 and 11.12.050, regarding the abatement of nuisances and the cost assessed for the abatement thereof.

In addition to the provisions above, if the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the Town, the Town may, upon thirty (30) days' notice under this Agreement, exercise the right to draw upon the performance guarantee specified in Paragraph 12 of this Agreement. The Town may draw on the performance guarantee in order to pay the cost of abating the nuisance, including any expenses and penalties incurred under the Parker Municipal Code. The Town may exercise this right in addition to, or in lieu of, the withholding of permits and/or the withholding of certificates of occupancy. The right to draw on the performance guarantee shall be subject to the sole discretion of the Town, provided the Developer has received thirty (30) days' notice, as provided herein.

The Town Planning Department and the Department of Engineering/Public Works shall be authorized to cease processing any land use or permit applications submitted by the same developer for the property that is contained within the same Planned Unit Development, until the nuisance is abated. This shall include, but not be limited to, acceptance of applications, sending referrals, scheduling meetings or hearings, or conducting reviews of projects.

14. Association. An association shall be created by the Developer under the laws of the State of Colorado or the Property shall be included in an existing association, if possible. The association must be lawfully established in accordance with the requirements of the Parker Municipal Code, concerning Associations, before any properties within the development are sold to third parties. The articles of incorporation shall be reviewed by the Town Attorney to ensure that they have met the Town's requirements and the articles provide that the association will maintain the private improvements, including, but not limited to, private streets, private parks, private open space, drainage facilities, landscaping and medians, common areas and facilities, recreation areas and facilities, stormwater management areas and facilities, walkways and other facilities, as identified on the final plat and/or subject to a license agreement(s) entered into between the Developer and the Town, contemporaneously with this Agreement or prior to final acceptance of the Public Improvements, and to assume all responsibilities therefor as shown on the final plat and/or described in the license agreement(s), including sufficient funding to meet these responsibilities.

15. Indemnification. The Developer shall indemnify and hold harmless the Town, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission the Developer is liable, with respect to construction of the Public Improvements; and the Developer shall pay any and all judgments rendered against the Town as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the Town in defending any such suit, action or claim.

The Developer shall pay all property taxes on the Property dedicated to the Town, and shall indemnify and hold harmless the Town for any property tax liability.

The Developer shall require that all contractors and other employees engaged in construction of Public Improvements shall maintain adequate workers' compensation insurance and public liability coverage and shall faithfully comply with the provisions of the Federal Occupational Safety and Health Act.

16. Waiver of Defects. In executing this Agreement the Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on the Developer, as set forth herein, and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

17. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees, except in accordance with the Parker Municipal Code and the laws of the State of Colorado.

19. Captions. The captions to this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, as the case may be.

21. Invalid Provision. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect. It is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Douglas County, Colorado.

23. Attorney Fees. Should this Agreement become the subject of litigation to resolve a claim of default of performance by the Developer and a court of competent jurisdiction determines that the Developer was in default in the performance of the Agreement, the Developer shall pay the attorney fees, expenses and court costs of the Town.

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

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

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

Notice to Developer: Parker and Stroh, LLC  
Attn: Guy Carteng  
975 Lincoln Street, Suite 204  
Denver, Colorado 80203

25. Force Majeure. Whenever the Developer is required to complete the construction, repair or replacement of Public Improvements by an agreed deadline, the Developer shall be entitled to an extension of time equal to a delay in completing the foregoing, due to unforeseeable causes beyond the control and without the fault or negligence of the Developer, including, but not limited to, acts of God, weather, fires and strikes.

26. Approvals. Whenever approval or acceptance of the Town is necessary, pursuant to any provision of this Agreement, the Town shall act reasonably and in a timely manner in responding to such request for approval or acceptance.

27. Assignment or Assignments. There shall be no partial transfer or assignment of any of the rights or obligations of the Developer under this Agreement. There shall be no assignment of this Agreement without the prior written approval of the Town, which the Town may grant or withhold in its sole discretion. The Developer agrees to provide the Town with at least fourteen (14) days' advance written notice of the proposed transfer or assignment of this Agreement.

28. Recording of Agreement. This Agreement shall be recorded in the real estate records of Douglas County and shall be a covenant running with the Property, in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

29. Title and Authority. The Developer expressly warrants and represents to the Town that it is the record owner of the property constituting the Property and further represents and warrants, together with the undersigned individuals, that the undersigned individuals have full power and authority to enter into this Subdivision Agreement. The Developer and the undersigned individuals understand that the Town is relying on such representations and warranties in entering into this Agreement.

WHEREFORE, the parties hereto have executed this Agreement on the day and year first above written.

**TOWN OF PARKER, COLORADO**

By: \_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney's Office

**DEVELOPER: PARKER AND STROH, LLC**

By: \_\_\_\_\_  
Guy Carteng, Manager

STATE OF COLORADO     )  
                                          )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, Guy Carteng, as Manager of Parker and Stroh, LLC.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

## **EXHIBIT LIST**

|           |                                            |
|-----------|--------------------------------------------|
| Exhibit A | Legal Description of the Property          |
| Exhibit B | Copy of the Final Plat                     |
| Exhibit C | Estimated Cost of Public Improvements      |
| Exhibit D | Form of Letter of Credit                   |
| Exhibit E | Estimated Cost of Streetscape Improvements |
| Exhibit F | Concept Layout                             |

**Exhibit A**  
**Legal Description**

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

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUNNING WEST, 486 FEET; THENCE SOUTH 2°20' WEST, 1330 FEET; THENCE SOUTH 78°30' EAST, 535 FEET; THENCE NORTH, 1444 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN EAST STROH ROAD AND EXCEPT THAT PORTION THEREOF TAKEN BY THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO BY RULE AND ORDER, CASE NO. 90CV484 RECORDED MAY 11, 1993 IN BOOK 1124 AT PAGE 853, COUNTY OF DOUGLAS, STATE OF COLORADO.

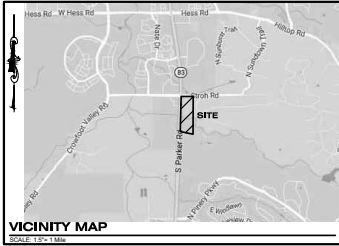
PARCEL CONTAINS (638,911 SQUARE FEET) 14.6674 ACRES MORE OR LESS

# Exhibit B

## PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
15 LOTS  
14.6674 ACRES

SHEET 1 OF 3



### LEGAL DESCRIPTION

A PART OF A TRACT OF LAND SITUATED IN THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M., TOWN OF PARKER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 3;  
THENCE S00°16'55"W ALONG THE EAST LINE OF SAID NE 1/4 OF SECTION 3, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF STROH ROAD AND THE POINT OF BEGINNING;  
THENCE S00°16'55"W ALONG SAID EAST LINE, A DISTANCE OF 1414.00 FEET;  
THENCE N78°36'39"W A DISTANCE OF 480.57 FEET TO A POINT ON THE EASTERN R.O.W. LINE OF SOUTH PARKER ROAD (STATE HIGHWAY 83);  
THENCE N01°30'59"E ALONG SAID EASTERN R.O.W. LINE, A DISTANCE OF 1317.76 FEET TO THE INTERSECTION OF THE EASTERN R.O.W. LINE OF SOUTH PARKER ROAD AND THE SOUTH R.O.W. LINE OF STROH ROAD;  
THENCE N89°52'29"E ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 453.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (638.911 SQUARE FEET) 14.6674 ACRES, MORE OR LESS

### DEDICATION STATEMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HAVE LAID OUT, SUBDIVIDED AND PLATTED SAID LANDS INTO LOTS AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF PARKER POINTE SUBDIVISION FILING NO. 1. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED, AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNERS. ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

### ACKNOWLEDGMENT

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBTAIN SAID UNDERSIGNED'S NEED OR RESPONSIBILITY TO COMPLY WITH THE REQUIREMENTS OF THE ENDANGERED SPECIES ACT OF 1973, 16 U.S.C. § 1531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

### OWNER

PARKER & STROH, L.L.C. A COLORADO LIMITED LIABILITY COMPANY

GUY CARTING \_\_\_\_\_ DATE \_\_\_\_\_

### NOTARY

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

### GENERAL NOTES

- THIS SURVEY WAS BASED ON TITLE COMMITMENT NUMBER 31632CW PREPARED BY COLORADO ESCROW AND TITLE SERVICES, LLC AS AGENT FOR WESTCOT LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF JANUARY 24, 2020 AT 7:30 A.M. AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "A" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND ZONE "A" AREA SPHA - AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD (NO BASE FLOOD ELEVATION DETERMINED). ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08050C1018Z EFFECTIVE DATE OF SEPTEMBER 30, 2005, NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- BEARINGS ARE BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN ASSUMED TO BEAT S89°50'00"W AND BOUNDED BY A 3.14" ALUMINUM CAP, L.S. NO. 22561 FOUND IN A RANGE BOX AT THE NE CORNER OF SAID SECTION 3 AND A 3.14" ALUMINUM CAP, L.S. NO. 29751 FOUND IN A RANGE BOX AT THE N1/4 CORNER OF SAID SECTION 3.
- ALL UNITS ARE U.S. SURVEY FEET.
- ACCESS EASEMENT ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE DEVELOPMENT FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THESE PROPERTIES FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD PROPERTIES BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- WITHIN THE SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND PROBABLY ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATE(S) OF OCCUPANCY, TEMPORARY OR OTHERWISE, WILL BE ISSUED UNTIL ALL LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
- PRIVATE ACCESS DRIVE/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF ANY CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, FOR ANY DEVELOPMENT ON PROPERTY DESCRIBED HEREIN.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NONEXCLUSIVE CROSS-PARKING EASEMENT FOR THE BENEFIT OF ALL LOTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- A MULTI-USE UTILITY EASEMENTS IS HEREBY DEDICATED AS SHOWN FOR THE USE OF ALL UTILITIES. THE TOWN OF PARKER IS GRANTED ACCESS OVER AND ACROSS THE EASEMENT FOR THE PURPOSE OF ACCESSING, MAINTAINING, AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS IN THE EVENT THAT THE PROPERTY OWNER FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES.
- AN ACCESS AGREEMENT TO THE BENEFIT OF THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019025163. THIS AGREEMENT CONFIRMS THE OFFSITE ACCESS ROAD ON THE ADJACENT PROPERTY SERVING THIS DEVELOPMENT.
- A DRAINAGE CULVERT AND DETENTION POND EASEMENT AFFECTING THIS PROPERTY HAS BEEN RECORDED WITH THE DOUGLAS COUNTY CLERK AND RECORDER AT RECEPTION NO. 2019014604. THIS AGREEMENT OBLIGATES THE PROPERTY OWNER, AND SUCCESSORS, TO OPERATE AND MAINTAIN THE OFFSITE DETENTION POND AND ASSOCIATED APPURTENANCES THAT SERVE THIS PROPERTY. THE TOWN OF PARKER SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM MAINTENANCE WITHIN THIS EASEMENT SHOULD THE PROPERTY OWNER FAIL TO DO SO, IN ACCORDANCE WITH THIS EASEMENT.
- TRACT A IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- TRACT B IS HEREBY DEDICATED TO THE TOWN OF PARKER AS OPEN SPACE.
- AN EXCLUSIVE 25 FOOT BY 55 FOOT SIGN EASEMENT IS HEREBY DEDICATED TO THE TOWN OF PARKER VIA THIS PLAT AS SHOWN ON SHEET 3 OF THIS PLAT.

### LAND USE SUMMARY

|                           |             |
|---------------------------|-------------|
| LOTS 1-15                 | 13,5146 AC. |
| TRACTS A & B              | 1,0381 AC.  |
| ROW                       | 0.1145 AC.  |
| TOTAL AREA OF SUBDIVISION | 14.6674 AC. |

| TRACT   | SIZE (AC.) | OWNERSHIP      | MAINTENANCE    |
|---------|------------|----------------|----------------|
| TRACT A | 0.0060     | TOWN OF PARKER | TOWN OF PARKER |
| TRACT B | 0.0321     | TOWN OF PARKER | TOWN OF PARKER |

### SURVEYOR CERTIFICATION

I, CHARLES N. BECKSTROM, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF PARKER POINTE SUBDIVISION FILING NO. 1 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 10TH DAY OF FEBRUARY, 2016, AND THAT THE SURVEY IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF THAT ALL MONUMENTS EXIST AS SHOWN HEREON; IT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL PROVISIONS, WITHIN MY CONTROL, OF THE TOWN SUBDIVISION REGULATIONS. THIS SURVEY IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED, AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID MINOR DEVELOPMENT PLAT AND THE SURVEY THEREOF.

I ATTEST THE ABOVE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.



CHARLES N. BECKSTROM, P.L.S.  
FOR AND ON BEHALF OF  
ENGINEERING SERVICE COMPANY

### ADVICE

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

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITTS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 184-508 OF THE COLORADO REVISED STATUTES.

### TITLE VERIFICATION

WE FIDELITY NATIONAL TITLE INSURANCE COMPANY, A QUALIFIED TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

FIDELITY NATIONAL TITLE INSURANCE COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

### NOTARY

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

### TOWN COUNCIL

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, FOR FILING. SUBJECT TO THE CONDITIONS SET FORTH BY THE TOWN COUNCIL, THE DEDICATIONS ARE HEREBY ACCEPTED.

THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INCURRED WITH RESPECT TO REQUIRED IMPROVEMENTS FOR ALL UTILITY SERVICES, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, SIDEWALKS, ROAD LIGHTING, ROAD SIGNS, FLOOD PROTECTION DEVICES, DRAINAGE STRUCTURES AND ALL OTHER IMPROVEMENTS THAT MAY BE REQUIRED SHALL BE THE RESPONSIBILITY OF THE SUBDIVIDER AND NOT THE TOWN OF PARKER. THE RESPONSIBILITY FOR MAINTAINING PRIVATE ROADS, INCLUDING THE REMOVAL OF SNOW ACCUMULATIONS, SHALL BE WITH THE SUBDIVIDER OR HIS OR HER ASSIGNS IN PERPETUITY.

MAYOR, TOWN OF PARKER

ATTEST: \_\_\_\_\_

TOWN CLERK

CLERK AND RECORDER

STATE OF COLORADO ) SS

COUNTY OF DOUGLAS )

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_ A.D., AT \_\_\_\_\_ A.M./P.M. AND

WAS RECORDED AT RECEPTION NUMBER \_\_\_\_\_.

COUNTY CLERK AND RECORDER

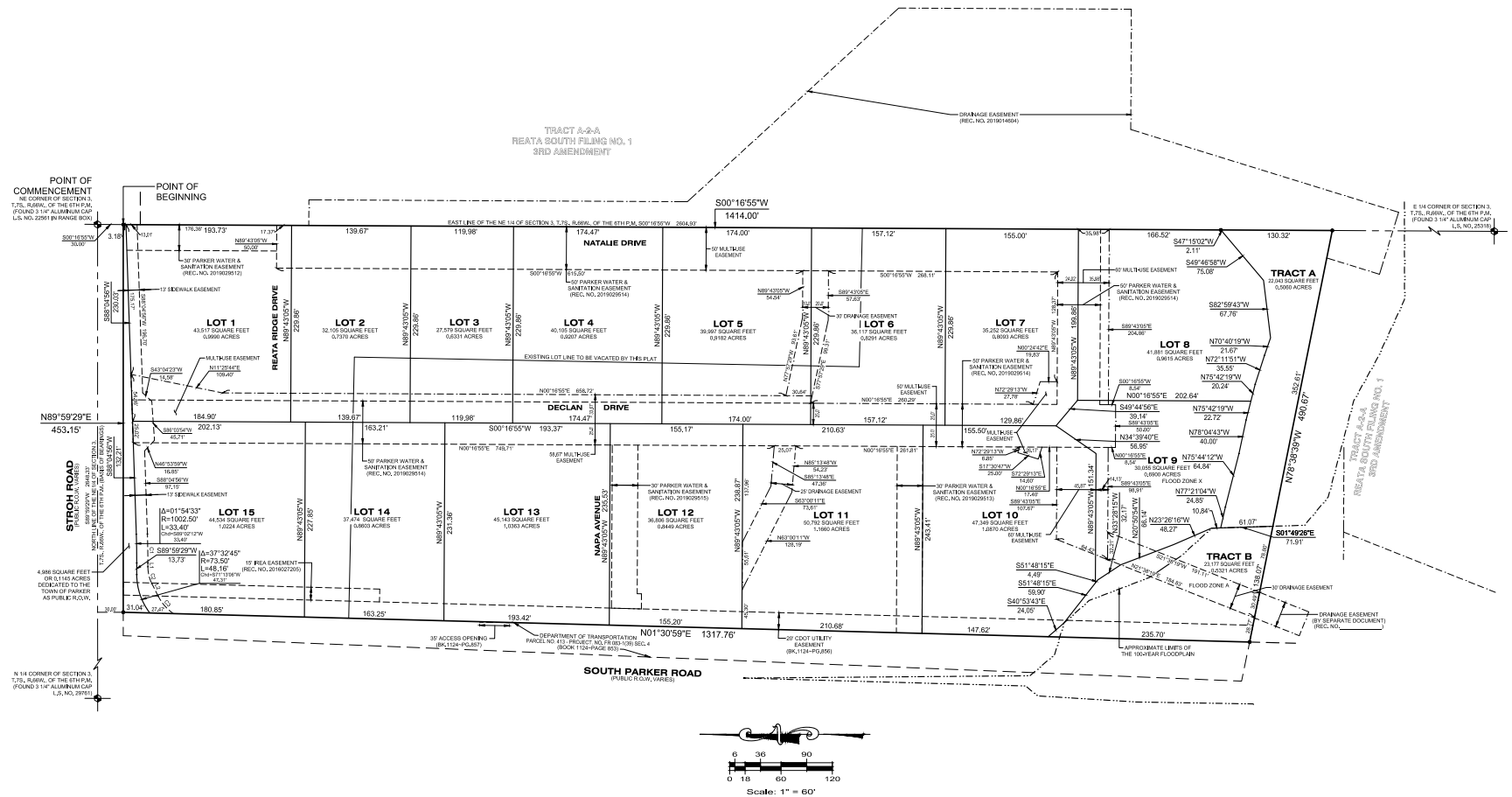




A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.  
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO  
15 LOTS  
14.6674 ACRES

**SHEET 2 OF 3**

**SHEET 2 OF 3**



| COURSE | DELTA     | RADIUS  | LENGTH | CNDR BEARING | CNDR LENGTH |
|--------|-----------|---------|--------|--------------|-------------|
| G1     | 01°54'33" | 1016.50 | 33.90  | S89°02'12"W  | 33.87       |
| G2     | 26°37'53" | 44.00   | 20.50  | S76°40'32"W  | 20.27       |
| G3     | 28°23'25" | 55.50   | 27.50  | S49°08'53"W  | 27.22       |

| COURSE | BEARING     | LENGTH |
|--------|-------------|--------|
| L1     | S89°59'29"W | 4.50'  |
| L2     | S63°21'30"W | 16.11' |

**LEGEND**

|           |                            |
|-----------|----------------------------|
| —————     | PLAT BOUNDARY LINE         |
| — — — — — | ADJACENT LOT/PARCEL LINES  |
| — · — · — | SECTION LINE               |
| —————     | NEW LOT LINE               |
| — · — · — | EXISTING EASEMENT LINE     |
| — · — · — | NEW GENERAL EASEMENT LINE  |
| — · — · — | NEW DRAINAGE EASEMENT LINE |

|          |                                                                                  |
|----------|----------------------------------------------------------------------------------|
| -----    | NEW XCEL EASEMENT LINE                                                           |
| -----    | THE 100-YEAR FLOODPLAIN                                                          |
| R.O.W.   | RIGHT-OF-WAY                                                                     |
| L.S. NO. | LAND SURVEYOR NUMBER                                                             |
| BK. PG.  | BOOK AND PAGE                                                                    |
| ●        | SECTION CORNER                                                                   |
| ●        | SET 3/4"x30" REBAR & 2" ALUMINUM<br>CAP L.S. NO. 33292<br>UNLESS OTHERWISE FOUND |



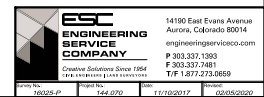
EASEMENT DIMENSION NOTES

1. ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.  
2. REFER TO SHEET 3 FOR ADDITIONAL EASEMENT DEDICATIONS AND DIMENSIONS.

NOTES

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN ANY EVENT, ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-6508 OF THE COLORADO REVISED STATUTES.



# PARKER POINTE SUBDIVISION FILING NO. 1

A PART OF THE NE 1/4 OF SECTION 3, T.7S., R.66W., OF THE 6TH P.M.

TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

15 LOTS

14,6674 ACRES

ADDITIONAL EASEMENT DEDICATIONS  
SHEET 3 OF 3

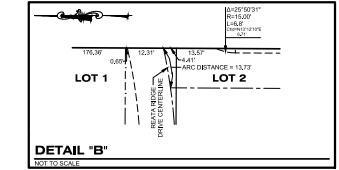
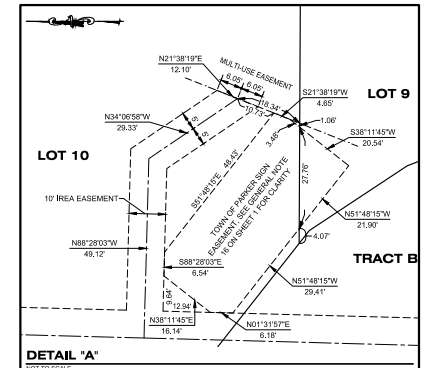
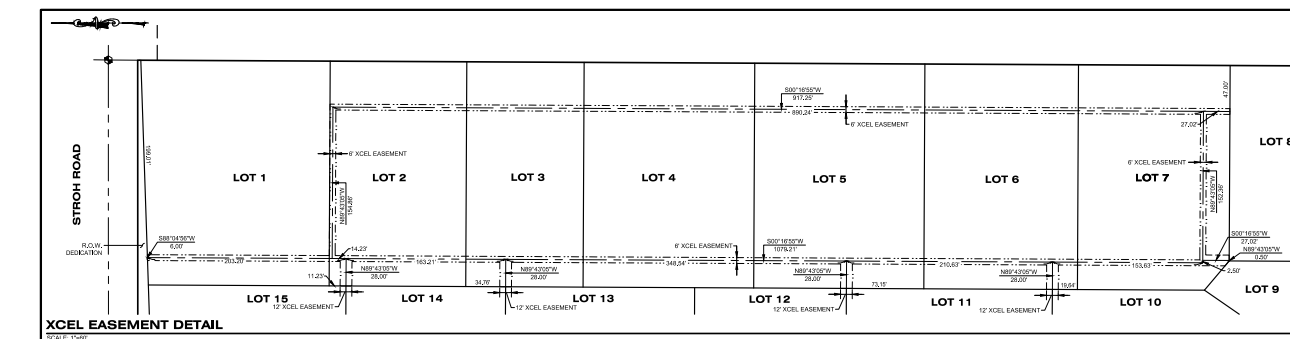
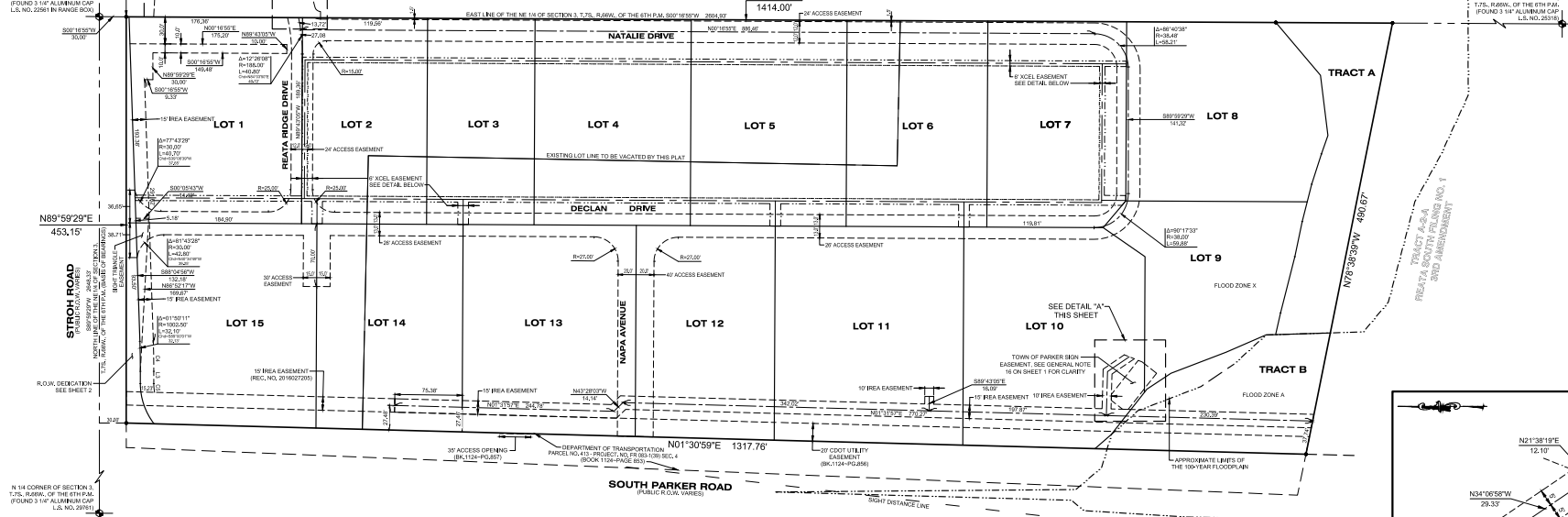
TRACT A-A  
REATA SOUTH FILING NO. 1  
3RD AMENDMENT

POINT OF  
COMMENCEMENT  
NE CORNER OF SECTION 3,  
T.7S., R.66W., OF THE 6TH P.M.  
(FOUND 3 1/4" ALUMINUM CAP  
L.S. NO. 2581 IN RANGE BOOK)

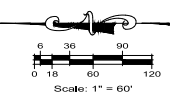
POINT OF  
BEGINNING  
SEE DETAIL "B"  
THIS SHEET

S00°16'55"W  
1414.00'

E 1/4 CORNER OF SECTION 3,  
T.7S., R.66W., OF THE 6TH P.M.  
(FOUND 3 1/4" ALUMINUM CAP  
L.S. NO. 2581)



| LEGEND                         |                                                                                |
|--------------------------------|--------------------------------------------------------------------------------|
| — PLAT BOUNDARY LINE           | --- NEW XCEL EASEMENT LINE                                                     |
| --- ADJACENT LOT/PLAT LINES    | --- THE 100-YEAR FLOODPLAIN                                                    |
| --- SECTION LINE               | --- RIGHT-OF-WAY                                                               |
| --- NEW LOT LINE               | --- LAND SURVEYOR NUMBER                                                       |
| --- EXISTING EASEMENT LINE     | --- BOOK AND PAGE                                                              |
| --- NEW GENERAL EASEMENT LINE  | --- SECTION CORNER                                                             |
| --- NEW DRAINAGE EASEMENT LINE | --- SET 3/4"X3/4" REBAR & 2" ALUMINUM CAP L.S. NO. 3335 UNLESS OTHERWISE FOUND |



| CURVE DATA TABLE |             |
|------------------|-------------|
| COURSE           | BEARING     |
| 1                | S00°16'55"W |
| 2                | S00°16'55"W |
| 3                | S00°16'55"W |
| 4                | S00°16'55"W |
| 5                | S00°16'55"W |
| 6                | S00°16'55"W |
| 7                | S00°16'55"W |
| 8                | S00°16'55"W |
| 9                | S00°16'55"W |
| 10               | S00°16'55"W |
| 11               | S00°16'55"W |
| 12               | S00°16'55"W |
| 13               | S00°16'55"W |
| 14               | S00°16'55"W |
| 15               | S00°16'55"W |

| LINE DATA TABLE |             |
|-----------------|-------------|
| COURSE          | BEARING     |
| 1               | S00°16'55"W |
| 2               | S00°16'55"W |
| 3               | S00°16'55"W |
| 4               | S00°16'55"W |
| 5               | S00°16'55"W |
| 6               | S00°16'55"W |
| 7               | S00°16'55"W |
| 8               | S00°16'55"W |
| 9               | S00°16'55"W |
| 10              | S00°16'55"W |
| 11              | S00°16'55"W |
| 12              | S00°16'55"W |
| 13              | S00°16'55"W |
| 14              | S00°16'55"W |
| 15              | S00°16'55"W |



EASEMENT DIMENSION NOTES  
1. ALL EASEMENT DIMENSIONS ARE CENTERLINE DIMENSIONS UNLESS SHOWN OTHERWISE.  
2. REFER TO SHEET 2 FOR ADDITIONAL EASEMENT DEDICATIONS AND LOT DIMENSIONS WITH LOT AREAS.  
3. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN EVENT ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.  
ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFEATS ANY PUBLIC LAND SURVEY MONUMENT, LAND BOUNDARY MONUMENT, OR ACCESSORY CORNER A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 10-6-08 OF THE COLORADO REVISED STATUTES.

**ESC**  
ENGINEERING  
SERVICE  
COMPANY  
Creative Solutions Since 1984  
14100 East Evans Avenue  
Aurora, Colorado 80014  
engineers@escservices.com  
P 303.337.1393  
F 303.337.7481  
T 1.877.273.6869

# EXHIBIT C

## PUBLIC IMPROVEMENTS OPINION OF PROBABLE COSTS

### PARKER POINTE DEVELOPMENT

8/31/2018

| No.                                         | Description                               | Quantity | Unit | Unit Cost    | Total Cost             |
|---------------------------------------------|-------------------------------------------|----------|------|--------------|------------------------|
| <b>Earthwork</b>                            |                                           |          |      |              |                        |
|                                             | Detention Pond Grading                    | 48000    | CY   | \$ 7.00      | \$ 336,000.00          |
|                                             | Import / Export                           | 0        | CY   | \$ 15.00     | \$ -                   |
|                                             | Detention Pond Topsoil                    | 1540     | CY   | \$ 2.00      | \$ 3,080.00            |
|                                             | Earthwork Subtotal                        |          |      | =            | \$ 339,080.00          |
| <b>Drainage and Stormwater Improvements</b> |                                           |          |      |              |                        |
|                                             | 18" RCP                                   | 327      | LF   | \$ 65.00     | \$ 21,255.00           |
|                                             | 21" RCP                                   | 150      | LF   | \$ 75.00     | \$ 11,250.00           |
|                                             | 24" RCP                                   | 172      | LF   | \$ 85.00     | \$ 14,620.00           |
|                                             | 30" RCP                                   | 278      | LF   | \$ 110.00    | \$ 30,580.00           |
|                                             | 36" RCP                                   | 1133     | LF   | \$ 135.00    | \$ 152,955.00          |
|                                             | 42" RCP                                   | 641      | LF   | \$ 150.00    | \$ 96,150.00           |
|                                             | 5' DIA MANHOLE                            | 8        | EA   | \$ 2,750.00  | \$ 22,000.00           |
|                                             | 6' DIA MANHOLE                            | 6        | EA   | \$ 3,500.00  | \$ 21,000.00           |
|                                             | 5' TYPE R INLET                           | 4        | EA   | \$ 7,000.00  | \$ 28,000.00           |
|                                             | 10' TYPE R INLET                          | 2        | EA   | \$ 12,000.00 | \$ 24,000.00           |
|                                             | 18" RCP PLUG                              | 14       | EA   | \$ 500.00    | \$ 7,000.00            |
|                                             | 18" FES                                   | 1        | EA   | \$ 750.00    | \$ 750.00              |
|                                             | 36" FES W/ JOINT RESTRAINTS               | 2        | EA   | \$ 1,750.00  | \$ 3,500.00            |
|                                             | 42" FES W/ JOINT RESTRAINTS               | 1        | EA   | \$ 2,000.00  | \$ 2,000.00            |
|                                             | TYPE M RIPRAP                             | 64       | CY   | \$ 90.00     | \$ 5,760.00            |
|                                             | TYPE L RIPRAP                             | 395      | CY   | \$ 90.00     | \$ 35,550.00           |
|                                             | TYPE II BEDDING                           | 400      | TN   | \$ 70.00     | \$ 28,000.00           |
|                                             | CONCRETE TRICKLE PAN                      | 165      | LF   | \$ 110.00    | \$ 18,150.00           |
|                                             | CLASS 6 ROAD BASE                         | 200      | TN   | \$ 60.00     | \$ 12,000.00           |
|                                             | CONCRETE OVERFLOW WALL                    | 72       | CY   | \$ 200.00    | \$ 14,400.00           |
|                                             | OUTLET STRUCTURE                          | 1        | EA   | \$ 40,000.00 | \$ 40,000.00           |
|                                             | Storm Drainage Subtotal                   |          |      | =            | \$ 588,920.00          |
| <b>Roadway</b>                              |                                           |          |      |              |                        |
|                                             | ASPHALT PAVEMENT -STROH ROAD              | 1033     | SY   | \$ 40.00     | \$ 41,320.00           |
|                                             | ASPHALT PAVEMENT - INTERIOR DRIVES        | 8887     | SY   | \$ 30.00     | \$ 266,610.00          |
|                                             | CONCRETE PAVEMENT - PARKER ROAD           | 7058     | SF   | \$ 6.50      | \$ 45,877.00           |
|                                             | SAWCUT                                    | 2032     | LF   | \$ 5.00      | \$ 10,160.00           |
|                                             | CONCRETE CROSSSPAN                        | 2365     | SF   | \$ 6.00      | \$ 14,190.00           |
|                                             | CURB & GUTTER                             | 906      | LF   | \$ 18.00     | \$ 16,308.00           |
|                                             | SIDEWALK                                  | 6334     | SF   | \$ 3.50      | \$ 22,169.00           |
|                                             | ACCESIBLE RAMPS                           | 9        | EA   | \$ 650.00    | \$ 5,850.00            |
|                                             | Street Improvements Subtotal              |          |      | =            | \$ 422,484.00          |
| <b>Striping</b>                             |                                           |          |      |              |                        |
|                                             | STRIPING                                  | 1        | LS   | \$ 20,000.00 | \$ 20,000.00           |
|                                             | Striping Subtotal                         |          |      | =            | \$ 20,000.00           |
| <b>Signage</b>                              |                                           |          |      |              |                        |
|                                             | GROUND SIGNS                              | 68       | EA   | \$ 350.00    | \$ 23,800.00           |
|                                             | Signage Subtotal                          |          |      | =            | \$ 23,800.00           |
|                                             | <b>Public Improvement Subtotal</b>        |          |      | =            | <b>\$ 1,394,284.00</b> |
|                                             | Construction Contingency (10%)            |          |      | =            | \$ 139,428.40          |
|                                             | Modilization (5%)                         |          |      | =            | \$ 69,714.20           |
|                                             | Surveying (3%)                            |          |      | =            | \$ 41,828.52           |
|                                             | Construction Management and Testing (12%) |          |      | =            | \$ 167,314.08          |
|                                             | <b>Public Improvement Total</b>           |          |      | =            | <b>\$ 1,812,569.20</b> |
|                                             | <b>Security at 110%</b>                   |          |      | =            | <b>\$ 1,993,826.12</b> |

Prepared Under the Direct Supervision of  
 Jerry W. Davidson, P.E.  
 Colorado Registration # 30226  
 For and on behalf of  
 Perception Design Group, Inc.

**EXHIBIT D**

**FORM – IRREVOCABLE LETTER OF CREDIT**

Issuing Bank's Letterhead

Irrevocable Letter of Credit

Issuing Bank: [Type in bank name.]

Letter of Credit No.: [Type LOC number.]

Amount: [Type in aggregate amount.]

Issuance Date: [Type LOC issuance date.]

Expiry Date: [Type LOC expiration date.]

Name of Developer: [Type in name of developer.]

Town of Parker

20120 East Mainstreet

Parker, Colorado 80138

Attention: Mayor and Town Attorney

Ladies and Gentlemen:

We hereby establish this Irrevocable Letter of Credit in your favor for an amount up to the aggregate sum of \$\_\_\_\_\_ U.S. Dollars.

Funds under this credit are available to you by your draft or drafts drawn at sight on us containing the number of this Letter of Credit, as set forth above, in the Form of Sight Draft attached hereto as **Exhibit 1** and incorporated by this reference. Partial drawings are permitted. The amount of the funds available under this Letter of Credit may not be reduced, except by payment of drafts drawn hereunder, or pursuant to written authorization given to us by the Town. The sole condition for payment of any draft under this Letter of Credit is that the draft be accompanied by a letter, on the Town's letterhead, signed by the Mayor or designee, stating that one or more of the following conditions exist:

a. The Town has determined that the Developer is in default of its obligations under that certain [type in "agreement" or "permit"], to secure the performance of the [type in the name of the agreement, such as "Subdivision Improvements Agreement between the Town and Developer" and the name of the project, or "Development Agreement between the Town and Developer" and the name of the project] or [for permit, type in the name of the project];

or

b. That the expiry date of this Irrevocable Letter of Credit is less than fourteen (14) days from the date of the Mayor or designee's letter and the Developer has not provided the Town with a replacement letter of credit in an amount and form acceptable to the Town to secure the performance of the [type in name of the agreement] or [for permit, type in the name of the project] described herein.

Drafts for payment by the Town, pursuant to this Letter of Credit, shall be deemed timely presented if, prior to the date of expiration of the Letter of Credit, the draft is deposited in the U.S. mail or otherwise delivered for transmission by any other usual means of communication

We hereby agree with the Town that such drafts will be processed in good faith and duly honored, upon presentation to us, as provided herein. In case of wrongful dishonor, we agree to reimburse the Town for all court costs, investigative costs and reasonable attorneys fees the Town may incur in obtaining payment, according to the terms of this Letter of Credit. This Letter of Credit shall be governed by and construed in accordance with the laws of the State of Colorado. We further agree that the exclusive venue for any action concerning this Letter of Credit shall be the District Court for Douglas County, Colorado.

Print Name \_\_\_\_\_  
**[Signature Must Be Notarized]**

SEAL \_\_\_\_\_  
Notary Public

**EXHIBIT 1**

**FORM OF SIGHT DRAFT**

[*Name of Issuing Bank*]  
[*Address of Issuing Bank*]

Date: \_\_\_\_\_

At sight, pay to the order of Town of Parker \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), for value received and charge to the account of [*name of Developer*].

Drawn under Letter of Credit No. \_\_\_\_\_, dated \_\_\_\_\_ [*type in  
letter of credit issuance date*].

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
Town of Parker

# PARKER POINTE DEVELOPMENT

LANDSCAPE IMPROVEMENTS OPINION OF PROBABLE COSTS

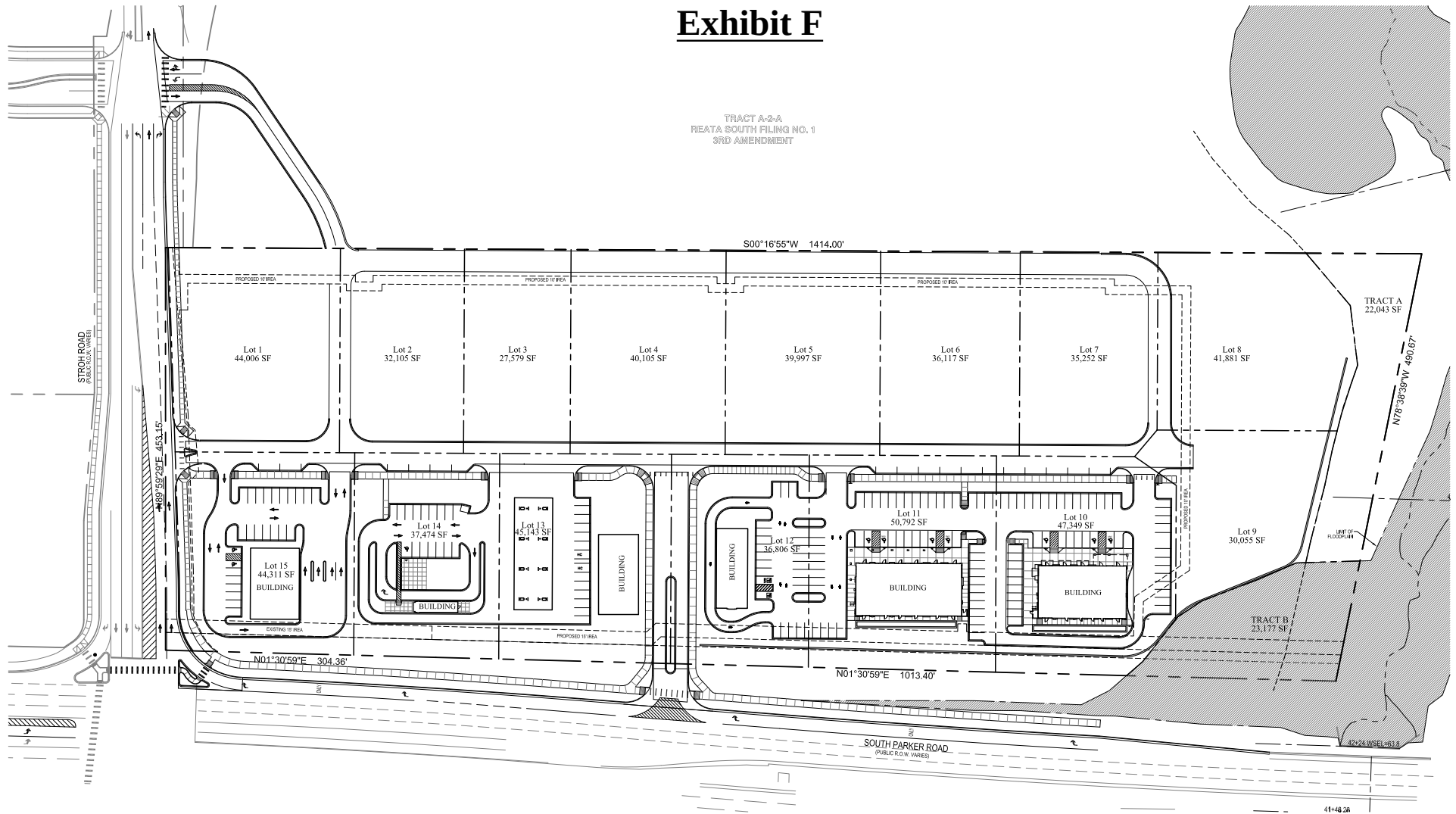
10/26/2018

| Size Item/Description                                    | Quant.                 | Unit | Cost      | Total     |
|----------------------------------------------------------|------------------------|------|-----------|-----------|
| Landscape Improvements                                   |                        |      |           |           |
| Landscape Tree Mitigation                                | 1                      | LS   | 17,650.00 | \$ 17,650 |
| Deciduous Shade Trees - 2-1/2" cal. B&B                  | 36                     | EA   | 650.00    | \$ 23,400 |
| Deciduous Orn Trees - 1.5" cal. B&B                      | 25                     | EA   | 450.00    | \$ 11,250 |
| Evergreen Trees - 6' ht. B&B                             | 19                     | EA   | 500.00    | \$ 9,500  |
| Shrubs - 5 gal (Including Amend. & Soil Prep)            | 269                    | EA   | 35.00     | \$ 9,415  |
| Ornamental grasses - 1 gal.                              | 249                    | EA   | 16.00     | \$ 3,984  |
| Perennials - 1 gal.                                      | 246                    | EA   | 14.00     | \$ 3,444  |
| Turf Type Tall Fescue Sod (Including Amend. & Soil Prep) | 14,193                 | SF   | 1.50      | \$ 21,290 |
| Native Seed (Including Amendment & Soil Prep)            | 47,106                 | SF   | 0.35      | \$ 16,487 |
|                                                          | Subtotal \$            |      |           | 116,420   |
|                                                          | 9% General Conditions  |      |           | \$ 10,478 |
|                                                          | 6% Project Contingency |      |           | \$ 7,614  |
| TOTAL LANDSCAPE IMPROVEMENTS                             |                        |      | \$        | 134,511   |
| Site Improvements                                        |                        |      |           |           |
| Steel Edging (6" x 12 Gauge Galv. Edging)                | 1,145                  | LF   | 5.00      | \$ 5,725  |
| Boulders - 1/2 to 1 ton                                  | 19                     | TON  | 300.00    | \$ 5,700  |
| Shredded Cedar Mulch                                     | 5                      | CY   | 52.00     | \$ 260    |
| River Rock/Cobble                                        | 10,520                 | SF   | 1.75      | \$ 18,410 |
| Weed Barrier Fabric                                      | 10,520                 | SF   | 0.25      | \$ 2,630  |
|                                                          | Subtotal \$            |      |           | 32,725    |
|                                                          | 9% General Conditions  |      |           | \$ 2,945  |
|                                                          | 6% Project Contingency |      |           | \$ 2,140  |
| TOTAL SITE IMPROVEMENTS                                  |                        |      | \$        | 37,810    |
| Irrigation Improvements                                  |                        |      |           |           |
| Turf Type Tall Fescue Sod w/ Irigation System            | 14,193                 | SF   | 1.50      | \$ 21,290 |
| Temp Irrigated Native w/ Irigation System                | 47,106                 | SF   | 1.25      | \$ 58,883 |
| Planting Beds w/ Drip Irrigation                         | 10,520                 | SF   | 1.25      | \$ 13,150 |
|                                                          | Subtotal \$            |      |           | 93,322    |
|                                                          | 9% General Conditions  |      |           | \$ 8,399  |
|                                                          | 6% Project Contingency |      |           | \$ 6,103  |
| TOTAL IRRIGATION IMPROVEMENTS                            |                        |      | \$        | 107,824   |
| TOTAL IMPROVEMENTS \$ 280,146                            |                        |      |           |           |



# Exhibit F

TRACT A-2-A  
REATA SOUTH FILING NO. 1  
3RD AMENDMENT



**INTENT STATEMENT:**  
THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH GENERAL BUILDING LOCATIONS AND GENERAL MITIGATION TECHNIQUES FOR DRIVE THROUGH AND PARKING LOCATIONS. ALL INDIVIDUAL SITE PLANS WILL NEED TO MEET THE REQUIREMENTS OF THE TOWN, WHICH MAY INCLUDE MODIFICATIONS FROM THIS EXHIBIT.

**GENERAL NOTES:**  
1. DRIVE THROUGH LANES WILL BE SCREENED WITH WALLS OR LANDSCAPING, AND CANOPY FEATURES THAT EXTEND ACROSS THE DRIVE THROUGH LANE FOR THE ENTIRETY OF THE BUILDING.

**PARKER POINTE  
CONCEPTUAL SITE PLAN EXHIBIT**  
JULY 20, 2018  
SCALE: 1" = 50'-0"





## Request for Town Council Action

**Date:** April 6, 2020

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

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **F & K SUBDIVISION, MOST OF LOT 2-PARKER  
ANIMAL HOSPITAL - Use by Special Review (To be  
Continued to 4/20/20)**

**Applicant:** Omni Building Corporation for Hayes  
and Bigbee LLC

**Location:** 10225 Parker Road

**Department:** Community Development, Carolyn  
Parkinson

**TRAKiT No.:** Z19-025

### EXECUTIVE SUMMARY

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The subject property is located on the west side of Parker Road between Parkglenn Way to the north and Mountain Man Drive to the south. It contains an existing business, Parker Animal Hospital, that plans to expand their facility and the services offered. The applicant has submitted a Use by Special Review (UbSR) application to obtain approval for the boarding and daycare of dogs and cats within the existing building on the property.

The Planning Commission will hold a public hearing on the UbSR application on April 9, 2020, and make a recommendation to the Town Council at that time.

### STAFF RECOMMENDATION

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Approve with Conditions

### BACKGROUND/DISCUSSION

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Parker Animal Hospital is proposing to add an additional use to their existing veterinary practice. The new use will be a boarding and daycare facility for dogs and cats. The existing animal hospital is located on the upper/main level of the current building with the client entrance facing east. The boarding and daycare facility would be located on the lower level of

the building that is not being actively used. This new use would require a renovation of the existing lower level space to properly house animals. The entrance for the lower level will be on the west side of the building.

The proposed boarding and daycare facility will primarily utilize existing interior space in the building but also add a fenced outdoor exercise area and a new parking lot to serve the facility. The new outdoor exercise area and parking lot will be located on the western side of the building. This area is screened from Parker Road by the existing building and is proximate to adjacent commercial and light industrial uses. The applicant also proposes limited exterior alterations to the rear elevation of the existing building.

The presence of on-site veterinarians will make Parker Animal Hospital's proposed boarding and daycare facility for cats and dogs unique. The veterinarians will be on-site during working hours as well as on-call for any potential emergencies that boarded animals may experience. According to the applicant, this level of veterinary supervision is not currently found within a 10-mile radius of Parker Animal Hospital. In addition, there are few facilities in the Town that will accept chronically ill or older animals for boarding. This may be a burden to residents who require this type of service and the proposed facility will address this need.

The Planning Commission Staff Report at p. 4 summarizes the proposal as it relates to the Parker 2035 Master Plan and concludes that it is consistent with the Master Plan. The Staff Report at p. 7 also analyzes the proposal against the 9 Criteria for the Approval of a Use by Special Review found at Subsection 13.04.200(b) of the Land Development Ordinance and finds that the applicant has satisfied the criteria for approval.

Parker Animal Hospital has also submitted Site Plan application for the proposed exterior improvements. This application is under review and will be approved administratively if the Town Council approves the Use by Special Review application and the Plan complies with Town codes and standards.

The applicant also applied for their Pet Animal Care Facilities Act (PACFA) license on February 11, 2020, and is waiting for approval.

#### **FINANCIAL IMPACT**

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None

#### **STRATEGIC GOAL(S)**

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#### **ATTACHMENTS**

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1. PC Staff Report Z19-025 F & K Subdivision L2

#### **RECOMMENDED MOTION**

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**I move to approve the Use by Special Review to allow the boarding and daycare of dogs and cats at the site of the existing Parker Animal Hospital, subject to the five (5) conditions in the Planning Commission staff report:**

1. The Use by Special Review Project Narrative and Nine (9) Criteria document submitted to the Community Development Department on March 11, 2020, shall be the approved Use by Special Review materials.
2. Operations at the facility shall comply with the Operational Information document uploaded on February 17, 2020.
3. A building permit shall be required for any interior or exterior work completed on site.
4. A Pet Animal Care Facilities Act (PACFA) license is required. The use shall be in compliance with all PACFA requirements at all times.
5. This approval shall expire twelve (12) months after the date of approval unless a grading or building permit has been issued. The Community Development Director, upon written request, may grant a ninety-(90) day extension.



## **Planning Commission Staff Report**

**Planning Commission Date:** 3/26/2020

**Town Council Date:** 4/6/2020

**Hearing Type:** Public Hearing  
F & K SUBDIVISION, MOST OF LOT 2 -PARKER  
ANIMAL HOSPITAL – Use by Special Review  
TRAKiT No.: Z19-025

**Location:** 10225 S Parker Road  
Located on the west side of Parker Road south of  
Parkglenn Way

**Project Planner:** Carolyn Parkinson, Planner

**Applicant:** Omni Building Corp – Nicque Conley  
Hayes and Bigbee LLC (Owners)

**Executive Summary:** The applicant is requesting a Use by Special Review to allow boarding of dogs and cats on the site of the existing Parker Animal Hospital.

**Staff Recommendation:** Approval with Conditions

### **RECOMMENDED MOTION**

***“I move the Planning Commission recommend Town Council approve the Use by Special Review to allow boarding of dogs and cats at the site of the existing Parker Animal Hospital, subject to the five (5) conditions contained in staff’s report:”***

- 1. That the Use by Special Review Project Narrative and Nine Criteria document submitted to the Community Development Department on March 11, 2020, shall be the approved Use by Special Review materials.*
- 2. Operations at the facility shall comply with the ‘Operational Information’ document uploaded on February 17, 2020.*
- 3. A building permit shall be required for any interior or exterior work completed on site.*
- 4. A Pet Animal Care Facilities Act (PACFA) license is required. The use shall be in compliance with all (PACFA) requirements at all times.*

5. *This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for. The Community Development Director, upon written request, may grant a ninety-(90) day extension.*

#### **ALTERNATIVE MOTIONS**

*“I move that the Planning Commission recommend that Town Council approve the <insert request>.”*

*“I move that the Planning Commission recommend that Town Council deny the <insert request> as the request does not meet the following approval criteria:”*

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

*“I move that the Planning Commission vote to continue the <insert request> to a future date.”*

## **I. BACKGROUND/DISCUSSION**

Parker Animal Hospital is proposing to add an additional use to their existing animal hospital. The new use will be dog and cat boarding and daycare. The existing hospital use takes place on the upper/main level of the current building with the client entry facing east. The boarding and daycare facilities would be located on the lower level of the building which is not currently being actively used. This new use would require a renovation of the lower level existing space to properly house animals. The entrance for this lower level would be on the west side of the building.

This proposal includes no additional structures but will add fenced outdoor kennels and a new parking lot to serve the boarding facility. Both the new parking lot and the outdoor "exercise" areas will be located on the western side of the building adjacent to light industrial and commercial uses. This area is hidden from view from Parker Road as it is located behind the building. Some exterior changes to the rear façades will be needed. A site plan amendment is under review.

On site veterinarians will make Parker Animal Hospital's boarding and day play facility unique. Veterinarians will be on site during working hours as well as on-call for any potential emergencies that boarded animals may experience. This level of veterinary supervision is not currently found within a 10-mile radius of Parker Animal Hospital. Additionally, few locations in the Parker area will accept chronically ill or elderly animal patients for boarding. This severely restricts pet owners who struggle to find adequate and expert pet care when traveling.

The Pet Animal Care Facilities Act (PACFA) licensure was applied for by Hayes and Bigbee LLC on February 11, 2020, and is pending approval.





## **II. PRIOR ACTIONS**

| Date      | Action                                                                                                                                            |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.23.2011 | The subject property was annexed and zoned Progress Lane Area Planned Development in 2011 as a part of larger annexation and zoning applications. |

## **III. CURRENT SITE DATA**

|                  |                                                        |                          |                                            |
|------------------|--------------------------------------------------------|--------------------------|--------------------------------------------|
| Existing Zoning  | PD - Planned Development                               |                          |                                            |
| Overlay District | N/A                                                    |                          |                                            |
| PD & Plan Area   | <a href="#">Progress Lane Area Planned Development</a> |                          |                                            |
| Master Plan Area | Central Commercial                                     |                          |                                            |
| Site Acreage     | 1.049 Acres                                            |                          |                                            |
| Subdivision      | F & K Subdivision                                      |                          |                                            |
| Existing Use     | Parker Animal Hospital                                 |                          |                                            |
| Surrounding Uses |                                                        |                          |                                            |
|                  | Master Plan Land Use                                   | Zoning                   | Existing Use                               |
| North            | Central Commercial                                     | PD - Planned Development | Commercial – Car wash and U Haul Storage   |
| South            | Central Commercial                                     | C - Commercial District  | Commercial- Multi Tennant                  |
| East             | Central Commercial                                     | C - Commercial District  | Commercial – MOB and Charter School        |
| West             | Light Industrial                                       | PD - Planned Development | Light Industrial – Manufacture and Parking |

## **IV. PARKER 2035 MASTER PLAN**

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

| MASTER PLAN CONSISTENCY                 |                                                                                                                                                                                                                                                                    |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Master Plan Designation</b>          | Choose an item.<br><input checked="" type="checkbox"/> <b>Consistent</b> <input type="checkbox"/> <b>Inconsistent</b>                                                                                                                                              |
| <b>Master Plan Character Discussion</b> | This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate.           |
| <b>Consistent Goals/Strategies</b>      | <a href="#">Land Use 1.C</a><br><a href="#">Jobs and Economic Vitality 2.A</a><br><a href="#">Jobs and Economic Vitality 2.C</a><br><a href="#">Jobs and Economic Vitality 6.A</a>                                                                                 |
| <b>Inconsistent Goals/Strategies</b>    | <b>None</b>                                                                                                                                                                                                                                                        |
| <b>Staff Analysis</b>                   | The subject property is located within the Central Commercial Character Area of the Town's Master Land Use Plan. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road, uses in this Character Area should include retail, |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>services, offices, lodging, restaurants and entertainment.</p> <p>The site, along with the adjacent properties, provide a variety of commercial uses that benefit the residents of the Town as well as the larger clientele that utilize these main transportation corridors.</p> <p>Approval of this Use by Special Review is consistent with the goals and strategies of the Master Plan to encourage and support local businesses and provide the mechanism for the expansion of needed infrastructure, physical amenities, and other services.</p> <p>Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan.</p> |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## **OTHER MASTER PLANNING DOCUMENTS**

| <b>OTHER PLANNING DOCUMENTS CONSISTENCY</b>                |                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Other Planning Documents</b>                            | Parker Road Corridor Plan                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Policies/Guidelines/Strategies</b>                      | N/A                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Parker Road Corridor Plan Character Area Discussion</b> | This parcel is located in the Central Sub Area which should include a mix of attractive commercial and employment-based land uses that fit with the smaller parcels of the area. This area should encourage supportive commercial and daily service uses that are not dependent on access from Parker Road.                                                                                |
| <b>Consistency Review</b>                                  | <input type="checkbox"/> Consistent <input type="checkbox"/> Inconsistent <input checked="" type="checkbox"/> N/A                                                                                                                                                                                                                                                                          |
| <b>Staff Analysis</b>                                      | This application predates the adoption of the Parker Road Corridor Plan (the Plan). The parcel is located in the area identified as High Value Frontage, which is contemplated to provide opportunities for significant redevelopment opportunities in the medium to long term. The proposed Use by Special Review does not preclude any recommendations of the Parker Road Corridor Plan. |

## **V. LAND DEVELOPMENT ORDINANCE**

| <b>ZONING CONSISTENCY - UBSR</b> |                                                                                                                                                                                                                                                                                                          |                                                                                                                                      |                                                                                                                         |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Provisions</b>                | <b>Existing/Required</b>                                                                                                                                                                                                                                                                                 | <b>Proposed</b>                                                                                                                      | <b>Analysis</b>                                                                                                         |
| <b>Setbacks</b>                  | Front (Parker Road) – 40-feet<br>Side – 20-feet<br>Rear – 20-feet                                                                                                                                                                                                                                        | Front (Parker Road) – 131.6-feet<br>Side – 69.2-feet and 14.9-feet (legally nonconforming)<br>Rear – 154.5-feet                      | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Density</b>                   | N/A.                                                                                                                                                                                                                                                                                                     | N/A. The proposal is for nonresidential use.                                                                                         | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Height/Stories</b>            | 50-foot maximum                                                                                                                                                                                                                                                                                          | 22.6-feet                                                                                                                            | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Lot Size</b>                  | N/A.                                                                                                                                                                                                                                                                                                     | 1.049 acres                                                                                                                          | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Lot Coverage</b>              | N/A.                                                                                                                                                                                                                                                                                                     | .059                                                                                                                                 | <input type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input checked="" type="checkbox"/> N/A |
| <b>Landscaping</b>               | <a href="#">Title 13.06.070</a>                                                                                                                                                                                                                                                                          | Staff has evaluated the landscape plan as a part of the site plan amendment and determined the landscape requirements have been met. | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Off-Street Parking</b>        | <a href="#">Title 13.06.050</a>                                                                                                                                                                                                                                                                          | Staff has evaluated the parking as a part of the site plan amendment and determined the parking requirements have been met.          | <input checked="" type="checkbox"/> Consistent<br><input type="checkbox"/> Inconsistent<br><input type="checkbox"/> N/A |
| <b>Staff Analysis</b>            | No new structures are proposed as a part of this Use by Special Review. The landscape and parking requirements related to this use have been determined to meet the Town’s standards as a part of the site plan amendment application. The request is in compliance with the Land Development Ordinance. |                                                                                                                                      |                                                                                                                         |

## **VI. APPROVAL CRITERIA**

### **Title 13.04.200.b. Criteria for approval for Uses Permitted by Special Review:**

#### **1. Will be in harmony and compatible with the character of the surrounding areas and neighborhoods.**

##### **Applicant Response**

*The proposed use is in harmony and compatible with the character of the surrounding area. It is surrounded by other commercial properties. This is an existing building that has been there since 1978. The work to be done has minimal impact to the exterior look and feel of the building.*

*The work to the front (upper level) exterior includes upgrades for handicap accessibility (adding striping to the front parking lot, adding an accessible ramp, modifications to the existing steps to comply with accessibility). There will also be new parking lot lighting per Parker guidelines for safety. We will be adding steps from the front of the building to the back to accommodate pedestrian access between the two separate entries.*

*The work to the back of the exterior includes adding new fencing and turf in the dog play areas, a new accessible entry with new small roof canopy to keep rain and snow off the entry sidewalk, new overhead door with a row of glazing to filter light into the dog boarding space and new accessible door to the play area. The new doors will match the character of the existing building. We are also adding parking, including an ADA accessible space to the lower level (back) of the property to access the new dog boarding space. The building is not located adjacent to any residential areas. Overall, the changes that will come with this project will only enhance and beautify the surrounding neighborhood.*

##### **Staff Analysis**

*This is an existing facility that abuts commercial and light industrial uses on three sides. The fourth boundary is adjacent to Parker Road. There are no residential uses adjacent or nearby. Therefore, any impacts related to the proposed use are consistent with other similar impacts of nonresidential development.*

*Staff analysis has determined that the proposed use is compatible with the character of the surrounding areas and neighborhoods and this criterion has been met.*

#### **2. Will be consistent with the Town Master Plan.**

##### **Applicant Response**

*From the Town of Parker Master Plan concerning Revitalization and Economic Vitality:*

*"Parker's goal is to prevent the decline of our mature commercial areas by acting in a proactive manner where possible to prevent these areas from losing their desirability. Retaining and enhancing the vitality of the Town's maturing areas are critical priorities in maintaining the Town's overall economic health."*

*Parker Animal Hospital was constructed long before any of the surrounding businesses were here in Parker. As such, the lot on which it stands and the overall look of this area of Parker Road has a run-down look and feel to it. We are located right in the heart of that "mature commercial" area that needs to be revitalized. The exterior of the building was painted approximately 5 years ago to update the look and bring a more attractive appearance to drivers on Parker Road. We have added new, updated signage on the building and a new freestanding sign will soon be added along Parker Road to let the community know that we are still here after 48 years. Having a business that can proudly display that to the community shows there is a long-term presence in the town that provides evidence of stability and prosperity to new and prospective residents.*

*The "run-down" presentation of the current Animal Hospital's parking lot and surrounding features will be dramatically improved with the addition of a fresh-looking parking lot with a new, wider walk-up entrance to the facility. The Hospital will become ADA-compliant with the addition of proper ramps and separate ADA parking spaces. Landscaping added along the northern and Eastern borders of the property will visually elevate the property in the eyes of the public. Tens of thousands of cars pass this location daily right now and dismiss it as just another building. With the improvements we have planned, this location will soon be an attractive highlight on the North side of town; a distinctive landmark of which the Town and its residents can be proud.*

*We are consistent with the Master Plan. Parker Animal Hospital falls under the Central Commercial District, which says: "The Central Commercial District encompasses the commercial core of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road and current land uses, growth in the Character Area should focus on core retail, services offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses..." The Master Plan also talks about a "full service community that requires a broad range of services and housing opportunities and the importance to locate the more intensive uses at Parker's center and along major highway corridors so that our single family neighborhoods on the periphery retain their family orientation, appearance, and protected open space." The Animal Hospital, plus the addition of animal boarding is a service in demand for the area and the Town of Parker as a whole. They are adding a complimentary service to their existing clinic which is not located adjacent to a residential area. They are adding convenience to their current loyal clients who wish to utilize dog boarding.*

*Another topic of concern that is included in the Master Plan (from Parker residents who participated in the 2012 outreach process is "Vacant Commercial Buildings: Participants believed that the Town should focus on incentivizing property owners to fill their vacant buildings." This is the exact direction the Parker Animal Hospital decided to go. Their existing Basement is vacant and currently under-utilized as it is only used for storage. The owners are proposing a conversion of this space to fill a void in the current availability for animal boarding. This also falls in line with the desire for "controlled growth" outlined in the Master Plan – utilizing existing space rather than a new building or addition at this time. They are also updating the entire site to Town of Parker standards (adding parking lot lighting, a trash enclosure, parking lot, pedestrian access from Parker Road, etc. per our plan submission).*

### **Staff Analysis**

The subject property is located within the Central Commercial Character Area of the Town. Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road, uses in this Character Area should include retail, services, offices, lodging, restaurants and entertainment.

The proposed use is consistent with the goals and strategies in the Master Plan to encourage and support local businesses and provide the mechanism for the expansion of needed infrastructure, physical amenities, and other services. Detailed analysis is provided in Section IV of this staff report. Additionally, this proposal does not preclude any of the recommendation of the Parker Road Corridor Plan as discussed in Section IV of this staff report.

Based on this analysis, staff has determined that the request is consistent with the Parker 2035 Master Plan and this criterion has been met.

### **3. Will not result in an over-intensive use of land.**

#### **Applicant Response**

*The use of the land will not be over-intensive. We are adding landscaping throughout per Town of Parker standards. The dog play area will be artificial turf. We are adding a small paved parking lot at the rear of the property, trash enclosure, and sidewalk to the lower level. A pedestrian path will be added along the northern side of the existing building allowing customers access to both the front and rear access points of the building. Both uses for the building will have ADA access and the Animal Hospital use of the building will now have an ADA space as well as ADA access. Previously no water quality measures existed on this property, a water quality drainage swale (with 4" underdrain) will be installed to treat the minimal increase in imperviousness to the property as well as treat the site as a whole to improve the water quality leaving the property.*

#### **Staff Analysis**

There is no indication from the submitted site plan amendment documents or from referral agencies that the proposed use would result in over-intensive use of the land. Specific site analysis is found in Section V of this staff report

Staff analysis has determined that the proposal is compliant with this criterion.

### **4. Will not have a material adverse effect on community capital improvement programs.**

#### **Applicant Response**

*The owners of Parker Animal Hospital have been in regular contact with members of the P3 group that is directly looking at ways to improve the look and use of the Parker Road corridor in our area over the past year. Those members know of the plans that the Hospital has and have been privy to multiple discussions concerning them. As such, no*

*capital improvements have been communicated that would conflict with the plans of Parker Animal Hospital and this new boarding facility.*

#### **Staff Analysis**

This is an existing building with existing infrastructure and access. No additional improvements or conflicts with planned capital projects were identified by the Town or other referral agencies during review.

Staff analysis has determined that the proposal is compliant with this criterion.

### **5. Will not require a level of community facilities and services greater than that which is available.**

#### **Applicant Response**

*The additional use will not require a level of community facilities and services greater than that which is available. Based on engineering assessments, any additional need for water, electricity, gas, sewage, etc. for this project will not exceed the current abilities and facilities of the Town of Parker. This project will actually work in conjunction with a pending IREA easement project that will reduce power line issues on the western side of our property. We will be adding a modern, efficient switchboard to our building that will increase the safety and efficiency of the local power grid.*

#### **Staff Analysis**

This proposal has been reviewed by all relevant utility providers. No additional facility or service needs have been identified by the Town or other referral agency responses.

Staff analysis has determined that the proposal is compliant with this criterion.

### **6. Will not result in undue traffic congestion or traffic hazards.**

#### **Applicant Response**

*Per our traffic study, the existing animal hospital and proposed remodel would add minimal traffic volume to the surrounding road network. With the proposed remodel the site would see a maximum increase of 9 trips in the AM peak hour and 10 trips in the PM peak hour. Much of the boarding will be support for existing hospital use and would likely not result in the number of trips calculated above. This slight increase in traffic is to exit southbound onto Parker Road. We estimate that the busiest time of the day will be when the daycare facility opens and dogs can be dropped off. At that time of day, that side of Parker Road experiences much lighter traffic than the northbound side. The typical Parker commuter shouldn't even notice any increase in driveway traffic due to the boarding facility.*

#### **Staff Analysis**

The applicant submitted a traffic generation memo that has been reviewed and approved by Town of Parker Engineering. No indications of undue traffic congestion or hazards resulting from the proposed use have been identified by the Town or other referral agency responses.

Staff analysis has determined that the proposal is compliant with this criterion.

## **7. Will not cause significant air, water, or noise pollution.**

### **Applicant Response**

*There will be no significant air, water or noise pollution. Parker Animal Hospital has been in business in this location for 40 years with no prior complaints regarding noise, air, or water issues. We endeavor to operate the new kennel in the same manner with the same stringent standards of care.*

*A more extensive discussion of how we plan on dealing with our pet waste can be found in the Operational Information document.*

*Inspections and licensing by the Colorado Department of Agriculture (under the Pet Animal Care Facilities Act - PACFA) will ensure proper regulations are being followed. With the additional use of outdoor play areas, professional management of any noise will be controlled to the best practices of the industry. A large kennel of 80-100 dogs left unattended can produce between 95-110 decibels. One dog barks at about 60 decibels. The heavy traffic on Parker Rd. can produce a constant 80 decibels. In this case, small groups of 10-15 dogs will be outside the rear of the building playing in their fenced in play yards. They will be supervised constantly by a qualified human attendant and only outside during work hours. Any impact on the immediate area will be negligible regarding noise. In this case of PAH, the possible noise produced by their dog clientele will be kept to a minimum and the Team will be extremely conscious of any barking and how it may or may not disturb neighboring businesses. Any noise produced will not exceed state regulations, referenced below, nor will it produce an environmental noise hazard in the area.*

### *25-12-103 Maximum permissible noise levels*

*(1) Every activity to which this article is applicable shall be conducted in a manner so that any noise produced is not objectionable due to intermittence, beat frequency, or shrillness.*

*Sound levels of noise radiating from a property line at a distance of twenty-five feet or more therefrom in excess of the db(A) established for the following time periods and zones shall constitute prima facie evidence that such noise is a public nuisance:*

*Zone Maximum Sound Level dB(A) 7 am to 7 pm 7pm to 7 am*

*Residential 55 50*

*Commercial 60 55*

*Light Industrial 70 65*

*Industrial 80 75*

*(2) In the hours between 7:00 a.m. and the next 7:00 p.m., the noise levels permitted in subsection (1) of this section may be increased by ten db(A) for a period of not to exceed fifteen minutes in any one-hour period.*

**Staff Analysis**

The site is currently served by the Parker Water and Sanitation District (PWSD). PWSD provides properly treated water and waste water. Pet waste disposal is to be provided by a specialized dog waste removal protocol, which is outlined in the Operations Information document. The applicant has provided an analysis of how the proposal will maintain compliance with state noise requirements.

Staff analysis has determined that the proposal is compliant with this criterion.

**8. Will be adequately landscaped, buffered and screened.**

**Applicant Response**

*Landscaping and fencing are included in the site plan development.*

**Staff Analysis**

Landscaping that will adequately buffer and screen the newly fenced area of the site has been reviewed as a part of the site plan amendment application and determined to meet the Town's requirements.

Staff analysis has determined that the proposal is compliant with this criterion

**9. Will not otherwise be detrimental to the health, safety or welfare of the present or future inhabitants of the Town.**

**Applicant Response**

*The addition of animal boarding will not be detrimental to the health, safety or welfare of the inhabitants of the Town.*

**Staff Analysis**

The impacts created by kennel and pet daycare uses will be minimal if approved subject to the proposed conditions. The applicant will work to ensure pet health and welfare and ensure that the facility will not be detrimental to the health, safety or welfare of present or future inhabitants of the Town.

Staff analysis has determined that the proposal is compliant with this criterion



## **SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS**

| <b>Agency</b>              | <b>Comments</b>                                                                                                                                                                                                                                                            |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Centennial Airport         | No Comment                                                                                                                                                                                                                                                                 |
| Century Link               | No Comment                                                                                                                                                                                                                                                                 |
| Comcast                    | No Response                                                                                                                                                                                                                                                                |
| Comprehensive Planning     | Advisory Comments -The Parker 2035 Master Plan shows this property in the Central Commercial Character Area which allows for a variety of commercial uses. The kenneling of animals may be appropriate in this character area subject to mitigation of off-site nuisances. |
| Economic Development       | Approved                                                                                                                                                                                                                                                                   |
| Fire Life Safety           | No issues with UBSR                                                                                                                                                                                                                                                        |
| Xcel                       | Approved                                                                                                                                                                                                                                                                   |
| IREA                       | Approved                                                                                                                                                                                                                                                                   |
| Parker Water & Sanitation  | Approved                                                                                                                                                                                                                                                                   |
| Town of Parker Engineering | Approved                                                                                                                                                                                                                                                                   |
| Building                   | Advisory comments related to associated site plan                                                                                                                                                                                                                          |

### **VII. CONCLUSION**

The addition of a boarding and pet daycare facility will provide a necessary and unique service to Parker residents and their pets. The impacts created by the additional use will be mitigated by the proposed conditions. After evaluating the information provided by the applicant, staff has determined that the requested use meets, or can meet subject to conditions, the nine approval criteria set forth in the Land Development Ordinance and outlined in Section VI of this staff report.

### **VIII. RECOMMENDED CONDITIONS**

1. That the Use by Special Review Project Narrative and Nine Criteria document submitted to the Community Development Department on March 11, 2020, shall be the approved Use by Special Review materials.
2. Operations at the facility shall comply with the 'Operational Information' document uploaded on February 17, 2020.
3. A building permit shall be required for any interior or exterior work completed on site.
4. A Pet Animal Care Facilities Act (PACFA) license is required. The use shall be in compliance with all (PACFA) requirements at all times.

5. This approval shall expire twelve (12) months after the date of approval unless a building permit has been applied for. The Community Development Director, upon written request, may grant a ninety-(90) day extension.

**IX. ATTACHMENTS**

1. Applicant's Project Narrative
2. Applicant's Operations Manual
3. Referral Comments

**Report Approved By: Paul Workman, Senior Planner**



## Request for Town Council Action

**Date:** April 6, 2020  
**Submitted By:** Jim Maloney, Town Attorney  
**Reviewed By:** Michelle Kivela, Town Administrator  
**Title:** **Crown Point Center Development Guide, Third Amendment**

**Department:** **Town Attorney, Jim Maloney**

### EXECUTIVE SUMMARY

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The owner of a lot (the “Lot”) located within a planning area of the Crown Point Center Development Guide, Third Amendment (the “Development Guide”) disagrees with the determination of the Community Development Director concerning the use of the Lot. The owner of the Lot is appealing this determination to the Town Council.

### STAFF RECOMMENDATION

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Other

### BACKGROUND/DISCUSSION

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Transmark Company is the owner (the “Owner”) of the Lot, which is located in the Commercial/Office/Hotel District plan area as described in the Development Guide. The Owner desires to locate a 1,300-square-foot Avis/Budget car rental use (the “Use”) on the Lot. The Community Development Director determined that the Use is not listed as a use by right within the Commercial/Office/Hotel District (the “Determination”).

Under Section 6.1.2.1.3 of the Development Guide, “should an applicant disagree with the determination(s) of the Planning Director . . . he may appeal directly to the Town Council.” The Owner filed an appeal challenging the Determination, a copy of which is attached (the “Appeal”).

In terms of Town Council addressing the Appeal, the Owner will be provided ten (10) minutes to present the Appeal to the Town Council. Following the presentation of the Owner, the Community Development Director will be provided ten (10) minutes to address the Appeal by presenting the Community Development’s position to Town Council, which is summarized in the attached staff report.

Following these presentations, the Town Council will decide whether the Use is not listed as a

use by right within the Commercial/Office/Hotel District. Provided below are the alternate motions for resolving the disagreement which is the subject of the Appeal.

### **FINANCIAL IMPACT**

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None.

### **STRATEGIC GOAL(S)**

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH

### **ATTACHMENTS**

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1. Crown Point Center LLC Parcel Vicinity Map
2. Final\_Staff Report\_TC\_4-6-20\_Appeal
3. Zoning\_Crown Pt\_Commerical-Office-Hotel District\_Transmark Appeal
4. Transmark Appeal

### **RECOMMENDED MOTION**

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“I move that the Use of the Lot as requested by the Owner is listed as a use by right within the Commercial/Office/Hotel District.”

or

“I move that the Use of the Lot as requested by the Owner is not listed as a use by right within the Commercial/Office/Hotel District.”



# Crown Point Center LLC Property Vicinity Map







# Town Council Staff Report

**Town Council Date:** 4/6/2020

**Hearing Type:** Appeal  
**Determination of the Planning Director – Crown Point Center Development Guide, Third Amendment**

**Location:** Crown Point Center Planned Development

**Project Staff:** Bryce Matthews, Planning Manager  
John Fussa, Community Development Director

**Applicant:** Transmark Company

**Executive Summary:** The appellant, Transmark Company, owns property in the Crown Point Center Planned Development (PD). Transmark Company wishes to lease space in an existing multi-tenant commercial building located on Cottonwood Drive to an auto rental business. They have requested a staff determination that the proposed use is permitted by the PD zoning. Staff has reviewed the proposed use against the zoning and determined that it is not permitted at the location indicated. In addition, staff provided the property owner with several options to address the use issue including applying for a Rezoning or Uses Not Itemized approval from Town Council. Transmark Company has elected to appeal the staff determination to the Town Council.

**Requested Direction:** Decision on the Appeal

## **I. BACKGROUND/DISCUSSION**

The Crown Point Center Planned Development (PD) was annexed and zoned into the Town of Parker on December 4, 1989. The PD zoning, also known as the Development Guide and Plan, has been amended three (3) times most recently by approval of the Town Council on June 3, 2013. The Development Guide and Plan incorporates a total of 9 Districts, each of which is intended for different types of uses. The subject property that is the basis of Transmark Company's appeal is located in the Commercial/Office/Hotel District that permits hotels/motels, offices, retail stores, restaurants, personal services, etc... as shown on pp. 37-39 of the PD zoning that is attached to the Council Action Form.

The subject property is located at 18300/18400 Cottonwood Drive on the south side of the street between the Raising Canes restaurant to the west, Sportsman's Warehouse store to the east and Costco store to the south. The property is developed with two (2) multi-tenant commercial buildings currently containing Mod Pizza, an Xfinity store and Blue Sky Nails/Lash. When it was originally proposed in 2017, the property owner indicated that the development would contain commercial retail, service and eating and drinking establishments in the project narrative that was submitted with their site plan application.

## **II. REQUEST FOR ZONING DETERMINATION & STAFF ANALYSIS**

The property owner, Transmark Company, contacted the Community Development Department in late January, 2020 by email to inquire about whether auto rental is a permitted use at the subject property as follows:

*Paul and Bryce:*

*We have an immediate need for our last remaining unit at 18300 and 18400 Cottonwood Drive from Avis/Budget Rental Car. The unit is 1,381 square feet. They have indicated they would have 7-10 rental cars at any given time. I am curious if this is a permitted use or would require any type of submittal for their occupancy. If so, what would it be and how long would it take. As mentioned they want to get open asap which would require us to start tenant improvement drawings very soon. Don't relish the idea of spending money on that if it isn't allowed. Can you let me know at your earliest convenience? Thank you.*

*Steve Scannell*

*Transmark Company*

Community Development staff reviewed the question and analyzed whether the use is permitted by the Crown Point Center Development Guide and Plan. The zoning analysis is straightforward and routine in nature; the Town utilizes what is known as permissive zoning which means that all uses are prohibited except for those uses that are clearly and expressly permitted as uses by-right in the zoning document. The staff analysis may be summarized as follows:

1. Confirmed the subject property is governed by the Crown Point Center Development Guide and Plan
2. Determined the subject property is located in the Commercial/Office/Hotel District of the Crown Point Center Development Guide and Plan
3. Reviewed the list of permitted by-right uses for the Commercial/Office/Hotel District to determine if auto rental is listed as a permitted use.
4. Determined that auto rental is not listed as a permitted by-right use for the Commercial/Office/Hotel District. This means that auto rental use is not allowed at the subject property.
5. For due diligence, reviewed the provision found at Subsection 9.2.1.1.1 of the list of permitted by-right uses that states “*Shopping Centers including, but not limited to, Regional Community, Neighborhood and Power Centers, and all uses **customarily** associated with such shopping centers (emphasis added).*” Here, the staff analysis turns on whether the use proposed, auto rental, is **customarily** associated with shopping centers where customary is defined as “according to established practice or in accordance with what is usual (Merriam-Webster Definitions).” Staff determined that auto rental is not customarily associated with shopping centers in the Town of Parker and adjacent unincorporated areas based upon the following:
  - There are approximately 38 shopping centers of all types located in the Town and in the unincorporated areas of Douglas and Arapahoe County adjacent to the Town that meet the definition of shopping center found at Subsection 13.02.010 of the Land Development Ordinance (LDO) and Subsection 4.2.10.48 of the Crown Point Center Development Guide and Plan.
  - There are two (2) known auto rental businesses located in the Town; Enterprise Rent-A-Car at 6220 Progress Lane and Hertz Car Rental at 17886 Cottonwood Drive. The Enterprise Rent-A-Car is not located in a shopping center while the Hertz Car Rental is located in a shopping center.
  - There are no known auto rental businesses located in the unincorporated areas of Douglas or Arapahoe County adjacent to the Town.

- In the Town of Parker and adjacent area, there are 38 shopping centers and one (1) such center that has an auto rental business located in it. This means that only 2.6 percent of all shopping centers in the Town and adjacent unincorporated areas have an auto rental business located in them.
- Staff determined that, based upon the above, shopping centers having an auto rental business in them are the exception and therefore auto rental use is not customarily associated with shopping centers in the Town of Parker and adjacent unincorporated areas.

To ensure that staff's zoning analysis was comprehensive, we also reviewed whether auto rental uses are permitted elsewhere in the Crown Point Center PD. The Crown Point Center Development Guide and Plan permits a broad range of auto-oriented uses including motor vehicle sales, leasing, service and repair in the Commercial/Office/Research and Development Districts most of which are located *south* of E-470. Staff believes that a broad range of auto-oriented uses including auto rental are permitted in these Districts *south* of E-470 but not in the Commercial/Office/Hotel District (and subject property) located *north* of E-470 for the reasons above. From a planning perspective, one can also infer that the original Crown Point Center developer and the Town believed that motor vehicle uses are appropriate in Crown Point but on the south side of E-470 as indicated by the adopted Development Guide and Plan.

### **III. PRIOR ACTIONS**

| <b>Date</b> | <b>Action</b>                                                                                                                                                                                 |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2020        | None, property owner has not submitted a permit application for the auto rental use nor have they submitted applications for a Rezoning or Uses Not Itemized application as advised by staff. |

### **IV. PARKER 2035 MASTER PLAN**

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

| <b>Parker 2035 MASTER PLAN CONSISTENCY</b> |                                                                                                                                                                                                                                                                          |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Master Plan Character Area</b>          | Regional Commercial Retail                                                                                                                                                                                                                                               |
| <b>Character Area Summary</b>              | Character Area will provide more intense retail including large format retail (big box) and restaurant uses focused on serving both local and regional needs. Other commercial uses such as office and entertainment may be appropriate on a limited basis (Section 6.7) |
| <b>Staff Analysis</b>                      | Inconsistent with the Master Plan                                                                                                                                                                                                                                        |

### **V. CONCLUSION**

Staff has determined that the proposed auto rental use is not permitted by the Crown Point Center Development Guide and Plan based upon technical review of the PD zoning which we believe to be sound. Staff met with and discussed the request for zoning determination with a representative of the Transmark Company, Steve Scannell, several times to hear his request, learn about the proposal and provide information about the zoning review process as well as the factors that inform our staff determination. Further, we explained that the zoning determination is not a judgement about the merits of the proposed auto rental use (or lack thereof) but a technical determination about the uses that the Development Guide and Plan permit on a by-right basis.



Staff also provided the property owner with several options allowed by the LDO to obtain Town approval for the proposed auto rental use at the subject property including submitting a Rezoning or Uses Not Itemized application. The property owner may still submit these applications and, if so, the Town Council would decide them at public hearing if they elected to pursue this option.

**Staff Report Approved By: John Fussa, Community Development Director**

- 9.1.4.3.1 Wall: A wall consisting of concrete block, stone, brick, tile or similar solid masonry material, which shall complement exterior building materials.
- 9.1.4.3.2 Berm: A berm constructed of earthen materials and landscaped.
- 9.1.4.3.3 Fence: An opaque fence constructed of wood or other fence materials, which shall complement the exterior building materials.
- 9.1.4.3.4 Planting: Landscape planting utilizing vegetative species to maximize year-round effectiveness.
- 9.1.5 Loading and Unloading. Loading areas shall be screened from view at ground level.
- 9.1.6 Trash and Storage Areas. Trash collection facilities and storage areas shall be indicated on the Site Plan, These areas shall be screened from view at ground level, or enclosed.
- 9.1.7 Compliance with Airport Influence - Overlay Map. Any requirements imposed by virtue of any applicable airport influence zone shall be complied with.
- 9.2 Crown Point Center Permitted Use Districts.
- 9.2.1 Commercial/Office/Hotel District
- 9.2.1.1 Uses Permitted By Right. The following uses are permitted by right in the Commercial/Office/Hotel District of Crown Point Center.
- 9.2.1.1.1 Shopping Centers including, but not limited to, Regional Community, Neighborhood and Power Centers, and all uses customarily associated with such shopping centers.
- 9.2.1.1.2 Commercial retail and wholesale businesses.
- 9.2.1.1.3 Banks, financial institutions and services, with or without drive-up facilities.
- 9.2.1.1.4 Car Care Centers.
- 9.2.1.1.5 Commercial service businesses, including but not limited to, dry cleaners, barber shops and salons, travel agencies, shoe repair stores.
- 9.2.1.1.6 Hotels and Motels, including conference and convention centers and other incidental accessory uses located within the principal building.

Copy of Original

- 9.2.1.1.7 Restaurants, with or without drive-up facilities, and other eating and drinking establishments including bars and lounges.
- 9.2.1.1.8 General business, professional, and government offices.
- 9.2.1.1.9 Indoor theatres.
- 9.2.1.1.10 Parking structures
- 9.2.1.1.11 Commercial, public and private recreational facilities.
- 9.2.1.1.12 Educational and training related facilities.
- 9.2.1.1.13 Executive and caretaker residences.
- 9.2.1.1.14 Hospitals and health care facilities.
- 9.2.1.1.15 Veterinary clinics and hospitals.
- 9.2.1.1.16 Community information centers.
- 9.2.1.1.17 Nursery schools and day care centers.
- 9.2.1.1.18 Open space, parks, playgrounds, country clubs and other clubs operated for the benefit of the public or for private members.
- 9.2.1.1.19 Special community events in open space and plaza areas (subject to application and receipt of any required Town permit(s)) .
- 9.2.1.1.20 Public, commercial and private recreational facilities.
- 9.2.1.1.21 Public and quasi-public buildings and structures, including but not limited to, police stations, fire stations, libraries, schools and emergency care facilities.
- 9.2.1.1.22 Public and private utilities and utility service facilities and ancillary, related and/or accessory facilities including, but not limited to, land application of treated effluent, water treatment, transmission and storage facilities.
- 9.2.1.1.23 Transit facilities or other facilities designed to enhance the use of public transit.
- 9.2.1.1.24 Microwave dishes and other communication facilities without towers.

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- 9.2.1.1.25 Religious institutions, including churches, temples and other religious facilities.
- 9.2.1.1.26 Helipads affiliated with a Hospital use are allowed as a permitted use solely within Planning Area 5, subject to the following conditions being met: (1) they are used for emergency purposes only (no scheduled flights), (2) no maintenance or fueling of aircraft shall be permitted, (3) it shall be located at grade, and (4) the use must be associated with a Hospital use within Crown Point (use by right in only Planning Areas 5).
- 9.2.1.1.27 Accessory and support uses and buildings.
- 9.2.1.1.28 Any other use compatible with the uses set forth herein.
- 9.2.1.2 Uses Permitted By Special Review.
- 9.2.1.2.1 Microwave and other communication facilities with towers.
- 9.2.1.2.2 Heliports.
- 9.2.1.3 Development/Design Standards. Development permitted in the Commercial/Office/Hotel District shall be constructed in accordance with an approved Site Plan and the following Development/Design Standards.
- 9.2.1.3.1 Minimum lot area: 10,000 square feet, unless such development is designed as a project(s) in which case there is no minimum lot area.
- 9.2.1.3.2 Maximum Building Height: Sixty ( 60 ) feet except for Hotels, which shall be 120 feet, and except for Regional Shopping Malls which shall be 80 feet, and except where height limitations are otherwise dictated by virtue of existing Airport Influence Zones. The following exceptions apply:
- 1) Within Planning Area 5, as depicted on the 2001 Development Plan for Crown Point Center, Hospitals and attached medical offices/facilities beyond nine hundred (900) feet of the eastern property boundary of Crown Point may be constructed to a maximum height of one hundred twenty (120) feet.
  - 2) Detached medical offices/facilities affiliated with a Hospital use within Planning Area 5, as depicted on the 2001 Development Plan for Crown Point Center, may be constructed to a maximum height of ninety (90) feet.

Copy of Original



Ms. Carol Baumgartner  
Town Clerk  
Town of Parker, Colorado  
20120 E. Mainstreet  
Parker, CO 80138-7335

Re: Appeal of Planning Director Determination regarding Use by Right within Crown Point Center Planned Development

Dear Ms Baumgartner:

John Fussa and the planning department have made a determination that AVIS/ Budget Rental Car is not an allowable use within the Crown Point Center Commercial/Office/Hotel District as evidenced by an email from John Fussa dated March 2, 2020 and attached as Exhibit A. We have reviewed the position that the Planning Director has taken therein and have re-reviewed our zoning rights as allowed by the Development Guide, and respectfully submit that the Town of Parker ("Parker") is violating the zoning rights of Crown Point Center, LLC, and Crown Point Center II, LLC (collectively managed by Transmark Company ("Transmark")) and request to appeal this decision directly to the Town Council pursuant to Section 6.1.2.1.3

**First**, we begin by pointing out that the Development Guide, which is recorded with the property, makes clear in Section 1.2 that the guidelines permitted owners, including Transmark, with "flexibility to respond to changing market and community needs." More specifically, Section 1.2 states:

- 1.2 Objectives. The Crown Point Center Planned Development is intended to accommodate a mix of commercial, office, hotel, research and development, residential, open space/buffer, and recreational land uses. This Development Guide permits opportunities for innovative community design and sensitive site design, **while allowing the flexibility to respond to changing market and community needs.**

See recorded Crown Point Center Development Guide Third Amendment dated June 3, 2013 ("Recorded Development Guide") at page number 11 of 54.

Avis Rent-A-Car, is needed by the Town of Parker.

**Second**, the Development Guide gives vested rights to Transmark to develop the parcel in accordance with the Development Guide. The last sentence of Section 2.3 of the Development Guide states:

- 2.3 All provisions of this Development Guide shall also run in favor of the occupants and owners of the land within Crown Point Center.

See Recorded Development Guide at Page 12 of 54.

**Third**, the Development Guide gives Transmark authority to develop the parcel, *inter alia*, as a “Shopping Center”. Section 9.2.1.1 of the Development Guide states as follows:

- 9.2.1.1. Uses Permitted By Right. The following uses **are permitted by right** in the Commercial/Office/Hotel District of Crown Point Center.

See Recorded Development Guide at Page 37 of 54.

Section 9.2.1.1.1 of the Development Guide specifically delineates the “permitted by right” use as a Shopping Center as follows:

- 9.2.1.1.1 Shopping Centers including, but not limited to, Regional Community, Neighborhood and Power Centers, and all uses customarily associated with such shopping centers.

...

See Recorded Development Guide at Page 37 of 54.

Section 4.2.10.48 of the Development Guide defines a “Shopping Center” as follows:

- 4.2.10.48 Shopping Center: A group of three (3) or more commercial establishments planned, developed and managed as a unit with common off-street parking and open space provided on the property.

See Recorded Development Guide at Page 19 of 54.

Here, the Avis Rent A Car location that the Town of Parker is saying cannot be located in the shopping center is part of a group of three (3) or more commercial establishments planned, developed and managed as a unit with common off-street parking and open space provided on the property. The Avis Rent a Car is clearly a commercial establishment. It is part of a planned development with Xfinity Store (Comcast), Mod Pizza, AT&T, Chipotle, Sports Clips, and Blue Sky Nails. Avis Rent A Car is allowed under the very definition of a shopping center because it is a commercial establishment with 3 or more other commercial establishments that are managed as a group with common off-street parking. There is no basis under the Development Guide for the Town of Parker to refuse this use.

**Third**, we further note that Transmark has as a matter of permitted right, to also use the property for:

- 9.2.1.1.4 Care Care Centers.

- 9.2.1.1.6 Hotels and Motels, including conference and convention centers and other incidental accessory uses located within the principal building.
- 9.2.1.1.8 General business, professional, and government offices.
- 9.2.1.1.27 Accessory and support uses and buildings.
- 9.2.1.1.28 Any other use compatible with the uses set forth herein.

*See Recorded Development Guide at Pages 37 - 39 of 54.*

The concept that an Avis Rent a Car, which **will not** be undertaking any oil changes, maintenance, washing cars or anything of the like is not permitted by the Town of Parker, when Transmark has, as a matter of permitted right, the option to build and use the property as a **Car Care Center** that could change, oil, do repairs and the like is entirely inconsistent with the rights directly afforded by the Development Plan in favor of Transmark.

The concept that an Avis Rent a Car, which **will not** be undertaking any oil changes, maintenance, washing cars or anything of the like is not permitted by the Town of Parker, when Transmark, has, as a matter of permitted right, the option to develop and use the property as a **hotel or convention center**, which could have a rental car outlet inside the hotel as another incidental accessory use, is entirely inconsistent with the rights directly afforded by the Development Plan in favor of Transmark.

The concept that an Avis Rent a Car, which **will not** be undertaking any oil changes, maintenance, washing cars or anything of the like is not permitted by the Town of Parker, when Transmark, has, as a matter of permitted right, the option to use the property as a general business office, is entirely inconsistent with the rights directly afforded by the Development Plan in favor of Transmark.

More so, an Avis Rent a Car, which **will not** be undertaking any oil changes, maintenance, washing cars or anything of the like is consistent with “any other use compatible with the uses set forth herein” as set forth in Section 9.2.1.1.28.

We see that you are arguing that Section 9.2.2.1.8, which allows “Motor vehicle and motorized equipment sales, leasing, service and repair” on an adjacent parcel somehow does not allow Avis Rent a Car on the current parcel. *See* Page 41 of 54. This section involves that building of an auto dealership that sells and leases cars and does car repairs and painting inside the dealership. But Transmark is not proposing to use any portion of the Shopping Center as an auto dealership. Avis Rent a Car will not be selling any cars from the Shopping Center, nor will it be entering into long terms leases of cars as is traditional with dealerships, but instead will be doing short term rentals to people in Parker who need short term transportation. Your email does not seem to appreciate the difference between a lease, which is usually for a term of two or more years, and a rent, which is for a shorter period. *See e.g.* <https://budgeting.thenest.com/differences-between-leased-rented-vehicles-25021.html>.



With these facts, there is simply no basis for a re-zoning here.

We note that you are demanding that Transmark demonstrate the number of shopping centers in Parker that have rental car locations. At no place in the Development Guide does it state that other shopping centers in Parker need to have rental cars in order for it to be an allowed use under the Development Guidelines. Regardless, there is a Hertz directly across the street. Moreover, as Steve Scannell has previously demonstrated to you based on a quick Internet search, as set forth in Exhibit B hereto and the power point presentation Steve shared with John (showing photos and Aerials), there are scores of Hertz, Avis and Budgets inside shopping centers alone. There are thousands more elsewhere.

We ask that you please schedule this appeal/request for the next available date to the Town Council.

Sincerely,

Adam Karon  
Steve Scannell



EXHIBIT A

Steve,

Thanks for the follow-up I am discussing with staff and doing review. Our decision is unchanged as of today but what I can offer as a path to your goal of siting an auto/vehicle rental use in the retail area of Crown Point is the limited rezoning application process that we call a text change. This typically goes faster and takes less time than a full rezoning application. Bryce's email to you covered rezoning and this is one of the options under code as long as the use in question does not have major planning, engineering or site development issues. We could/would work with you to process the rezoning (text change), site plan amendment and building permit applications concurrently to reduce the overall time it would take to obtain Town approvals.

As we discussed, the Crown Point PD zoning allows motor vehicle sales, leasing, service and repair including auto/vehicle rental in the Commerical/Office/Research and Development District Planning Areas most of which are located south of E-470. The Crown Point PD zoning does not allow motor vehicle sales, leasing, service and repair including auto/vehicle rental in the Commerical/Office/Hotel District Planning Area located north of E-470 where you seek to have an auto/vehicle rental business. It is our view that shopping centers do not have auto/vehicle rental uses customarily associated with them in the Town of Parker and adjacent areas.

I believe that our zoning analysis is sound since the original Crown Point developer proposed and the Town approved motor vehicle sales, leasing, service and repair including auto/vehicle rental in Crown Point but in the Commerical/Office/Research and Development District Planning Areas only. When I review the analysis and the soundness of our decision, I also look beyond Crown Point to see if the Town accommodates auto/vehicle rental uses in other areas and I find that the Town has allowed this use in PD-Planned Development zones as well as the C-Commerical and LI-Light Industrial zones (use by special review).

I understand that you disagree with our analysis and decision. I can advise that it is based upon our technical review and application of the Crown Point PD zoning only and not an opinion as to whether the use is positive or negative. Should you wish to pursue the auto/vehicle rental use, you will need to submit a rezoning application and we will assist you to get the application to Town Council public hearing for a decision as soon as possible.

Finally, if you wish to continue advocating for your position that auto/rental uses are customarily associated with shopping centers we will need additional information about the total number of shopping centers in Parker, the total number of shopping centers in Parker that have auto/vehicle rental uses in them and whether this condition constitutes the majority of shopping centers in Parker or not.

Thanks and please let me know if you would like to schedule a follow-up meeting or call for later this week.



John Fussa, Community Development Director  
20120 E. Mainstreet Parker, CO 80138-7335  
303.805.3115 [www.parkeronline.org](http://www.parkeronline.org)



## EXHIBIT B

| <b>Company</b> | <b>Address</b>                        | <b>City</b>  | <b>State</b> |
|----------------|---------------------------------------|--------------|--------------|
| Avis/Budget    | 3439 Colonnade Parkway                | Birmingham   | AL           |
| Avis/Budget    | 1600 6 <sup>th</sup> Ave SE           | Decatur      | AL           |
| Hertz          | 2019 6 <sup>th</sup> Ave SE           | Decatur      | AL           |
| Avis/Budget    | 3156 University Dr                    | Huntsville   | AL           |
| Avis/Budget    | 1702 E Main                           | Prattville   | AL           |
| Hertz          | 312 Merchant Walk                     | Tuscaloosa   | AL           |
| Avis/Budget    | 4201 N Shiloh Dr, Ste 1260            | Bentonville  | AR           |
| Avis/Budget    | 3930 McCain Blvd                      | Conway       | AR           |
| Hertz          | 11903 Grant Ave.                      | Jonesboro    | AR           |
| Avis/Budget    | 2860 S Alma School, Ste 34            | Chandler     | AZ           |
| Avis/Budget    | 3875 W. Ray Rd.                       | Chandler     | AZ           |
| Avis/Budget    | 1420 E. Route 66                      | Flagstaff    | AZ           |
| Hertz          | 904 N. McQueen Rd.                    | Gilbert      | AZ           |
| Hertz          | 13530 W. Van Buren Rd.                | Goodyear     | AZ           |
| Avis/Budget    | 18631 N 19 <sup>th</sup> Ave, Ste 128 | Phoenix      | AZ           |
| Avis/Budget    | 245 E Bell Rd., Ste 24                | Phoenix      | AZ           |
| Hertz          | 4001 E. Bell Rd                       | Phoenix      | AZ           |
| Avis/Budget    | 8752 E Shea Blvd, Ste 132             | Phoenix      | AZ           |
| Avis/Budget    | 8969 E Talking Stick Way, C-7         | Phoenix      | AZ           |
| Avis/Budget    | 3280 Gateway Blvd, Ste 310            | Prescott     | AZ           |
| Avis/Budget    | 14880 N. Northsight Bl.               | Scottsdale   | AZ           |
| Avis/Budget    | 7125 E Shea, Ste 101                  | Scottsdale   | AZ           |
| Avis/Budget    | 10660 Northwest Grand Ave             | Sun City     | AZ           |
| Avis/Budget    | 3924 W Ina Blvd, Ste306               | Tucson       | AZ           |
| Hertz          | 12218 Apple Valley Rd.                | Apple Valley | CA           |
| Hertz          | 8202 Eastern Avenue                   | Bell Gardens | CA           |
| Avis/Budget    | 1501 El Camino Real                   | Belmont      | CA           |
| Hertz          | 1727 E Daily DR                       | Camarillo    | CA           |
| Avis/Budget    | 1727 E Daily Dr, Ste E                | Camarillo    | CA           |
| Avis/Budget    | 1950 E 20 <sup>th</sup> St            | Chico        | CA           |
| Avis/Budget    | 4200 Chino Hills Parkway, 645         | Chino Hills  | CA           |
| Hertz          | 341 S. Lincoln                        | Corona       | CA           |
| Hertz          | 2706 Harbor Blvd.                     | Costa Mesa   | CA           |
| Avis/Budget    | 20855 Golden Springs Dr               | Diamond Bar  | CA           |
| Hertz          | 9462 Firestone Bl.                    | Downey       | CA           |
| Hertz          | 1219 Huntington Dr                    | Duarte       | CA           |
| Avis/Budget    | 163 Fletcher Parkway                  | El Cajon     | CA           |
| Hertz          | 761 Arnele Ave                        | El Cajon     | CA           |
| Hertz          | 3550 San Pablo Dam Rd                 | El Sobrate   | CA           |

|             |                                 |                        |    |
|-------------|---------------------------------|------------------------|----|
| Avis/Budget | 8696 Elk Grove Blvd             | Elk Grove              | CA |
| Hertz       | 9605 E Stockton Blvd            | Elk Grove              | CA |
| Avis/Budget | 1011 E Bidwell St               | Folsom                 | CA |
| Hertz       | 1159 Riley St                   | Folsom                 | CA |
| Hertz       | 9714 Sierra Ave                 | Fontana                | CA |
| Hertz       | 18011 Newhope St                | Fountain Valley        | CA |
| Avis/Budget | 1105 N Harbor Blvd              | Fullerton              | CA |
| Hertz       | 1620 S Harbor Bl                | Fullerton              | CA |
| Hertz       | 14219 Western Ave               | Gardena                | CA |
| Hertz       | 128 N 11 <sup>th</sup> ave      | Hanford                | CA |
| Hertz       | 12140 Carson St                 | Hawaiian Gardens       | CA |
| Avis/Budget | 3667 W Florida Ave              | Hemet                  | CA |
| Hertz       | 4672 W Florida Ave              | Hemet                  | CA |
| Avis/Budget | 19092 Beach Blvd                | Huntington Beach       | CA |
| Hertz       | US Hwy 111                      | Indio                  | CA |
| Avis/Budget | 1110 Torrey Pines Rd            | La Jolla               | CA |
| Avis/Budget | 28570 Marguerite Parkway        | Laguna Niguel          | CA |
| Avis/Budget | 30242 Crown Valley Parkway      | Laguna Niguel          | CA |
| Avis/Budget | 22722 Centre Dr                 | Lake Forest            | CA |
| Enterprise  | 23591 Rockfield Bl.             | Lake Forest            | CA |
| Hertz       | 6498 South Street               | Lakewood               | CA |
| Hertz       | 43440 10 <sup>th</sup> St W     | Lancaster              | CA |
| Hertz       | 1702 N. Vasco Rd                | Livermore              | CA |
| Avis/Budget | 11901 Santa Monica Blvd         | Los Angeles            | CA |
| Hertz       | 17024 Devonshire St             | Los Angeles            | CA |
| Avis/Budget | 700 W 7 <sup>th</sup> St, Ste A | Los Angeles            | CA |
| Avis/Budget | 3900 Pelandale Ave              | Modesto                | CA |
| Hertz       | 9197 Central Ave                | Montclair              | CA |
| Avis/Budget | 22500 Town Circle               | Moreno Valley          | CA |
| Avis/Budget | 25125 Madison Ave               | Murrieta               | CA |
| Avis/Budget | 9545 Reseda Blvd                | Northridge             | CA |
| Hertz       | 7505 Redwood Bl                 | Novato                 | CA |
| Avis/Budget | 1771 Oceanside Blvd, Ste B      | Oceanside              | CA |
| Hertz       | 1816 Oceanside Bl               | Oceanside              | CA |
| Avis/Budget | 435 W Channel Islands Blvd      | Oxnard                 | CA |
| Avis/Budget | 550 W Rancho Vista Blvd         | Palmdale               | CA |
| Hertz       | 8534 Whittier Bl                | Pico Rivera            | CA |
| Hertz       | 4855 Hopyard Rd                 | Pleasanton             | CA |
| Avis/Budget | 12631 Poway Rd                  | Poway                  | CA |
| Avis/Budget | 9030 Foothill Blvd              | Ranch Cucamonga        | CA |
| Hertz       | 9172 Foothill Bl                | Rancho Cucamonga       | CA |
| Hertz       | 30102 Santa Margarita Pkwy      | Rancho Santa Margarita | CA |

|             |                                |                  |    |
|-------------|--------------------------------|------------------|----|
| Avis/Budget | 1615 W Redlands Dr             | Redlands         | CA |
| Hertz       | 1740 Aviation Bl.              | Redondo Beach    | CA |
| Hertz       | Hawthorne Bl                   | Redondo Beach    | CA |
| Avis/Budget | 6183 Magnolia Ave              | Riverside        | CA |
| Avis/Budget | 4831 Granite Dr                | Rocklin          | CA |
| Avis/Budget | 107 S Harding Blvd             | Roseville        | CA |
| Hertz       | 63 Via Pico Plaza              | San Clemte       | CA |
| Avis/Budget | 16558 Bernardo Center Dr       | San Diego        | CA |
| Avis/Budget | 3890 Valley Center Dr, Ste 103 | San Diego        | CA |
| Hertz       | 3911 Amemany Bl                | San Francisco    | CA |
| Avis/Budget | 500 Beach St, Ste 120          | San Francisco    | CA |
| Hertz       | 3076 Alameda Expwy             | San Jose         | CA |
| Avis/Budget | 3680 Stevens Creek Blvd        | San Jose         | CA |
| Hertz       | 5645 Cottle Rd                 | San Jose         | CA |
| Hertz       | 725 Ridder Park Dr.            | San Jose         | CA |
| Hertz       | 2005 Crow Cyn Pl               | San Ramon        | CA |
| Avis/Budget | 2551 San Ramon Valley Blvd     | San Ramon        | CA |
| Hertz       | 16 S. La Cumbre Rd.            | Santa Barbara    | CA |
| Avis/Budget | 28235 Newhall Ranch Rd         | Santa Clarita    | CA |
| Hertz       | 1030 E. Los Angeles            | Simi Valley      | CA |
| Hertz       | E. Los Angeles Ave             | Simi Valley      | CA |
| Hertz       | 510 E. El Camino Real          | Sunnyvale        | CA |
| Hertz       | E. El Camino Real              | Sunnyvale        | CA |
| Avis/Budget | 27315 Jefferson Ave            | Temecula         | CA |
| Hertz       | 27452 Jefferson Ave            | Temecula         | CA |
| Hertz       | Jefferson Ave                  | Temecula         | CA |
| Avis/Budget | 22100 Hawthorne Bl.            | Torrance         | CA |
| Avis/Budget | 4227 E Main St, Ste 100        | Ventura          | CA |
| Enterprise  | 5595 Sheridan Blvd.            | Arvada           | CO |
| Avis/Budget | 15055 E. Mississippi Ave.      | Aurora           | CO |
| Avis/Budget | 4800 Baseline Rd.              | Boulder          | CO |
| Avis/Budget | 1100 Highway 287               | Broomfield       | CO |
| Hertz       | 6470 W. 120 <sup>th</sup>      | Broomfield       | CO |
| Enterprise  | 118 S. Wilcox                  | Castle Rock      | CO |
| Avis/Budget | 754 S. Perry Street            | Castle Rock      | CO |
| Avis/Budget | 1650 Briargate Bl.             | Colorado Springs | CO |
| Hertz       | 3255 E. Platte Ave.            | Colorado Springs | CO |
| Hertz       | 3530 Hartsel Dr.               | Colorado Springs | CO |
| Avis/Budget | 5550 E Woodmen Rd              | Colorado Springs | CO |
| Enterprise  | 5680 E. Woodmen Rd.            | Colorado Springs | CO |
| Hertz       | 2160 S. Holly                  | Denver           | CO |
| Hertz       | 3535 Quebec St                 | Denver           | CO |

|              |                             |                 |           |
|--------------|-----------------------------|-----------------|-----------|
| Avis/Budget  | 1250 E Magnolia St          | Fort Collins    | CO        |
| Hertz        | 4020 S. College Ave.        | Fort Collins    | CO        |
| Avis/Budget  | 2454 Highway 6 & 50         | Grand Junction  | CO        |
| Avis/Budget  | 10705 Colfax Ave            | Lakewood        | CO        |
| Avis/Budget  | 10705 W. Colfax             | Lakewood        | CO        |
| Enterprise   | 1050 S. Wadsworth           | Littleton       | CO        |
| Hertz        | 311 E. County Line Road     | Littleton       | CO        |
| Enterprise   | 4298 Kipling Street         | Littleton       | CO        |
| Hertz        | 4550 S. Broadway            | Littleton       | CO        |
| Enterprise   | 4895 S. Broadway            | Littleton       | CO        |
| Enterprise   | 8061 S. Broadway            | Littleton       | CO        |
| Avis/Budget  | 8100 W. Crestline           | Littleton       | CO        |
| Avis/Budget  | 8501 W. Bowles              | Littleton       | CO        |
| Avis/Budget  | 1408 W 104 <sup>th</sup> St | Northglenn      | CO        |
| <b>Hertz</b> | <b>17866 Cottonwood Dr.</b> | <b>Parker</b>   | <b>CO</b> |
| Avis/Budget  | 3249 Dillon Rd.             | Pueblo          | CO        |
| Hertz        | 7796 Washington St          | Thornton        | CO        |
| Avis/Budget  | 222 Post Road               | Fairfield       | CT        |
| Avis/Budget  | 99 Beardsley Avenue         | Stratford       | CT        |
| Hertz        | 13500 Tamiami Trail N.      | Bonita Springs  | FL        |
| Hertz        | 1500 Oakley Server Dr.      | Clermont        | FL        |
| Hertz        | 16055 Emerald Coast Pkwy    | Destin          | FL        |
| Enterprise   | 20041 S Tamiami Trail       | Estero          | FL        |
| Payless      | Alico Lake Village          | Fort Myers      | FL        |
| Avis/Budget  | 9550 Baymeadows Rd          | Jacksonville Rd | FL        |
| Avis/Budget  | 7940 Pines Bl.              | Pembroke Pines  | FL        |
| Avis/Budget  | 8637 S. US Hwy 1            | Port St Lucie   | FL        |
| Hertz        | 1638 SE Federal Hwy         | Stuart          | FL        |
| Enterprise   | 1652 Buford Hwy             | Cumming         | GA        |
| Hertz        | 2400 Satellite Bl.          | Duluth          | GA        |
| Enterprise   | 1778 Ala Moana Bl.          | Honolulu        | HI        |
| Hertz        | 900 N. Lake Street          | Aurora          | IL        |
| Hertz        | 226 N. Bolingbrook Dr.      | Bolingbrook     | IL        |
| Hertz        | 2428 N. Clark St.           | Chicago         | IL        |
| Hertz        | 2600 W. Ogden Avenue        | Downers Grove   | IL        |
| Hertz        | 675 W. Golf Rd              | Hoffman Estates | IL        |
| Avis/Budget  | 1550 N. State Rt. 59        | Naperville Rd   | IL        |
| Hertz        | 6310 W. 95 <sup>th</sup> St | Oak Lawn        | IL        |
| Hertz        | 240 W. 162 <sup>nd</sup> St | South Holland   | IL        |
| Hertz        | 2650 E. Main Street         | St. Charles     | IL        |
| Hertz        | 535 W. Douglas Ave          | Wichita         | KS        |
| Hertz        | 550 N Webb Rd               | Wichita         | KS        |

|             |                          |                |    |
|-------------|--------------------------|----------------|----|
| Enterprise  | 2 Wethersfield Rd        | Natick         | MA |
| Hertz       | 315 Morse St.            | Norwood        | MA |
| Hertz       | 1238 Riverdale St        | W. Springfield | MA |
| Hertz       | 4585 Washtenaw Ave.      | Ann Arbor      | MI |
| Enterprise  | 20201 Hall Rd            | Macomb         | MI |
| Hertz       | 30801 S. Noland Rd       | Independence   | MO |
| Hertz       | 1816 S. Ridgeline Rd     | Joplin         | MO |
| Hertz       | 1120 Technology Dr.      | O'Fallon       | MO |
| Hertz       | 3797 Osage Beach Pkwy    | Osage Beach    | MO |
| Avis/Budget | 4122 Mexico Rd           | St. Peters     | MO |
| Hertz       | 2571 S 171 <sup>st</sup> | Omaha          | NE |
| Hertz       | 2800 Lafayette Rd.       | Portsmouth     | NH |
| Hertz       | 2068 Brunswick Ave.      | Lawrenceville  | NJ |
| Hertz       | 6300 San Matea Bl        | Albuquerque    | NM |
| Hertz       | 6300 San Mateo Bl        | Albuquerque    | NM |
| Hertz       | 9231 Coors Blvd          | Albuquerque    | NM |
| Hertz       | 100 E San Francisco St   | Santa Fe       | NM |
| Hertz       | 2010 Cerrillos Rd        | Santa Fe       | NM |
| Hertz       | 157 N. Gibson Rd         | Henderson      | NV |
| Enterprise  | 3620 E. Flamingo Rd      | Las Vegas      | NV |
| Hertz       | 4590 N Rancho Dr         | Las Vegas      | NV |
| Avis/Budget | 7131 W. Craig Rd.        | Las Vegas      | NV |
| Avis/Budget | 8544 Blue Diamond Rd     | Las Vegas      | NV |
| Hertz       | 4588 N. Rancho Dr.       | N. Las Vegas   | NV |
| Avis/Budget | 3900 Medina Rd.          | Akron          | OH |
| Avis/Budget | 27900 Chagrin Blvd.      | Beachwood      | OH |
| Avis/Budget | 5253 Nike Station Way    | Hilliard       | OH |
| Hertz       | 1306 N Interstate Dr     | Norman         | OK |
| Avis/Budget | 6900 S. Lewis Ave.       | Tulsa          | OK |
| Hertz       | 1375 Mineral Spring Ave  | N. Providence  | RI |
| Hertz       | 6615 Two Notch Rd.       | Columbia       | SC |
| Enterprise  | 2300 Church Street       | Conway         | SC |
| Hertz       | 903 Chestnut St          | Orangeburg     | SC |
| Hertz       | 783 Bell Rd              | Antioch        | TN |
| Hertz       | 223 N Seven Oaks Dr      | Knoxville      | TN |
| Avis/Budget | 13536 Preston Rd         | Addison        | TX |
| Avis/Budget | 12901 Interstate 35      | Austin         | TX |
| Avis/Budget | 13201 FM 620 North       | Austin         | TX |
| Avis/Budget | 2901 S Capitol of TX Hwy | Austin         | TX |
| Hertz       | 5717 S Ih35 Frontage Rd  | Austin         | TX |
| Hertz       | 6705 Hwy 290 W           | Austin         | TX |
| Avis/Budget | 6929 Airport Blvd        | Austin         | TX |

|             |                              |               |    |
|-------------|------------------------------|---------------|----|
| Avis/Budget | 7010 Highway 71 West         | Austin        | TX |
| Avis/Budget | 8820 Burnet Rd               | Austin        | TX |
| Hertz       | 251 N Bell Rd                | Cedar Park    | TX |
| Avis/Budget | 4691 State Hwy 121           | Colony        | TX |
| Avis/Budget | 2948 I-45 North              | Conroe        | TX |
| Avis/Budget | 12312 Barker Cypress Rd      | Cypress       | TX |
| Avis/Budget | 3000 Towne East Mall         | Dallas        | TX |
| Avis/Budget | 2324 San Jacinto Blvd        | Denton        | TX |
| Avis/Budget | 138 W Camp Wisdom            | Duncanville   | TX |
| Avis/Budget | 1320 N Zaragoza Rd           | El Paso       | TX |
| Avis/Budget | 7465 N Mesa St               | El Paso       | TX |
| Enterprise  | 104 E. US Hwy 80             | Forney        | TX |
| Avis/Budget | 4736 Bryant Irvin Rd         | Fort Worth    | TX |
| Avis/Budget | 4950 S Hulen St              | Fort Worth    | TX |
| Avis/Budget | 7451 N Beach St              | Fort Worth    | TX |
| Avis/Budget | 9500 Clifford St             | Fort Worth    | TX |
| Avis/Budget | 2601 Preston Rd              | Frisco        | TX |
| Hertz       | 2930 Preston Rd              | Frisco        | TX |
| Avis/Budget | 8756 Teel Parkway            | Frisco        | TX |
| Avis/Budget | 2501 W I-20                  | Grand Prairie | TX |
| Avis/Budget | 10301 C Katy Freeway         | Houston       | TX |
| Avis/Budget | 10555 Westheimer Rd.         | Houston       | TX |
| Avis/Budget | 10743 North Freeway          | Houston       | TX |
| Hertz       | 126 FM 1960                  | Houston       | TX |
| Avis/Budget | 12620 FM 1960 W              | Houston       | TX |
| Hertz       | 12970 Westheimer Rd          | Houston       | TX |
| Avis/Budget | 15135 North Freeway          | Houston       | TX |
| Avis/Budget | 19606 Katy Freeway           | Houston       | TX |
| Avis/Budget | 2412 Highway 6 S             | Houston       | TX |
| Avis/Budget | 5050 FM 1960 Rd W            | Houston       | TX |
| Avis/Budget | 6021 S Sam Houston Parkway N | Houston       | TX |
| Hertz       | 6608 Hwy 6 N                 | Houston       | TX |
| Hertz       | 9099 Westheimer Rd           | Houston       | TX |
| Avis/Budget | 963 Melbourne Rd             | Hurst         | TX |
| Avis/Budget | 2415 W Airport Freeway       | Irving        | TX |
| Avis/Budget | 1450 Grand Parkway S         | Katy          | TX |
| Hertz       | 22121 Katy Fwy               | Katy          | TX |
| Avis/Budget | 14031 Delany St              | La Marque     | TX |
| Avis/Budget | 2403 S Stemmons Freeway      | Lewisville    | TX |
| Avis/Budget | 701 S Stemmons Freeway       | Lewisville    | TX |
| Avis/Budget | 5425 State Hwy 6             | Missouri City | TX |
| Avis/Budget | 651 N Business IH-35         | New Braunfels | TX |



|             |                                |             |    |
|-------------|--------------------------------|-------------|----|
| Avis/Budget | 4114 Fairmont Parkway          | Pasadena    | TX |
| Avis/Budget | 10228 W Broadway               | Pearland    | TX |
| Avis/Budget | 19177 Preston Rd               | Plano       | TX |
| Hertz       | 3303 N Central Expwy           | Plano       | TX |
| Avis/Budget | 23561 US Highway 59            | Porter      | TX |
| Avis/Budget | 7850 W. Grand Pkwy S.          | Richmond    | TX |
| Avis/Budget | 898 Steger Towne Dr            | Rockwall    | TX |
| Hertz       | 1400 Old Settlers Bl           | Round Rock  | TX |
| Avis/Budget | 661 Louis Henna Blvd           | Round Rock  | TX |
| Hertz       | 101 Bowie St                   | San Antonio | TX |
| Avis/Budget | 1503 SW loop 410               | San Antonio | TX |
| Avis/Budget | 328 E Crockett St              | San Antonio | TX |
| Hertz       | 5886 DeZavala Rd               | San Antonio | TX |
| Avis/Budget | 6703 W Loop 1604 N             | San Antonio | TX |
| Hertz       | NW Loop 410                    | San Antonio | TX |
| Avis/Budget | 21322 Kuykendahl Rd            | Spring      | TX |
| Avis/Budget | 100 W. Bay Area Bl             | Webster     | TX |
| Avis/Budget | 122 A West Bay Area Blvd       | Webster     | TX |
| Avis/Budget | 10555 Westheimer Rd            | West Chase  | TX |
| Hertz       | 11709 124 <sup>th</sup> Ave NE | Kirkland    | WA |
| Hertz       | 5506 75 <sup>th</sup> St       | Kenosha     | WI |



## Request for Town Council Action

**Date:** April 6, 2020

**Submitted By:** Alex Mestdagh, Engineering Service Manager

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 9.307 - Second Reading (Continued from 3/16/20)**  
**A Bill for an Ordinance Approving the Agreement Regarding Construction of Fee-In-Lieu Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) By and Between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker**

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

### EXECUTIVE SUMMARY

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This ordinance accompanies a proposed Intergovernmental Agreement (IGA) between the Town and the Mile High Flood District (MHFD). This IGA is necessary in order to provide developer funds to MHFD for the required improvements to the Lemon Gulch drainageway system, which are proposed as a fee-in-lieu project that will be contracted through MHFD.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The proposed Looking Glass development is located in the southwestern corner of the Town boundary, north and west of Crowfoot Valley Road and southeast of Reuter-Hess Reservoir. The first segment of this development contains two major drainageways: Lemon Gulch and its tributary known as Brandy Gulch. Under the Town Code, the developer is required to implement any master-planned improvements for major drainageways located within a development. The planned improvements in this system generally consist of bank modifications and grade control structures, with minimal realignment of the channels proposed in accordance with the dendritic design model.

The developer, the Town, and Mile High Flood District (MHFD) have agreed to implement the improvements associated with the first segment of development as a fee-in-lieu project. This arrangement requires the developer to fund 100% of the cost of design and construction, while MHFD is responsible for overseeing the design and construction contracts with input from the Town. This arrangement provides the Town and MHFD with increased control over the design and construction of the project and the selection of the engineer and contractor.

The project team has completed the 100% design documents for Brandy Gulch, and these improvements are planned to be constructed this spring in coordination with the developer's grading and infrastructure work on the property. The developer will be required to pay to the Town the full cost to construct these improvements in the upcoming subdivision agreements for the Looking Glass development, and this IGA proposes to pass these funds through to MHFD to allow the District to bid and construct the improvements.

The Lemon Gulch improvements are still under design and federal permitting is pending. Please note that a similar IGA for those improvements will be brought before Town Council in the future when final costs are determined and federal permits are obtained.

### **FINANCIAL IMPACT**

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This project will be 100% funded by the developer, with no Town funding proposed. The anticipated project cost for the Brandy Gulch improvements is \$1,454,137.81 with the following breakdown:

Construction Cost: \$1,069,706.25  
Contingency (5%): \$53,485.31  
Construction Engineering: \$127,928  
Administrative Fee: \$42,788.25

### **STRATEGIC GOAL(S)**

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**INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE**



**DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH**

### **ATTACHMENTS**

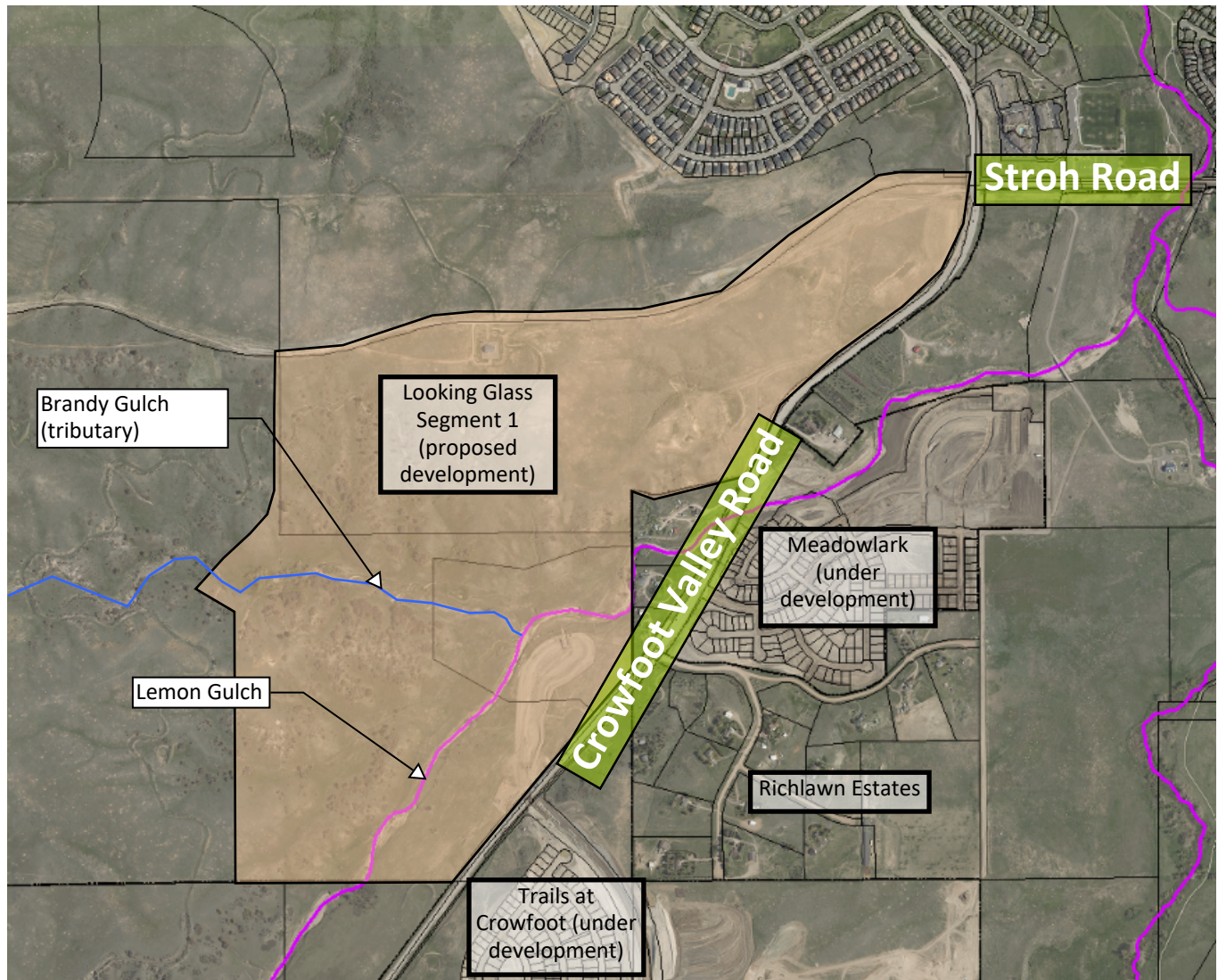
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1. Vicinity Map
2. Ordinance No. 9.307

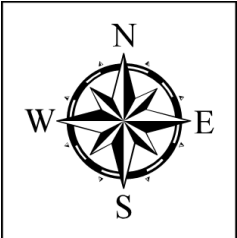
### **RECOMMENDED MOTION**

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I move to approve Ordinance No. 9.307 on second reading.



Lemon Gulch Upstream of  
Crowfoot Valley Road  
Vicinity Map



ORDINANCE NO. 9.307, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE APPROVING THE AGREEMENT REGARDING CONSTRUCTION OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD (AGREEMENT NO. 20-01.13, PROJECT NO. 107087) BY AND BETWEEN URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE TOWN OF PARKER**

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 Construction of Drainage and Flood Control Improvements for Lemon Gulch Upstream of Crowfoot Valley Road (Agreement No. 20-01.13, Project No. 107087) by and between Urban Drainage and Flood Control District d/b/a Mile High Flood District and the Town of Parker, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

AGREEMENT REGARDING  
CONSTRUCTION  
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD  
TOWN OF PARKER

Agreement No. 20-01.13  
Project No. 107087

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and TOWN OF PARKER (hereinafter called "TOWN") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, DISTRICT, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973) expressed an intent to assist public bodies which have heretofore enacted floodplain regulation measures; and

WHEREAS, PARTIES participated in a joint planning study titled "Scott and Lemon Gulch Watershed Outfall Systems Planning – Preliminary Design Report" by CH2M Hill, dated July 2006, (hereinafter called "PLAN"); and

WHEREAS, PARTIES now desire to proceed with construction, establishment, and monitoring of drainage and flood control improvements for Lemon Gulch upstream of Crowfoot Valley Road (hereinafter called "PROJECT"); and

WHEREAS, TOWN now desires to utilize developer funding to construct PLAN improvements; and

WHEREAS, DISTRICT, on behalf of TOWN, shall manage the design and construction of PROJECT for an administrative fee to cover the additional project management costs for PROJECT; and

WHEREAS, the TOWN Council of TOWN by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

1. SCOPE OF THIS AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

2. SCOPE OF PROJECT

- A. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design, as specified in the attached Construction Plans (Exhibit B).
- B. Construction Engineering Services. PROJECT shall include all necessary construction observation and oversight by the design engineer, as specified in the attached scope and fee (Exhibit C).

- C. Vegetation Establishment. PROJECT shall include periodic watering, weed control, and reseeding for the first full post construction growing season (to be specified in the scope and fee).
- D. Permit Monitoring. PROJECT shall include all necessary weed control, reseeding, monitoring, and reporting to comply with all federal, state, and local stormwater management permits and mitigation requirements under Section 404 of the Federal Clean Water Act. The Permit Monitoring period is typically three (3) to five (5) years post construction.

3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
  - 1. Construction
  - 2. Construction Contingency (5% of Construction)
  - 3. Construction Engineering Services
  - 4. Vegetation establishment (cost shall be included in Lemon Gulch)
  - 5. Administrative fee (which includes permit monitoring costs)
- B. It is understood that PROJECT costs as defined above are not to exceed \$1,293,907.81 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

| <u>ITEM</u>                                                         | <u>AMOUNT</u>    |
|---------------------------------------------------------------------|------------------|
| 1. Construction                                                     | \$1,069,706.25   |
| 2. Construction Contingency                                         | 53,485.31        |
| 3. Construction Engineering Services                                | 127,928.00       |
| 4. Vegetation Establishment (cost shall be included in Lemon Gulch) | 0.00             |
| 5. Administrative Fee (which includes permit monitoring costs)      | <u>42,788.25</u> |
| Grand Total                                                         | \$1,293,907.81   |

5. 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 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.

- A. Construction. The estimated cost of Construction, as set forth in Exhibit E of this Agreement, shall be based on actual costs but shall not exceed One Million Sixty-Nine Thousand Seven Hundred Six and 25/100 Dollars (\$1,069,706.25).



- B. Construction Contingency. Funds for Construction Contingency shall be collected. The cost shall be five (5) percent of the Construction cost, which amounts to Fifty-Three Thousand Four Hundred Eighty-Five and 31/100 Dollars (\$53,485.31).
- C. Construction Engineering Services. The estimated cost of Construction Engineering Services, as set forth in Exhibit C of this Agreement, shall be based on actual costs but shall not exceed One Hundred Twenty-Seven Thousand Nine Hundred Twenty-Eight Dollars (\$127,928.00).
- D. Vegetation Establishment. The estimated cost of Vegetation Establishment shall be based on actual costs (cost shall be included in Lemon Gulch).
- E. Administrative Fee. The administrative fee is based on a percentage of the Construction costs. The percentage charged is as shown in the following table.

| Estimated Construction Cost Range | Percentage Charged |
|-----------------------------------|--------------------|
| Under \$500K                      | 8.0%               |
| \$500K - \$1mil                   | 6.0%               |
| \$1mil - \$1.5mil                 | 4.0%               |
| \$1.5mil - \$2mil                 | 3.0%               |
| \$2mil - \$3.5mil                 | 2.0%               |
| \$3.5mil - \$5mil                 | 1.5%               |
| \$5mil - \$10mil                  | 1.0%               |
| \$10mil - \$15.5mil               | 0.7%               |
| \$15.5mil - \$20mil               | 0.6%               |

Based on the table above, the administrative fee collected shall be Forty-Two Thousand Seven Hundred Eighty-Eight and 25/100 Dollars (\$42,788.25).

- F. Payment. TOWN agrees to fund the Construction, Establishment, and Monitoring and make a payment in the amount of One Million Two Hundred Ninety-Three Thousand Nine Hundred Seven and 81/100 Dollars (\$1,293,907.81) within ten (10) business days after the Agreement date. In the event the payment is not made within ten (10) business days after the Agreement date, this Agreement will be void and of no further force and effect. PARTIES agree that, by December 31, 2022, the remaining money in the project fund (Administrative Fees are not included in the project fund) will be returned to TOWN. TOWN'S failure to approve DEVELOPMENT will not constitute a default by DISTRICT in its performance of this Agreement. Additional work requested beyond the contract documents for PROJECT will require an amendment to AGREEMENT.

## 6. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.

B. Construction Management and Payment

1. DISTRICT, with the concurrence of TOWN, shall administer and coordinate the construction-related work as provided herein.
2. DISTRICT, with concurrence of TOWN, shall select and award construction contract(s).
3. DISTRICT shall require the contractor to provide adequate liability insurance that includes TOWN. The contractor shall be required to indemnify TOWN. Copies of the insurance coverage shall be provided to TOWN.
4. DISTRICT, with assistance of TOWN, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of TOWN, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to TOWN on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
5. DISTRICT, with concurrence of TOWN, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
8. DISTRICT, with concurrence of TOWN, shall prepare and issue all written change or work orders to the contract documents.
9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
10. DISTRICT shall provide TOWN a set of reproducible "as-built" plans.

C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that TOWN shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at TOWN's request, shall assist TOWN with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to TOWN, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

TOWN agrees to regulate and control the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that TOWN cannot obligate itself by contract to exercise its police powers. If TOWN fails to regulate the floodplain of Lemon Gulch within TOWN in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and TOWN shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.B. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs, or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

13. CONTRACTING OFFICERS

- A. The contracting officer for TOWN shall be Public Works and Engineering Director, 20120 Mainstreet, Parker, Colorado 80138.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be

responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or TOWN. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with TOWN the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from TOWN needed to complete PROJECT in a timely manner. TOWN agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to TOWN.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the TOWN where PROJECT is located.

18. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

19. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

20. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

21. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all

contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

22. PUBLIC RELATIONS

It shall be at TOWN's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist TOWN as needed and appropriate.

23. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

24. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of TOWN and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of TOWN and/or DISTRICT.

25. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 C.R.S. *et seq.* The following language shall be included in any contract for public services:

- A. At the time of execution of this Agreement, CONTRACTOR does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- B. CONTRACTOR shall participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- D. CONTRACTOR shall not enter into a contract with a subconsultant or subcontractor that fails to certify to CONTRACTOR that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
  - E. CONTRACTOR shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in the E-Verify Program.
  - F. CONTRACTOR is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligation under this Agreement, and that otherwise requires CONTRACTOR to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - G. If CONTRACTOR obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contract with an illegal alien, it will notify such subconsultant or subcontractor and PARTIES within three (3) days. CONTRACTOR shall also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three (3) day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
  - H. CONTRACTOR shall comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.
  - I. CONTRACTOR shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirms that it has examined the legal work status of such employees, retained file copies of the documents required by 8 U.S.C. Section 1324a, and not altered or falsified the identification documents for such employees. CONTRACTOR shall provide a written, notarized copy of the affirmation to PARTIES.
27. GOVERNMENTAL IMMUNITIES
- PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.
28. INTENT OF AGREEMENT
- Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the TOWN, the DISTRICT or any other entity not a party hereto.
29. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year written below.

URBAN DRAINAGE AND FLOOD  
CONTROL DISTRICT D/B/A  
MILE HIGH FLOOD DISTRICT

By\_\_\_\_\_

Name Ken A. MacKenzie

Title Executive Director

Date\_\_\_\_\_

TOWN

By\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

\_\_\_\_\_  
Checked By

AGREEMENT REGARDING  
CONSTRUCTION  
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD  
TOWN OF PARKER

Agreement No. 20-01.13

Project No. 107087

Exhibit A





AGREEMENT REGARDING  
CONSTRUCTION  
OF FEE-IN-LIEU DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR  
LEMON GULCH UPSTREAM OF CROWFOOT VALLEY ROAD  
TOWN OF PARKER

Agreement No. 20-01.13

Project No. 107087

Exhibit B

CONTRACTOR'S SCOPE

(attach here)

**EXHIBIT B**

**BRANDY GULCH AT LOOKING GLASS  
MHFD BID SCHEDULE  
NARANJO CIVIL CONSTRUCTORS, INC.  
2/6/2020**

**Instructions:**  
**Contractor Input**

[illegible]



## **PROPOSAL**

**Project:** Brandy Gulch Channel Improvements at Looking Glass

**To:** Michael Grabczyk, Town of Parker  
Alex Mestdagh, Town of Parker  
Barbara Chongtouna, Mile High Flood District

**From:** Joe Juergensen, Muller Engineering  
Sara Johnson, Muller Engineering

**Date:** March 4, 2020

**Subject:** Construction Management Services Scope and Fee

---

This proposal describes a scope of services to complete construction management services for construction of stream restoration improvements for Brandy Gulch at Looking Glass just downstream of the proposed Spirit Trail Boulevard to just upstream of the confluence with Lemon Gulch in Parker, Colorado. This work is based on a 100% design package entitled Brandy Gulch Channel Improvements at Looking Glass, completed by Muller Engineering Company in February 2020. Primary improvements will include two trail crossings and channel and floodplain stabilization, including bank protection, channel grading and rock lining, and revegetation.

Muller will continue to team with Ecological Resource Consultants, Inc. to complete this work. Additional assistance will be provided by CTL Thompson, Inc. The following sections will discuss the scope of services, associated fee, and project schedule for the construction management phase of work.

## **SCOPE OF SERVICES**

### **Contract Administration**

Contract administration for construction services will be provided. This work will be completed by Muller Engineering Company and will include reviewing product submittals, coordinating field engineering and special services, coordination with the Looking Glass team, attending a preconstruction meeting and 17 progress meetings by project managers and/or inspectors (inspector hours are covered under field engineering item) and preparation of meeting notes, assisting with field orders, change orders and partial pay estimates (assume 4), and attending final walk-through and assisting with preparing associated punchlist.

Project management and administration services will also be provided. Schedule and budget updates will be provided with monthly invoicing, including progress reports with invoices. Muller will coordinate with project sponsors as needed throughout the project. The parties expected to be involved in the effort are as follows:

- Mile High Flood District: project sponsor



- Town of Parker: project sponsor
- Looking Glass Team: project sponsor

### Field Engineering

Field engineering for construction services will be provided. This will include inspection of the constructed improvements and preparation of inspection reports by Muller Engineering Company. The total duration of inspection services is assumed to be 4 months. The level of effort for inspection by Muller staff over the course of this duration is divided into three categories as described below:

- Light Period (1 month). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 10 hrs/wk Adam and 2 hrs/wk Katy.
- Medium Period (2 months). Assume 2 hrs/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 4 hrs/wk Katy, and 1 hr/wk Andy.
- Heavy Period (1 month). Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 24 hrs/wk Adam, 6 hrs/wk Katy, and 2 hrs/wk Andy.

As detailed in the fee spreadsheet in Appendix A Muller anticipates the following levels of support: Month 1 Medium, Month 2 Heavy, Month 3 Medium and Month 4 Light.

Specialty inspection will also be provided by subconsultants of Muller. This inspection is presented in the Special Services section of this proposal.

### Document Preparation

Preparation of record drawings will be completed by Muller Engineering Company upon completion of the constructed improvements. This work will include a site visit and preparation of a stamped PDF set of drawings. Survey work required for record drawings will be completed by the developer's surveyor, EMK, and is not included in this scope of services.

### Special Services

Muller will work with their project partners to provide special services required by the project. Detailed scope and fee information for each of the services will be included in Appendix B once subconsultant scope and fees are received.

Materials testing will be completed by **CTL Thompson, Inc.** as a subconsultant to Muller Engineering Company. These services include moisture/density testing for all earthwork operations, subgrade testing in the vicinity of structures, and concrete/shotcrete testing for concrete structures.

**Ecological Resource Consultants, Inc. (ERC)** will provide construction inspection for topsoil placement and revegetation work during construction of the proposed improvements as a subconsultant to Muller Engineering Company.

Muller will perform topsoil testing in combination with regular site visits to confirm depths and quality in proposed locations. Topsoil soil samples will be sent to Colorado State University's Soil Analysis Lab for quality testing. Muller will coordinate with ERC to review results and confirm soil amendment specifications.

## **ASSUMPTIONS AND EXCLUSIONS**

1. Legal descriptions and exhibits for easements are not included in this scope of work.
2. Applying for and obtaining the State's Stormwater Discharge permit is not included in this scope and is assumed to be completed by the contractor.
3. For the purposes of environmental permitting, it is assumed that no eligible historic properties are present.
4. Preconstruction and post construction weed management is not included in this scope and fee. It is assumed that this will be coordinated and contracted separate from this contract.
5. Preparing for and submitting a LOMR application to FEMA is not included in this scope and fee.
6. Post construction 404 permit and vegetation monitoring is not included in this scope and fee.
7. Post construction survey for record drawings is not included in this scope and fee.

## **FEE**

The total estimated fee to complete the above scope items is **\$127,928**. A spreadsheet showing anticipated work hours is included in Appendix A. Muller Engineering Company will provide regular communication regarding the status of the budget and notification if requested tasks will require more time than shown in the fee.

## **SCHEDULE**

It is assumed that major construction will begin in April 2020 and will last until July 2020, for a total of 4 months. The proposed scope of work will follow the progress of construction. Post construction services, including record drawings and reporting will be completed within three months of substantial completion of the constructed improvements. Muller will work with the project sponsors to refine this schedule as needed.

We appreciate the opportunity to assist you with construction of this project. We look forward to working together to bring this project to a successful completion.

Please contact us at 303-988-4939 if you have any questions regarding this proposal.

# Appendix A

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## Detailed Fee Estimate

MULLER ENGINEERING COMPANY  
PROJECT FEE ESTIMATE



CLIENT:

Mile High Flood District

PROJECT:

Brandy Gulch Channel Improvements at Looking Glass

PROPOSAL NO.: 918.25

PREPARED BY: SDW

CHECKED BY: SRJ

PROJECT NO.: 19-037.03

DATE: 3/4/2020

PROPOSED TOTAL FEE: \$ 127,928

| TASK NO. | ITEM DESCRIPTION                                                                                                                    | LABOR (HOURS)            |                       |                        |                   |                               |                            | EXPENSES         |                 |              |           |                    |               |                | TOTALS       |            |           |            |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------|------------------------|-------------------|-------------------------------|----------------------------|------------------|-----------------|--------------|-----------|--------------------|---------------|----------------|--------------|------------|-----------|------------|
|          |                                                                                                                                     | Senior Project Manager 8 | Project Manager 6 (H) | Construction Manager 5 | Design Engineer 3 | Senior Project Engineer 6 (H) | Technician/CADD Operator 3 | OUTSIDE SERVICES | TRAVEL / LIVING | REPRODUCTION | EQUIPMENT | DELIVERY / POSTAGE | MISCELLANEOUS | VENDOR (MISC.) | TIME (HOURS) | LABOR COST | EXPENSES  | SUBTOTAL   |
|          |                                                                                                                                     | 2020 Billing Rate >>>    | \$191                 | \$166                  | \$142             | \$121                         | \$166                      | \$99             |                 |              |           |                    |               |                |              |            |           |            |
| 100      | Contract Administration                                                                                                             |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | Attend pre-construction meeting.                                                                                                    | 4                        | 4                     | 4                      |                   |                               |                            |                  | \$ 75           |              |           |                    |               |                | 12           | \$ 1,996   | \$ 75     | \$ 2,071   |
|          | Review applicable product submittals.                                                                                               | 2                        | 4                     | 12                     | 16                | 4                             |                            |                  |                 |              |           |                    |               |                | 38           | \$ 5,350   |           | \$ 5,350   |
|          | Coordinate Field Engineering and Special Services.                                                                                  |                          | 4                     | 8                      |                   |                               |                            |                  |                 |              |           |                    |               |                | 12           | \$ 1,800   |           | \$ 1,800   |
|          | Coordination with Looking Glass team                                                                                                | 12                       | 24                    | 8                      | 8                 |                               |                            |                  |                 |              |           |                    |               |                | 52           | \$ 8,380   |           | \$ 8,380   |
|          | Attend progress meetings (Construction Manager and Project Engineer covered in Field Engineering)                                   | 12                       | 18                    |                        |                   | 4                             |                            |                  | \$ 644          |              |           |                    |               |                | 34           | \$ 5,944   | \$ 644    | \$ 6,588   |
|          | Assist in preparing field orders, change orders, and pay applications (assume 4).                                                   |                          | 4                     | 12                     | 4                 |                               |                            |                  |                 |              |           |                    |               |                | 20           | \$ 2,852   |           | \$ 2,852   |
|          | Project Closeout. Attend final inspection and prepare punch list.                                                                   | 4                        | 4                     | 6                      |                   |                               |                            |                  | \$ 75           |              |           |                    |               |                | 14           | \$ 2,280   | \$ 75     | \$ 2,355   |
|          | Project Management and Invoicing Reports                                                                                            | 2                        | 8                     |                        |                   |                               |                            |                  |                 |              |           |                    |               |                | 10           | \$ 1,710   |           | \$ 1,710   |
|          |                                                                                                                                     |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | SUBTOTAL                                                                                                                            |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                | 192          | \$ 30,312  | \$ 794    | \$ 31,106  |
| 200      | Field Engineering                                                                                                                   |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | Muller inspection - Month 1 (medium coverage). Assume 2 hr/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 4 hrs/wk Katy, and 1 hr/wk Andy.  | 9                        | 26                    | 69                     | 17                | 4                             |                            |                  | \$ 724          |              |           |                    |               |                | 126          | \$ 18,633  | \$ 724    | \$ 19,357  |
|          | Muller inspection - Month 2 (heavy coverage) . Assume 2 hrs/wk Joe, 8 hrs/wk Sara, 24 hrs/wk Adam, 6 hrs/wk Katy, and 2 hr/wk Andy. | 9                        | 35                    | 104                    | 26                | 9                             |                            |                  | \$ 885          |              |           |                    |               |                | 182          | \$ 26,763  | \$ 885    | \$ 27,648  |
|          | Muller inspection - Month 3 (medium coverage). Assume 2 hr/wk Joe, 6 hrs/wk Sara, 16 hrs/wk Adam, 4 hrs/wk Katy, and 1 hr/wk Andy.  | 9                        | 26                    | 69                     | 17                | 4                             |                            |                  | \$ 724          |              |           |                    |               |                | 126          | \$ 18,633  | \$ 724    | \$ 19,357  |
|          | Muller inspection - Month 4 (light coverage). Assume 1 hr/wk Joe, 4 hrs/wk Sara, 10 hrs/wk Adam and 2 hrs/wk Katy.                  | 4                        | 17                    | 43                     | 9                 | 0                             |                            |                  | \$ 563          |              |           |                    |               |                | 74           | \$ 10,907  | \$ 563    | \$ 11,470  |
|          |                                                                                                                                     |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | SUBTOTAL                                                                                                                            |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                | 507          | \$ 74,936  | \$ 2,896  | \$ 77,832  |
| 300      | Document Preparation                                                                                                                |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | As-built Drawings                                                                                                                   | 2                        | 8                     | 8                      | 16                | 2                             | 24                         |                  |                 |              |           |                    |               |                | 60           | \$ 7,490   |           | \$ 7,490   |
|          |                                                                                                                                     |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | SUBTOTAL                                                                                                                            |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                | 60           | \$ 7,490   |           | \$ 7,490   |
| 400      | Special Services                                                                                                                    |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | As-built Survey (EMK)(Paid for by Developer)                                                                                        |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           |            |
|          | Ecology (ERC)                                                                                                                       |                          |                       |                        |                   |                               |                            | \$ 5,000         |                 |              |           |                    |               |                |              |            | \$ 5,000  | \$ 5,000   |
|          | Materials Testing (CTL Thompson)                                                                                                    |                          |                       |                        |                   |                               |                            | \$ 5,000         |                 |              |           |                    |               |                |              |            | \$ 5,000  | \$ 5,000   |
|          | Topsoil                                                                                                                             |                          |                       |                        |                   |                               |                            | \$ 1,500         |                 |              |           |                    |               |                |              |            | \$ 1,500  | \$ 1,500   |
|          | SUBTOTAL                                                                                                                            |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            | \$ 11,500 | \$ 11,500  |
|          | TOTAL HOURS                                                                                                                         | 68                       | 182                   | 344                    | 113               | 27                            | 24                         |                  |                 |              |           |                    |               |                | 759          |            |           |            |
|          | TOTAL LABOR                                                                                                                         | \$ 13,052                | \$ 30,212             | \$ 48,848              | \$ 13,713         | \$ 4,537                      | \$ 2,376                   |                  |                 |              |           |                    |               |                |              | \$ 112,738 |           |            |
|          | TOTAL EXPENSES                                                                                                                      |                          |                       |                        |                   |                               |                            | \$ 11,500        | \$ 3,690        | \$ -         | \$ -      | \$ -               | \$ -          | \$ -           |              |            | \$ 15,190 |            |
|          | TOTAL FEE                                                                                                                           |                          |                       |                        |                   |                               |                            |                  |                 |              |           |                    |               |                |              |            |           | \$ 127,928 |



## Appendix B

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### Detailed Subconsultant Scope and Fee Estimates

- Ecological Resource Consultants, Inc. (No detailed information provided at this time)
- CTL Thompson, Inc. (No detailed information provided at this time)



## Request for Town Council Action

**Date:** April 6, 2020

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

**Reviewed By:** Michelle Kivela, Town Administrator

**Title:** **ORDINANCE NO. 3.353 - Second Reading**  
**A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management**

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

### EXECUTIVE SUMMARY

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Town Council has been considering policy alternatives to address wildlife management dating to mid-2019. The proposed ordinance will amend Title 13 of the Municipal Code by the addition of a new Section 13.10.250 entitled Prairie Dog Management. The proposed Code amendment will provide additional guidance and standards about the management of prairie dogs in connection with applications for development. The ordinance will encourage applicants to relocate prairie dogs and partner with non-profit conservation and public interest groups for their removal. It will require the use of humane means of extermination if relocation is infeasible or prohibited.

### STAFF RECOMMENDATION

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Approve

### BACKGROUND/DISCUSSION

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The Town has experienced substantial growth and development during the past ten years like many communities in the Denver Metro Region since the end of the Great Recession. This growth and development has the potential to impact natural features, wildlife and wildlife habitat as development proposals are approved and land is disturbed by construction activities.

This issue is of concern to a segment of Parker and Douglas County residents who have commented upon it at Planning Commission and Town Council meetings. A recent example includes the Dominion Development proposal for a multi-family residential development called

South Range Crossings in Stroh Ranch where residents expressed multiple concerns including about the impact of construction upon an existing prairie dog colony.

In 2019, the Town Council directed the Community Development Department to research potential options for wildlife management including managing the impact of development upon prairie dogs and other animals as well as wildlife habitat. Community Development staff made several presentations with potential policy alternatives for consideration at the July 22, 2019; September 23, 2019; and February 10, 2020 Town Council Study Sessions.

Town Council directed the following at the February 10, 2020 Study Session:

1. Prepare an ordinance codifying the policy approach for management of prairie dogs that staff discussed with Council. **Proposed Ordinance 3.353 implements this direction,**
2. Prepare a draft ordinance for an Environmental Assessment (EA) provision that would provide applicants and the Town with a tool to evaluate the impact of development upon certain natural features, wildlife and wildlife habitat. **Staff is working on the EA provision and will schedule a follow-up discussion with Council this spring.**

Approximately 12-15 members of the public attended the Planning Commission meeting and made multiple public comments, most of which were supportive of proposed Ordinance No. 3.353.

The Planning Commission held a public hearing on Proposed Ordinance No. 3.353 on March 12, 2020 and voted 7-0 to recommend that Town Council approve the Ordinance.

## FINANCIAL IMPACT

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None

## STRATEGIC GOAL(S)

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DEVELOP A VISIONARY  
COMMUNITY THROUGH  
BALANCED GROWTH



INNOVATE WITH  
COLLABORATIVE  
GOVERNANCE

## ATTACHMENTS

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1. Ordinance No. 3.353
2. Planning Commission Staff Report
3. DRAFT March 12, 2020

## RECOMMENDED MOTION

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I move to approve Ordinance No. 3.353 on second reading.

**ORDINANCE NO. 3.353, Series of 2020**

**TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 13 OF THE PARKER MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 13.10.250 ENTITLED PRAIRIE DOG MANAGEMENT**

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

**Section 1.** Chapter 13.10 of the Parker Municipal Code is amended by the addition thereto of a new Section 13.10.250, entitled prairie dog management, to read as follows:

**13.10.250 Prairie dog management.**

(a) Intent. The purpose of this Section is to provide for the humane management of prairie dogs in connection with development. It is the intent of the Town of Parker that prairie dogs shall be managed humanely, with preference given to relocation, if feasible, and if not, humanely exterminated.

(b) Applicability. The provisions contained in this Section are in addition to, and do not supersede, any state or federal rules, regulations or standards concerning the management of prairie dogs. They shall apply to the following application types when prairie dogs are present on a site:

- (1) Demolition permit;
- (2) Grading plan;
- (3) Sketch/preliminary plan;
- (4) Minor development plat;
- (5) Replat; and
- (6) Site plan or preliminary site plan

(c) Relocation. Applicants are encouraged to partner with nonprofit conservation and public interest groups to relocate existing prairie dogs; provided, however, no relocation of prairie dogs shall occur between April 1 and June 1, which is the birthing season.

(d) Use of humane extermination. If relocation of prairie dogs is infeasible or prohibited, except as provided in Subsection (c) above, the applicant shall utilize humane extermination using a licensed professional exterminator to eradicate all or part of a prairie dog colony. All products shall be approved for use by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service, and U.S. Environmental Protection Agency. Humane extermination shall not occur when endangered or threatened species such as the Western Burrowing Owl or Black-Footed Ferret are

present on a site until such species are protected or relocated in accordance with the requirements of the U.S. Fish and Wildlife Service. For purposes of this Section, humane extermination shall include the use of products that (1) are nontoxic (such as carbon dioxide and carbon monoxide); (2) eliminate secondary poisoning; and (3) eliminate impacts to nontarget species.

(e) Certification. As a condition of approval and prior to the commencement of site development, the applicant shall provide a certification in a form acceptable to the Town indicating compliance with the provisions of this Section.

**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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mike Waid, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney



## **Planning Commission Staff Report**

**Planning Commission Date:** 3/12/2020

**Town Council Date:** 4/6/2020

**Hearing Type:** Public Hearing  
**DRAFT ORDINANCE NO. 3.353 – A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management**

**Location:** Town-wide

**Project Planner:** John Fussa, Community Development Director

**Applicant:** Town of Parker

**Executive Summary:** The proposed ordinance will amend Title 13 to provide additional guidance and standards about wildlife management in connection with applications for development. The ordinance will encourage applicants to relocate prairie dogs and partner with non-profit conservation and public interest groups for their removal. It will require the use of humane means of extermination if relocation is infeasible or prohibited.

**Staff Recommendation:** Approval

### **RECOMMENDED MOTION**

***“I move the Planning Commission recommend Town Council approve an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management.”***

### **ALTERNATIVE MOTIONS**

***“I move the Planning Commission recommend Town Council approve an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management, as conditioned:”***

- List conditions (by Planning Commission or staff)

***“I move the Planning Commission recommend Town Council deny an ordinance to Amend Title 13 of the Parker Municipal Code Regarding Prairie Dog Management.”***

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

## **I. BACKGROUND/DISCUSSION**

The Town has experienced substantial growth and development during the past ten years like many communities in the Denver Metro Region since the end of the Great Recession. This growth and development has the potential to impact wildlife and wildlife habitat as development proposals are approved and land is disturbed by construction activities. This issue is of concern to a segment of Parker and Douglas County residents who have commented upon it at Planning Commission and Town Council meetings. A recent example includes the Dominion Development proposal for a multi-family residential development called South Range Crossings in Stroh Ranch where residents expressed their concern about the impact of construction upon an existing prairie dog colony.

In 2019, the Town Council directed the Community Development Department to research potential options for mitigating the impact of development upon prairie dogs and other wildlife as well as wildlife habitat. Community Development staff presented several options at the July 22, 2019; September 23, 2019; and February 10, 2020 Town Council Study Sessions. Council directed staff to prepare an ordinance codifying the concept(s) for Prairie Dog Management at the February 10, 2020 Study Session. The proposed Ordinance 3.353 addresses this direction.

## **PRIOR ACTIONS**

| Date | Action |
|------|--------|
|      | None   |

## **II. PARKER 2035 MASTER PLAN**

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

| MASTER PLAN CONSISTENCY       |                                                                                                         |
|-------------------------------|---------------------------------------------------------------------------------------------------------|
| 2035 Master Plan              | Choose an item.<br><input checked="" type="checkbox"/> Consistent <input type="checkbox"/> Inconsistent |
| Consistent Goals/Strategies   | <a href="#"><u>Natural Resource Protection 1, 1.B, 2.C</u></a>                                          |
| Inconsistent Goals/Strategies | None                                                                                                    |
| Staff Analysis                | Consistent with the Master Plan                                                                         |

## **III. CONCLUSION**

Proposed Ordinance No. 3.353 will implement Town Council direction regarding wildlife management as it relates to Prairie Dogs in connection with applications for development. The proposal will provide a planning and zoning tool to manage the impact of development upon this species that does not currently exist. It is consistent with the Parker 2035 Master Plan Goals and Strategies for Natural Resource Protection therefore staff guidance is that Planning Commission recommend approval to the Town Council.

## **IV. ATTACHMENTS**

Draft Ordinance No. 3.353

**Report Approved By: John Fussa, Community Development Director**



## **PLANNING COMMISSION MINUTES**

**March 12, 2020**

Vice Chair John Howe called the meeting to order at 7:00 p.m.

The Planning Commission and audience joined in saying the Pledge of Allegiance.

Also, present were Commissioners Richard Foerster, Ruth Ann Nelson and Eliana Burke. Alternate Kimberly Rodell was seated for the vacant position and Alternate Susan Caudill was seated for the absent Commissioner Erik Frandsen. Chair Gary Poole and Alternate Tracie Manske were absent.

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

None

### **APPROVAL OF MINUTES**

Commissioner Ruth Ann Nelson moved to approve the February 13, 2020 meeting minutes. Vice Chair John Howe seconded; a vote was taken and passed 7:0.

### **PUBLIC HEARING: OPENED: 7:02 P.M. PARKER POINTE FILING NO. 1 - Minor Development Plat**

Applicant: Parker and Stroh, LLC  
Location: Southeast Corner of Parker Road and Stroh Road  
Department: Community Development, Paul Workman  
TRAKiT No.: SUB19-052

Paul Workman, Planner, presented the staff report for the Parker Pointe Filing No. 1 – Minor Development Plat request. Mr. Workman concluded with the determinations in the staff report and recommended the Planning Commission recommend Town Council approve the minor development plat request.

Commissioners discussed with staff:

- if there were any different referral comments from the previous approval; (*Staff said no, there were not.*)
- if there were any major changes in the request from when last heard; (*Staff said no, there were not.*)



## **APPLICANT PRESENTATION**

None

Commissioners had no questions for the applicant.

## **PUBLIC COMMENT OPENED**

- Michelle Hinerman, 5318 S Telluride Way, Centennial, CO wanted to know if there are prairie dogs on the property and if there will be consideration given to relocation
- Amanda Steinhauser, 9157 Bayou Gulch Road, Parker, CO wanted to know the plan to address red-tailed hawks nesting in trees on the property

## **PUBLIC COMMENT CLOSED**

Staff said the applicant needs to comply with all local, state and federal requirements for prairie dog mitigation; and deferred to the applicant to address the mitigation process.

Staff said the Town and the applicant are aware of the red-tailed hawks' nesting and have been working with the Colorado Parks and Wildlife to determine if and when construction will stop or not occur.

Jerry Davidson, Perception Design Group, Inc., 6901 S Pierce Street, Suite 315, Littleton, CO 80123 said they are aware of the prairie dogs on the property and will comply with local, state and federal regulations. Mr. Davidson said they are working closely with an environmental consultant and the Division of Wildlife concerning the red-tailed hawk; they are aware that if nesting is in progress, construction will need to stop until nesting is completed.

## **PUBLIC HEARING: CLOSED: 7:13 P.M. PARKER POINTE FILING NO. 1 - Minor Development Plat**

## **PLANNING COMMISSION DISCUSSION**

Planning Commissioners discussed the proposed minor development plat request:

- was previously recommended for approval
- meets the Parker 2035 Master Plan criteria and Town standards
- needs to comply with Colorado Parks and Wildlife and US Fish and Wildlife Service requirements

Commissioner Eliana Burke moved that the Planning Commission recommend Town Council approve the Parker Pointe Filing No. 1 – Minor Development Plat. Commissioner Richard Foerster seconded; a vote was taken and passed 7:0.

**PUBLIC HEARING: OPENED: 7:15 P.M. DRAFT ORDINANCE - A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management**

Location: Townwide

Department: Community Development, Bryce Matthews

TRAKiT No.: SUB19-052

John Fussa, Community Development Director, presented the staff report for the draft ordinance regarding prairie dog management. Mr. Fussa concluded with the determinations in the staff report and recommended the Planning Commission recommend Town Council approve the proposed ordinance.

Commissioners discussed with staff:

- the effective date for the ordinance; *(Staff said if Town Council approves the ordinance at the April 6, 2020 meeting, the ordinance will be effective 10 days after that.)*
- if previous applicants are grandfathered prior to the effective date; *(Staff said there will be no grandfathering; upon the effective date, applicants will be bound by the ordinance.)*
- if the proposed ordinance, once effective, would be applicable to previously approved projects, prior to the ordinance effective date, with a subsequent grading permit after the ordinance effective date; *(Staff said in that case, the applicant would be bound by the proposed ordinance for the grading permit, if approved.)*
- who determines relocation is not feasible and give an example; *(Staff said the applicant will be responsible for providing documentation on the infeasibility to relocate for staff review and approval; an example of infeasibility to relocate would be if there is a lack of a proper receiving ground for the prairie dogs.)*
- the time-frame for developer compliance to relocate or use humane extermination; *(Staff said there is no specified time-frame within the ordinance for compliance; Town Council is establishing this first step in prairie dog management in an attempt to strike a balance between relocation and humane extermination. Staff is looking for good faith efforts by developers, realizing implementation of the ordinance will necessitate amendments in the future.)*
- if prior to extermination determination, Colorado Parks and Wildlife and US Fish and Wildlife will be consulted for impacts to other wildlife, as well as prairie dogs and once requirements are met, extermination would be possible; *(Staff said the ordinance states, through referral and in accordance with state and federal designated endangered or threatened species, extermination shall not occur. Staff said if Town Council approves the ordinance staff will create administrative provisions for implementation through certification, check-list and an in-take tracking form available online to ensure applicants take the standards seriously and in a timely manner.)*
- where this ordinance stands relative to peer communities in Douglas County; *(Staff said based on research, the Town of Parker is the first municipality within Douglas County to have prairie dog management regulations directly related to the development process as conditions for approval.)*

- if Douglas County has a similar ordinance; (*Staff said not for development applications but they do have standards, policies and practices with regard to prairie dog management relative to public lands owned and managed by the county.*)

### **APPLICANT PRESENTATION**

None; staff presentation, only.

### **PUBLIC COMMENT OPENED**

The following citizens spoke in support of recommending approval of the ordinance; stating that the ordinance is a good first step that:

- strikes a balance between supporting prairie dogs lives and allowing new development
  - stops stigmatizing prairie dogs
  - supports attempts to relocate prairie dogs
  - supports humane treatment of prairie dog removal
  - supports non-toxic prairie dog removal; prevents secondary poisoning of other species
  - is a good first effort; suggested establishing clear, relocation criteria and requirements for developers to meet in good faith and eliminate vagueness
  - hopefully, will protect other types of wildlife in future ordinances
  - suggested in subsection C to modify the word “encourage” to “required to make a good-faith effort”
  - suggested put certifications through rigorous review
  - encouraged moving forward to strengthen work in environmental conservation
- Mark Snyder, Junior, Ironstone Way, Parker, CO
  - Lynda Wilson, 11443 E Regency Court, Parker, CO
  - Jack Coyne, 19288 E Hickock Drive, Parker, CO
  - Jennifer Ready, 11629 Fenwick Circle, Parker, CO
  - Alex Austin, 11614 Club Drive, Parker, CO
  - Siobhan Roder-Cox, 42943 Vista Ridge Road, Parker, CO
  - Peter Ericson, 9272 E Pioneer Drive, Parker, CO

### **PUBLIC COMMENT CLOSED**

Staff response to public comment:

- appreciation for participation and citizen input
- staff researched other Colorado municipalities’ prairie dog ordinances to determine various scopes for an ordinance to be adopted by the Town of Parker
- substantive elements in the proposed ordinance are able to be added, deleted or modified in the future
- the proposed ordinance allows for policies and implementation tools to be administratively addressed
- citizen comments will be summarized and forwarded to Town Council for the April 6, 2020 public hearing
- Town Council will be providing future direction

**PUBLIC HEARING: CLOSED: 8:02 P.M. DRAFT ORDINANCE - A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code by the Addition Thereto of a New Section 13.10.250 Entitled Prairie Dog Management**

**PLANNING COMMISSION DISCUSSION**

Planning Commissioners discussed the proposed ordinance:

- by thanking the citizens, staff and Town Council for their participation and input
- takes the first step to create a policy that impacts the humane treatment of prairie dogs
- over time, allows for improvements to the ordinance through policy and implementation tools
- allows for working with the Department of Agriculture, United States Fish and Wildlife Department and Colorado Parks and Wildlife to ensure humane treatment of prairie dogs
- recognizes the reality that relocation of prairie dogs may not always be an option; and in that case provides for non-toxic extermination of prairie dogs
- in commending staff on their work with the proposed ordinance
- looking forward to Town Council's direction regarding the ordinance
- expressing concerns with determining feasibility timing issues for developers
- requesting consideration to changing language from "encourage to" to "required to make a good faith effort"
- by encouraging staff to closely monitor developer's good faith efforts to ensure the effort meets the intent of the proposed ordinance
- as having pride in the Town of Parker taking this first step that shows Town leadership is moving toward keeping harmony with the environment
- as a means to move forward with the ability to improve the language and the ordinance to meet a balance between development and protecting the environment

Commissioner Richard Foerster moved that the Planning Commission recommend Town Council approve an ordinance to Amend Title 13 of the Parker Municipal Code regarding prairie dog management. Commissioner Eliana Burke seconded; a vote was taken and passed 7:0.

**PLANNING COMMISSION ITEMS**

None

**STAFF ITEMS**

Bryce Matthews, Planning Manager, advised the Planning Commission that in addition to developing an ordinance on prairie dog management, Town Council directed staff to explore requirements for environmental assessments related to new development applications. Mr. Matthews said that information would be forthcoming to the Planning Commission.

## **ADJOURNMENT**

The meeting was adjourned at 8:08 p.m.

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Rosemary Sietsema  
Recording Secretary

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Gary Poole  
Chair