

TOWN OF PARKER COUNCIL AGENDA

July 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.

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. SPECIAL PRESENTATIONS

3. PARKER CHAMBER OF COMMERCE UPDATES

4. DOWNTOWN BUSINESS ALLIANCE UPDATES

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

6. **REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL**

7. **CONSENT AGENDA**

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

A. *APPROVAL OF MINUTES - June 15, 2020*

B. *ORDINANCE NO. 3.162.3 – First Reading*

A Bill for an Ordinance to Amend the Olde Town at Parker Planned Development Guide and Plan, and to Amend the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Carolyn Parkinson

Trakit No.: Z19-014

Second Reading: July 20, 2020

C. *ORDINANCE NO. 9.319 - First Reading*

A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2020, Coordinated Election

Department: Town Attorney, Kristin Hoffmann

Town Clerk, Carol Baumgartner

Second Reading: July 20, 2020

D. *ORDINANCE NO. 1.543 - First Reading*

A Bill for an Ordinance Approving the Well Site Easement Agreement (DD-4) by the Town of Parker and the Cottonwood Water and Sanitation District Concerning a Portion of Tract C, Cottonwood Subdivision Filing No. 8

Department: Engineering and Public Works, Tom Gill

Second Reading: July 20, 2020

8. **RESOLUTIONS**

RESOLUTION NO. 20-019

A Resolution to Approve the Settlement Agreement (Vista South)

Department: Town Attorney, Kristin Hoffmann

9. PUBLIC HEARINGS

A. PARKER AND PINE - Rezone, Minor Development Plat, and Subdivision Agreement

Applicant: EVT PARKER COLORADO, L.L.C.
Location: Southwest corner of Parker Road and Pine Lane
Department: Community Development, Carolyn Parkinson
TRAKiT No.: Z19-027 & SUB18-020

- 1. ORDINANCE NO. 3.193.4 - Second Reading**
A Bill for an Ordinance Amending Ordinance No. 3.193, Series of 2002, By the Deletion of Certain Property from the PD-Planned Development Known as Parker Auto Plaza
- 2. ORDINANCE NO. 3.355 - Second Reading**
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Commonly Known as the Parker and Pine Property to PD-Planned Development Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
- 3. Minor Development Plat**
- 4. Subdivision Agreement**

10. ORDINANCES

- A. ORDINANCE NO. 9.318 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered By the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker

Department: Town Attorney, Jamie Wynn
Community Development, John Fussa

- B. ORDINANCE NO. 3.01.123 - Second Reading**
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code to Add a New Section 13.05.015, Concerning Unauthorized Camping in Floodplains

Department: Town Attorney, Jamie Wynn

11. ADJOURNMENT

Parker Town Council

Executive Session Agenda

July 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. The election intergovernmental agreement with Douglas County
2. Parker Automotive PD Guide and Plan concerning real property commonly known as the Eisenberg Property

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

3. Town Administrator Evaluation Process
4. Town Attorney Evaluation Process

**TOWN OF PARKER COUNCIL
MINUTES
JUNE 15, 2020**

Mayor Pro Tem Joshua Rivero called the meeting to order at 5:30 P.M. Mayor Waid was absent.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were seven (7) items; under C.R.S. § 24-6-402(4)(b) there were three (3) items, the first was to receive legal advice on specific legal questions concerning Section 15.14 of the Town of Parker Home Rule Charter (emergency powers - the CARES Act - performance contracts for the PACE Center - Executive/PHO Orders); the second 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 and the third item was to receive legal advice on specific legal questions concerning proposed senate bill concerning measures to enhance law enforcement integrity; under C.R.S. § 24-6-402(4)(e) there were four (4) items, the first was My Mainstreet proposed purchase and sale of the PACE Lot 2; the second was proposed Intergovernmental Agreement Regarding the Community Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker; the third was proposed Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, a Multi-jurisdictional Housing Authority and the fourth was Parker Automotive PD Guide and Plan concerning real property commonly known as the Eisenberg Property.

EXECUTIVE SESSION

Debbie Lewis moved and Renee Williams seconded to go into Executive Session at 5:33 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.

John Diak moved and Renee Williams seconded to come out of Executive Session at 7:00 P.M.

The motion was approved unanimously.

Debbie Lewis moved and John Diak seconded to recess the regular meeting at 7:02 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Pro Tem Rivero reconvened the meeting at 7:09 P.M. Mayor Waid and Jeff Toborg were absent.

Mayor Pro Tem Rivero led us in the Pledge of Allegiance.

PUBLIC COMMENTS

There were none.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

Each Councilmember provided updates on meetings they each attended since the last meeting.

CONSENT AGENDA

- A. *APPROVAL OF MINUTES - May 15, 2020, May 18, 2020, May 26, 2020 and June 1, 2020*
- B. *ORDINANCE NO. 3.193.4 - First Reading*
A Bill for an Ordinance Amending Ordinance No. 3.193, Series of 2002, By the Deletion of Certain Property from the PD-Planned Development Known as Parker Auto Plaza
Department: Community Development, Carolyn Parkinson
Second Reading: July 6, 2020
- C. *ORDINANCE NO. 3.355 - First Reading*
A Bill for an Ordinance Rezoning Certain Property Within the Town of Parker, Colorado, Commonly Known as the Parker and Pine Property to PD-Planned Development Pursuant to the Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, Carolyn Parkinson
Second Reading: July 6, 2020
- D. *ORDINANCE NO. 9.318 - First Reading*
A Bill for an Ordinance Approving the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered By the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker
Department: Town Attorney, Jamie Wynn
Community Development, John Fussa
Second Reading: July 6, 2020
- E. *ORDINANCE NO. 3.01.123 - First Reading*
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code to Add a New Section 13.05.015, Concerning Unauthorized Camping in Floodplains
Department: Town Attorney, Jamie Wynn
Second Reading: July 6, 2020

F. *RESOLUTION NO. 20-029*

A Resolution to Approve the Chair and to Appoint Members and Alternates to the Town of Parker Planning Commission

Department: Community Development, Rosemary Sietsema

G. *RESOLUTION NO. 20-028.1*

A Resolution to Amend Resolution No. 20-028, Series of 2020, Concerning the Adoption of the Development-Related User Fee Schedule and Administrative Code Fee Schedule, Effective June 15, 2020

*Department: Town Attorney, Kristin Hoffmann
Town Administrator, Dannette Robberson
Community Development, Randy Sale*

H. *CONTRACTS OVER \$100,000*

1. *Parker Town Hall Chiller Replacement (CIP 20-18)*

*Amount: \$172,688
Contractor: Colorado Mechanical Systems Inc.
Department: Engineering/Public Works, Jim Gilbert*

2. *Indoor Sports Field Turf Replacement- Fieldhouse (RFP #20-004)*

*Amount: \$120,648
Contractor: RMTS, Inc. Rocky Mountain Turf Solutions
Department: Parks, Recreation and Open Space, Mary Colton*

3. *Axon Professional Services Agreement - Year 2*

*Amount: \$185,136.00
Contractor: Axon Enterprise, Inc.
Department: Information and Technology, Jason Long*

Renee Williams moved and Debbie Lewis seconded to approve Consent Agenda Items 4A through 4H.

A roll call vote was taken:	John Diak	-	Yes
	Debbie Lewis	-	Yes
	Joshua Rivero	-	Yes
	Renee Williams	-	Yes
	Cheryl Poage	-	Yes

The motion was approved unanimously.

RESOLUTIONS

A. COMPARK VILLAGE SOUTH

The developer of the proposed Compark Village South subdivision is requesting extensions of several items associated with this project. This item includes the following requests:

- An extension to the expiration date of the development's Minor Development Plat (Filing No. 1) that creates the major infrastructure for the project, and approval of the associated Amended and Restated Subdivision Agreement.
- An extension to the expiration date of the developments' Final Plats - Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1 – that create single-family residential lots.

These extensions are being requested due to difficulties in obtaining financing for the project because of volatility in the bond market due to the COVID 19 pandemic.

Applicant

Michael Vickers, Denver, CO, was present and provided an update on the project. Mr. Vickers requested another six (6) month extension due to the COVID-19 pandemic which led to problems in the bond market through which the developer intends to fund the infrastructure. He has requested the expiration date for the Minor Development Plat and Subdivision Agreement be extended to December 31, 2020 to allow for the market to settle and allow financing to be obtained.

Public Comment - None

1. RESOLUTION NO. 20-030

A Resolution to Amend Resolution No. 19-104, Series of 2019, to Extend the Expiration Date of the Minor Development Plat for Compark Village South Filing No. 1 Through December 31, 2020, and Approve the Subdivision Agreement for Compark Village South Filing No. 1

Department: Engineering/Public Works, Alex Mestdagh

Debbie Lewis moved to approve Resolution No. 20-030.

Renee Williams seconded the motion.

A roll call vote was taken:	John Diak	-	Yes
	Debbie Lewis	-	Yes
	Joshua Rivero	-	Yes
	Renee Williams	-	Yes
	Cheryl Poage	-	Yes

The motion passed unanimously.

2. RESOLUTION NO. 20-031

A Resolution to Amend Resolution No. 19-105, Series of 2019, to Extend the Expiration Date of the Final Plats for Compark Village South Filing No. 2 and Compark Village South Filing No. 2 - Amendment No. 1 Through June 30, 2021

Department: Engineering/Public Works, Alex Mestdagh

Cheryl Poage moved to approve Resolution No. 20-031.

Debbie Lewis seconded the motion.

A roll call vote was taken: John Diak	- Yes
Debbie Lewis	- Yes
Joshua Rivero	- Yes
Renee Williams	- Yes
Cheryl Poage	- Yes

The motion passed unanimously.

ORDINANCES

A. ORDINANCE NO. 5.37.1 - Second Reading

A Bill for an Ordinance to Amend Chapter 4.05 of the Parker Municipal Code Regarding Unclaimed Property

Department: Town Attorney, Kristin Schledorn

This ordinance revises Chapter 4.05 of the Parker Municipal Code to comply with changes required by SB 19-088, concerning the adoption of the Revised Uniform Unclaimed Property Act.

SB 19-088, which takes effect on July 1, 2020, adopts the Revised Uniform Unclaimed Property Act. In order for the provisions of the Act to not apply to a local government, the local government must adopt an ordinance relating to the disposition of property, which (1) requires the Town to hold the property for the owner for at least five years after it is presumed abandoned under C.R.S. 38-13-201(1)(j) (one year after the property becomes distributable); and (2) provides the State Treasurer with specified information concerning such property. This ordinance makes those changes to Chapter 4.05 of the Parker Municipal Code, entitled Unclaimed Property.

Public Comment - None

John Diak moved to approve Ordinance No. 5.37.1 on second reading.

Cheryl Poage seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes
Cheryl Poage	-	Yes

The motion passed unanimously.

B. ORDINANCE NO. 5.32.5 - Second Reading

**A Bill for an Ordinance to Amend Section 10.01.060 of the Parker Municipal Code
Concerning Pedestrians on Medians and Shoulders**

Department: Town Attorney, Jamie Wynn

The purpose of this amendment is to update the Parker Municipal Code to address safety concerns with respect to pedestrians located on certain medians and shoulders on and along the roadways in the Town.

The Code section entitled Solicitation on or near street or highway, has been retitled as Pedestrians on medians and shoulders, and has been modified to further detail the specific traffic flow considerations and operations as well as the focus on the safety concerns of pedestrians on certain medians and shoulders which pose a higher safety risk for pedestrian traffic.

Under the applicable national standards, the recommended minimum safe width for pedestrian safety islands is six feet. In the Town of Parker, the majority of roadways that would be subject to this proposed Ordinance have medians that exceed seven feet in width, with the exception of these medians that narrow at intersections for specific purposes, such as accommodating left-hand turn lanes.

Public Comment - None

John Diak moved to approve Ordinance No. 5.32.4 on second reading.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes
Cheryl Poage	-	Yes

The motion passed unanimously.

John Diak moved to amend the motion to read Resolution No. 5.32.5.

A roll call vote was taken:	John Diak	-	Yes
	Debbie Lewis	-	Yes
	Joshua Rivero	-	Yes
	Renee Williams	-	Yes
	Cheryl Poage	-	Yes

The motion passed unanimously.

PUBLIC HEARINGS

A. CHERRY CREEK SOUTH METROPOLITAN DISTRICT NO. 10

(Continued from 5/18/20 and continued from 6/4/20)

Department: Town Attorney, Kristin Hoffmann

7:35 P.M.

This resolution approves the service plan for Cherry Creek South Metropolitan District No. 10. The ordinance approves the intergovernmental agreement with the District.

In October 2004, the Town Council approved the Consolidated Service Plan (the “Original Service Plan”) for Cherry Creek South Metropolitan District Nos. 2 – 11 (the “Cherry Creek Districts”). At the time of the Town’s approval of the Original Service Plan it was anticipated that the Cherry Creek Districts would collectively undertake the financing and construction of the public improvements. However, as a result of the sale of the property to differing interests with differing development plans, it is no longer feasible or practicable for the Cherry Creek Districts to operate under the Original Service Plan.

In 2016, the Town Council approved the amended and restated consolidated service plan for District Nos. 2 and 3, and they operate independently from District Nos. 4-11. District No. 10 has submitted an application to amend and restate its service plan. This plan is submitted and processed under the recently approved metropolitan district policies.

Meagan Murphy, 15834 E. Otero Avenue, Centennial, CO, briefly described the metropolitan district.

Public Comment - None

The Public Hearing was closed at 7:44 P.M.

1. RESOLUTION NO. 20-020

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 10

John Diak moved to approve Resolution No. 20-020.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes
Cheryl Poage	-	Yes

The motion passed unanimously.

2. **ORDINANCE NO. 9.315 - Second Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.10

John Diak moved to approve Ordinance No. 9.315 on second reading.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes
Cheryl Poage	-	Yes

The motion passed unanimously.

B. CHERRY CREEK SOUTH METROPOLITAN DISTRICTS NOS. 4-9 and 11 (Continued from 5/18/20 and continued from 6/4/20)

Department: Town Attorney, Kristin Hoffmann

Rivero: This is a public hearing for Cherry Creek South Metropolitan Districts Nos. 4-9 and 11 which was continued from May 18, 2020, and continued from June 4, 2020.

7:46 P.M.

The purpose of this public hearing is for Town Council to consider service plans for Cherry Creek South Metropolitan Districts Nos. 4-9 and 11 which are residential metropolitan districts and intergovernmental agreements between the Town and the Districts.

Rivero: Councilmember Poage has declared a conflict of interest and is disqualified from participating in any matter before the Town concerning residential metropolitan districts which includes the public hearing Item 7B and Ms. Poage will now please turn off her camera and microphone.

Poage: Mayor Pro Tem I have a comment to make and I want to read a statement.

Maloney: Certainly, if Councilmember Poage wants to make a statement under conflict of interest, it would be appropriate to hear it now if she wants to read it.

Poage: Tonight, Town Council is voting on two separate service plans for residential metro districts and for the establishment of the adopted mil levy of 77 mills for Cherry Creek South Metropolitan District 4-9 and 11 and the Meadowlark Metro District at this point.

I believe that in accordance with Section 3.4 – Conflict of Interest, Parker Town Charter, amended by special election 11/3/98, I do not have a conflict of interest with the vote tonight on the metro districts I just mentioned.

Accordingly, I Cheryl Poage, do not have a material or significant financial interest, direct or indirect or any conflict of interest with the above subject subdivisions or metro districts. I do not have any other concern for these issues, other than the common public interest.

Furthermore, at this point, I will not recuse myself from this vote and will not leave the session.

I submit to the Town Council the following issues on this matter:

First, I Cheryl Poage, do not have a material or significant financial interest, direct or indirect or any conflict of interest on the above subject subdivisions or proposed metro districts. I do not have any other current concern for these issues, other than the common public interest.

My public comment in February 2020, in which I stated that I would have a concern supporting a 77 mil levy rate for unoccupied homes in new developments, is a statement for the common public interest and nothing more. Town Attorney Mr. Maloney, declared that I, Cheryl Poage had a conflict of interest on this matter and simply because I uttered those words in public at a February 2020 meeting.

The Town Attorney Jim Maloney arbitrarily and capriciously recommends the application of the conflict of interest rules, to systematically remove Town Councilmembers from a vote, based on his personal opinion and of what constitutes an actual conflict of interest from the Town Councilmember themselves. As stated before, I have no material or significant financial interest, I do not have any other concerns for these issues, other than the common public interest.

The current Conflict of Interest Policy, for the Town of Parker, Section 3.4 should be rewritten overall. It is poorly written and is now allowing the Town Attorney Jim Maloney to be able to systematically and without actual bias, accuse Town Council members of a conflict of interest on Town Council voting matters.

The voters of Parker should be concerned that the Town Attorney, Jim Maloney is stifling public discussion of public matters and declaring those matters a conflict of interest when they do not align with his personal view and opinion on issues before the board. This is an abuse of power by the Town Attorney in his attempts to stop me, Cheryl Poage from voting on the issues tonight related to Metropolitan Districts and mill levies.

The Conflict of Interest Policy, as it is now written, does not closely align with the State of Colorado's conflict of Interest policies for the State Senate. This current and poorly written

conflict of interest policy per Section 3.4 of the Town of Parker, can and will affect all voting members of the Town Council now and going forward on all issues for decision and vote before the Council.

I propose that our current Conflict of Interest Policy, Section 3.4 be rewritten by outside legal counsel and should more closely align with the Colorado Senate conflict of interest policy.

The voters of Parker, Colorado should not be pleased to learn that our current Conflict of Interest Policy, for the Town of Parker in Section 3.4, as written, undermines the duty of our elected officials on Town Council to voice their concerns on an issue of common public interest and to vote in matters in their official duties.

I wish to thank the Town Council for listening to my concerns\ and I hope in the spirit of these comments, we can come together in future session to discuss these matters for the good of our Town and as our duties as elected officials to the Town of Parker.

Rivero: Thank you very much Councilmember Poage. I will remind Town Council that Councilmember Poage recused herself and conflicted herself in further discussion.

Maloney: The minutes of March 16, 2020, reflects that Councilmember Poage voluntarily recused herself concerning any matter involving a metropolitan district in the Town of Parker that concerned a residential development. That was a determination that was made voluntarily by Councilmember Poage after discussing the issue with Mayor and Council. It is not a decision the Town Attorney made. The Town Attorney is simply an advisor and a voluntary decision was made. I believe, the basis for that decision is centered on the fact that there is an established policy adopted by a resolution which creates a model service plan and establishes a mill levy cap as a part of that model service plan. Councilmember Poage stated that she did not agree with those mill levy caps as established by Council resolution and she could not vote for a residential metropolitan district so long as those caps were in place. When you approve a metropolitan District or an amendment to a metropolitan district service plan that requires a notice and public hearing. That is a quasi-judicial proceeding.

When you are acting as a council member, you are acting as a judge and as a judge, you have to apply the law as written. If you don't like the law, you change the law. But you, Councilmember Poage, as a judge, indicated you could not follow the law and as a result, you made the decision yourself that you would recuse yourself. This is not a decision made by the Town Attorney's office. The Town Attorney's office does not set the policy concerning service plans for metropolitan districts; that was approved by Mayor and Council.

The Town Attorney's office does not set the law related to due process in the context associated with quasi-judicial proceedings. You were voted to uphold the laws of the Town Parker. You decided you cannot uphold the laws of the Town of Parker with regard to residential metropolitan districts. Based upon your decision you voluntarily recused yourself. Town Council can certainly pass a motion now to make it official. That is a decision that has to be made by Town Council.

Rivero: Councilmember Poage are you wishing to unrecuse yourself.

Poage: I am. Because at this point in time at that meeting I was told I could either recuse myself or Town Council would declare me in conflict of interest over an issue that is clearly an issue of public interest. Period.

Joshua Rivero moved that Councilmember Cheryl Poage has a conflict of interest concerning any application for a service plan or service plan amendment for a residential metropolitan district and that Councilmember Poage should be disqualified from participating in any matter before the Town concerning residential metropolitan districts, because:

- “(1) Councilmember Poage’s conflict of interest impedes independence of judgment;
- “(2) Councilmember Poage’s participation will negatively effect the public’s confidence in the integrity of the Town Council;
- “(3) Councilmember Poage’s participation is likely to have a significant negative effect on the ultimate disposition of the matter; and
- “(4) Councilmember Poage has a fiduciary duty to be impartial and she is obligated to avoid participating in matters when there is a personal interest that may conflict with, influence, or be perceived by the public as influencing Councilmember Poage’s conduct.

The basis for this motion is the statement made by Councilmember Poage that she cannot approve residential metropolitan districts, which statement constitutes prejudgment and a demonstration that she will not be able to be fair and impartial.

Renee Williams seconded the motion.

It was pointed out that Councilmember Poage could not vote on her own conflict.

A roll call vote was taken:	John Diak	-	Yes
	Debbie Lewis	-	Yes
	Joshua Rivero	-	Yes
	Renee Williams	-	Yes

The motion passed 5-0-1 abstention. (Poage abstained.)

Councilmember Poage left the meeting at approximately 8:05 P.M.

These resolutions approve the service plans for Cherry Creek South Metropolitan District Nos. 4-9 and 11. The ordinances approve the intergovernmental agreements with the Districts.

In October 2004, the Town Council approved the Consolidated Service Plan (the “Original Service Plan”) for Cherry Creek South Metropolitan District Nos. 2 – 11 (the “Cherry Creek Districts”). At the time of Town approval of the Original Service Plan it was anticipated that the Cherry Creek Districts would collectively undertake the financing and construction of the public

improvements. However, as a result of the sale of the property to differing interests with differing development plans, it is no longer feasible or practicable for the Cherry Creek Districts to operate under the Original Service Plan.

In 2016, the Town Council approved the amended and restated consolidated service plan for District Nos. 2 and 3, and they operate independently from District Nos. 4-11. District Nos. 4-9 and 11 has submitted an application to amend and restate their service plans (one for District Nos. 4-6 and one for District Nos. 7-9 and 11; and one for District No. 10). These plans are submitted and processed under the recently approved metropolitan district policies.

Meagan Murphy, 15834 E. Otero Ave., Centennial, CO, described all the districts and financing.

Public Comment

Laura Hefta, 18236 Shadbury Lane, Parker, CO, had a question regarding the mill levy.

Kristen Hoffmann responded to Ms. Hefta's question.

The Public Hearing was closed at 8:15 P.M.

The Public Hearing was reopened at 8:16 P.M. because Laura Hefta wished to make a subsequent comment which was addressed by Ms. Murphy.

The Public Hearing was closed at 8:19 P.M.

1. RESOLUTION NO. 20-021

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 4

John Diak moved to approve Resolution No. 20-021.

Debbie Lewis seconded the motion.

A roll call vote was taken:	John Diak	-	Yes
	Debbie Lewis	-	Yes
	Joshua Rivero	-	Yes
	Renee Williams	-	Yes

The motion was approved unanimously.

2. ORDINANCE NO. 9.309 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 4

Debbie Lewis moved to approve Ordinance No. 9.309 on second reading.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

3. RESOLUTION NO. 20-022

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 5

Renee Williams moved to approve Resolution No. 20-022.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

4. ORDINANCE NO. 9.310 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 5

John Diak moved to approve Ordinance No. 9.310 on second reading.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

5. RESOLUTION NO. 20-023

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 6

Debbie Lewis moved to approve Resolution No. 20-023.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

6. ORDINANCE NO. 9.311 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 6

John Diak moved to approve Ordinance No. 9.311 on second reading.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

7. RESOLUTION NO. 20-024

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 7

Renee Williams moved to approve Resolution No. 20-024.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

8. ORDINANCE NO. 9.312 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 7

Debbie Lewis moved to approve Ordinance No. 9.312 on second reading.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

9. RESOLUTION NO. 20-025

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 8

Debbie Lewis moved to approve Resolution No. 20-025.

Renee Williams seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

10. ORDINANCE NO. 9.313 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 8

Renee Williams moved to approve Ordinance No. 9.313 on second reading.

John Diak seconded the motion

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

11. RESOLUTION NO. 20-026

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 9

Renee Williams moved to approve Resolution No. 20-026.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

12. ORDINANCE NO. 9.314 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No. 9

Renee Williams moved to approve Ordinance No. 9.314 on second reading/

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

13. RESOLUTION NO. 20-027

A Resolution to Approve the First Amended and Restated Service Plan for Cherry Creek South Metropolitan District No. 11

Renee Williams moved to approve Resolution No. 20-027.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

14. ORDINANCE NO. 9.316 - Second Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Cherry Creek South Metropolitan District No.11

Renee Williams moved to approve Ordinance No. 9.316 on second reading.

John Diak seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

C. MEADOWLARK METROPOLITAN DISTRICT

Department: Town Attorney Kristin Schledorn

8:34 P.M.

It was pointed out that Councilmember Poage has a conflict with residential metropolitan districts.

The resolution approves the amended and restated service plan for Meadowlark Metropolitan District, and the ordinance approves the amended and restated intergovernmental agreement with Meadowlark Metropolitan District.

The District is seeking to amend and restate its service plan to conform to the Town's updated special district policy and model service plan. As part of that process, the District is also seeking to amend and restate its intergovernmental agreement with the Town. An analysis of the service plan and intergovernmental agreement was included in the packet.

Applicant

Paula Williams of McGeady Becher and Glenn Neir of Meritage Homes gave a brief description of the District.

Public Comment - None

The Public Hearing was closed at 8:45 P.M.

1. RESOLUTION NO. 20-032

A Resolution to Approve the Amended and Restated Service Plan for Meadowlark Metropolitan District

John Diak moved to approve Resolution No. 20-032.

Debbie Lewis seconded the motion.

A roll call vote was taken:

John Diak	-	Yes
Debbie Lewis	-	Yes
Joshua Rivero	-	Yes
Renee Williams	-	Yes

The motion was approved unanimously.

2. ORDINANCE NO. 9.317 - Second Reading

A Bill for an Ordinance to Approve the Amended and Restated Intergovernmental Agreement By and Between the Town of Parker and Meadowlark Metropolitan District

Department: Town Attorney, Kristen Schledorn

Renee Williams moved to approve Ordinance No. 9.317 on second reading.

Debbie Lewis seconded the motion.

A roll call vote was taken: John Diak	- Yes
Debbie Lewis	- Yes
Joshua Rivero	- Yes
Renee Williams	- Yes

The motion was approved unanimously.

The meeting was adjourned at 8:47 P.M.

Carol Baumgartner, Town Clerk

Joshua Rivero, Mayor Pro Tem



Request for Town Council Action

Date: July 6, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.162.3 – First Reading**
A Bill for an Ordinance to Amend the Olde Town at Parker
Planned Development Guide and Plan, and to Amend the
Zoning Ordinance and Map to Conform Therewith

Department: Community Development, Carolyn Parkinson

Trakit No.: Z19-014

Second Reading: July 20, 2020

EXECUTIVE SUMMARY

The subject property is an undeveloped 12.2 acre tract located south of Mainstreet between Motsenbocker Road in the east and Jordan Road in the west. The current property owner, Senderos Creek Condos, L.L.C., is proposing to amend the Olde Town at Parker Planned Development (PD) Guide and Plan to incorporate the tract into the PD. It will be zoned for residential use and is proposed to be developed with condominiums and townhomes.

If approved, the proposal would constitute the last residential section of the former Olde Town at Parker PD that went bankrupt during the Great Recession of 2007-2008 and that the property owner has been working to complete.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The property constituting the Olde Town at Parker PD was annexed into the Town in December 2000 with mixed-use zoning that provided for 5.5 acres of commercial use, 595 residential units and several parks. In 2003, the PD was amended and a Sketch/Preliminary Plan was approved that increased Planning Area 1 (PA1) for commercial use to 13.4 acres. The commercial uses in PA1 have been partially developed with a convenience store/service station, multi-tenant

retail building and professional office building.

The Olde Town at Parker PD was also amended to reconfigure the residential uses around a centrally located park and community center accessible from Jordan and Motsenbocker Roads. The development of the western half of the PD ceased during the Great Recession in 2007-2008 but has since been largely developed. In 2017, the vacant eastern half of Olde Town at Parker that had been dormant since the Great Recession was approved for detached and attached single-family homes and is currently under construction.

The proposed amendment to the Olde Town at Parker PD will add 12.2 acres of undeveloped land south of Mainstreet, east of Jordan Road and west of American Academy Charter to the PD. This land is known as the Moomah property and it is an enclave that the Town annexed in 2014. The Town's goal in annexing the property was to ensure that it was developed for future residential use consistent with the Olde Town at Parker PD and adjacent areas.

The proposed amendment to the Olde Town at Parker PD will increase the range of home ownership opportunities in the PD to include condominiums and townhouses. It will also provide the residential yield necessary to complete infrastructure in Olde Town including roads, parks and the community center with pool. The applicant has also designed the sketch/preliminary plans and site plan to satisfy the Town's landscaping, parks dedication and open space standards which will be addressed by the Town Council on July 20, 2020.

The two commercial lots and adjacent drainage basin that are included in the proposal are located in PA1 with a Commercial Center designation. This area will remain unchanged in terms of use with the exception of a 1.86 acre portion of the drainage basin mentioned above. This land will be addressed by and incorporated into the amended Olde Town at Parker PD zoning.

The proposed amendment to the Olde Town at Parker PD is consistent with the Parker 2035 Master Plan that identifies the property as medium density residential within a mixed-use Neighborhood Center. The project integrates commercial uses with adjacent residential and recreational uses through pedestrian-oriented access creating a well-designed, master planned neighborhood. The proposed residential use, modest scale and overall project design are consistent with the Town's land use policy for this area and satisfy the 9 criteria for approval found in the Land Development Ordinance.

The Planning Commission will hold a public hearing and make a recommendation to Town Council on the proposed amendment to the Olde Town at Parker PD zoning on June 25, 2020

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



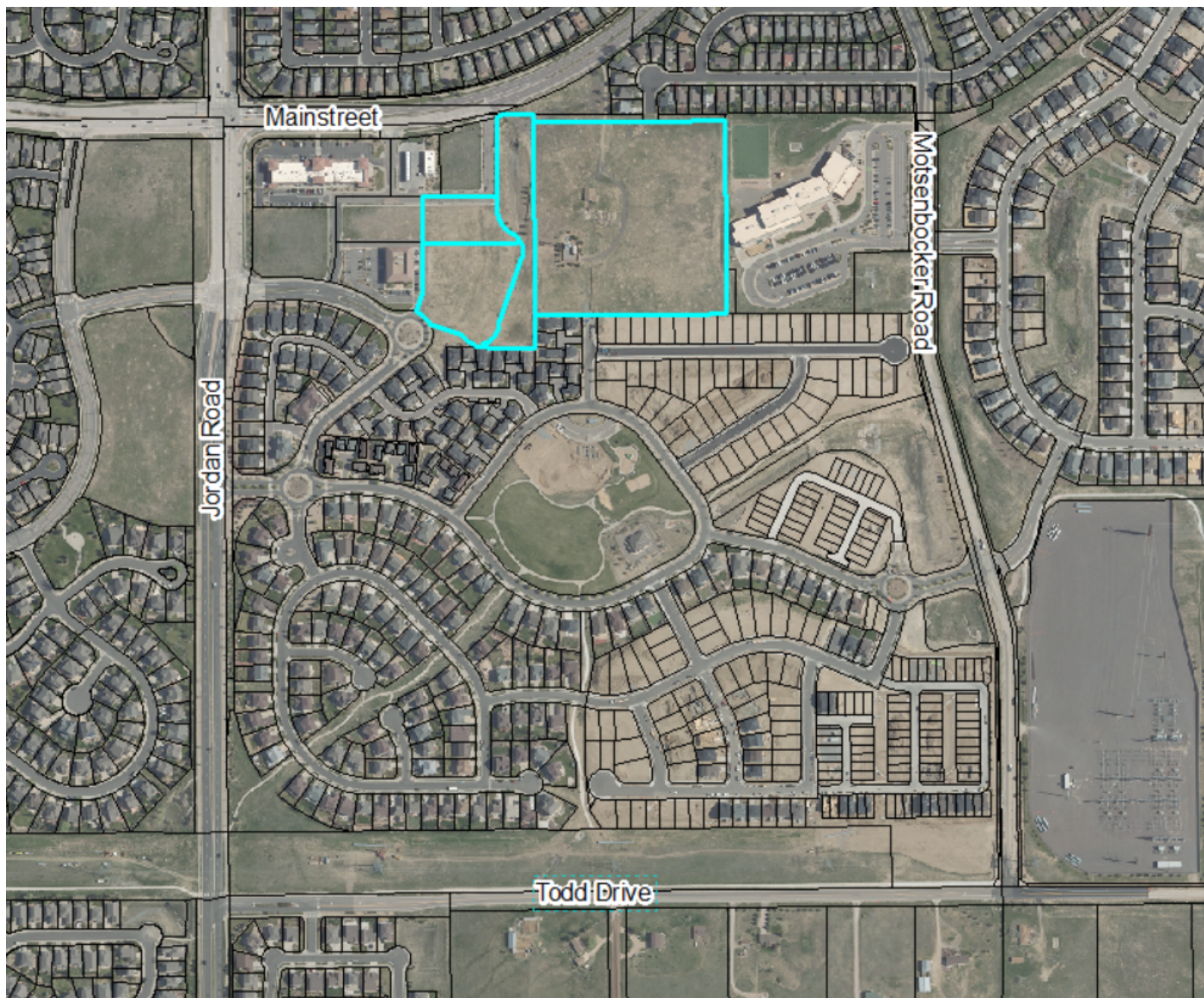
ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Ordinance 3.162.3
4. Conceptual Plan for Senderos Creek North

RECOMMENDED MOTION

I move to approve Ordinance No. 3.162.3 on first reading and to schedule second reading for July 20, 2020, as part of the consent agenda.





Planning Commission Staff Report

Planning Commission Date: 6/25/2020

Town Council Date: 7/20/2020

Hearing Type: Public Hearing
Olde Town at Parker

A. Rezone
B. Filing 2 – Sketch and Preliminary Plans
TRAKiT No(s): Z19-014, SUB19-014 & SUB19-015

Location: Generally located on the south side of Mainstreet between Jordan Road and Motsenbocker Road.

Project Planner: Carolyn Parkinson, Planner

Applicant: Norris Design-Bill Mahar, Representative
Pacific North Enterprises, Owner

Executive Summary: The applicant, Norris Design, is proposing:

- an amendment to the Olde Town at Parker Planned Development(PD) zoning to include an additional 12.2 acres for condominium and single-family attached housing to be known as Senderos Creek North and
- Sketch and Preliminary Plans for 48 residential townhome sites and a five+ acre site on which to construct three multifamily condo buildings. Additionally, the applicant will reconfigure two adjacent commercial lots and the existing drainage facilities.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve an ordinance for the Olde Town at Parker Planned Development Guide- 3rd Amendment.”

“I move the Planning Commission recommend Town Council approve the Olde Town at Parker F2 Sketch and Preliminary Plans, with the two (2) conditions in staff’s report.”

1. *Utility easements as requested by Public Service Company of Colorado, IREA and Parker Water and Sanitation District must be shown on the Final Plat.*
2. *The applicant shall meet required setbacks and zoning within the Planned Development Guide.*

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve an ordinance for the Olde Town at Parker Planned Development Guide - 3rd Amendment, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council approve the Olde Town at Parker Filing 2 Sketch and Preliminary Plans, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council deny an ordinance for the Olde Town at Parker Planned Development Guide- 3rd Amendment 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 recommend Town Council deny the Olde Town at Parker Filing 2 Sketch and Preliminary Plans as the request does not meet the following approval criteria:”

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

“I move the Planning Commission vote to continue an ordinance for the Olde Town at Parker Planned Development Guide- 3rd Amendment to a future date.”

“I move the Planning Commission vote to continue the Olde Town at Parker Filing 2 Sketch and Preliminary Plans to a future date.”

I. BACKGROUND/DISCUSSION

The Olde Town at Parker property was annexed in December, 2000, with a PD zoning which provided for 5.5 acres of commercial area, 595 residential units and a series of parks. In 2003, the PD was amended and a sketch and preliminary plan was approved that enlarged the commercial area (PA1) to 13.35 acres. This commercial area included the access drive and adjacent drainage swale on the east boundary of the planning area. The residential development under this PD was also re-organized to create a central park and community center area within the Olde Town project. Construction of the western half of the PD ceased in 2008 with the economic downturn but has since been largely developed. In 2017, the eastern half of the original development was approved for single-family detached and paired homes and is currently under construction.

The current rezoning, sketch and preliminary plans add 12.2 unplatted acres located north of the original development which were annexed into the Town in 2014. The subject area is bounded on the east by the American Academy at Motsenbocker and to the west by the Mainstreet Dental Plaza commercial development. To the north of the site is the Clark Farms single-family residential neighborhood and to the south is the Olde Town/Senderos Creek neighborhood that is currently under construction.

PD Amendment

The PD currently allows 4.51 dwelling units per acre. The PD amendment will result in an increase to overall density of less than one dwelling unit per acre and does not preclude the applicant's ability to meet the landscaping, open space or park dedication requirements.

The two commercial lots and the adjacent drainage area are currently located in PA1 and are designated as Commercial Center. This area will remain largely unchanged in terms of use with the exception of a 1.86 acres portion of the drainage tract mentioned above. This acreage will be reclaimed and incorporated into the new residential planning areas.

Sketch and Preliminary Plans

The sketch and preliminary plans propose 48 townhome lots and one 5.236-acre lot that will be developed into three condominium buildings containing 108 dwelling units, for a total of 156 residential units.

Additionally, the plat will reconfigure two commercially zoned lots and reclaim 1.86 acres of the adjacent drainage tract through re-engineering. These two commercial lots and the drainage tract will be removed from Filing 1 and replatted into Filing 2.



II. PRIOR ACTIONS

Date	Action
2000	The original Olde Town at Parker property was annexed into the town with a PD zoning which provided for 5.5 acres of commercial area, 595 residential units.
2003	The PD was amended and sketch and preliminary plans were approved that enlarged the commercial area to 13.35 acres. The residential development under this PD was also re-organized but with no change in the number of allowable residential units.
2008	Construction of the western half of the PD, approved with commercial and residential uses by the original developer, ceased with the economic downturn but has since been largely developed.
2017	The eastern half of the original development was approved for single-family detached and paired homes. The total number of allowed residential units was decreased to 493.

III. CURRENT SITE DATA

Existing Zoning	A - Agricultural District		
Overlay District	N/A		
PD & Plan Area	Olde Town at Parker 2nd Amendment / Unplatted		
Master Plan Area	Medium Density Residential		
Site Acreage	15.369		
Subdivision	Olde Town at Parker / Unplatted		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-Family Residential – Clark Farms
South	Medium Density Residential	PD - Planned Development	Single-Family attached and detached- Olde Town at Parker
East	Medium Density Residential	PD - Planned Development	Elementary School - American Academy
West	Neighborhood Center	PD - Planned Development	Olde Town at Parker Commercial Center – Retail and Services

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential within a Neighborhood Center ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> Consists of an overall gross density of 3.5 dwelling units per acre. Higher densities for housing for older adults may be considered as long as impacts are comparable to other uses permitted within this Character Area. <u>Neighborhood Centers:</u> Serve the basic needs of the surrounding residents. Typical uses include convenient retail and personal/business services usually anchored by a grocery store. Other compatible uses such as small offices, recreational uses and restaurants are also permitted. Higher density residential is appropriate as a transition between less intense residential areas and non-residential areas when developed as part of a

	mixed-use development and when the design encourages residents to walk or bicycle. Typical garden style apartment designs are not appropriate.
Consistent Goals/Strategies	Land Use 1.A Land Use 1.C Land Use 1.E Land Use 1.F Land Use 1.H Housing and Neighborhoods 2.A
Staff Analysis	This proposal is consistent with the Parker 2035 Master Plan which identifies this area as Medium Density Residential and within a Neighborhood Center. The Medium Density Residential designation recommends an overall density of 3.5 DU's per acre while the Neighborhood Center allows for higher density when applied in a mixed use walkable development. This project integrates commercial uses with adjacent residential and recreational uses through pedestrian oriented alternative access routes, creating a sense of community among those who work, live and play within the neighborhood.

LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY (Sketch/Prelim Plan)			
Provisions	Existing/Required	Proposed	Analysis
Setbacks – Townhomes PA 10	From local street right-of-way: - 10 feet to the structure - 18 feet to the face of the garage From private drive/court: - 3 feet (no parking in driveway if less than 18 feet) From arterial or collector street right-of-way: - 25 feet From north property boundary: - 12 feet From private lot lines: - 3 feet (7 feet between structures)	Structures are not a part of this proposal. Required setbacks will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☒ N/A
Setbacks- Condominiums PA 9	From local street right-of-way: - 10 feet to the structure - 18 feet to the face of the garage		

	From private drive/court: - Driveway must be ≤ 5 feet or ≥ 18 feet. From arterial or collector street right-of-way: - 20 feet		
Density	5.28 DU/AC	5.01 DU/AC	☒ Consistent ☐ Inconsistent ☐ N/A
Height/Stories-Townhouses	40 feet	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☒ Consistent ☐ Inconsistent ☒ N/A
Height/Stories-Condominiums	45 feet		
Landscaping	Title 13.06.070	All required streetscape, open space and common area landscape has been met. Individual lot specific requirements will be met at site plan approval.	☒ Consistent ☐ Inconsistent ☐ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be met at site plan approval.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff analysis	As outlined above, staff has evaluated the requested Sketch and Preliminary Plans against the requirements in the Olde Town at Parker PD zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards. The proposed sketch and preliminary plans are in conformance with the proposed PD amendment.		

DEVELOPMENT POTENTIAL (Rezoning-PD Amendment)			
Provisions	As recommended by the Master Plan	Proposed	Analysis

Units Per Acre	The Medium Density Residential recommends an overall density of 3.5 DU's per acre while the Neighborhood Center allows for higher density when applied in a mixed use walkable development.	5.01 DU/AC	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	Medium and higher density residential uses as well as commercial uses including retail and personal service, small offices, recreational uses and restaurants.	For sale multifamily housing. (Townhomes and Condominiums) Office and commercial uses as allowed by the PD.	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The proposed PD amendment is consistent with the Land Use'and Housing and Neighborhoods sections of the Parker 2035 Master Plan. The inclusion of multifamily housing types will expand housing options and help to diversify homeownership in Parker by meeting the needs of a wide range of the population including young families, professionals and seniors. Higher density residential is appropriate in the neighborhood center designation as a transition between less intense residential and non-residential areas when developed as part of a mixed use development. This project combines a variety of housing types with a design that expands pedestrian connectivity and encourages residents to walk or bicycle to obtain goods and services. This supports the "full service community" that is envisioned in the Parker 2035 Master Plan.		

V. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The property is located near the intersection of Jordan Road and Mainstreet; providing good transportation connections to major transportation corridors such as I-25 and Parker Road. There are two access points into the development, one from the north via Mainstreet, and a second from the south via E Springfield Court. The extension of E Springfield Court will provide vehicular and pedestrian access from the residential areas to the adjacent commercial facilities. Springfield Ct from the south will end in a cul-de-sac, avoiding thru traffic for Clark Farms.

An internal network of private drives will connect the public rights-of-way to the new residential development. The private drives will conform to Town of Parker criteria and be owned and maintained by the Olde Town Metropolitan District.

The sidewalk network is an important component of the development and is designed to provide pedestrian/bicycle connections between homes and the open space/park areas. This network will connect to the existing sidewalks and trails within the overall neighborhood and will also provide access to the East West Regional Trail and the Cherry Creek Regional Trail.

VI. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

The site will be a mix of single- family attached townhomes and condominiums offering a mix of housing types necessary for the Town to accommodate the wide-ranging housing needs of its population as expressed in the Parker 2035: Changes and Choices (Master Plan).

Staff Analysis

Currently the Olde Town at Parker PD does not include the additional acreage that will be added to the development as a result of this amendment and the associated plat. The PD Amendment will also adjust planning area boundaries to improve developability of the commercial area.

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

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

The parcel's location between an existing single-family residential neighborhood and a commercial development makes it an ideal place to provide a mix of single-family and multi-family housing options. The development completes the planned residential Senderos Creek neighborhood, filling a vacant gap between existing uses. The Proposed Project is within walking distance to local amenities such as the park and recreation center of the adjacent Neighborhood Activity Center as well as the existing and proposed commercial development to the west.

Staff Analysis

The additional acreage is directly adjacent to the existing Olde Town at Parker development. Though it is surrounded on all sides by residential and commercially zoned property, this site has remained undeveloped; presumably because of inherent challenges on the site. It is a relatively small parcel, has no direct access from Mainstreet and includes a cell tower that must be incorporated into the development. The applicant has

worked closely with the Olde Town Metro District and HOA throughout this process. The additional acreage will be included into the Olde Town Metro District and HOA. Inclusion of this property into the Olde Town/Senderos Creek neighborhood will complete the subdivision and provide creative solutions to the existing development challenges.

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

3. There has been an error in the original zoning; or
Not applicable

There is no error in the original zoning for this property. This criterion is not applicable to this proposal.

4. There have been significant changes in the area to warrant a zone change.
Parker's growth rate as well as larger industry trends have shifted land use priorities in the Town from agricultural towards residential. This is particularly apparent in the Olde Town Subdivision which has developed as residential. As this is the final piece of the subdivision, this project's completion will establish the area's character as a residential neighborhood. This is reflected in the Parker 2035: Choices and Changes (Master Plan) General Land Use Plan which designates the site location as Medium Residential Density. Additionally, the Town's Master Plan mentions that housing affordability has become more of an issue and notes the importance of diversifying the existing housing stock through attainable housing options in response to this.

Staff Analysis

The 12-acre site that is the subject of this request is currently zoned agricultural and is the last undeveloped parcel in this area. The zoning proposed by the applicant is consistent with the existing development and will complete the mixed use design originally envisioned for the Olde Town at Parker subdivision.

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

5. Adequate circulation exists and traffic movement would not be impeded by development; and
Senderos Creek North will include a new street connection between the existing drive aisle in the adjacent commercial area to the west and Neu Towne Circle via an extension of East Springfield Court. East Springfield Court is currently stubbed to the Property for future extension. These street connections will provide improved connectivity both within in the neighborhood and to the surrounding community. Enhanced pedestrian connections to the existing and future commercial development

adjacent to the site establishes the potential for residents to walk to work and services.

Staff Analysis

The applicant worked with the Town's engineering staff to provide adequate access, resolve incomplete streets and avoid impacting nearby residential areas.

- Two access points will provide adequate circulation for the new development.
- The extension of E Springfield Court from the south will provide an additional connection to the adjacent commercial uses.
- In response to concerns from the adjacent Clark Farms subdivision, the applicant is proposing a cul-de-sac on E Springfield Court from the north to avoid impacts to this established neighborhood from the new development.

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

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
The proposed project is meeting all applicable fees, policies, and requirements as specified by the Town of Parker and applicable utility districts.

Staff Analysis

This proposal completes an existing development previously approved for similar density. Town services to the development include road maintenance and emergency police response. The Town currently maintains public roads adjoining the development and will accept new public roads by dedication as development proceeds. Maintenance services will not need to be unreasonably extended to provide service to this development. The Police Department did not respond to referral requests. The Police Department's historic position on developments of this nature has been that calls for service will be increased but not to a level which would exceed the Police Department's capacity. South Metro Fire and Rescue Authority will provide service to this area as it lies within their district boundaries.

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

7. There are minimal environmental impacts or impacts can be mitigated.
There are no known environmental impacts associated with development of the property.

Staff Analysis

No environmental concerns were identified by referral agencies. No significant wildlife or open space resource areas were identified for potential preservation in the Town's *Open Space, Trails and Greenways Master Plan*.

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

The Proposed Project will bring zoning in line with the residential use identified for the area on the the General Land Use Plan in the Town Master Plan. This is consistent with the other planning areas established in the Olde Town PD. The proposed Senderos Creek North neighborhood will be compatible with the adjacent land uses and seeks to create a “full service community” of residents with walkable connections to parks, open space, and services, as envisioned in the Town Master Plan.

Staff Analysis

The Parker 2035 Master Plan identifies this area as Medium Density Residential and as being within a Neighborhood Center. The Medium Density Residential recommends an overall density of 3.5 DU’s per acre while the Neighborhood Center allows for higher density when applied in a mixed-use walkable development. This project integrates commercial uses with adjacent residential and recreational uses through a network of pedestrian oriented alternative access routes.

Recommendations within the Parker 2035 Master Plan for the Neighborhood Centers allow for higher density residential uses as a transition between less intense residential areas and non-residential areas when developed as part of a mixed-use development.

The rezoning associated with this proposal is consistent with the current Parker 2035 Master Plan maps goals and policies as further described in Section IV of this staff report.

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

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.
Parker Water and Sanitation District (PWSD) will provide potable water and sanitary sewer service to the Proposed Project.

The neighborhood is located within the Douglas County School District and within the feeder area for Chaparral High School. It is anticipated that Prairie Crossing Elementary School and Sierra Middle School will also serve residents within the Proposed Project. It should also be noted that the K-8 American Academy Charter School is located directly east of the Proposed Project and will serve residents as well.

Staff Analysis

Water and sewer services will be provided by the Parker Water and Sanitation District. The cost to extend these facilities to the project area will be the responsibility of the developer.

The applicant has agreed to provide the appropriate cash-in-lieu of school facilities necessary to mitigate impacts created by the development to the satisfaction of the school district. Open space and trail dedications within this proposal have remained consistent with original approvals.

SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments- and Preliminary Plan	Sketch	Zoning
Aztec	Minor technical Comments-will be satisfied prior to recordation.		No Comment
Building	Advisory Comments		No referral sent
Century Link	No Comment		
Centennial Airport	Advisory Comments		
Cherry Creek Basin Water Authority	Advisory Comments		No referral sent
Clark Farms HOA	No Comment		
Comcast	No Comment		
Comprehensive Planning	No Comment		Advisory Comments in support of the proposal.
Douglas County Assessor	No Comment		
Douglas County Planning	Completed		No Comment
Douglas County Schools	No Comment		
Fire Life Safety	Advisory Comments		No Comment
IREA	Advisory Comments		Approved
Neu town HOA	No Comment		
Olde Town Metro District	No Comment		
Parker water and Sanitation	Approved		
PSCO	Completed		
TOP engineering	Approved.		No referral sent

VII. CONCLUSION

The proposed rezoning, sketch and preliminary plans add 12.2 unplatted acres located north of the original Olde Town at Parker development.

The PD amendment will result in an increase to overall density of less than one dwelling

unit per acre and does not preclude the applicant's ability to meet the landscaping, open space or park dedication requirements.

The sketch and preliminary plans propose 48 townhome lots and one 5.236-acre lot that will be developed into three condominium buildings containing 108 dwelling units, for a total of 156 residential units. The applicant currently has a Site Plan in the review process. Additionally, the applicant will reconfigure two adjacent commercial lots and the existing drainage facilities. The applicant has demonstrated compliance with the requirements of the Land Development Ordinance for Sketch and Preliminary Plans.

This proposal is consistent with the Parker 2035 Master Plan which identifies this area as Medium Density Residential and within a Neighborhood Center. The uses, density and overall design considerations recommended for this district are consistent with the proposed PD and with the nine approval criteria for rezoning requests.

Therefore, staff is recommending that the Planning Commission recommend Town Council approval of the Olde Town at Parker PD Guide- 3rd Amendment. Staff also recommends Town Council approval of the Olde Town at Parker Filing 2 Sketch and Preliminary Plans.

VIII. RECOMMENDED CONDITIONS

1. *Utility easements as requested by Public Service Company of Colorado, IREA and Parker Water and Sanitation District must be shown on the Final Plat.*
2. *The applicant shall meet required setbacks and zoning within the Planned Development Guide.*

IX. ATTACHMENTS

Zoning

1. Draft Ordinance No. 3.162.3
2. Referral Agency Comments

Sketch and Preliminary Plans

3. Sketch and Preliminary Plans
4. Referral agency comments
5. Applicant's Narrative

Report Approved By: Bryce Matthews, Planning Manager

ORDINANCE NO. 3.162.3, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE OLDE TOWN AT PARKER PLANNED DEVELOPMENT GUIDE AND PLAN AND TO AMEND THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the second amendment to the Olde Town at Parker Planned Development Guide and Plan that was approved by the Town Council on March 20, 2017, and recorded at Reception No. 2017023571 of the Office of the Douglas County Clerk and Recorder's Office, for the real property described in attached **Exhibit 1**, which is attached hereto and incorporated by this reference, pursuant to the Parker Land Development Ordinance (the "Olde Town PD").

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

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.

e. The requirements contained in Section 13.04.240 of the Parker Municipal Code for approving the amendment to the Olde Town PD have been satisfied.

Section 2. The Olde Town PD approved by the Town Council on March 20, 2017, for the real property described in Exhibit 1, is hereby amended by the Third Amendment to the Olde Town at Parker Planned Development Guide and Plan as set forth in **Exhibit 2**, which is attached hereto and incorporated by this reference.

Section 3. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 4. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title

to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

OLDE TOWN AT PARKER PLANNED DEVELOPMENT AMENDMENT

EXHIBIT 1

LAND DESCRIPTION

A PARCEL OF LAND IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 617, A DISTANCE OF 302.18 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2003092239 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES;

1. N03°27'57"E A DISTANCE OF 117.25 FEET;
2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
3. THENCE N00°20'54"W A DISTANCE OF 1016.14 FEET TO A POINT OF CURVATURE;
4. THENCE 137.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 874.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 137.27' FEET TO A POINT OF TANGENCY;
5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
6. THENCE 164.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 1044.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 163.97 FEET TO POINT OF TANGENCY;
7. THENCE N00°20'54"W A DISTANCE OF 296.99 FEET TO A POINT OF CURVATURE;

THENCE 78.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 90°03'52", A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS N44°41'02"E A DISTANCE OF 70.75 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAIN STREET AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2003092239;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1. N89°42'58"E A DISTANCE OF 363.74 FEET TO A POINT OF CURVATURE;
2. THENCE 278.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 10°30'50", A RADIUS OF 1516.39 FEET AND A CHORD WHICH BEARS N84°27'33"E A DISTANCE OF 277.87 FEET;
3. THENCE N10°47'52"W A DISTANCE OF 15.00 FEET;
4. THENCE 181.43 FEET ALONG THE ARC OF NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE 06°55'25", A RADIUS OF 1501.39 FEET AND A CHORD WHICH BEARS N75°44'25"E A DISTANCE OF 181.32 TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID NORTHERLY LINE, N89°42'58"E A DISTANCE OF 100.15 FEET;

THENCE N00°23'18"W A DISTANCE OF 2.02 FEET TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION, FILING NO. 2A AS RECORDED AT RECEPTION NO. 9306811;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING SIX (6) CONSECUTIVE COURSES;

1. N89°36'42"E A DISTANCE 258.06 FEET;
2. THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3. THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4. THENCE N89°30'01"E A DISTANCE OF 50.01 FEET;

5. THENCE N00°19'07"W A DISTANCE OF 27.27 FEET
6. THENCE N89°35'34"E A DISTANCE OF 233.63 FEET TO A POINT ON THE WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2013010637.

THENCE ALONG SAID WESTERLY LINE S00°24'26"E A DISTANCE OF 3.35 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1B-2 AS RECORDED AT RECEPTION NUMBER _____;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MOTSENBOCKER ROAD AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2017075212;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;

1. S00°02'02"E A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE;
2. THENCE 172.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD WHICH BEARS S08°25'08"E A DISTANCE OF 172.07 FEET TO A POINT OF TANGENCY;
3. THENCE S16°48'14"E A DISTANCE OF 30.84 FEET;
4. THENCE N72°41'42"E A DISTANCE OF 3.59 FEET;
5. THENCE S15°53'49"E A DISTANCE OF 301.80 FEET;
6. THENCE S10°18'46"E A DISTANCE OF 71.94 FEET;
7. THENCE S15°53'49"E A DISTANCE OF 79.96 FEET;
8. THENCE S16°36'56"E A DISTANCE OF 387.85 FEET TO A POINT OF CURVATURE;
9. THENCE 55.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 05°54'15" AND A CHORD WHICH BEARS S13°39'48"E A DISTANCE OF 55.11 FEET;
10. THENCE 20.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 02°15'37" AND A CHORD WHICH BEARS S01°48'01"E A DISTANCE OF 20.12 FEET TO A POINT OF TANGENCY;
11. THENCE S00°40'13"E A DISTANCE OF 598.66 FEET;
12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
13. THENCE 3.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 37°56'39" AND A CHORD WHICH BEARS S18°24'35"W A DISTANCE OF 3.25 FEET TO A POINT OF TANGENCY;
14. THENCE S37°22'55"W A DISTANCE OF 31.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID SOUTHERLY LINE, S89°26'16"W A DISTANCE OF 345.53 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 131, PAGE 102;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1. N00°40'14"W A DISTANCE OF 210.00 FEET;
2. THENCE S89°26'16"W A DISTANCE OF 2269.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JORDAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

PARCEL CONTAINS 127.453 ACRES OR 5,551,834 SQUARE FEET MORE OR LESS.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°20'54"E AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25645 AT THE SOUTHWEST CORNER.

PREPARED BY AUGUSTUS TERRY
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
NOVEMBER 20, 2018

EXHIBIT 2

OLDE TOWN AT PARKER A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Original: August 27, 2003

2nd Revision: April 3, 2017

3rd Revision: May 29, 2020

Prepared by: Norris Design

Third Amendment to Planned Development Guide

PD Guide Index

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OLDE TOWN AT PARKER
A TRADITIONAL NEIGHBORHOOD DEVELOPMENT

Planned Development Guide

INTRODUCTION

A. Statement of Purpose

Update: September 23, 2019

Olde Town at Parker is a traditional neighborhood development encompassing approximately 127.45 acres. It is located east of Jordan Road, west of Motsenbocker Road, north of Todd Drive and south of Mainstreet.

The development was originally approved in 2003 and approximately half of the development was built out by 2015. In 2017 the remainder of the development was purchased by Pacific North LLC, was consequently sold to Meritage Homes and is currently under construction. A second amendment to the Planned Development Guide was approved at that time that reflected the resulting changes to the layout and housing types within the development. This, the third Planned Development Guide Amendment will reflect the inclusion of two new planning areas PA-9 and PA-10. The Olde Town at Parker Development Plan incorporates a mix of land uses bisected by a local trail system that will connect to a regional trail facility along the north side of Todd Drive. The development is based upon the traditional walking village concept of pedestrian-friendly tree-lined local streets, utilizing detached sidewalks on both sides of public streets, and complementary and compatible land uses. The entire project is connected together with pocket parks, a neighborhood center, greenways and the public sidewalk system. Most areas within the neighborhood are located within a quarter-mile of one another, to encourage residents to walk within the community and reduce dependence on the automobile for daily trips.

The development has been designed to include a variety of housing types, retail and service commercial, and community facilities to achieve a balance and reasonably self-sufficient community for families of all ages, sizes, and levels of income, but the focus of most housing will be to serve families and the active adult market. The housing opportunities include traditional single family detached homes, single family cluster homes, single family attached homes, condominiums, and duplexes. To accommodate a variety of housing types, each planning area varies in topography, size, population and street layout. The Commercial Center will be located at the southeast corner of Jordan Road and Main Street, and will be accessible by automobile, primarily from Jordan Road for pass-by-traffic and by detached walkway system of pedestrian trails and bikeways.

The open space system for the Olde Town at Parker development includes a significant central park with open space, landscaping, an outdoor pool and pool house. The park will be connected to the neighborhood by a series of neighborhood trails. All residences within the development are located within a quarter-mile (5 minute walk) of the central neighborhood park. The entire development is linked together through a public open space park-system of sidewalks and trails.

The purpose of this Development Plan and Development Guide is to establish standards for the comprehensive development and improvement of the property. The standards contained in this Development Guide are intended to carry out the goals of this planned community. They are also intended to ensure a unified high-quality community for its residents.

B. Definitions

Unless otherwise stated herein, all provisions of and definitions found in the definitions section of the Parker Land Development Code, as amended, shall apply. The following definitions are provided for clarification of the uses proposed by this Development Guide.

1. Cluster Homes:

Detached or attached homes owned in the fee title conveyed by lot or building envelope in conjunction with common open space owned and maintained by a homeowners association.

2. Condominiums:

Condominium units are conveyed by unit numbers within a condominium homeowner association in conjunction with common ownership of all common facilities.

3. Duplex Homes:

Detached building on a single parcel containing two (2) dwelling units, designed for or used as dwellings exclusively by two (2) families, each living as an independent housekeeping unit.

4. Multi-Family:

A building that contains condominium units.

5. Single Family Attached Homes:

Attached homes (Townhomes) owned in the fee title conveyed by lot or building envelopes in conjunction with common open space owned and maintained by a homeowner's association.

6. Single Family Detached Homes:

Single family detached homes on fee title/simple lots.

C. Legislative Intent

It is the intent of this Development Guide is to be consistent with, and to assist in implementation of the Town of Parker Land Development Code, as amended, to:

1. Encourage innovations in development so that the residents may enjoy a greater variety in type, design and layout for buildings and by the conservation and more efficient use of open space ancillary to said buildings;
2. Encourage a more efficient use of land and public services, and/or private services to provide benefit to those who desire having in a pedestrian-oriented neighborhood;
3. Minimize the burden of traffic on streets and highways;
4. Conserve and enhance the value of the land;
5. Provide a procedure, which can relate the type and layout of the building development to the particular site, thereby encouraging preservation of the site's natural characteristics; and encourage integrated planning in order to achieve the above purposes.

D. Application

These Standards shall apply to all property contained within the Olde Town of Parker PD as shown on the Development Plan and this Development Guide. These zoning regulations and requirements shall become the governing standards for review, approval and modification of all uses occurring on the site.

Provisions of this guide shall prevail and govern the uses of the site, however, this Guide only supersedes the specific zoning category, not the Town of Parker's Land Development Code as amended. The zoning codes and regulations for the Town of Parker shall apply where the provisions of this guide do not address a specific subject; or where there is a conflict in which case the Town of Parker Land Development Code prevails.

E. Authority

The authority of this Development Guide is Chapter 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Code as amended.

F. Adoption

Reference: Chapter 13.04.150 (PD-Planned Development) of the Town of Parker Land Development Code as amended.

G. Relationship of Town Regulations

The provisions of this Development Guide shall prevail and govern development of the Olde Town at Parker PD to the extent provided by the Town of Parker Land Development code, as amended, except where the provisions of the Development Guide do not clearly address a specific subject, or where there is a conflict. In such a case the provisions of the Town of Parker Land Development Code, or any other codes or regulations of the Town of Parker shall prevail, when applicable.

H. Enforcement

The provisions of the Development Guide relating to the use of land shall run in favor of the Town of Parker and shall be enforceable, at law or in equity, by the Town of Parker. All provisions of this Development Guide shall run in favor of the residents, occupants or owners of the land on which the Olde Town of Parker PD is located to the extent expressly provided in this Development Guide and in accordance with its terms and conditions, the codes of the Town of Parker, and, where applicable, State Law.

I. Additions

The addition of appropriately zoned land to Olde Town at Parker PD shall be considered a zoning amendment and shall be subject to the procedures and requirements contained in the Town of Parker Land Development Code, as amended.

CONTROL PROVISIONS

A. Control Over Use

After adoption of this Development Guide by the Town Council:

1. Any new building or other structure, and any parcel of land may be used;
2. The use of any existing building, other structure, or parcel of land may be changed or extended as provided for in this Development Guide; and
3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated, for any purpose permitted or required by the provisions of this Development Guide applicable to the area in which such building, other structure or parcel of land is located. Such use, change, extension, enlargement, reconstruction, structural alteration, conversion or relocation shall be subject to all standards

and requirements set forth or referred to in the standards and requirements for that area, and to any other applicable standards and requirements of this Development Guide and Development Plan.

B. Control Over Location and Bulk

After the adoption of this Development Guide by the Town Council, the location and bulk of all buildings and other structures built after the effective date of the Development Guide, shall be in conformance with:

1. All applicable standards contained within the Development Plan and Guide; and
2. Any other applicable standards of the Land Development Code, as amended where such standards are not specifically addressed in or are in conflict with the Development Plan Guide.

C. Incorporation of Development Plan

The plan for development of the Olde Town at Parker PD including the type, location and boundaries of land use areas is shown upon the Olde Town at Parker PD Development Plan, which is attached as Exhibit A and is hereby incorporated by reference into this Development Guide.

GENERAL PROVISIONS

A. Purpose

The purpose of this section is to establish general provisions and clarify standards and requirements for development which may occur in the Olde Town at Parker PD.

B. Planning Area Boundaries

The boundaries and acreage of all Planning Areas within the Olde Town at Parker PD are shown on the Olde Town at Parker Development Plan. Where a Planning Area abuts an internal street drive, the boundary shall be the right-of-way of that street as indicated on the PD Development Plan. Where a Planning Area abuts another Planning Area, the boundary shall be shown as on the Olde Town at Parker PD Development Plan. Changes in the boundaries and acreage of Planning Areas shall be permitted as follows:

1. The size of any Planning Area may increase or decrease (by a minimum of 15%) after final determination, through the platting process, of the alignment of any of the streets and drives, open space areas, shown on the Olde Town at Parker PD Development Plan, subject to the Parker Land Development Code, as amended.
2. No amendment to this Development Guide shall be required for an increase and/or decrease in Planning Area boundaries internal to the site which results in changes to those areas amounting to less than 15% of the area of each such area. However, the developer shall keep and submit accurate records of such boundary revisions and shall inform the Town of the same, as required by the planning director if the modification is determined to be minor.
3. Any request for a Planning Area to increase or decrease by more than 15% of its size shown on the Development Plan shall be processed as a zoning amendment in accordance with of the Town of Parker Land Development Code.
4. The final boundary of any Planning Area shall be established when the final plat is prepared for that area.

C. Utility Connections

Approval for connection to the Parker Water and Sanitation District (the "District") facilities or other appropriate utility system shall be required for each principal building to be constructed under the terms of this Development Guide within the Olde Town at Parker PD and notice of such approval shall be provided to the Town building inspector.

D. Agricultural Uses

Agricultural activities and uses, except livestock and poultry, and all accessory structures and uses which are customarily incidental or appropriate to farming and ranching shall be permitted within Olde Town at Parker PD prior to but not during the phased development of the total project, subject to the Parker Land Development Code.

E. Utility Requirements

Telephone lines, electric lines, electrical distribution lines, cable TV lines and other like utility services shall be placed underground. Transformers, switching boxes, terminal boxes, meter cabinets, pedestals, ducts shall not be placed above ground and shall be screened as appropriate (at the time of site plan development). Equipment permitted above ground shall not be placed within the required sight triangles needed for safe traffic visibility.

F. Dedication Requirements

All dedications of Public Facilities, including but not limited to Park and Open Space lands, roadways, utility easements, drainage facilities and easements shall be made at the time of Final Plat for the specific Planning Area, except as otherwise provided in the annexation agreement for the site.

G. Application of Town of Parker Design Guidelines for Single Family, Multiple Family and Commercial Development

The Design Standards included in the Town of Parker Development Design Standards, as amended, are in addition to these standards and requirements identified in the land Development Code and these PD Development Standards. These standards shall be used when preparing site plans and architectural plans for new development. In the event there is a conflict between the design standard described herein and the Town of Parker Development Design Standards, the Town's Guidelines shall control. These standards are based upon commonly accepted principles of urban design and reflect the goals for the Town of Parker as set forth in the Town of Parker's Master Plan. The Standards address the following: (1) site design standards such as adjacent sensitivity, site development, building location and orientation access, and screening; and (2) architectural standards, such as mass and scale, architectural elements, colors and roofing. The goal is to provide high quality building materials and landscaping which is in concert with the surrounding development.

DEVELOPMENT STANDARDS

SECTION 1 – SINGLE FAMILY DETACHED RESIDENTIAL – PLANNING AREAS (PA) 4 AND 7

SEC. 1-10 Description

Single Family Detached Residential Area herein called "SFD" will have a total of approximately 56.27 acres and a maximum density of 4.35 dwelling units per acre, for a total of 245 dwelling units (119 dwelling units exist within PA-7).

SEC. 1-20 Intent

1. Provide flexibility to adjust to changes in housing trends and patterns. Encourage diversity within the development of Olde Town at Parker through a variety of housing densities and associated lifestyles.
2. Improve the environment by requiring adequate landscaping.

SEC. 1-30 Uses Permitted

1. Single family detached dwellings with front, side or alley load garages;
2. Accessory structures and uses necessary and customarily incidental to a permitted use including detached garages;
3. Private open space and recreation facilities;
4. Public and quasi-public facilities;
5. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
6. Temporary construction yards and construction office, to be removed upon completion of the development;
7. Places of religious assembly

SEC. 1-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 1-50 Development Standards

Total Acreage	56.27 Acres
Maximum Allowable Density	4.35 DU/AC
Minimum Lot Area (sq. ft.)	4,500sq. ft.
Maximum Building Height	35 feet
Minimum Lot Width	
• At the street:	40 feet
• At the front building wall:	45 feet
• At cul-de-sac, or similarly curved roads and flag lots at the street:	20 feet
Primary Building Front Setback (from local street right-of-way):	18 feet to face of garage
	10 feet to face of home
	10 feet to a covered porch without having space above the porch
Primary and Accessory Structure Side Setback:	5 feet
Primary Structure Rear Setback:	15 feet
Detached Garage Structure Rear Setback	5 feet
Corner Lot Side Setback (from local street right-of-way)	10 feet to side of structure
	18 feet to garage if side entry
Minimum Building Separation (does not include overhangs)	10 feet

1. Encroachments: Cantilevers and roof overhangs may encroach the setback a maximum of 18 inches.
2. Decks and patios 30 inches or less above grade may be located in the rear setback. Decks, above 30 inches above grade may encroach the rear setback provided they are no closer than five feet to the rear property line when there is a detached garage in the rear of the lot and 10 feet when the garage is attached to the home and front or side loaded.

SEC. 1-60 Design Guidelines

1. Staggered setbacks are required. The front building setback of one (1) lot shall be varied by a minimum of two (2) feet from the front building setback of any home within two (2) lots on either side of the subject lot in accordance with the Town of Parker Residential Design Criteria - Sec.13.10.161 (g) of the Town of Parker Land Development Code, as amended.
2. Front porches are encouraged and may be set back a minimum of 10 feet from the right-of-way when there is no having space above the porch.
3. All units shall have a clearly defined front yard. The builder / developer / owner shall submit plans for landscaping, hedging, fencing, or a brick or stone wall, which must be approved by architectural control committee prior to installation.
4. All single family detached homes must be located with the first floor above the adjacent sidewalk.
5. Front yard landscaping shall be required for all single family detached lots and shall conform to Town of Parker minimum landscape requirements as stated in Section13.10.161 (f) of the Town of Parker Land Development Code, as amended.
6. Two (2) car garages (minimum) shall be required.

SECTION 2 – SINGLE FAMILY CLUSTER RESIDENTIAL – PLANNING AREA (PA) 3

SEC. 2-10 Description

The Single Family Residential Cluster Areas herein called "Cluster Homes" will have a total of approximately 7.38 acres and a maximum density of 10.03 dwelling units per acre for a total of 74 units.

SEC. 2-20 Intent

The Single Family Cluster homes proposed in the Olde Town at Parker may include a number of housing types, depending on market conditions and new unit types available. It is intended, however, that these predominately single family cluster developments not just be conventional single family residences, but unique neighborhoods with functional amenities and innovative unit types. The objective of the cluster development is to group various types of units creating communal open space, increasing privacy, improving Residential environments, and creating additional view corridors to amenities. Forms of clustering units may include, but not be limited to: an active adult community, zero lot line homes which create a more useable yard space, "keyhole" lots, wide and shallow, attached, detached "Lifestyle" full exterior maintenance homes, "Z" lots, flag lots, wedge lots, clustering of units on a common court, alley access homes, patio homes with the outdoor having space focused around a patio area and a variety of attached unit types such as duplexes, triplexes and town homes.

SEC. 2-30 Purpose

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied throughout the project phases.
3. To provide a variety of housing styles around featured amenities, in a substantially maintenance free environment.
4. To maintain or enhance the inherent natural features of the site, especially the drainage corridors and, to the extent possible, provide recreation, leisure and community areas for the residents of Olde Town at Parker cluster homes.
5. To provide cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of street by grouping the residential units together.

SEC. 2-40 Uses Permitted

1. Single family dwellings, attached and / or detached and condominiums
2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.
8. Places of religious assembly.

SEC. 2-50 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 2-60 Development Standards

Total Acreage	7.38 Acres
Maximum Allowable Density	10.03 DU/AC
Maximum Building Height	35 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure
	18 feet to the face of the garage
• From private drive/court:	3 feet (no parking in driveway if less than 18 feet in length)
• From arterial or collector street right-of-way:	25 feet
• From north property boundary:	12 feet
• From private lot lines:	3 feet (7 feet between structures)
Minimum Building Separation:	7 feet

• Rear to side:	7 feet
• Rear to rear:	10 feet
• Side to side:	7 feet
• Corner to side or rear:	7 feet
• Front to front:	20 feet
• Front to side:	7 feet

1. All improvements must be setback a minimum of 10 feet from the Planning Area boundary.
2. Encroachments: Cantilevers and roof overhangs may project into the required setback or building separation no more than 18 inches where permitted by building code.

SEC. 2-70 Design Guidelines

1. Individual lots and Buildings shall be arranged and situated to relate to surrounding properties.
2. Diversity and originality in a lot layout and individual building design shall be encouraged to achieve a more compatible relationship between development and the land.
3. Single Family Cluster, herein called Cluster Homes shall be a place to live, in which open space is concentrated, rather than dispersed, and maintained for the benefit of all that live there. Roads may be private, but will be built to the Town of Parker standards, and facilities and structures may be maintained by an association for the benefit of one and all. Due to anticipated variety and type of residential product, minimum street frontage, building area and lot size will be determined at time of Final Plat/Site Plan.
4. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures or sidewalks
5. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
6. Attached units which share a common wall, shall meet all applicable fire protection requirements.
7. Attached units which share a common wall must meet the development standards of the Single Family Attached District.
8. Minimum lot size will be determined based upon platting. A condominium plat will be required for the property, or the property will be limited to 1 dwelling unit per lot.

SECTION 3 – SINGLE FAMILY ATTACHED RESIDENTIAL – PLANNING AREAS (PA) 2 AND 10

SEC. 3-10 Description

The Single Family Residential Attached Area herein called "SFA" will have a total of approximately 10.65 acres (4.76 acres in PA-2, 5.89 acres in PA-10) and a maximum density of 11.08 dwelling units per acre for a total of 118 allowed dwelling units.

SEC. 3-20 Intent

The Single Family Attached area shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all whom live there. Roads may be private, but built to Town of Parker design standards. These facilities and structures may be maintained by an association for the benefit of one and all. This

use area will consist of attached townhouse type units, patio/ cluster units (closely grouped detached and/or attached homes), duplexes, and/or stacked flats (condominium units). The purpose of the Attached Homes is as follows:

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied.
3. To provide a variety of living styles around featured amenities, in a substantially maintenance-free environment.
4. Cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of streets by grouping the residential units together.

SEC. 3-30 Uses Permitted

1. Single family dwellings, attached, town homes, duplexes, and/or detached cluster homes;
2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.
8. Places of religious assembly.

SEC. 3-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 3-50 Development Standards

Total Acreage	10.65 Acres
Maximum Allowable Density	11.08 DU/AC
Maximum Building Height	40 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure
	18 feet to the face of the garage
• From private drive/court/alley:	2 feet (no parking in driveway if less than 18 feet in length)
• From arterial or collector street right-of-way:	20 feet
• Adjacent to Single Family Detached Residential:	15 feet
Minimum Building Separation:	
• Rear to side:	12 feet
• Rear to rear:	20 feet

• Side to side:	10 feet
• Corner to side or rear:	10 feet
• Front to front:	20 feet
• Front to side:	12 feet

1. All improvements must be setback a minimum of 10 feet from the Planning Area boundary.
2. Encroachments: Cantilevers and roof overhangs may project into the required setback or building separation no more than 18 inches where permitted by building code.

SEC. 3-60 Design Guidelines

1. Due to anticipated variety and type of residential product street frontage, building area and lot size will be determined at time of Final Plat/Site Plan.
2. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures.
3. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
4. Attached units which share a common wall shall meet all applicable fire protection requirements.
5. Minimum lot size will be determined based upon platting. A condominium plat will be required for property within this Planning Area, or the property will be limited to 1 Dwelling Unit per lot.

SECTION 4 – DUPLEX RESIDENTIAL – PLANNING AREAS (PA) 5 AND 6

SEC. 4-10 Description

The Duplex Residential area will have a total of approximately 13.88 acres (3.84 acres in PA-5, 10.04 acres in PA-6) and a maximum density of 10 units per acre for a maximum total of 104 dwelling units in Planning Areas PA 5 and 6.

SEC. 4-20 Intent

The Duplex Residential area shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all whom live there. Roads may be private, but built to Town of Parker design standards. These facilities and structures may be maintained by an association for the benefit of one and all. This use area will consist of attached townhouse type units, patio/ cluster units (closely grouped detached and/or attached homes), duplexes, and/or stacked flats (condominium units). The purpose of the Attached Homes is as follows:

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied.
3. To provide a variety of living styles around featured amenities, in a substantially maintenance-free environment.
4. Cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of streets by grouping the residential units together.

SEC. 4-30 Uses Permitted

1. Single family dwellings, attached, town homes, stacked flats (condominiums), duplexes, and/or detached cluster homes;
2. Private recreational facility;
3. Accessory structures and uses necessary and customarily incidental to a permitted use;
4. Public recreation facilities;
5. Public and quasi-public facilities;
6. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
7. Temporary construction yards and construction office, to be removed upon completion of the development.
8. Places of religious assembly.

SEC. 4-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 4-50 Development Standards

Total Acreage	13.88 Acres
Maximum Allowable Density	10 DU/AC
Maximum Building Height	35 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure
	18 feet to the face of the garage
• From private drive/court/alley:	Driveway must be ≤ 5 feet or ≥ 18 feet.
• From arterial or collector street right-of-way:	20 feet
• Adjacent to Single Family Detached Residential:	15 feet
Minimum Building Separation:	
• Rear to side:	12 feet
• Rear to rear:	20 feet
• Side to side:	10 feet
• Corner to side or rear:	10 feet
• Front to front:	20 feet
• Front to side:	12 feet

1. There will be a minimum residential setback from commercial areas of 15 feet to include vegetative screening of coniferous trees and a private fence on either the commercial or residential lot.

SEC. 4-60 Design Guidelines

1. Due to anticipated variety and type of residential product street frontage, building area and lot size will be determined at time of Final Plat/Site Plan. Setbacks will not inhibit ability to achieve desired density.
2. Off-street parking may be allowed within setbacks but shall not compromise landscaping and other buffering measures.
3. The design of any structure / development shall be a "360-degree" design, i.e., any elevation of a building shall be architecturally "finished" to a similar degree.
4. Attached units which share a common wall shall meet all applicable fire protection requirements.
5. Minimum lot size will be determined based upon platting. A condominium plat will be required for property within this Planning Area, or the property will be limited to 1 Dwelling Unit per lot.

SECTION 5 – MULTI-FAMILY RESIDENTIAL – PLANNING AREA (PA) 9**SEC. 5-10 Description**

The Multi-Family Residential area will have a total of approximately 6.27 acres and a maximum density of 17.22 units per acre for a maximum total of 108 dwelling units in this Planning Area.

SEC. 5-20 Intent

The Multi-Family Residential area shall be a place to live in which open space is concentrated, rather than dispersed, and maintained for the benefit of all whom live there. Roads may be private, but built to Town of Parker design standards. These facilities and structures will be maintained by an association for the benefit of one and all. This use area will consist of attached townhouse type units, patio/ cluster units (closely grouped detached and/or attached homes), duplexes, and/or stacked flats. The purpose of the multi-family district is as follows:

1. To provide flexibility in adjusting to changes in housing trends and patterns, while maintaining compatibility with surrounding lower density development.
2. To ensure that high standards of siting and the optimum use of available land are applied.
3. To provide a variety of living styles around featured amenities, in a substantially maintenance-free environment.
4. Cluster development, which in contrast to conventional development, will allow for a greater percentage of the land to be allotted to common areas and elements, and will reduce the amount of streets by grouping the residential units together.

SEC. 5-30 Uses Permitted

1. Single family dwellings, attached;
2. Townhomes;
3. Stacked flats;
4. Duplexes;
5. Detached cluster homes;
6. Private recreational facility;
7. Accessory structures and uses necessary and customarily incidental to a permitted use;

8. Public recreation facilities;
9. Public and quasi-public facilities;
10. Places of religious assembly.

SEC. 5-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 5-50 Development Standards

Total Acreage	6.27 Acres
Maximum Allowable Density	17.22 DU/AC
Maximum Building Height	45 feet
Building Setbacks	
• From local street right-of-way:	10 feet to the structure 18 feet to the face of the garage
• From private drive/court/alley:	Driveway must be ≤ 5 feet or ≥ 18 feet.
• From arterial or collector street right-of-way:	20 feet
Minimum Building Separation:	10 feet

1. All setbacks shall be in accordance with the Town of Parker's Development Design Standards

SEC. 5-60 Design Guidelines

1. Minimum lot size will be determined based upon platting. A condominium plat will be required for property within this Planning Area, or the property will be limited to 1 Dwelling Unit per lot.

SECTION 6 – COMMERCIAL CENTER – PLANNING AREA (PA) 1

SEC. 6-10 Description

The Commercial Center is a total of approximately 11.49 acres.

SEC. 6-20 Intent

The Olde Town at Parker Commercial Center or Neighborhood Shopping Village is located at the southeast intersection of Jordan Road and Mainstreet. This area is anticipated to serve the daily needs of the local neighborhood, offering a variety of goods and services. This area shall be configured to provide easy access to the neighborhoods they serve. The design of any use within the commercial shall be a "360 degree" design, i.e., every elevation of a building shall be architecturally "finished" to a similar degree. Likewise, within the building clusters, there shall be architectural compatibility with typical details, (i.e. directional signage, trash enclosures, rooftop mechanical screens etc.), similar building materials, color, massing, scale design details and pedestrian orientation. There shall also be a common landscape concept and a master circulation plan.

SEC. 6-30 Uses Permitted

The following uses are permitted in the Commercial Center:

1. Retail business activities, including, but not limited to, the following uses:
 - Antique shops
 - Artist supplies
 - Barbershops and beauty parlors
 - Bars and lounges
 - Book stores
 - Clothing stores
 - Convenience stores with fuel sales
 - Crafts and hobby shops
 - Drug stores
 - Dry cleaning and dyeing
 - Electrical and household appliances
 - Florists
 - Furniture stores, no warehousing – limited storage within the principal structure
 - Gift shops
 - Grocery stores
 - Hardware stores
 - Indoor amusement and recreational facilities
 - Instructional services/studios
 - Jewelry stores
 - Laundries – hand and coin-operated
 - Music shops
 - Office supplies
 - Package liquor stores
 - Paint stores
 - Pet shops
 - Photographic studios, equipment and supplies
 - Restaurants and other eating establishments with or without a drive-thru, including sidewalk cafes and kiosks that provide unique congregating places for sales and shopping interests
 - Shoe stores
 - Sporting good and athletic equipment
 - Stationary stores
 - Toy and game stores
2. Offices: general, medical, dental, professional and governmental
3. Cultural facilities, such as a museum, theater, art gallery;
4. Medical and dental clinics;
5. Child care center
6. Financial offices, including banks, savings and loans, limited to a maximum of 5,000 square feet and not including drive-through facilities;
7. Clubs, lodges, fraternal and service organizations;

8. Public and private schools
9. Health clubs, fitness center;
10. Accessory structures and uses necessary and customarily incidental to the above uses. No outdoor storage shall be permitted; *
11. Public and quasi-public facilities;
12. Temporary construction yards and construction office, to be removed upon completion of the development; and
13. Places of religious assembly.

*All uses which are incidental only to the permitted use and which may comply with all of the following conditions, may be operated as an accessory use in business and commercial districts:

1. Is clearly incidental and customary to and commonly associated with the permitted use; and
2. Is operated and maintained under the same ownership and on the same building site as the permitted use.

SEC. 6-40 Uses Permitted by Special Review

1. Uses that have 24 hour operations
2. Outdoor recreational facilities;
3. Veterinary clinics and hospitals;
4. Financial offices, including banks, savings and loans proposing over 5,000 square feet in area, and/or drive-thru facilities;
5. Funeral homes, mortuaries and crematoria;
6. Pawn shops;
7. Nursing homes, retirement centers and residential style health care facilities.
8. Water wells and appurtenances

SEC. 6-50 Maximum Building Height

The predominant portion of any building shall not exceed 35 feet in height. Ornamental architectural elements or appurtenances such as stair towers, entry and corner design features, or cupolas shall not exceed 45 feet in height.

SEC. 6-60 Setbacks

Front Building Setback	
• From public and private internal rights-of-way:	0 feet
• From Jordan Road and Mainstreet:	20 feet
Side Setbacks	
• If attached to an adjacent building:	Minimum of 0 feet
• If not attached to an adjacent building:	Minimum of 5 feet
Rear Setbacks:	10 feet from all property lines

1. A minimum 20 foot landscape strip shall be provided along Jordan Road, which shall include pedestrian walkways as indicated on the concept plan.

SEC. 6-70 Off -Street Loading

Unless screening has been approved by the Town of Parker, truck docking facilities off any major or minor arterial or adjacent to a residential district, is prohibited.

SEC. 6-80 Lot Coverage and Open Space

Lot coverage and common open space requirements shall be in accordance with the Town of Parker Development Design Standards, as amended.

SEC. 6-90 Design Guidelines

1. At the time of Site Plan/Final Plat all common design elements including but not limited to a "360 degree" architectural design treatment, thematic architectural design for all buildings, thematic landscape design through the site, minimum landscape buffers, uniform signage treatment, etc. shall be indicated.
2. Off-street parking will comply with the Town of Parker Land Development Code, as amended.

SECTION 7 – PARK/OPEN SPACE – PLANNING AREA (PA) 8**SEC. 7-10 Description**

The Park/Open Space Area is a total of approximately 11.50 acres.

SEC. 7-20 Intent

The Park/ Open Space Area is located in the center of the community. The area contains approximately 11.50 acres and is planned to serve as an easily accessible location for residents within the development. The central park and open space area which includes 7.72 acres will include a neighborhood activity center which will include a club house, swimming pool and pool house, hot tub, tot lot and open play area. The open space will include a regional trail and landscaping. The design of any building within this use area shall be a "360 degree" design.

SEC. 7-30 Uses Permitted

The following uses are permitted within the Park/Open Space Area:

1. Outdoor pool and pool house
2. Community building/ club house;
3. Neighborhood activity center
4. Indoor and outdoor private recreation facilities;
5. Trails;
6. Public and quasi-public facilities;
7. Temporary sales trailers, model homes, and show home complexes and accessory uses; and
8. Temporary construction yards and construction office, to be removed upon completion of the development;
9. Accessory structures and uses necessary and customarily incidental to a permitted use; and
10. Drainage facilities and detention ponds.

SEC. 7-40 Uses Permitted by Special Review

1. Water wells and appurtenances

SEC. 7-50 Setbacks

All buildings shall be setback a minimum of 10 feet from the Planning Area Boundary.

SEC. 7-60 Maximum Building Height

The maximum building height of any structure in the Park/Open Space Area shall be 20 feet, with the exception of the clubhouse or pool house facility which may be 35 feet in height.

SECTION 8 – NOTES

1. The developer has the right to build at a lower density in any planning area provided the Town has determined that the use is permitted and compatible with surrounding land uses and a finding of compatibility is determined at the time of Preliminary Plan or Site Plan review; provided the developer meets the requirements of that particular zone district and the intent statements of this Development Plan. This reduction shall be considered a minor change, enabling the developer to gain approval of the site without amending the Development Plan.
2. Residential Development Standards shall apply to the use described, regardless of the zone district in which they are found, (i.e., if a Single Family Detached use is proposed in the Single Family Attached Use Area, the Development Standards for the Single Family Detached Use Area shall apply) provided that such use is a Permitted Use or Use by Special Review in the subject Planning Area.
3. All roadway systems are conceptually located to provide access to the site and its environs. Final alignments, access and design will be determined at the time of Sketch/Preliminary Plan review, and shall be in substantial compliance with the Development Plan.
4. Total Park dedication for this development shall be 13.39 acres as depicted on the Development Plan.
5. The 20% open space requirement shall be provided through the following:
 - a) Non-dedicated community open space.
 - b) Cash-in-lieu of open space land paid to the Town for the off-site purchase of open space.
 - c) Improvements to regional trail and parks in lieu of open space.
6. The owner / developer of any property within the area subject to these development standards has the right to continue existing agricultural uses until the time of construction, in accordance with the requirements of Sec.13.04.230 ("Non-conforming Situations") of the Town of Parker Land Development Code as provided herein.

SECTION 9 – DESIGN INTENT**SEC. 9-10 Circulation, Road Patterns, and Standards**

The roads / streets are laid out based on a dispersed network, so that there are alternate routes to every destination, thereby permitting most streets to be narrower, with slower traffic and reduced trips per day envisioned for these pedestrian oriented streets.

Extensive street trees and detached walks on both sides along the neighborhood street will encourage pedestrians to utilize the "walking street pedestrian system" for day to day local trips within the development.

SEC. 9-20 View Corridors

Views from the site can be dramatic, ranging from mountains to the plains. The mountain views to the west include a sweep of approximately 180 degrees assuming many homes an opportunity to have a view. Views to the east include a view of the Cherry Creek open space / drainage corridor and the surrounding Town of Parker.

SEC. 9-30 Constraints

Public Service Company's overhead transmission lines are located along the southern boundary of the property paralleling Todd Drive. Traffic noise impacts are anticipated at the intersection of Jordan Road and Mainstreet.

SEC. 9-40 Community Design Elements

Community design elements will create the visual amenities that will contribute to making Olde Town at Parker a cohesive, well planned community. Community design elements include landscaping, berming, planting, entry monumentation, pavement textures in select areas, walls, fencing, lighting, parks, pedestrian and bicycle circulation and street furniture.

The external streets and the treatment along these roadways create the window and primary access to the community. It is intended that treatment along the roadways (landscape planting, community design elements and street furniture) be designed and integrated in a way to demonstrate the quality and community concept of Olde Town at Parker. It is intended that street furniture such as benches and street lighting, traffic control devices, bus shelters, kiosks, drinking fountains, bike racks, trash receptacles, fencing along the arterial and collector roads, and signage along the village center, arterials & collectors, shall be installed by the developer, and be of a consistent design vocabulary while adhering to the Town's Sign Code. Street furniture and entry signage will be an integral part of the landscaping areas flanking the arterials and shall have a uniform appearance throughout Olde Town at Parker. Street furniture will complement a theme with an integrated design. Signage along arterials and collectors will be low profile type monument signs with base materials and landscaping which will complement building themes and materials, consistent with the Town's Sign Code.

Development within Olde Town at Parker will comply with all Town of Parker Landscape Guidelines. Landscape planting shall be coordinated with the other community design elements and enhance the quality of the development. Additional design standards shall be submitted to the Town of Parker on or prior to the submission of a Final Plat.

SEC. 9-50 Community/Architectural Design Elements

Architectural design and specific area site planning shall encourage high quality development. Design Guidelines shall be submitted to the Town of Parker concurrent with the first Final Plat, ensuring the integration of design control of architecture, street furniture, and establish the character for other areas within Olde Town at Parker. The creation of a homeowner's association and enforcement of design Guidelines are enabled by the Covenants, Conditions and Restrictions (CC&R's) established for the property. The HOA will be responsible for enforcing the CC&R's and the Design Guidelines. The Design Guidelines will be provided to the Town as a courtesy.

Olde Town at Parker is a planned development and special consideration must be given to the siting of all improvements with emphasis on the relationship to existing grades, and the relationship to neighboring sites and vistas. All residences will have exterior elevations, roofs and details that shall be coordinated and consistent in their architectural treatment. Exterior elevations shall be designed to complement the natural and man enhanced

environments of Olde Town at Parker. Large surfaces of bright colors and reflective exterior surfaces shall be prohibited excluding all glazed areas. Panels of bright colors may be utilized for an architectural statement on certain panels or doors, but again, may not be utilized on mass surfaces.

Fencing - The developer / builder shall submit detailed fence designs with the Final Plat and/ or Site Plan. The design and materials for any fencing along any arterial or collector road shall be based on a unified theme and character determined at the time of initial Final Plat, which shall reflect the overall design intent for the development. Individual panel or specific lot fence designs shall be prohibited on all fences along arterial and/or collector roads.

Common Area Landscaping - All common areas along arterials and collector roads, buffers, entry areas, pedestrian walkways and under the Jurisdiction of the Olde Town at Parker Homeowner's Association, or other quasi-government entity shall be landscaped in accordance with a master landscape plan which shall be submitted with the Final Plat and/ or Site Plan subject to approval by the Town of Parker. The landscape plans shall indicate, but not be limited to, plant materials, grading, soil, irrigation, landscape, signs, lighting, etc., and shall be prepared by a landscape architect, and shall meet or exceed the landscape requirements specified in Sec. 13.06.070 of the Town of Parker Land Development Code as amended.

All landscaping within a public right-of-way will require a license agreement issued by the Town of Parker Public Works Department. The agreement shall be assigned to the homeowner's or commercial owner's association therefore requiring the maintenance and irrigation, including tap, by the assigned entity or individual homeowner. Maintenance, irrigation and the water source, of the tree lawns along public streets adjacent to a Single Family lot is the responsibility of the lot owner. Maintenance and irrigation of all common area landscaping, including right-of-way landscaping along Jordan Road and Motsenbocker Road shall be the responsibility of the homeowner's association. Maintenance and irrigation of all landscaping along Mainstreet and Jordan Road adjacent to the Commercial Center shall be the responsibility of the Commercial owner's association or management company.

SECTION 10 – EXHIBITS

Exhibit A: Legal Description

Exhibit B: PD Development Plan

OLDE TOWN AT PARKER PLANNED DEVELOPMENT AMENDMENT

EXHIBIT A

LAND DESCRIPTION

A PARCEL OF LAND IN THE WEST HALF OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21, THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 617, A DISTANCE OF 302.18 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2003092239 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES;

1. N03°27'57"E A DISTANCE OF 117.25 FEET;
2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
3. THENCE N00°20'54"W A DISTANCE OF 1016.14 FEET TO A POINT OF CURVATURE;
4. THENCE 137.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 874.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 137.27' FEET TO A POINT OF TANGENCY;
5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
6. THENCE 164.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 09°00'29", A RADIUS OF 1044.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 163.97 FEET TO POINT OF TANGENCY;
7. THENCE N00°20'54"W A DISTANCE OF 296.99 FEET TO A POINT OF CURVATURE;

THENCE 78.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 90°03'52", A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS N44°41'02"E A DISTANCE OF 70.75 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAIN STREET AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2003092239;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1. N89°42'58"E A DISTANCE OF 363.74 FEET TO A POINT OF CURVATURE;
2. THENCE 278.26 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 10°30'50", A RADIUS OF 1516.39 FEET AND A CHORD WHICH BEARS N84°27'33"E A DISTANCE OF 277.87 FEET;
3. THENCE N10°47'52"W A DISTANCE OF 15.00 FEET;
4. THENCE 181.43 FEET ALONG THE ARC OF NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE 06°55'25", A RADIUS OF 1501.39 FEET AND A CHORD WHICH BEARS N75°44'25"E A DISTANCE OF 181.32 TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID NORTHERLY LINE, N89°42'58"E A DISTANCE OF 100.15 FEET;

THENCE N00°23'18"W A DISTANCE OF 2.02 FEET TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION, FILING NO. 2A AS RECORDED AT RECEPTION NO. 9306811;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING SIX (6) CONSECUTIVE COURSES;

1. N89°36'42"E A DISTANCE 258.06 FEET;
2. THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3. THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4. THENCE N89°30'01"E A DISTANCE OF 50.01 FEET;

5. THENCE N00°19'07"W A DISTANCE OF 27.27 FEET
6. THENCE N89°35'34"E A DISTANCE OF 233.63 FEET TO A POINT ON THE WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2013010637.

THENCE ALONG SAID WESTERLY LINE S00°24'26"E A DISTANCE OF 3.35 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 1B-2 AS RECORDED AT RECEPTION NUMBER _____;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MOTSENBOCKER ROAD AS RECORDED AT RECEPTION NUMBERS 2002116352 AND 2017075212;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;

1. S00°02'02"E A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE;
2. THENCE 172.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 590.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD WHICH BEARS S08°25'08"E A DISTANCE OF 172.07 FEET TO A POINT OF TANGENCY;
3. THENCE S16°48'14"E A DISTANCE OF 30.84 FEET;
4. THENCE N72°41'42"E A DISTANCE OF 3.59 FEET;
5. THENCE S15°53'49"E A DISTANCE OF 301.80 FEET;
6. THENCE S10°18'46"E A DISTANCE OF 71.94 FEET;
7. THENCE S15°53'49"E A DISTANCE OF 79.96 FEET;
8. THENCE S16°36'56"E A DISTANCE OF 387.85 FEET TO A POINT OF CURVATURE;
9. THENCE 55.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 05°54'15" AND A CHORD WHICH BEARS S13°39'48"E A DISTANCE OF 55.11 FEET;
10. THENCE 20.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 02°15'37" AND A CHORD WHICH BEARS S01°48'01"E A DISTANCE OF 20.12 FEET TO A POINT OF TANGENCY;
11. THENCE S00°40'13"E A DISTANCE OF 598.66 FEET;
12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
13. THENCE 3.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 37°56'39" AND A CHORD WHICH BEARS S18°24'35"W A DISTANCE OF 3.25 FEET TO A POINT OF TANGENCY;
14. THENCE S37°22'55"W A DISTANCE OF 31.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID SOUTHERLY LINE, S89°26'16"W A DISTANCE OF 345.53 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 131, PAGE 102;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1. N00°40'14"W A DISTANCE OF 210.00 FEET;
2. THENCE S89°26'16"W A DISTANCE OF 2269.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JORDAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING.

PARCEL CONTAINS 127.453 ACRES OR 5,551,834 SQUARE FEET MORE OR LESS.

ALL LINEAL DISTANCES ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR S00°20'54"E AND BEING MONUMENTED BY A FOUND 2" ALUMINUM CAP IN RANGE BOX PLS #13487 AT THE WEST QUARTER CORNER AND A FOUND 3-1/4" ALUMINUM CAP IN RANGE BOX PLS #25645 AT THE SOUTHWEST CORNER.

PREPARED BY AUGUSTUS TERRY
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, COLORADO 80215
303-431-6100
NOVEMBER 20, 2018

Exhibit B

Olde Town At Parker A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

PD Development Plan SHEET 1 OF 1

VICINITY MAP NOT TO SCALE



- NOTES**
1. NO FLOODPLAIN EXISTS ON THIS SITE.
 2. ALL EXISTING STRUCTURES ON THIS SITE SHALL BE REMOVED.
 3. EXISTING ZONING - PD
 4. WATER AND SEWER TO BE PROVIDED BY PARKER WATER AND SANITATION DISTRICT.

LAND USE SUMMARY

PA	Planning Area	Acres	Dwelling Units	Density	Min. Density	% of Acreage
4.6.7	3.0 Attached Res*	56.37	345	4.35	4.35	45.0%
3	3.0 Cluster	7.08	74	10.45	10.29	5.7%
2.5.10	3.0 Attached	20.05	123	11.08	11.08	8.2%
3.4.5	3.0 Detached Residential	13.89	104	7.49	10.00	10.7%
9	3.0 Condominium	6.27	108	17.22	17.22	4.9%
2	Commercial Center	11.49	N/A	N/A	N/A	8.9%
8	Park/Open Space	11.50	N/A	N/A	N/A	8.9%
	Internal Street**	8.41	N/A	N/A	N/A	6.6%
	Motenbocker ROW Dedication	0.90	N/A	N/A	N/A	0.7%
	Open Space/Trail	2.76	N/A	N/A	N/A	2.2%
		126.33	649	5.01	5.78	100.0%

* INCLUDES INTERNAL OPEN SPACE

** AS SHOWN ON PLAN

*** MAXIMUM DENSITIES FOR ALL PAs EXCEPT PA-9 WERE ESTABLISHED VIA PREVIOUS PD AMENDMENTS.

PLANNING COMMISSION ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS REVIEWED AND RECOMMENDED FOR APPROVAL BY THE TOWN OF PARKER PLANNING COMMISSION FOLLOWING A PUBLIC HEARING HELD ON _____, 2020.

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

TOWN COUNCIL ACCEPTANCE:

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 2020, FOR THE PROPERTY DESCRIBED AS OLDE TOWN AT PARKER. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH ADOPTION OF ORDINANCE NO. _____.

MAYOR, TOWN OF PARKER

ATTEST:
TOWN CLERK

CLERK AND RECORDER'S CERTIFICATE

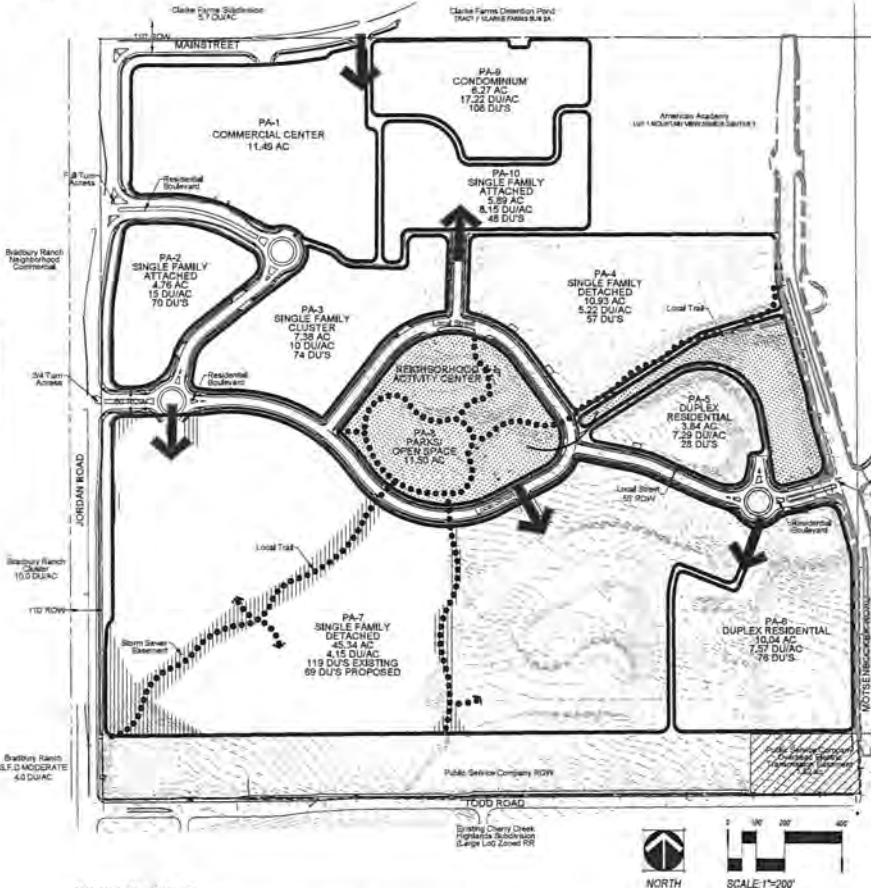
STATE OF COLORADO }
COUNTY OF DOUGLAS }

I HEREBY CERTIFY THAT THIS DEVELOPMENT PLAN WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 2019 A.D. AT _____ O'CLOCK _____ M AND WAS RECORDED WITH RECEPTION NUMBER _____.

DOUGLAS COUNTY RECORDER

LEGEND

- Local Trail
- Access Points
- Designated Parks/Open Space within Planning Area
- Park/Open Space



PARKS/OPEN SPACE

1. PARKS DEDICATION REQUIRED
2ND AMENDMENT (2017): 649 DU'S X 3.0 PEOPLE/DU / 1,000 X 7.5 = 14.80 AC**
3RD AMENDMENT (2020): 156 DU'S X 0.0139 AC/UNIT = 2.17 AC**
TOTAL PARK DEDICATION REQUIRED: 15.96 AC
2. PARK DEDICATION PROVIDED:
A. PA-6 (PARK/CLUSTER/RECREATION CENTER): 7.22 AC
B. POCKET PARKS/OPEN SPACE IN PA-7: 2.70 AC
C. REGIONAL TRAIL CORRIDOR IN PA-7 & PA-6: 3.69 AC
D. PARK LANDS IN PA-6 & PA-10: 2.18 AC
TOTAL PARK DEDICATION CREDIT: 15.79 AC
3. OPEN SPACE REQUIRED: 20% OF AREA
4. OPEN SPACE TO BE MET THROUGH THE FOLLOWING:
A. NON-DEDICATED COMMUNITY OPEN SPACE AREAS
B. CASH-IN-LIEU OF OPEN SPACE PAID TO TOWN OF PARKER
C. IMPROVEMENTS TO REGIONAL TRAIL AND PARKS IN LIEU OF OPEN SPACE

* REFLECTS PREVIOUS PARKS DEDICATION FORMULA USED TO CALCULATE REQUIREMENT WITH THE 2017 PD AMENDMENT.
** REFLECTS CURRENT PARKS DEDICATION FORMULA USED FOR CURRENT CALCULATION.

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF SAID SECTION 21;

THENCE N00°20'54"W ALONG THE WESTERLY LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING;

THENCE N00°20'54"W ALONG SAID WESTERLY LINE, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED IN BOOK 753 PAGE 527, A DISTANCE OF 302.18 FEET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF JORDAN ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2004092239 THE FOLLOWING SEVEN (7) CONSECUTIVE COURSES;

1. N03°27'57"E A DISTANCE OF 117.25 FEET;
2. THENCE N89°39'06"E A DISTANCE OF 19.21 FEET;
3. THENCE N00°20'54"W A DISTANCE OF 1016.14 FEET TO A POINT OF CURVATURE;
4. THENCE 137.41 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 0°09'29", A RADIUS OF 874.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 137.27 FEET TO A POINT OF TANGENCY;
5. THENCE N08°39'35"E A DISTANCE OF 289.60 FEET TO A POINT OF CURVATURE;
6. THENCE 184.14 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 0°04'28", A RADIUS OF 1044.00 FEET AND A CHORD WHICH BEARS N04°09'20"E A DISTANCE OF 163.97 FEET TO A POINT OF TANGENCY;
7. THENCE N00°20'54"W A DISTANCE OF 296.99 FEET TO A POINT OF CURVATURE;

THENCE 78.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE 90°03'52", A RADIUS OF 50.00 FEET AND A CHORD WHICH BEARS N44°41'02"E A DISTANCE OF 70.75 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST MAIN STREET AS RECORDED RECEPTION NUMBERS 2002116352 AND 2003092239;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES;

1. N89°42'58"E A DISTANCE OF 363.74 FEET TO A POINT OF CURVATURE;
2. THENCE 278.76 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE 10°30'50", A RADIUS OF 1516.39 FEET AND A CHORD WHICH BEARS N04°27'33"E A DISTANCE OF 277.87 FEET;
3. THENCE N10°47'32"W A DISTANCE OF 15.00 FEET;
4. THENCE 181.43 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE 06°55'25", A RADIUS OF 1501.39 FEET AND A CHORD WHICH BEARS N75°44'25"E A DISTANCE OF 181.32 TO A POINT ON THE NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID NORTHERLY LINE, N89°42'58"E A DISTANCE OF 100.15 FEET;

THENCE N00°23'18"W A DISTANCE OF 2.02 FEET TO A POINT ON THE SOUTHERLY LINE OF CLARKE FARMS SUBDIVISION, FILING NO. 2A AS RECORDED AT RECEPTION NO. 9306831;

THENCE ALONG SAID SOUTHERLY LINE, THE FOLLOWING SIX (6) CONSECUTIVE COURSES;

1. N89°36'42"E A DISTANCE OF 258.06 FEET;
2. THENCE N89°35'34"E A DISTANCE OF 117.35 FEET;
3. THENCE S00°19'07"E A DISTANCE OF 27.35 FEET;
4. THENCE N09°30'01"E A DISTANCE OF 50.01 FEET;
5. THENCE N00°19'07"W A DISTANCE OF 27.27 FEET;
6. THENCE N89°35'34"E A DISTANCE OF 133.65 FEET TO A POINT ON THE WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3 AS RECORDED AT RECEPTION NUMBER 2033036437.

THENCE ALONG SAID WESTERLY LINE S00°24'29"E A DISTANCE OF 1.33 FEET TO A POINT ON SAID NORTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID WESTERLY LINE OF MOUNTAIN VIEW SENIOR CENTER FILING NO. 3, S00°02'02"E A DISTANCE OF 682.11 FEET TO A POINT ON THE NORTHERLY LINE OF OLDE TOWN AT PARKER FILING NO. 18-2 AS RECORDED AT RECEPTION NUMBER 2018070436;

THENCE ALONG SAID NORTHERLY LINE N89°34'55"E A DISTANCE 644.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MOTENBOCKER ROAD AS RECORDED RECEPTION NUMBERS 2002116352 AND 2017075232;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOURTEEN (14) CONSECUTIVE COURSES;

1. S00°02'02"E A DISTANCE OF 77.50 FEET TO A POINT OF CURVATURE;
2. THENCE 172.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, A CENTRAL ANGLE OF 16°46'12" AND A CHORD WHICH BEARS S08°25'08"E A DISTANCE OF 172.07 FEET TO A POINT OF TANGENCY;
3. THENCE S15°48'14"E A DISTANCE OF 30.84 FEET;
4. THENCE N72°41'43"E A DISTANCE OF 3.59 FEET;
5. THENCE S15°53'49"E A DISTANCE OF 301.80 FEET;
6. THENCE S01°18'45"E A DISTANCE OF 71.94 FEET;
7. THENCE S15°53'49"E A DISTANCE OF 79.96 FEET;
8. THENCE S16°36'36"E A DISTANCE OF 387.85 FEET TO A POINT OF CURVATURE;
9. THENCE 55.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 05°54'15" AND A CHORD WHICH BEARS S13°39'48"E A DISTANCE OF 55.11 FEET;
10. THENCE 20.12 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CENTRAL ANGLE OF 02°15'37" AND A CHORD WHICH BEARS S01°48'01"E A DISTANCE OF 20.12 FEET TO A POINT OF TANGENCY;
11. THENCE S00°40'13"E A DISTANCE OF 598.66 FEET;
12. THENCE S00°33'44"E A DISTANCE OF 182.24 FEET;
13. THENCE 4.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 37°36'39" AND A CHORD WHICH BEARS S18°24'35"W A DISTANCE OF 1.25 FEET TO A POINT OF TANGENCY;
14. THENCE S47°22'35"W A DISTANCE OF 11.26 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER OF SECTION 21;

THENCE ALONG SAID SOUTHERLY LINE, S89°26'16"W A DISTANCE OF 345.53 FEET TO A POINT ON THE EASTERLY LINE OF A PARCEL OF LAND RECORDED AT BOOK 131, PAGE 102;

THENCE ALONG THE EASTERLY AND NORTHERLY LINE OF SAID PARCEL THE FOLLOWING TWO (2) CONSECUTIVE COURSES;

1. N00°40'14"W A DISTANCE OF 210.00 FEET;
2. THENCE S89°26'16"W A DISTANCE OF 228.52 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID JORDAN ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

PARCEL CONTAINS 127.458 ACRES OR 5,551.88 SQUARE FEET MORE OR LESS.

APPLICANT

PNC New Town, LLC
4800 South Syracuse Street
Suite 900
Denver, CO 80227

PREPARED BY / LAND PLANNER / LANDSCAPE ARCHITECT

NOBIS DESIGN

REVISIONS

REVISIONS

SHEET 1 OF 1

Conceptual Plan for Senderos Creek North & Senderos Creek





Request for Town Council Action

Date: July 6, 2020

Submitted By: Jim Maloney, Town Attorney
Kristin Hoffmann, Deputy Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.319 - First Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2020, Coordinated Election

Department: Town Attorney, Kristin Hoffmann
Town Clerk, Carol Baumgartner

Second Reading: July 20, 2020

EXECUTIVE SUMMARY

The Town's regular election will be conducted as a coordinated election with Douglas County. The Town and Douglas County are required to enter into an intergovernmental agreement (IGA) to govern the conduct of the election, pursuant to C.R.S. § 1-7-116(2).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Under the "Uniform Election Code," the Town will coordinate its election with Douglas County. On February 3, 2020, the Town Council passed Resolution No. 20-007 in order to participate in the November 3, 2020 Douglas County coordinated election. Under the Uniform Election Code, the Town and Douglas County are required to enter into an intergovernmental agreement to conduct the election. The Town and Douglas County will enter into the 2020 IGA in a substantially similar form as the 2018 IGA, which is attached to the ordinance.

FINANCIAL IMPACT

The budget for the Town to participate in the coordinated election is \$60,000.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.319

RECOMMENDED MOTION

I move to approve Ordinance No. 9.319 on first reading and to schedule second reading for July 20, 2020, as part of the consent agenda.

ORDINANCE NO. 9.319, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE DOUGLAS COUNTY CLERK AND RECORDER AND THE TOWN OF PARKER REGARDING THE CONDUCT AND ADMINISTRATION OF THE NOVEMBER 3, 2020, COORDINATED ELECTION

WHEREAS, under Section 2.1 of the Town of Parker Home Rule Charter and Section 2.06.020 of the Parker Municipal Code, the Town has adopted the exclusive use of Title 1 of the Colorado Election Code for all Town elections that are conducted with Douglas County;

WHEREAS, the Town Council of the Town of Parker adopted Resolution No. 20-007, Series of 2020, stating the Town's intent to participate in the Douglas County Coordinated Election on November 3, 2020, and appointing the Town Clerk as the designated election official of the Town;

WHEREAS, the Town has sufficient funds available and appropriated in its approved budget to pay the Town's prorated election expenses for the coordinated election;

WHEREAS, the Town Council of the Town of Parker desires to enter into an intergovernmental agreement with the Douglas County Clerk and Recorder regarding the conduct and administration of the November 3, 2020, coordinated election; and

WHEREAS, the Town Council of the Town of Parker desires to authorize the Mayor to execute the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2020, Coordinated Election.

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement between the Douglas County Clerk and Recorder and the Town of Parker Regarding the Conduct and Administration of the November 3, 2020, Coordinated Election, which agreement shall be in substantially the same form as the agreement attached hereto as **Exhibit 1**. The Town Council further authorizes the Mayor of the Town to enter into the Intergovernmental Agreement on behalf of the Town in substantially the same form as attached hereto, following final approval by the Town Attorney.

Section 2. The Recitals of this Ordinance are incorporated herein by the reference.

Section 3. **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 4. 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 5. 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

BETWEEN

DOUGLAS COUNTY CLERK AND RECORDER

AND

Town of Parker

Regarding the Conduct and Administration of the

**NOVEMBER 6, 2018
GENERAL ELECTION**

**Prepared by:
Merlin Klotz
Douglas County Clerk and Recorder
125 Stephanie Place
Castle Rock, Colorado 80109
303-660-7444**



THIS AGREEMENT is made by and between the Board of County Commissioners of the County of Douglas, State of Colorado, on behalf of the Douglas County Clerk and Recorder (hereinafter referred to as the "County") and Town of Parker (hereinafter referred to as the "Jurisdiction") collectively as the "Parties"; and

WHEREAS, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.), governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

WHEREAS, pursuant to section 1-7-116, C.R.S. if more than one political subdivision holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the Coordinated Election Official and, pursuant to section 1-5-401, C.R.S. shall conduct the elections on behalf of all political subdivisions utilizing the mail ballot procedures set forth in article 7.5 of title 1; and

WHEREAS, the County and Jurisdiction have determined that section 1-7-116, C.R.S. applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct the General Election on November 6, 2018; and

WHEREAS, such agreements are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution, and sections 1-7-116 and 29-1-203, C.R.S. ,

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

1. This election shall be conducted as a coordinated election in accordance with the Uniform Election Code of 1992 (Articles 1-13 of Title 1, C.R.S.). The election participants will execute agreements with Douglas County for this purpose and may include municipalities, school districts, and special districts within the Douglas County limits and the State of Colorado.
2. The Douglas County Clerk and Recorder shall be designated as the Chief Election Official (hereinafter "CEO").
3. FURTHER, the Parties agree as follows:

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Address Library Report"** means the address report from the Secretary of State (hereinafter "SOS") voter registration system, which defines street addresses within the jurisdiction.
- B. **"Chief Election Official"**, (hereinafter "CEO") shall mean the County Clerk and Recorder shall act as the Coordinated Election Official, as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.
- C. **"Colorado Election Code"** or "Code" means any part of the Uniform Election Code of 1992, (Articles 1-13 of Title 1, C.R.S.) or any other Title of C.R.S. governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.
- D. **"Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the County Clerk is the Chief Election Official for the jurisdictions.
- E. **"Computation of Time"** (pursuant to section 1-1-106 C.R.S.) means calendar days shall be used in all computations of time made under the provisions of this IGA. In computing any period of days prescribed by this IGA, the day of the act or event from which the designated period of days begins to run shall not be included and the last day shall be included. Saturdays, Sundays, and legal holidays shall be included. If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday and completion of such act involves a filing or other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday. If the state constitution or state statute requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months "before" the date of an election, or any phrase that suggest a similar meaning, the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday, except as provided in section 1-2-201(3).
- F. **"Contact Officer"** who shall act as the primary liaison or contact between the Jurisdiction and the County Clerk. The Contact Officer shall be that person under the authority of the County Clerk who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the County Clerk hereunder.

- G. **“Designated Election Official”** (hereinafter “DEO”), who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.
- H. **“District Boundary Map”** means the map which shows a specific jurisdiction’s boundaries according to the records on file with the County Assessor.
- I. **“General Election”** means the election held on the Tuesday succeeding the first Monday of November in each even-numbered year.
- J. **“IGA”** means Intergovernmental Agreement between the County and the Jurisdiction for election coordination.
- K. **“Jurisdiction”** means special districts, municipalities, or other local governments participating in the Coordinated Election under the terms of this Agreement.
- L. **“Mail Ballot Packet”** means the packet of information provided by the chief election official to eligible electors in the mail ballot election. The packet includes the official ballot, voter instructions for completing the ballot, a secrecy sleeve, and an official return envelope. § 1-7.5-103(5), C.R.S.
- M. **“Risk Limiting Audit”** means such audit as set forth in SOS Rule 25.
- N. **“Proposed Jurisdiction”** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.
- O. **“SOS”** means State of Colorado Secretary of State.
- P. **“Election Calendar”** means the most recent election calendar as published on the SOS website located at www.sos.state.co.us and attached hereto as Attachment C and incorporated herein by this reference.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices if required – See Attachment E.

- B. Nothing herein shall be deemed or construed to relieve the CEO or the Jurisdiction from their official responsibilities for the conduct of the election, including any of their respective responsibilities under the Fair Campaign Practices Act or any local ordinances concerning fair campaign practices.
- C. All parties shall adhere to all applicable provisions of the Colorado Election Code which are necessary or appropriate to the performance of the above duties.

1.03 JURISDICTIONAL LIMITATION

- A. The Jurisdiction encompasses territory within Douglas County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Douglas County.
- B. Where the Jurisdiction is entirely contained within Douglas County, the CEO has jurisdiction in setting ballot order and number. When the Jurisdiction is split among more than one county, the Jurisdiction agrees to coordinate with the CEO prior to agreeing upon ballot order or numbering.

SECTION II. COUNTY/JURISDICTION RESPONSIBILITIES

The County and the Jurisdiction shall each perform their respective duties and/or functions within the context of this Agreement:

2.01 THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION:

- A. Give assistance and information to the DEO of the Jurisdiction on any matter related to elections to ensure the smooth and efficient operation of the election (such information shall not include legal advice).
- B. Designate a Contact Officer with the specific duty of assisting with the election of the Jurisdiction (such oversight shall not preclude such Contact Officer from assisting with the elections of other jurisdictions or from performance of other tasks as delegated by the CEO).
- C. The Contact Officer shall provide to the Jurisdiction's Designated Election Official such advice (not including legal advice) and oversight as may help in the conduct of the Jurisdiction's election.

- D. Use the Address Library Report or District Boundary map and any documents provided regarding annexation, inclusion and/or exclusion, to identify eligible electors within the Jurisdiction.
- a. Provide the Jurisdiction with an Address Library Report, which defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor data.
 - b. Provide the Jurisdiction with a District Boundary map, which identifies the jurisdiction boundaries on record with the County Assessor office..
 - c. Provide an Annexations, Inclusions, and/or Exclusions form to the Jurisdiction.
 - d. County will verify errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
 - e. Receive from Proposed Jurisdictions a certified legal description, map, and street list, identifying all street ranges for street addresses within the proposed Jurisdiction on or before eighty (80) days prior to the election. In the event residential addresses are not available, the Proposed Jurisdiction will be required to provide a list of the land parcel numbers which are within the boundaries of the Proposed Jurisdiction.
 - f. Receive from the Jurisdiction a certification of the accuracy of the Address Library Report, along with any changes, additions, or deletions that need to be made, to the CEO eighty (80) days prior to the election.
 - g. OR, receive from the Jurisdiction a certification of the accuracy of the District Boundary map, along with any changes, additions, or deletions that need to be made, to the CEO eighty (80) days prior to the election.
- E. Contract for Mail Ballot Packets with a vendor acceptable to the CEO and remit payment directly to the vendor.
- F. Lay out the text of the official ballots in a format that complies with the Code. (See also Section 1.03 (B) herein).
- G. Provide ballot printing layouts and text for proofreading and signature approval by the Jurisdiction prior to final ballot printing.

- H. Mail the ballot packets as required by the Code.
- I. Make available a certified list of registered voters on or before the deadline as set forth within the Attachment C.
- J. Appoint, instruct, oversee, and administer the payment of the judges of the election.
- K. Coordinate, instruct, and oversee the Canvass Board.
- L. Prepare and run the required Logic and Accuracy test deck, along with a test deck provided by the Jurisdiction, on date as set forth within the Douglas County Important Dates - Attachment D, attached hereto and incorporated herein by this reference.
- M. If applicable, provide daily business day pick-up of the sealed ballot container(s) containing voted ballots from all assigned locations. Provide replacement sealed empty ballot container(s).
- N. Publish and post the required legal notices pursuant to § 1-5-205(1), C.R.S. Notice shall be published for the Jurisdiction's ballot issues, ballot questions, and/or candidates on or before the deadline as set forth within Attachment C
- O. CEO will refer members of the public and press to the DEO regarding specific questions about candidates or ballot questions.
- P. Provide the necessary electronic voting tabulation equipment, personnel properly trained in electronic tabulating equipment, programming of the vote tabulating equipment, and the facility to conduct the ballot tabulation.
- Q. Conduct and oversee the process of counting the ballots and reporting the results by Jurisdiction.
- R. Provide a secure area for no more than two persons appointed by the Jurisdiction to observe the ballot counting procedures. The Jurisdiction's Board of Canvass representative may observe each of the steps of the processing of the ballots.
- S. Conduct a re-count of the ballots where the final ballot tabulation results are close enough to require a recount by law, or if not required by statute, upon the request of the Jurisdiction, for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions based on numbers of eligible electors.

- T. Prepare and conduct the required Risk Limiting Audit before certifying election results.
- U. Conduct a canvass of the votes and certify the results of the Jurisdiction's election within the time required by law and forthwith provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- V. Submit to the Jurisdiction an itemized invoice for all expenses incurred under this Agreement. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A through B for pro-ratio formulas of said charges.
- W. Store all election records as required by the Code.

2.02 THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO SAID ELECTION AND TABOR NOTICE:

- A. Identify a DEO to act as liaison between the Jurisdiction and the CEO.
- B. DEO shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- C. Identify immediately to CEO if Jurisdiction is shared by any additional county. Procedures will be followed as per SOS Rule 4.2 to determine controlling county for purpose of setting up shared races, issues, and questions in coordinated elections. (See Section 1.03 (B) herein).
- D. The Jurisdiction shall provide the CEO with a copy of the ordinance or resolution stating that the Jurisdiction has adopted the exclusive use of Title 1 of the Colorado Election Code and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Jurisdiction or other designated person to execute this Agreement.
- E. The Jurisdiction confirms that it has sufficient funds available and appropriated in its approved budget to pay its prorated election expenses for this coordinated election.
- F. The IGA must be returned to the CEO with all pages initialed and both signature pages completed on or before the deadline as set forth within Attachment C in order to enter into an intergovernmental agreement, per the Code.

- G. It is recommended and encouraged for the jurisdiction to participate in the events listed on Attachment D. Provide at least one member, and no more than two members, from the Jurisdiction to participate in each of the steps of the election process. If at least one of the appointed members is not present, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the CEO and the Jurisdiction will be charged for the service according to the fee structure (Attachment A).
- H. Use either the Address Library Report or District Boundary map provided by the County to identify eligible electors within the Jurisdiction.
- a. If using the Address Library Report, the information contained in the Report must be accurate. Identify any errors, omissions, and/or corrections to the street names and ranges used.
 - b. If using the District Boundary map, the Jurisdiction must certify the boundaries Douglas County has on record, and that they are identical to the boundaries on record as determined by the Jurisdiction.
 - c. Provide CEO certification of any annexations, inclusions, and or exclusions, to the Jurisdiction, including all supporting documents, on or before eighty (80) days prior to Election Day.
- I. In order for the CEO to provide correct ballots to eligible electors, the Address Library Report or the District Boundary Map must be certified by the Jurisdiction and provided by the date and to define Jurisdictional boundaries, in writing 80 days prior to Election Day. This may be accomplished through the DEO certifying the accuracy of the Address Library Report including any changes, additions, or deletions to be made to the street ranges or by certification of the District Boundary map with any discrepancies indicated, and return with signed IGA on or before the deadline as set forth within Attachment C.

In order for the CEO to provide correct ballots to eligible electors, the Address Library Report or the District Boundary Map must be certified in writing by the Jurisdiction no later than 80 days prior to Election Day. Upon receipt of the certified Address Library Report or the District Boundary Map, the DEO will make note of any identified discrepancies and/or make any necessary changes to the address database including additions, deletions, or annexations.

- a. specified herein.
- J. A Proposed Jurisdiction, not already identified by a tax authority code in the County Assessor's records, will provide the CEO's office with a certified legal description, map, and a street list, identifying the street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. In the event residential

addresses are not available, the Proposed Jurisdiction agrees to provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.

- K. Review all petition information and verify the information against the registration records, and, where applicable, the county assessor's records as per § 1-4-908, C.R.S. After review, the DEO shall notify the candidate of the number of valid signatures and whether the petition appears to be sufficient or insufficient. Upon determining that the petition is sufficient and after the time for protest has passed, the DEO shall certify the candidate to the ballot, and, if the election is a Coordinated Election, so notify the CEO.
- L. Jurisdiction is strongly encouraged to write initiatives in plain, non-technical language, worded with simplicity and clarity in compliance with all statutory requirements as per § 1-40-105(1), C.R.S.
- M. Jurisdiction shall attempt to limit initiative content to four linear ballot column inches. Content exceeding this limit will be subject to additional fees not to exceed the specified amount outlined in the Costs and Fees (Attachment A) for each additional linear ballot column inch, charged in full linear ballot column inch increments. Content limits shall not apply to candidate races.
- N. Charges are \$0.80 per registered voter, with a minimum charge of \$500, not including publication cost, excess linear ballot column inches cost, and TABOR Notice costs (if applicable).
- O. Respond to inquiries as follows: The CEO shall respond to all correspondence and calls within its expertise relating to election procedures. The CEO and Contact Officer shall refer correspondence and calls concerning the substance of the ballot issues or the operations of the Jurisdiction to a person designated by the Jurisdiction to the CEO at least forty-five (45) days prior to this election. The DEO shall have staffing by Jurisdiction and be available to the CEO; and also shall reply to the originator of such substance and operations questions within a reasonable time after being notified of the same by the CEO. The DEO shall refer correspondence and calls relating to election procedures, and which are outside of the DEO's expertise, to the Contact Officer for response.
- P. Determine the ballot title and text. Certify, if applicable, the candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the County Election Department) in a plain text format on or before the deadline as set forth within Attachment C. The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates (order determined by lot drawing, or if applicable, city/town charter), ballot issues, and/or ballot questions shall be final and the CEO will not be responsible for making any changes after the certification, except those prescribed by statute. The CEO will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. All caps are reserved for TABOR issues only per the Code.

- Q. Jurisdiction is to provide the phonetic pronunciation of each candidate's name to assist with the preparation of the audio ballot at the time ballot content is certified to the County. This information shall be left in a voice message recording at (303) 663-6279 and shall include the candidate name; jurisdiction and title of office.
- R. Jurisdiction must indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any ballot content submitted to the CEO after the above noted date may result in its candidates, issues, or questions not being on the ballot for the Coordinated Election.
- S. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours of receiving the layout and text from the county.** This may require availability outside of normal business hours. Such acceptance is final and no changes will be made after written notice (electronic format) is given to the CEO. Failure to meet the deadline shall be observed by the CEO as acceptance. A penalty for delay or rework of the ballot or TABOR notice, will result in an additional fee to the jurisdiction for ALL associated costs with fixing or correcting jurisdictional errors. (See Attachment A)
- T. Prepare, hand-count, and deliver to the CEO, the required test deck of ballots for testing the electronic vote counting equipment at the Logic and Accuracy Test, see Attachment D for due date.
- U. For elections where owning property in the Jurisdiction is a qualifier for voting in the election, request access to and utilize the online Special District Designated Election Official (DEO) Voter Lookup tool provided by the Colorado Secretary of State to confirm voter registration and verify "property ownership" information. Contact the CEO office for assistance gaining access to this tool.
- V. Provide the CEO with an initial and supplemental certified list of "property owners" (if applicable) eligible to vote in the election, as determined by the Jurisdiction, who:
- a. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters, reside at an address as shown, that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - b. Own property within the Jurisdiction, appear on the Douglas County list of registered voters, reside at an address that may not match the property address as shown on the County Assessor's list, but is within the boundaries of Douglas County ("In County" property owners).

- c. The lists shall be submitted as an electronic copy. The electronic copy shall be submitted to the CEO using Microsoft Excel format. The spreadsheet shall contain no more than one (1) eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (ie: Douglas County Identifier is 18), last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number.
 - d. The DEO may at their expense, mail to all property owners in the jurisdiction and residing in Colorado, a letter confirming voter eligibility and information, and the desire to receive a ballot in the election. The DEO may use this information to provide the most accurate property owner list to the CEO.
- W. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice required by § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the County for its records.
- X. Provide support on the day of the election via telephone and in person, should the need arise, from 7:00 am until counting of the ballots is completed. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- Y. Notify the CEO within twenty-four hours of the completion of the final ballot tabulation whether a recount is required or desired. The Jurisdiction shall reimburse the County for the full cost of the recount. If other Jurisdictions are included in the recount the cost of the recount will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S.
- Z. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit to the County the total payment. See Attachments A and B.
- AA. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes and/or special preparations or cancellations relating to the Jurisdiction's participation in the Coordinated Election.

SECTION III. CANCELLATION OF ELECTIONS

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

- A. In the event that the Jurisdiction resolves not to hold the election, then notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable

for the full actual costs of the activities of the CEO relating to the election incurred both before and after the CEO's receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment C), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

**SECTION IV.
MISCELLANEOUS**

4.01 NOTICES.

- A. Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; 3) or by email to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County:	Merlin Klotz Douglas County Clerk and Recorder Elections Department 125 Stephanie Place Castle Rock, Colorado 80104 Fax: 720-733-6977 Email: Elections@Douglas.co.us
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To Jurisdiction:	_____ _____ _____ _____ Fax: _____
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4.02 TERM OF AGREEMENT.

- A. The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

4.03 AMENDMENT.

- A. This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

4.04 INTEGRATION.

- A. The Parties acknowledge that this Agreement constitutes the sole Agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation made by another Party or employee, agent or officer of that Party.

4.05 CONFLICT OF AGREEMENT WITH LAW, IMPAIRMENT.

- A. In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law. No resolution of either party to this Agreement shall impair the rights of the CEO or the Jurisdiction hereunder without the consent of the other party to this Agreement.

4.06 TIME OF ESSENCE.

- A. Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment C or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

- A. The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

4.08 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT.

- A. The Parties hereto understand and agree that they, their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

4.09 NO THIRD PARTY BENEFICIARIES.

- A. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

4.10 ATTACHMENTS.

A. The following attachments are incorporated herein by this reference.

Attachment A Douglas County Costs and Fees

Attachment B Billing Charges Estimate

Attachment C Secretary of State Election Calendar (subject to updates)

Attachment D Douglas County Important Election Dates

Attachment E TABOR Notice

END OF PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the latest date noted below.

THE BOARD OF COUNTY
COMMISSIONERS
OF THE COUNTY OF DOUGLAS,
COLORADO
(Board signature required only if
coordination cost will exceed \$25,000)

CHIEF ELECTION OFFICIAL:

By _____
Board of County Commissioners
Chairperson

By _____
Clerk and Recorder

Date _____

Date _____

Attest _____
Deputy Clerk to the Board

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Director of Finance

County Attorney

Jurisdiction Signatures for **Town of Parker**

By _____

By _____

Date _____

Date _____

Attest _____

APPROVED AS TO FISCAL CONTENT:

APPROVED AS TO LEGAL FORM:

Finance Department

Attorney

Intergovernmental Agreement (IGA) & Special District Election Deadline Checklist

- ☐ **100 days prior to election**
 - Notice of Election to Clerk and Recorder (Chief Election Official-CEO) of intent to coordinate C.R.S. § 1-7-116(1), (2) & (5)
 - Copy of resolution or ordinance authorizing the election be conducted with the exclusive use of Title 1 of the Colorado Election Code

- ☐ **90 days prior to election**
 - Receive and Review IGA & Address Library Report and District Boundary Map
 - Have appropriate board member(s) sign and date IGA and Address Library Report Form or District Boundary Map

- ☐ **70th day before the election**
 - Return completed Contact & Participant Information List.
 - Submit to CEO the Address Library Report or District Boundary Map notating any changes, deletions, omissions, or errors OR certify accuracy of Report or Map by signing and dating and returning to the CEO.
 - Submit to CEO the signed acknowledgement and certification of Annexations, Inclusions, and/or Exclusions Form to the Jurisdiction with all supporting documents, OR acknowledge and certify that they are no such annexations, inclusions, and/or exclusions.
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges) prior to the **70th day before the election**.
 - Return ALL pages of IGA initialed by DEO, completed and signed:
 - ORIGINAL via USPS mail, copies via FAX (303-733-6977) or EMAIL (Elections@douglas.co.us)
 - Submit to CEO a copy of the Ordinance and/or Resolution to participate in Coordinated Election
 - Return pages of Attachment E TABOR NOTICE AGREEMENT (if applicable) initialed by DEO, completed and signed
 - ORIGINAL via USPS mail, copies via FAX (303-733-6977) or EMAIL (Elections@douglas.co.us)

- ☐ Review all statutory and regulatory requirements impacting the jurisdiction.

- ☐ Notify CEO if jurisdiction is shared by other counties (Refer to Secretary of State (SOS) Rule 6.2).

- ☐ **60th day before election**
 - Certify candidates, ballot issues or ballot questions to CEO by C.R.S 1-5-203(3), in electronic formats
 - Acceptable electronic formats include:
 - Plain text (or word) files: (.txt, .doc, .docx) with no formatting
 - NO bold, italic, underline, bullets, numbering, tables, strikethrough or indentations, etc.
 - Instructional text accepted include: Vote for no more than two, Vote for one, Vote Yes or No. Please Note: You may include term length (ex: Four-year term).
 - Provide phonetic pronunciation of candidate's names:

Intergovernmental Agreement (IGA) & Special District Election Deadline Checklist

- Call 303-663-6279 and leave a message with the candidate name, jurisdiction and title of office.

For special district elections where landowners are eligible electors:

- Request land owner list from Assessor's office (if applicable- see page 3 for more information) and verify valid and qualified voters.
- Request a supplemental list no later than 60 days prior to Election Day and provide the CEO with any additional valid and qualified voters not present in the initial list.
- The initial property owner list from the County Assessor. Lists of more than 10,000 entries must be manually compiled and charges may be associated
- Contact the Douglas County Assessor's Office at (303)-660-7450 for more information.

- ☐ Proofread ballot layout and text for jurisdiction's portion of the official ballot
 - Forward to the CEO a written and signed letter of acknowledgement (sample attached) via email within two (2) hours After hours availability may be needed to ensure timely response.

- ☐ Logic and Accuracy Test (LAT)-
 - Refer to Attachment D -Important Election Dates for date/time/location.
 - Pick up test deck of ballots (day before LAT).
 - Mark ballots according to instructions provided.
 - Bring marked test deck and hand count of ballots to LAT.

- ☐ **50th Day Before Election – For special district elections where landowners are eligible electors:**
 - DEO shall request a supplemental list and provide the CEO with any additional valid and qualified voters not present in the initial list.
 - . Contact the Douglas County Assessor's Office at (303)-660-7450 for more information.

- ☐ **45th Day Before Election**
 - Last day for DEO to receive Pro/Con Statements for TABOR issues; **Note: Refer to Attachment E of proper formatting for TABOR Notice Certification**

- ☐ **42nd Day Before Election**
 - Last day for DEO to deliver full text of any required ballot issues or ballot questions and all summarized pro/con statements to the county clerk.
 - Receive and proof TABOR layout and text for jurisdiction's portion of the TABOR Notice, and submit TABOR Notice Acceptance Form within two (2) hours of receipt. After hours availability may be needed to ensure timely response.

- ☐ **40th Day Before Election - For special district elections where landowners are eligible electors:**
 - Submit the valid and qualified property land owner list to the CEO (see page 3 for information on eligible electors) if applicable.
 - Excel format only
 - One eligible elector's name per line. Each line shall consist of the following separated fields: eligible elector's county identification number (ie: Douglas County Identifier is 18), last name, first name, middle name,

Intergovernmental Agreement (IGA) & Special District Election Deadline Checklist

mailing address, city, state, zip, parcel number, phone number, if available.

- Only REGISTERED voters in State of Colorado, residing outside of jurisdiction
- Refer to Section 2.02(X) of IGA

○

☐ **30th Day Before Election**

- Deadline for Assessor to provide supplemental land owner list, if requested by the jurisdiction.
- Forward to CEO any eligible electors not previously submitted

☐ **Election Day**

- Provide telephone support for jurisdiction 7:00 a.m. - 7:00 p.m.
- Must be available throughout the day if needed by CEO

☐ **Post-Election Day Activities**

- Notify CEO within 24 hours of completion of final ballot tabulation if a recount is required
- Attend Board of Canvass
- Refer to Attachment D - **Important Dates** for date/time/location
- Remit payment within 30 days of receipt of billing invoice

Who is eligible to vote in a special district election?

An eligible elector is a person who, at the designated time or event, is registered to vote in Colorado, and who is:

- A resident of the special district or the area to be included in the special district for not less than thirty days; or
- Who, or whose spouse, owns taxable real or personal property situated within the boundaries of the special district or the area to be included in the special district, whether said person resides within the district or not.
- A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district or the area to be included within the special district shall be considered an owner.
- For all elections and petitions that require ownership of real property or land, a mobile home or a manufactured home shall be deemed sufficient to qualify as ownership of real property or land for the purposes of voting rights and petitions.

Note: a partnership, corporation or trust is not a “person” and therefore a person owning property through such a legal entity is not eligible to vote.

C.R.S. § 32-1-103(5)

Douglas County Costs and Fees for Election Coordination

COST PRO-RATION EXAMPLE

Douglas County cost pro-ration for each participating Jurisdiction in the upcoming election will be based, in part, on the Jurisdiction's percentage of registered voters within the county, calculated in the following manner:

PARTICIPATING JURISDICTIONS	NUMBER OF REGISTERED VOTERS
State Issues	A
County Issues	B
School District	C
Jurisdiction 1	D
Jurisdiction 2	E
Jurisdiction 3	F
TOTAL	Z

Therefore, the percentage of total registration would be calculated as follows:

State Issues	=	CRS 1-5-505.5 (3) (b) (\$0.80 per voter)
County Issues	=	B/Z (% of Total Registration)
School District	=	C/Z (% of Total Registration)
Jurisdiction 1	=	D/Z (% of Total Registration)
Jurisdiction 2	=	E/Z (% of Total Registration)
Jurisdiction 3	=	F/Z (% of Total Registration)

Per active and inactive voter in Jurisdiction	\$0.80 (minimum charge of \$500)	
Additional Ballot Question/TABOR Language Text Per inch greater than 4 column inches in length of all issues combined	Coordinated odd year	\$1,000
	Gubernatorial even year	\$2,000
	Presidential even year	\$3,000
TABOR Notice (Jurisdiction's Voter registration %/ # of TABOR participants)	Minimum charge of \$250	
Public Notice (Cost/# of coordinating entities)	Varies	
Cancellation of Jurisdiction Election (All cost incurred before and after cancellation - IGA 3.01)	Full Actual Costs	
Failure to Comply with Terms of IGA	Full Actual Costs	
Delays/rework of ballot (Due to jurisdiction error - IGA 2.02U)	All associated Costs	
Staff appointment on behalf of jurisdiction/hr.	\$100	

The actual cost of the election will not be determined until after the election. The billing percentages will be determined approximately 20 days prior to the election. Payment by participating Jurisdictions will be directed to the County Clerk and Recorder, in whole within 30 days of receipt of billing. The County Clerk will coordinate payments to vendors.

Attachment B

<i>Note: State charge is capped at \$0.80/voter</i>												
State of Colorado - Active only	244,718	n/a			\$195,774.40		N/A	\$0.00	N/A			\$195,774.40
* Per CRS \$0.80 per active registered Voter \$195,774												
Total Reimbursement from Coordination and State of Colorado												\$517,811.65
County Subsidized portion of Election Cost												\$432,188.35

Total Estimated Cost of Election	\$950,000.00	100%	\$0.00
Total Active and Inactive Voters	244,718		
Public Notice Billing	\$75.00		
TABOR Billing	\$39,000.00		
TABOR Postage	<u>\$12,000.00</u>		
Total TABOR Charges	\$51,000.00		

2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

January, 2018		
2-January (Tuesday)	Last day to affiliate with a major or minor party in order to run as a party candidate in the primary (either through nomination or petition) (No later than first business day in January)	1-4-601(4)(a) 1-4-801(3) 1-4-1304(2)(b) 1-4-802(1)(g)(II)
	Last day to register as unaffiliated, in order to be placed in nomination (by petition) as an unaffiliated candidate. (No later than first business day in January)	1-4-802(1)(g)(II)
8-January (Monday)	Last day to affiliate with the Republican Party or Democratic Party in order to vote in the March 6th Party precinct caucuses . (2 months before the precinct caucuses)	1-3-101(1)
12-January (Friday)	Last day to submit a petition to qualify as a minor political party. (Must be signed by at least 10,000 registered electors and submitted to the Secretary of State) (No later than second Friday in January)	1-4-1302(1)
16-January (Tuesday)	First day to circulate major party candidate petitions. (Not before third Tuesday in January)	1-4-801(5)
February, 2018		
2-February (Friday)	Last day for the Secretary of State to issue a notice of sufficiency/insufficiency of a petition to qualify as a minor political party. (21 days after receipt of the petition)	1-4-1302(4)(b)
5-February (Monday)	Last day to update your voter registration address to participate in the March 6th party precinct caucuses . (Must be a resident of the precinct for 30 days <u>and</u> registered to vote no later than 29 days before the precinct caucus)	1-3-101(1)
	Last day to change precinct boundaries or create new precincts before the March 6th party precinct caucuses . (No later than 29 days before caucus)	1-5-103(1)
	First day to circulate minor party candidate petitions. (First Monday in February)	1-4-802(1)(d)(II)
	Last day for state central committees to file or amend party bylaws or rules with the Secretary of State. (No bylaw or rule may be filed or amended after the first Monday in February)	1-3-103(9)(a)
6-February (Tuesday)	Last day for county clerks to furnish the Republican and Democratic Parties with a list of registered electors in the county who are affiliated with the Party. (No later than 28 days before the March 6th party precinct caucuses)	1-3-101(3)(a)
22-February (Thursday)	Last day to post signs for the March 6th party precinct caucuses. (No later than 12 days before the precinct caucuses)	1-4-602(4)
March, 2018		
6-March (Tuesday)	Republican Party and Democratic Party Precinct Caucus Day (In each even-numbered year, political parties hold their precinct caucus on the first Tuesday in March)	1-3-102(1)(a)(I)
16-March (Friday)	Last day for the Secretary of State to prepare an election notice to be used in conjunction with a federal write-in absentee ballot. (At least 100 days before a regularly scheduled election)	1-8.3-116 1-1-106(5)
20-March (Tuesday)	Last day to file major party candidate petitions. (No later than third Tuesday in March)	1-4-801(5)
28-March (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers for the June 26th Primary Election . Before designation, clerks must also complete an accessibility survey for all locations. (No later than 90 days before the Primary Election)	Rule 7
	Last day for county clerk to submit a mail ballot plan to the Secretary of State for the June 26th Primary Election. (No later than 90 days before the Primary Election)	1-7.5-105(1) Rule 7.1.1

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2018 Election Calendar

Primary Election: June 26, 2018
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28-March (Wednesday)	Last day for the county clerk to submit a watcher accommodation plan to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
31-March (Saturday)	Last day to hold Republican Party and Democratic Party county assemblies . (No later than 25 days after precinct caucuses)	1-4-602(1)(a)(I)
	County candidates' designations and acceptances must be filed no later than 4 days after the adjournment of the county assembly. If faxed, the original must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(3)
April, 2018		
2-April (Monday)	Last day to file minor party candidate petitions. (No later than 85 days before primary election)	1-4-802(1)(f)(II)
6-April (Friday)	Last day to submit draft ballot issues to the Title Board, if the issue is to appear on the 2018 General Election ballot. (No later than 3 p.m., 12 days before the last Title Board Hearing held on April 18th)	1-40-106(1)
12-April (Thursday)	Last day for any minor party to notify Secretary of State that it is prohibiting unaffiliated electors from voting in its primary. (Not less than 75 days prior to the primary)	1-4-1304(1.5)(c) Prop 108
14-April (Saturday)	Last day to hold major/minor party assemblies. (No later than 73 days before the Primary Election)	1-4-601(1) 1-4-1304(b)(I)
*	For major parties, designation and acceptance forms must be filed no later than 4 days after adjournment of the party assembly. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-601(3)(a) 1-4-604(6)(a)
*	For minor parties, designation forms must be filed no later than 4 days after the assembly. Acceptance forms must be postmarked or received by the DEO no later than 4 business days after the filing of the certificate of designation. If faxed, the originals must also be filed and postmarked no later than 10 days after the adjournment of the assembly.	1-4-1304(3), (4)
*	Objections to nominations, designations, or petitions must be filed with the district court within 5 days after the election official's sufficiency statement was issued or after the certificate of designation was filed with the designated election official.	1-4-909(1)
18-April (Wednesday)	Last day to hold a Title Board hearing for ballot issues that will appear on the 2018 General Election ballot. (No later than 3rd Wednesday in April)	1-40-106(1)
20-April (Friday)	Last day a write-in candidate may file an Affidavit of Intent for the Primary Election. (By the close of business on the 67th day before the Primary Election)	1-4-1102(1)
23-April (Monday)	Last day for party assembly vacancy committee to fill a vacancy in party designation which occurs after 68 days (April 19) or more before the primary election. (No later than 68 days before the Primary Election)	1-4-1002
24-April (Tuesday)	Last day for a major party county chairperson to certify names and addresses of recommended election judges to the county clerk. (No later than the last Tuesday of April)	1-6-103(1)(a)
*	Designated election official must confirm appointments by mailing a certification of appointment and acceptance form to election judges. Each person appointed as an election judge must file an acceptance form with the designated election official within 7 days after the certification and acceptance form are mailed.	1-6-104(1) 1-6-106(1) 1-6-106(3)
27-April (Friday)	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used. Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission)	1-5-616(5)(b) Rule 20.1
	Last day for the Secretary of State to deliver the Primary Election ballot order and content to county clerks. (No later than 60 days before the Primary Election)	1-5-203(1)(a)

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2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

27-April (Friday)	The designated election official may cancel the Primary Election if there are no contested races. (By the close of business on the 60th day before the Primary Election)	1-4-104.5(1)
	Last day for the county clerk to send correspondence to each UOCAVA elector whose record is marked "Inactive." This correspondence must include information regarding the upcoming election. (No later than 60 days before the Primary Election)	Rule 16.1.6
	Last day for county who previously failed to meet 45-day ballot transmission deadline to submit plan to Secretary of State for complying with deadline in next election. (No later than 60 days before Election)	Rule 16.1.8
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election)	Rule 20.7.2
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge. (No later than 60 days before primary election)	1-6-103.7
	Last day a county chairperson of a minor political party may certify to the county clerk and recorder an initial list of registered electors recommended to serve as election judges. (No later than 60 days before primary election)	1-6-103.5
	First day that a county clerk or designated election official may hold election judge training for the Primary Election. (Not more than 60 days before the Primary Election)	1-6-101(5)
May, 2018		
7-May (Monday)	First day for judicial candidates to file a declaration of intent to run for another term. (Not more than 6 months, but not less than 3 months before the General Election)	Art. VI, Sect. 25 1-1-106(4)
12-May (Saturday)	Deadline for county clerk to transmit a primary election ballot to military and overseas voters. (No later than 45 days before the Primary Election)	1-8.3-110
	The county clerk must report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline. (No later than 45 days before the election)	Rule 16.1.7
	First day a county clerk may begin issuing a mail ballot to any eligible elector who requests one in person at the county clerk's office. (No sooner than 45 days before election)	1-7.5-107(2.7)
17-May (Thursday)	First day an unaffiliated candidate may circulate or obtain signatures on a petition for nomination for the General Election. (No earlier than 173 days before the General Election)	1-4-802(1)(d)(I)
22-May (Tuesday)	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party. (No later than 35 days before an election)	Rule 6.1.4
25-May (Friday)	Ballots for Primary Election must be printed and in possession of the county clerk. (No later than 32 days before the Primary Election)	1-5-402(1)
	County clerk must begin issuing mail ballots to any eligible elector who requests one in person at the county clerk's office. (No later than 32 days before election)	1-7.5-107(2.7)
	Last day for Secretary of State to publish on the Audit Center the risk limits that apply in RLAs for the Primary Election. (No later than 32 days before election)	Rule 25.2.2(a)
29-May (Tuesday)	Last day for voters who are affiliated with a political party to change or withdraw their affiliation if they wish to vote in a different party's primary election. (Up to and including the 29th day before the Primary Election)	1-2-219(1) 1-1-106(5)
	Last day before Primary that County clerk must record in SCORE the ballot preference of an unaffiliated elector. Unaffiliated electors who select a preference by this date must be sent their preferred ballot when ballots are mailed. (Up to and including the 29th day before Primary Election)	Rule 2.17
June, 2018		

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2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

4-June (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the Primary Election, now applies to unaffiliated voters)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day to submit an application to register to vote through a voter registration drive. (No later than 22 days before the election)	1-2-201(b)(I)
5-June (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting (ENR) (No later than 21 days before the election)	Rule 11.10.2
6-June (Wednesday)	Last day to post polling location signs for the Primary Election. (At least 20 days before the election)	1-5-106(1)
	Last day for the county clerk to publish notice of Primary Election. (No later than 20 days before the Primary Election)	1-5-205(1)(a)-(d)
8-June (Friday)	Last day to send out initial mail ballots for the Primary Election. (No later than 18 days before the Primary Election)	1-7.5-107(3)(a)(I) Rule 7.2.4
	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
11-June (Monday)	Last day for major political parties to appoint members to the county canvass board for the Primary Election. (At least 15 days before the Primary Election)	1-10-101(1)(a)
	First day to begin counting mail ballots received for the Primary Election. No results may be disclosed until after 7:00 p.m. on election day. (No earlier than 15 days before the election)	1-7.5-107.5
	Last day for designated election official to appoint audit board to conduct RLA. (No later than 15 days before election day)	Rule 25.2.2(b)
12-June (Tuesday)	Last day for a data entry county to upload the LAT results file to ENR. (No later than 14 days before an election)	Rule 11.10.3
15-June (Friday)	Deadline for county clerk to post a copy of the published notice of Primary Election in a conspicuous place in the offices of the designated election official or the county clerk. (At least 10 days before the election and until 2 days after the election)	1-5-205(1.3) 1-1-106(5)
	Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before an election)	1-1-106(5) Rule 11.2.3
18-June (Monday)	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election)	1-2-201(3)(b)(III)
	If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
18-June to 26-June	The minimum number of required voter service and polling centers must be open for the Primary Election. (Beginning at least 8 days before and on election day, except Sundays)	1-7.5-107(4.5)(c) Rule 7.9
19-June (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail to Colorado Secretary of State, Attn: Voting Systems, 1700 Broadway, Ste. 200, Denver, CO 80290. (No later than 5:00 PM on the 7th day before election day)	1-7-510(2) Rule 11.4
22-June to 26-June	The minimum number of required drop-off locations must be open. (Beginning at least 4 days before and on election day, except Sundays)	1-7.5-107(4.3)(b) Rule 7.5
26-June (Tuesday)	Primary Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-4-101(1) 1-7-101(1) Rule 7.9.1(b)

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2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

26-June (Tuesday)	All ballots must be received by the county clerk by 7:00 p.m. Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 Rule 16
28-June (Thursday)	Deadline for the county clerk to send missing signature, signature verification, and missing ID letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rules 7.6.1 , 7.7.1
29-June (Friday)	Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least seven calendar days before the meeting to be held on the tenth day after the election)	Rule 25.2.2(h)
	Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit. (No later than 5:00 p.m. MT on the Friday after election day)	Rule 25.2.2(i)
	The Secretary of State must notify county clerks and the minor political party if any minor political party ceases to qualify as such a party. (No later than July 1)	1-4-1305(2) 1-1-106(5)
July, 2018		
1-July to 15-July	Date range to send notification of the time and place of party lot drawing. The drawing determines ballot positions of candidates to appear on the 2018 General Election ballot. (Between July 1 and July 15 of each election year)	1-5-404(2)
5-July (Thursday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (By the 8th day after election day)	1-8.3-111 1-8.3-113 1-1-106(4)
	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted. (By 11:59 p.m. MT 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.1 Rule 7.7.5 1-1-106(4)
	Last day for the county clerk to complete verification and counting of provisional ballots. (Within 9 days after the Primary Election)	1-8.5-105(5)
	County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county. Immediately after completing this tabulation, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by 9th day after election day)	Rule 25.2.2 (d)
	Deadline for county conducting a comparison audit to upload: -verified and hashed ballot manifest, and the manifest's hash value to the Secretary of State's office -verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2(f)
	Deadline for county conducting a ballot polling audit to upload: -verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office -cumulative tabulation report, by email to the Secretary of State's Office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2 (g)
	Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 10th day after election day)	Rule 25.2.2(h)

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2018 Election Calendar

Primary Election: June 26, 2018
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6-July (Friday)	Deadline to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 10th day after election day)	Rule 25.2.2(k)
12-July (Thursday)	Last day to file an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 117th day before the General Election)	1-4-802(1)(f)(l)
17-July (Tuesday)	Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit. (No later than 5:00 p.m. MT on business day before the canvass deadline)	Rule 25.2.3(d)
18-July (Wednesday)	Last day to complete the canvass and submit official abstract of votes cast for the Primary Election to the Secretary of State. (No later than the 22nd day after the election)	1-10-102(1) 1-10-103(1)
19-July (Thursday)	Deadline to upload the final canvass results to the ENR system. (By COB on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.5
	Last day for a write-in candidate to file an Affidavit of Intent for the General Election. (By the close of business on the 110th day before the General Election)	1-4-1102(1)
	Last day for political subdivision that referred a ballot issue or question that failed, to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)	1-10.5-103
23-July (Monday)	Last day for the Secretary of State to compile the returns and order appropriate recounts of the Primary Election. (No later than the 27th day after the Primary Election)	1-10-103(2)
24-July (Tuesday)	Last day for interested parties to request a recount of the Primary Election at their own expense. (Within 28 days after the Primary Election)	1-10.5-106(2)
26-July (Thursday)	Last day for candidate-nominee for lieutenant governor of major political party to file written acceptance with the Secretary of State. (Acceptance must be postmarked or received within 30 days after the Primary Election)	1-4-502
27-July (Friday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> no recount was required or requested. (no later than the third business day following the deadline to request a recount)	Rule 25.2.4
30-July (Monday)	Last day for a political subdivision to notify the county clerk in writing that it has taken formal action to participate in the General Election. (100 days before the General Election)	1-7-116(5) 1-1-106(4)
31-July (Tuesday)	Last day to complete a statutory recount of any race in the Primary Election. (No later than the 35th day after the Primary Election)	1-10.5-102(2) 1-10.5-103
August, 2018		
2-August (Thursday)	Last day to complete a recount requested by an interested party. (No later than the 37th day after the Primary Election)	1-10.5-106(2)
	Last day for the designated election official to provide a notice of sufficiency/insufficiency regarding unaffiliated candidate nomination petitions. (No later than 96 days before the General Election)	1-4-908(3)
6-August (Monday)	Last day to file an initiative petition with the Secretary of State for the 2018 General Election, no later than 3:00 p.m. (At least 3 months before the election)	Art V, Sect. 1(2)
	Last day for judicial candidates to file a Declaration of Intent to run for another term. (Not less than 3 months before the General Election)	Art. VI, Sect. 25
7-August (Tuesday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> recount was required or requested. (no later than the third business day following the deadline to complete recount)	Rule 25.2.4
8-August (Wednesday)	Last day for the county clerk to submit a mail ballot plan to the Secretary of State. (No later than 90 days before every election)	1-7.5-105(1) Rule 7.1.1

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Primary Election: June 26, 2018
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8-August (Wednesday)	Last day for county clerk to designate drop-off locations and Voter Service and Polling Centers. Clerks must also complete an accessibility survey for all locations annually before designation. (No later than 90 days before the election)	Rule 7.10
	Last day for the county clerk to submit a watcher accommodation plan to the Secretary of State. (No later than 90 days before an election)	Rule 8.7
	Last day for county clerk who failed to follow the procedures for a risk limiting audit during the Primary Election to submit a written remediation plan to the Secretary of State. (No later than 90 days before an election)	Rule 25.2.5
13-August (Monday)	Last day to amend an unaffiliated candidate nomination petition. (No later than 3:00 p.m. on the 85th day before the General Election)	1-4-912
23-August (Thursday)	Last day for a political party nominating candidates by party assembly/convention to make nominations public. (No later than 75th day before the General Election)	1-4-702 Prop 108
	Last day for the designated election official to notify an unaffiliated candidate of whether the amended nominating petition is sufficient/insufficient. (No later than the 75th day before the General Election)	1-4-912
28-August (Tuesday)	Last day for intergovernmental agreements to be signed by county clerks and political subdivisions. (No later than 70 days before the General Election)	1-7-116(2)
September, 2018		
5-September (Wednesday)	Last day for the Secretary of State to examine submitted initiative petitions and issue a statement of sufficiency or insufficiency. (No more than 30 calendar days after the petition is filed)	1-40-116(2)
7-September (Friday)	Last day for the designated election official of each political subdivision to certify the ballot order and content. Each DEO must also deliver the certification to the county clerk for the coordinated election. (No later than 60 days before the General Election)	1-5-203(3)(a)
	Last day for designated election officials to submit security and contingency plans to the Secretary of State. (No later than 60 days before the first election in which the procedures will be used. The Secretary of State will notify DEO of approval/disapproval of plan no later than 15 days after receiving the submission)	1-5-616(5)(b) Rule 20.1
	Last day for counties to begin video surveillance recordings of areas specified in Rule 20.7.3. (Beginning at least 60 days before the election and continuing through at least 30 days after the election)	Rule 20.7.2
	First day the county clerk or designated election official may hold election judge training. (Not more than 60 days before the election)	1-6-101(5)
	Last day an unaffiliated voter may give notice in writing to the county clerk that he or she wishes to serve as an election judge. (No later than 60 days before general election)	1-6-103.7
	Last day a county chairperson of a minor political party may certify to the county clerk and recorder an initial list of registered electors recommended to serve as election judges. (No later than 60 days before general election)	1-6-103.5
	Last day for designated representatives of initiative petition to withdraw the petition from consideration by filing withdrawal letter with Secretary of State. (No later than 60 days before petition is to be voted upon)	1-40-134
10-September (Monday)	Last day for the Secretary of State to deliver the certification of ballot order and content to each county. (No later than 57 days before the General Election)	1-5-203(1)
21-September (Friday)	Last day to file written comments concerning local ballot issues with the designated election official in order to be included in the ballot issue notice. (By noon the Friday before the 45th day before the election)	Art. X, Sect. 20(3)(b)(v) 1-7-901(4)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

21-September (Friday)	Last day for a petition's representatives to submit a summary of favorable comments for the ballot issue notice. Comments must be submitted to the designated election official. (No later than 44 days before the election)	1-7-903(3) 1-1-106(5)
22-September (Saturday)	Last day to transmit ballots and ballot materials to overseas military voters. (No later than 45 days before the election)	1-8.3-110(1) Rule 16
	Deadline for clerk to report to the Secretary of State the number of ballots transmitted to military and overseas electors by the 45-day deadline.	Rule 16.1.7
	First day a county clerk may begin issuing a mail ballot to any eligible elector who requests one in person at the the county clerk's office. (No sooner than 45 days before election)	1-7.5-107(2.7)
24-September (Monday)	Last day for the designated election official to deliver the full text of any required ballot issue notices to the county clerk. (No later than 43 days before the election)	1-7-904
October, 2018		
2-October (Tuesday)	Last day for the county clerk to provide a list of election judges, including political party affiliations and assignments, if known, to each appointing party. (No later than 35 days before an election)	Rule 6.1.4
5-October (Friday)	Last day for official ballots to be printed and in the possession of the county clerk. (No later than 32 days before the General Election)	1-5-402(1)
	County clerk must begin issuing mail ballots to any eligible elector who requests one in person at the county clerk's office. (No later than 32 days before election)	1-7.5-107(2.7)
	Last day to mail notice of a ballot issue election. (At least 30 days before a ballot issue election)	Art. X, Sect. 20 1-1-106(5)
	Last day for Secretary of State to publish on the Audit Center the risk limits that apply in RLAs for the General Election. (Not later than 32 days before election)	Rule 25.2.2(a)
15-October (Monday)	First day that mail ballots may be mailed to voters, except for UOCAVA voters. (Not sooner than 22 days before the General Election)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day to submit an application to register to vote through a voter registration drive. (No later than 22 days before the election)	1-2-201(3)(b)(I)
	Last day for county clerks to run SCORE reports that include voter or election details during regular business hours and from 7 a.m. to 7 p.m. on Election Day. (Starting 22 days before election)	Rule 2.14.4
16-October (Tuesday)	Last day for counties to submit zero result files (data entry counties) or a document listing all ballot content (manual entry counties) to the Secretary of State for Election Night Reporting system. (No later than 21 days before the election)	Rule 11.10.2
17-October (Wednesday)	Last day to post polling location signs for the General Election. (At least 20 days before the election)	1-5-106(1)
	Last day for the county clerk to publish notice of General Election. (No later than 20 days before the General Election)	1-5-205(1)(a)-(d)
19-October (Friday)	Last day to send initial mail ballots to voters for the General Election, except for UOCAVA voters. (No later than 18 days before the General Election)	1-7.5-107(3)(a)(I) Rule 7.2.3
	Last day for the county clerk to conduct the public Logic and Accuracy Test. (No later than the 18th day before election day)	Rule 11.3.2(a)
22-October to 6-November	The minimum number of required voter service and polling centers must be open for the General Election. (Beginning at least 15 days before and on election day, except Sundays)	1-5-102.9(2) Rule 7.9
22-October (Monday)	Last day for major political parties to appoint members to the Canvass Board for the General Election. (At least 15 days before the General Election)	1-10-101(1)(a) Rule 10
	First day to begin counting General Election ballots. No results may be disclosed until after 7:00 p.m. on election day. (No sooner than 15 days before the election)	1-7.5-107.5

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2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

22-October (Monday)	Last day for designated election official to appoint audit board to conduct RLA. (No later than 15 days before the election)	Rule 25.2.2(b)
23-October (Tuesday)	Last day for a data entry county to upload the LAT results file to ENR. (No later than 14 days before an election)	Rule 11.10.3
29-October (Monday)	Last day for the county clerk to file the voting system inventory with the Secretary of State. (No later than 10 days before an election)	Rule 11.2.3
	Last day for an individual to submit a voter registration application and still receive a ballot in the mail. (Through the 8th day before an election)	1-2-201(3)(b)(III)
	If the county clerk receives a voter registration application within the 8 days before the election, the clerk must process the application and inform the applicant that he or she will not receive a mail ballot. To receive a ballot, the applicant must visit a Voter Service and Polling Center.	1-2-201(4) 1-2-217.7(3.5) 1-2-508(3)
30-October (Tuesday)	Last day for the county clerk to submit election setup records to the Secretary of State by regular mail to Colorado Secretary of State, Attn: Voting Systems, 1700 Broadway, Ste. 200, Denver, CO 80290. (No later than 5:00 PM on the 7th day before election day)	1-7-510(2) Rule 11.4
November, 2018		
3-November to 6-November	First day counties with more than 25,000 active electors are required to provide stand alone drop-off locations.	1-5-102.9(4)(b)(I)(B)
6-November (Tuesday)	General Election (Polls open 7:00 a.m. to 7:00 p.m.)	1-1-104(17) 1-4-201 Rule 7.9.1(b)
	All ballots must be received by the county clerk by 7:00 p.m. Ballots cast by military and overseas voters must be sent no later than 7:00 p.m. MT and received by the close of business on the 8th day after the election.	1-7.5-107(4)(b)(II) 1-8.3-111 1-8.3-113 Rule 16
8-November (Thursday)	Deadline for the county clerk to send missing signature, signature verification, missing ID, and wrong envelope letters. (Within 3 days after receipt of ballot missing ID/confirmation of signature deficiency, but no later than 2 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7
9-November (Friday)	Deadline for the Secretary of State to give public notice of the meeting to establish the random seed for the RLA Tool. (At least seven calendar days before the meeting to be held on the tenth day after the election)	Rule 25.2.2(h)
	Deadline for the Secretary of State to select target contest(s) to be audited in the risk-limiting audit. (No later than 5:00 p.m. MT on the Friday after election day)	Rule 25.2.2(i)
14-November (Wednesday)	Last day for ballots cast by military and overseas electors to be received by the county clerk in order to be counted. (No later than the 8th day after election day)	1-8.3-111 1-8.3-113 Rule 16.1.5
	Last day for an elector to cure a signature discrepancy or missing signature, or to provide missing ID for mail or provisional ballot to be counted. (By 11:59 p.m. MT 8 days after election day)	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.5-105(3)(a) Rule 7.6.1 Rule 7.7.5
15-November (Thursday)	Last day for verification and counting of provisional ballots. (Within 9 days after the General Election)	1-8.5-105(5)
	County must finish tabulating all in-person and accepted mail ballots cast by voters registered in the county. Immediately after completing this tabulation, the county must also generate a summary results report, a results file export suitable for uploading to the Secretary of State's ENR system, and a CVR export. (Complete by 9th day after election day)	Rule 25.2.2(d)

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

15-November (Thursday)	Deadline for county conducting a comparison audit to upload: -verified and hashed ballot manifest, and the manifest's hash value to the Secretary of State's office -verified and hashed CVR export, and the CVR export's hash value to the Secretary of State's office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2(f)
	Deadline for county conducting a ballot polling audit to upload: -verified and hashed ballot manifest and the ballot manifest hashed value by email to the Secretary of State's Office -cumulative tabulation report, by email to the Secretary of State's Office -RLA tabulation results export to the Secretary of State's election night reporting system. (No later than 5:00 PM MT on the 9th day after election day)	Rule 25.2.2 (g)
16-November (Friday)	Deadline for Secretary of State to establish a random seed for use with the RLA Tool. (On the 10th day after election day)	Rule 25.2.2(h)
	Deadline for Secretary of State to notify the counties of the ballots selected to be audited. (No later than 11:59 p.m. MT on the 10th day after election day)	Rule 25.2.2(k)
27-November (Tuesday)	Deadline for County audit board to sign, date, and submit to the Secretary of State a report of the results of the risk limiting audit. (No later than 5:00 p.m. MT on business day before the canvass deadline)	Rule 25.2.3(d)
28-November (Wednesday)	Last day to complete the canvass and submit official abstract of votes cast for the General Election to the Secretary of State. (No later than the 22nd day after the election)	1-10-102(1) 1-10-103(1)
29-November (Thursday)	Last day for political subdivision that referred a ballot issue or question that failed, to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)	1-10.5-103
	Deadline to upload the final canvass results to the ENR system. (By COB on the first business day after the statutory deadline for completing the canvass)	Rule 11.10.5
December, 2018		
3-December (Monday)	Last day for the Secretary of State to compile and total returns from all counties and order appropriate recounts, if any. (No later than the 27th day after the General Election)	1-10-103(2)
4-December (Tuesday)	Last day for an interested party to request a recount of the results of the General Election at their own expense. (Within 28 days after the General Election)	1-10.5-106(2)
6-December (Thursday)	Last day for a county subject to Rule 7.9.9 (recording and reporting wait time at VSPCs) to report results to Secretary of State. (No later than 30th day after election)	Rule 7.9.10
7-December (Friday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> no recount was required or requested. (no later than the third business day following the deadline to request a recount)	Rule 25.2.4
11-December (Tuesday)	Last day to complete a statutory recount of any race in the General Election. (No later than the 35th day after the General Election)	1-10.5-102(2) 1-10.5-103
13-December (Thursday)	Last day to complete a recount requested by an interested party. (No later than the 37th day after the General Election)	1-10.5-106(2)
18-December (Tuesday)	Last day for county that conducted a comparison risk-limiting audit to review its CVR file and redact CVRs corresponding to any ballot card susceptible of being personally identified with an individual voter <u>if</u> recount was required or requested. (no later than the third business day following the deadline to complete recount)	Rule 25.2.4

Use this as a reference guide only. Always refer to the Colorado Constitution, Revised Statutes, and Secretary of State Rules for applicable provisions.

2018 Election Calendar

Primary Election: June 26, 2018
General Election: November 6, 2018

NOTE	Following the election, the county clerk must report to the Secretary of State in writing the number of ballot return envelopes with discrepant signatures that the clerk forwarded to the district attorney for investigation.	Rule 7.8.13
Note on Computation of Time		
If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday <u>and</u> completion of the act involves a filing <i>or</i> other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday.		1-1-106(4)
If a statute or rule requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months " <u>before</u> " the date of an election, the period is shortened to and ends on the <i>prior business day</i> that is not a Saturday, Sunday, or legal holiday.		1-1-106(5)

Douglas County

Important 2018 General Election Dates

General Election – Tuesday, November 6

Event	Date
Coordinating entities certifies ballot content to Clerk and Recorder	September 7
SOS certifies state ballot content to Clerk and Recorder	September 10
Public Logic & Accuracy Test	September 19, 9 a.m. – 12 p.m.
Public Logic & Accuracy Test – Alternate Date	September 20, 9 a.m. – 12 p.m.
Uniformed and Overseas Citizens ballots mailed	September 21
Ballots mailed to voters	October 15
Last day voter can request our office mail a ballot	October 29
24 Hour Ballot Drop-off Locations open	November 6, all boxes close at 7 p.m.
Voter Service and Polling Centers open	October 22 – November 5, Mon - Fri, 8 a.m. - 5 p.m. Sat, October 27 & November 3, 9 a.m. - 1 p.m. Tues, November 6, 7 a.m. – 7 p.m.
Election Day	November 6, 7 a.m. – 7 p.m.
Risk Limiting Audit	November 19 & 20, Time 9 a.m. - 5 p.m.
Board of Canvass and Final Certification of Election	November 27, 9 a.m. – noon
Alternate Board of Canvass and Final Certification of Election	November 28, 9 a.m. – noon
Final Certification of Election deadline	November 29

DOUGLAS COUNTY TABOR NOTICE AGREEMENT

The Ballot Issue Notice (TABOR Notice), is the publication required by the Colorado State Constitution Article X, Section 20 for ballot issues and/or ballot questions that calls for increases in the tax rate or government debt. It is required we produce a mailed notice (TABOR Notice) concerning certain ballot issues and/or ballot questions that will be submitted to the electors of the County and the Jurisdiction.

THE COUNTY SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Determine the least cost method for mailing the TABOR Notice and determine the portion of such cost to be applied to the Jurisdiction.
- B. Determine Ballot Question number.
- C. Placing the ballot issue notices received from the various Jurisdictions participating in the election in the proper order in the TABOR Notice.
- D. Placing the ballot issue notices received from the various Jurisdictions participating in the election in the proper order in the TABOR Notice.
- E. Mail a TABOR Notice to each household, to "All Registered Voters" addressed within the jurisdiction and within Douglas County boundaries, as required by law, on or before the deadline as set forth within the Election Calendar - Attachment C.
- F. Refer calls concerning the substance of the ballot issues and ballot questions or the operations of the Jurisdiction to such person as is designated by the Jurisdiction.

THE JURISDICTION SHALL PERFORM THE FOLLOWING TASKS IN RELATION TO THE TABOR NOTICE:

- A. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the Jurisdiction. The DEO shall interact with any Jurisdiction petition representatives, including but not limited to, working to ensure that the CEO receives the summary of written comments within the time required by law.
- B. Determine the ballot title and text.
- C. Include, within its TABOR Notice, ballot titles in this format: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE."

Jurisdiction DEO Initials _____

- D. Prepare the text of the TABOR Notice. The TABOR Notice shall include any Jurisdiction voter approved additions, and:
 - a. The election date, hours and local jurisdiction contact name, office address and telephone number.
 - b. - Ballot Title, Ballot text and written comments.
 - c. Fiscal information to be included in the TABOR Notice
- E. Accept written comments concerning ballot issues and/or ballot questions in accordance with § 1-7-901, C.R.S.
- F. Summarize the filed comments in favor of and in opposition to the ballot issue and/or ballot questions, for the TABOR Notice following receipt of such comments received from the eligible electors of the Jurisdiction and the public as necessary for use in the TABOR Notice. § 1-7-903, C.R.S. The process of receiving written comments regarding ballot issues and/or ballot questions and summarizing such comments, as required by Section 20 of Article X of the Colorado Constitution, is the sole responsibility of the Jurisdiction.
- G. Provide the certified content of the Jurisdiction's completed TABOR Notice to the CEO as a plain text file via email.
- H. This submission may not be changed by the Jurisdiction following submission to the CEO without written approval from the CEO (such approval may be withheld for any or no reason) and shall be provided to the CEO no later than the 42nd day preceding the election (see Election Calendar - Attachment C).
- I. Proofread the layout and the text of the Jurisdiction's portion of the official TABOR notice (if applicable) and provide written notice (electronic format) of acceptance before the printing of the ballots. **Approval or requested changes must be received within two (2) hours after the county has emailed the proof.** This may require availability outside of normal business hours. Such acceptance is final, and no changes will be made after written notice (electronic format) is given to the CEO. Failure to meet the deadline shall be observed by the CEO as acceptance. A penalty for delay or rework of the ballot or TABOR notice, will result in an additional fee to the jurisdiction for ALL associated costs with fixing or correcting jurisdictional errors. (See Attachment A)
- J. For elections where, owning property in the Jurisdiction is a requirement for voting in the election, the DEO for each Jurisdiction will be responsible for mailing the TABOR Notice to those electors who own property within the Jurisdiction (or otherwise eligible to vote) but live elsewhere outside the County.

Jurisdiction DEO Initials _____

- K. The Jurisdiction shall defend and resolve at its sole expense all challenges relative to the TABOR Notices certified to the County for inclusion in the TABOR Notice or this election.
- L. Observe all tasks as specified in the State Constitution and the Election Code, in all communication to electors, related to information contained in the TABOR notice.

Town of Parker

By _____	By _____
Date _____	Date _____

Jurisdiction DEO Initials _____

ATTACHMENT - SAMPLE TABOR NOTICE FOR COORDINATING JURISDICTIONS
(May be used as a template by Jurisdiction)

SAMPLE TABOR NOTICE FOR A POLITICAL SUBDIVISION

“ALL REGISTERED VOTERS”

NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN
PETITION/ON A REFERRED MEASURE

Election Date: November 6, 2018

Election Hours: 7:00 A.M. to 7:00 P.M.

Local Election (DEO) Office Address and Telephone Number
(Do NOT include Douglas County Clerk & Recorder Office Information):

(Insert) Local Election (DEO) Office Address:

(Insert) Local Election (DEO) Contact person:

(Insert) Local Election (DEO) Office Telephone
Number

Ballot Title and Text: Ballot Issue and/or Ballot Questions title and text (
See Article 10, Sec.20. - Colorado State Constitution

Preparation of Written Comments:

See C.R.S. 1-7-903

Or

“No comments were filed by the constitutional deadline”

Jurisdiction DEO Initials _____

TABOR CERTIFICATION CONFIRMATION

Douglas County, Colorado

The TABOR Notice included with this form reflects the ballot issues/questions for the Jurisdiction, which you represent. Please review this information and identify any necessary corrections. We cannot begin printing the official TABOR Notice until all approvals and certification have been received. **Approval or requested changes must be received by our office within two (2) hours after the county has emailed the proof.** This may require availability outside of normal business hours. Reply to this email indicating one of the following:

Approved _____

Approved with changes noted _____

Jurisdiction/District Name _____

Signature of DEO _____

Date: _____ Time: _____

Designated Election Official:

_____ (Jurisdiction Name)

_____ (DEO Name)

_____ (Mailing Address)

_____ (City, State, Zip)

_____ (Email Address)

Phone: _____ Fax: _____

Represented by:

_____ (Attorney/Law Firm)

_____ (Mailing Address)

_____ (City, State, Zip)

_____ (Email Address)

Phone: _____ Fax: _____

Per the Intergovernmental Agreement please indicate the Jurisdiction representative(s) that will participate in the following:

1. Election Day Telephone Support for Inquiries (7:00 am - ballot counting completed)

Name: _____ Phone: _____

Email Address: _____

2. Logic and Accuracy (test deck preparation and observation)

Name: _____ Phone: _____

Email Address: _____

Alternate Date Logic and Accuracy (test deck preparation and observation)

Name: _____ Phone: _____

Email Address: _____

3. Board of Canvass

Name: _____ Phone: _____

Email Address: _____

Alternate Date Board of Canvass

Name: _____ Phone: _____

Email Address: _____

4. Ballot Counting Observation (Maximum of two observers per Jurisdiction)

Name: _____ Phone: _____

Email Address: _____

Name: _____ Phone: _____

Email Address: _____

Chief Election Official:

Merlin Klotz, Clerk and Recorder
(Name)

301 Wilcox Street, PO Box 1360
(Mailing Address)

Castle Rock, CO 80104
(City, State, Zip)

mklotz@douglas.co.us
(Email Address)

Phone: 303-663-7364 Fax: 720-733-6977

Contact Officer:

Elaine Meyer, Deputy of Elections
(Attorney/Law Firm)

125 Stephanie Place
(Mailing Address)

Castle Rock, CO 80109
(City, State, Zip)

emeyer@douglas.co.us
(Email Address)

Phone: (303) 663-7663 Fax: (720) 733-6977

Merlin Klotz, C&R
Elaine Meyer, Elections Deputy
Tyler Dean, Lead Elections Specialist
Christopher Pratt, Asst. County Attorney

Office Phone	Cell Phone	Email
(303) 660-7364	(303) 521-5177	mklotz@douglas.co.us
(303) 663-7663	(303) 519-1797	emeyer@douglas.co.us
(303) 814-7618		tdean@douglas.co.us
(303) 660-7338		cpratt@douglas.co.us



Request for Town Council Action

Date: July 6, 2020

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.543 - First Reading**
A Bill for an Ordinance Approving the Well Site Easement Agreement (DD-4) by the Town of Parker and the Cottonwood Water and Sanitation District Concerning a Portion of Tract C, Cottonwood Subdivision Filing No. 8

Department: Engineering and Public Works, Tom Gill

Second Reading: July 20, 2020

EXECUTIVE SUMMARY

This item accompanies an ordinance proposing to dedicate a well site easement to the Cottonwood Water and Sanitation District (CWSD) over Town-owned property. This easement is being requested to allow CWSD legal access to their well site.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

During the initial design preparation for the widening of Cottonwood Drive several years ago, it was discovered that the maintenance responsibility of the Cottonwood Trailhead had never been codified in an agreement. In order to alleviate this issue, the Cottonwood Metropolitan District (CMD) and the Town of Parker entered into an intergovernmental agreement (IGA) in April of 2020 following several years of negotiations. This IGA conveyed the trailhead tract to the Town, thus clearing up maintenance responsibility.

During the negotiations with the CMD and based on title work done for the trailhead tract, it was also discovered Cottonwood Water & Sanitation District (CWSD) did not have an easement for their well site, well building and related infrastructure that was constructed on the trailhead property in the 1980's. Staff felt it would be most efficient to first transfer the property to the Town and then execute a dedication of the easement to CWSD for the well improvements.

This agreement dedicates the necessary easement to CWSD for the proper maintenance and operations of their facilities.

FINANCIAL IMPACT

No cost to the Town. This easement is proposed to be dedicated as part of ongoing cooperation between the Town and Cottonwood Water and Sanitation District without financial considerations.

STRATEGIC GOAL(S)



INNOVATE WITH
COLLABORATIVE
GOVERNANCE



SUPPORT AN
ACTIVE COMMUNITY

ATTACHMENTS

1. Ordinance No. 1.543

RECOMMENDED MOTION

I move to approve Ordinance No. 1.543 on first reading and to schedule second reading for July 20, 2020, as part of the consent agenda.

ORDINANCE NO. 1.543, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE WELL SITE EASEMENT AGREEMENT (DD-4) BY THE TOWN OF PARKER AND THE COTTONWOOD WATER AND SANITATION DISTRICT CONCERNING A PORTION OF TRACT C, COTTONWOOD SUBDIVISION FILING NO. 8

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 Well Site Easement Agreement (DD-4) by the Town of Parker and Cottonwood Water and Sanitation District concerning a portion of Tract C, Cottonwood Subdivision Filing No. 8, 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

WELL SITE EASEMENT AGREEMENT (DD-4)

THIS WELL SITE EASEMENT AGREEMENT (the “Easement Agreement”) is dated this ____ day of _____, 2020, by the TOWN OF PARKER (hereafter referred to as “Grantor”), having an address at 20120 E. Mainstreet, Parker, CO 80138, and COTTONWOOD WATER AND SANITATION DISTRICT (hereafter referred to as “Grantee”), a Colorado special district and political subdivision, having an address at c/o Mulhern MRE, Inc., 188 Inverness Drive West, Suite 150, Englewood, CO 80112.

WHEREAS, Grantee owns and operates a groundwater well, well house, water pipelines, and correlating infrastructure, including, without limitation, electrical cables and cabinets (the “Well Facilities”), located on certain real property owned by Grantor and situated in Douglas County, Colorado, which real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein (the “Easement Property”); and

WHEREAS, Grantor is willing to grant a permanent easement to Grantee in the Easement Property for the Well Facilities, and related infrastructure, and ingress and egress to such infrastructure, subject to the terms and provisions hereof.

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

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, an exclusive perpetual easement upon, over, under, across and through the Easement Property for the purpose of Grantee’s construction, reconstruction, operation, maintenance, repair, replacement, removal, relocation, inspection, and/or vehicular or pedestrian ingress and egress to the Well Facilities, so long as Grantee does not interfere with the public use of the adjacent lands, which includes equestrians, hikers and bikers. The Grantee acknowledges and agrees that a portion of the Easement Property is used by equestrians, hikers and bikers and Grantee agrees that it shall not materially interfere with the use of the Easement Property for these purposes in the construction, reconstruction, operation and maintenance of the Well Facilities described herein. Notwithstanding the foregoing, the recreational trail may be closed for temporary purposes, if necessary, for construction, reconstruction, maintenance, repair, replacement or relocation of the Well Facilities, upon coordination with Grantor. Grantee shall have the right of ingress and egress over and across the adjacent lands of Grantor to and from the Easement Property as may be necessary in connection with Grantee’s construction, reconstruction, operation, maintenance, repair, replacement, removal, enlargement, relocation and/or inspection of the Well Facilities.

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

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

licensees and agents. Grantee shall clean, cure and correct any such damage to any elements of the Easement Property or the above referenced adjacent lands, including, but not limited to, all pavement, curbs, gutters, walks, streets, other utilities, structures and other improvements installed thereon in accordance with this Easement Agreement, and shall keep all of such property reasonably clean and clear of equipment, building materials, dirt, debris and similar materials. If Grantee fails to clean, cure or correct such damage within fourteen (14) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense.

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

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

3. Grantor's Right of Relocation. In the event that the proposed construction of any other utilities, roadways, or other improvements upon, over, under or across the Easement Property necessitates the relocation and/or encasement of any of the Well Facilities, then Grantor shall provide alternative, equivalent Easement Property with similar or greater water yields, acceptable to Grantee in Grantee's discretion, and Grantor shall pay for all costs and expenses of Grantee to relocate the Well Facilities, including, without limitation, design, engineering, construction, inspection, permitting and oversight costs, costs of drilling test wells and replacement wells, and all attorney's fees and costs, including any fees or costs of water court cases, if needed to relocate the Well Facilities.

4. Grantor's Covenants.

(A) Grantor covenants and agrees that during the term of this Easement Agreement it shall not plant any trees, bushes or other planted material into the Easement Property that would interfere with the Grantee's use of the Easement Property, and that it shall not construct or authorize other parties to construct any buildings, utilities, or other improvements within, over, under, or upon the Easement Property without the prior written permission of the Grantee. Grantor hereby acknowledges that the Easement Property is currently occupied by trees, shrubs and other plant materials, and that all such items shall be permitted within the Easement Property in perpetuity; provided that they do not interfere with the Well Facilities, as determined by the Grantor and Grantee following consultation.

(B) Grantee shall have and exercise the right of subjacent and lateral support for the full and complete use of the Easement Property. Grantor shall take no action which would impair the earth cover over or support for any Well Facilities on the Easement Property, without the prior written consent of the Grantee.

5. Miscellaneous.

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

(B) This Easement Agreement constitutes the entire agreement between the parties on the subject matter hereof. Any amendments of this Easement Agreement must be in writing signed by both parties.

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

(D) Any waiver or abandonment of rights hereunder will only be effective if explicitly made in writing approved by such party. If the District abandons use and operation of the District Facilities installed on the Easement Property, such abandonment shall not constitute abandonment of its rights under this Easement Agreement or the Easement.

(E) It is mutually agreed by and between the parties hereto that the District may commence the exercise of its rights to the use of the Easement forthwith, or it may postpone the exercise of all or some part of its rights hereunder to some future time.

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

GRANTOR:

TOWN OF PARKER

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

COTTONWOOD WATER AND SANITATION DISTRICT

[illegible]

Witness my hand and official seal:

Notary Public

My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT C, COTTONWOOD SUBDIVISION FILING NO. 8, RECORDED AT RECEPTION NO. 317378 IN THE OFFICIAL RECORDS OF THE DOUGLAS COUNTY, COLORADO CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SAID COUNTY AND STATE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT C, WHENCE THE SOUTHERLY BOUNDARY OF SAID TRACT C BEARS SOUTH 89°00'04" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG SAID SOUTHERLY BOUNDARY OF SAID TRACT C, SOUTH 89°00'04" WEST, A DISTANCE OF 517.15 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY BOUNDARY, SOUTH 89°00'04" WEST, A DISTANCE OF 341.40 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY, NORTH 01°47'50" WEST, A DISTANCE OF 105.02 FEET;

THENCE NORTH 50°47'58" EAST, A DISTANCE OF 21.02 FEET;

THENCE NORTH 40°28'34" WEST, A DISTANCE OF 102.92 FEET TO THE NORTHWESTERLY BOUNDARY OF SAID TRACT C, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 38°28'58" WEST;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY BOUNDARY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'36", AN ARC LENGTH OF 40.01 FEET;

THENCE DEPARTING SAID NORTHWESTERLY BOUNDARY, SOUTH 40°28'34" EAST, A DISTANCE OF 103.11 FEET;

THENCE NORTH 50°47'58" EAST, A DISTANCE OF 34.67 FEET;

THENCE NORTH 89°00'04" EAST, A DISTANCE OF 125.47 FEET;

THENCE SOUTH 52°47'50" EAST, A DISTANCE OF 72.76 FEET;

THENCE NORTH 89°00'04" EAST, A DISTANCE OF 85.00 FEET;

THENCE SOUTH 00°59'56" EAST, A DISTANCE OF 119.19 FEET TO THE **POINT OF BEGINNING**.

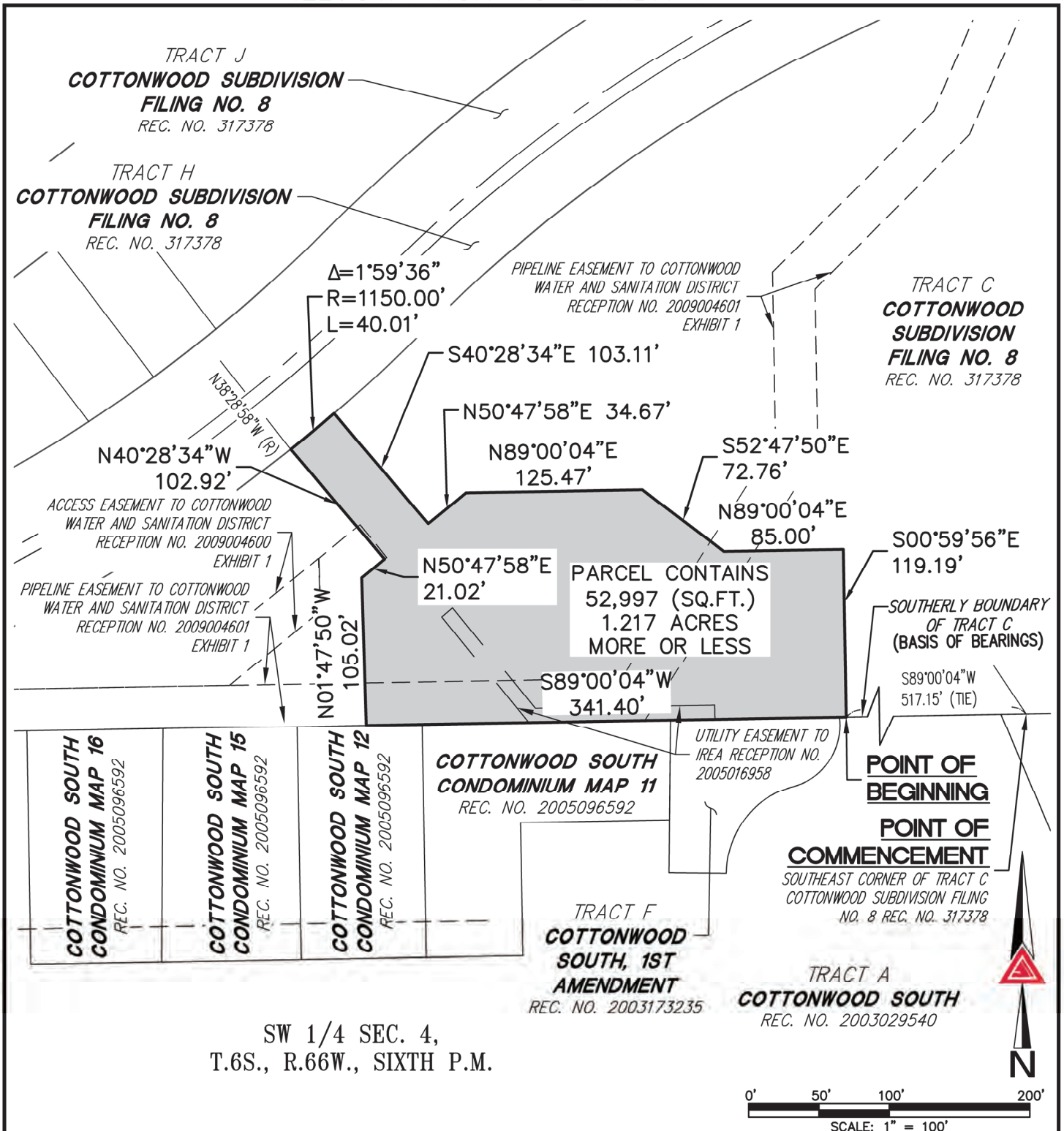
CONTAINING AN AREA OF 1.217 ACRES, (52,997 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

KARL D. SZYSZKOSKI,
COLORADO P.L.S. NO. 38691
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVENUE, SUITE 1
LITTLETON, COLORADO 80122



ILLUSTRATION TO EXHIBIT A



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

PATH:
DWG NAME: 2020-06-08 - TRACT C ROW ESMT.DWG
DWG: CWB CHK: KDS
DATE: 6/8/2020
SCALE: 1" = 100'



AZTEC
CONSULTANTS, INC.

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

Q:\24919-13 - Cottonwood Subdivision Tract C Plat\DWG\EXHIBITS

RIGHT-OF-WAY EASEMENT
SW 1/4 SEC. 4, T6S, R66W, 6TH P.M.
DOUGLAS COUNTY, COLORADO

JOB NUMBER 24919-13

2 OF 2 SHEETS



Request for Town Council Action

Date: July 6, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-019**
A Resolution to Approve the Settlement Agreement (Vista South)

Department: Town Attorney, Kristin Hoffmann

EXECUTIVE SUMMARY

The Town annexed and zoned certain lots within the Grasslands-Prairie Trail Planned Development area. The owner of two of the lots filed a civil action against the Town. The Town and the owner of the two lots desire to enter into a settlement agreement to resolve the civil action.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Vista South, LLC, and Mountain Waste-South Metro, LLC (collectively referred to as “Vista South”) owns two lots within the Grasslands-Prairie Trail Planned Development area (the “Property”). The Town annexed and zoned the Property. As a result, Vista South filed a civil action challenging the annexation and zoning of the Property. The Douglas County District Court issued an order approving the annexation, but invalidating the zoning of the Property (the “Order”). Both the Town and Vista South appealed the Order to the Colorado Court of Appeals (the “Appeal”). The Town and Vista South desire to settle the lawsuit, based on terms that validate the annexation and zoning of the Property, which will allow Vista South to develop the Property in the manner allowed by the zoning. If the attached settlement agreement is approved, the lawsuit will be dismissed, the Order will be vacated, the Appeal will be dismissed, and the Town will be released from all liability related to the lawsuit.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Resolution No. 20-019

RECOMMENDED MOTION

I move to approve Resolution No. 20-019.

RESOLUTION NO. 20-019, Series of 2020

TITLE: A RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT (VISTA SOUTH)

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

Section 1. The Town Council of the Town of Parker hereby approves the Settlement Agreement (Vista South), which is attached hereto as **Exhibit 1** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT 1

SETTLEMENT AGREEMENT (Vista South Property)

THIS SETTLEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2020 (the “**Effective Date**”) by and between VISTA SOUTH LLC, a Colorado limited liability company (“**VS**”); MOUNTAIN WASTE - SOUTH METRO LLC (“**MWSM**,” and collectively with VS and their respective successors and assigns in interest, the “**Landowner**”); and the TOWN OF PARKER, a Colorado municipal corporation (the “**Town**,” and collectively with the Landowner, the “**Parties**” and each individually as a “**Party**”).

Recitals

This Agreement is made with respect to the following facts:

A. VS owns the real property legally described as Lot 6A-1, Compark Filing No. 2, 6th Amendment (“**Lot 6A-1**”) and MWSM owns the real property legally described as Lot 6A-2, Compark Filing No. 2, 6th Amendment (“**Lot 6A-2**,” and collectively with Lot 6A-1, the “**Property**”), located in the Town.

B. On April 16, 2018, pursuant to Emergency Ordinance No. 2.259, the Town Council of the Town approved an annexation of the Property into the Town (the “**Annexation**”), and pursuant to Emergency Ordinance No. 3.333, zoned the Property into the Grasslands-Prairie Trail Planned Development (the “**PD**”).

C. Prior to the Annexation, the Landowner intended to construct on the Property a solid waste and recycling transfer facility, which facility was subsequently prohibited by the PD.

D. On April 12, 2018, prior to the Town’s approval of the Annexation and the PD, the Landowner commenced suit in Douglas County District Court (the “**District Court**”), Case. No. 2018CV30354, captioned *Vista South, LLC et al v. City of Centennial et al* (the “**Litigation**”), asserting claims pursuant to C.R.C.P. 57 and C.R.C.P. 106(a)(2) against the Town and its Town Council. The Landowner subsequently amended its complaint in the Litigation to add claims pursuant to C.R.S. § 31-12-116 and C.R.C.P. 106(a)(4) against the Town. As against the Town, the Landowner’s claims generally challenge the validity of the Annexation and PD.

E. The District Court entered an order on October 10, 2019 (the “**Order**”), affirming the Town’s approval of the Annexation and reversing the Town’s approval of the PD.

F. Following the entry of the Order, the Parties each appealed to the Colorado Court of Appeals (the “**Court of Appeals**”), Case. No 19CA1955, captioned *Vista South, LLC, et al v. City of Centennial et al* (the “**Appeal**”).

G. Following the entry of the Order, the Town filed an unopposed motion requesting a stay of the District Court’s reversal of the PD approval, which the District Court granted on January 14, 2020.

H. The Landowner now desires to construct on the Property a vehicle maintenance facility consisting of approximately 24,000 square feet, with associated offices and accessory uses, including: (1) approximately 130 spaces of parking for solid waste and recycling collection and support vehicles, but not combination trucks as defined by "A Policy on Geometric Design of Highways and Streets," published by AASHTO, although such vehicles may be utilized as required for deliveries; (2) CNG and diesel fueling facilities; (3) enclosed vehicle and container wash facilities; and (4) up to 1.16 acres of outdoor container and toter storage (collectively, the "Project"). A preliminary concept plan depicting the Project is attached hereto as **Exhibit A** (the "Concept Plan").

I. As further set forth in this Agreement, the Town acknowledges and agrees that the Project is permitted pursuant to the PD.

J. As the development of the Project will allow the Landowner the opportunity to use and develop the Property in a manner that is consistent with the PD, the Parties now desire to settle the matter in order to end the Litigation.

Agreement

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

1. Identity of Parties. For purposes of this Agreement and the settlement of the Litigation, any reference herein to the Town is deemed to include the Town and its Town Council.

2. Dismissal of Litigation and Appeal.

(a) On or before the date which is three (3) business days following the Effective Date, the Parties will jointly file a motion pursuant to C.A.R. 42, substantially in the form set forth in **Exhibit B** attached hereto and made a part hereof, to dismiss the Appeal in the Court of Appeals; and

(b) On or before the date which is three (3) business days following the entry of an order by the Court of Appeals dismissing the Appeals, the Parties will jointly file:

(i) A stipulation of dismissal pursuant to C.R.C.P. 41(a), substantially in the form set forth in **Exhibit C** attached hereto and made a part hereof, in the District Court; and

(ii) A motion for withdrawal or *vacatur*, substantially in the form set forth in **Exhibit D** attached hereto and made a part hereof, in the District Court, specifically requesting the withdrawal or *vacatur* of the District Court's Order reversing the Town's approval of the PD, and the reinstatement of the PD as a matter of law.

3. Release of Claims. Except as set forth in this Agreement, the Parties agree to release any and all claims that they may now or in the future have against one another pertaining to the subject matter or factual circumstances, including the Landowner's initial application to Douglas County for development of the Property and the Town's opposition thereto, the Annexation and adoption of the PD with respect to the Property, the Litigation or the Appeal (the "**Release**"). Specifically, the Release shall include the knowing and voluntarily waiver, release and discharge of the Mayor and Town Council, and the Town and its employees, officers, officials, attorneys and agents (the "**Town Parties**"), from any and all federal or state law claims, demands, or liabilities whatsoever, against the Town Parties, as to any claims, demands, or liabilities in connection with Landowner's initial application to Douglas County for development of the Property and the Town's opposition thereto, and the subject matter of the Litigation or the Appeal.

4. Processing of the Project.

(a) The Town acknowledges that the Landowner has prepared the Concept Plan. Town staff has reviewed the Concept Plan, and provided initial comments in a letter dated January 13, 2020, and those "Preliminary Comments Vista South Concept Layout A6", dated February 11, 2020, both attached hereto as **Exhibit E**, addressing whether the Concept Plan uses, densities, and improvements depicted on the Concept Plan generally conform to applicable zoning and other development restrictions of the Town. Such letter confirmed, and the Town reaffirms, that the proposed uses and mix thereof depicted on the Concept Plan are consistent with the PD and the development standards contained therein based on the information submitted and available at this preapplication stage, and as such, are permitted.

(b) The Parties have jointly prepared the Site Specific Supplemental Site Plan Standards for Proposed Waste Collection Vehicle Operations and Maintenance Facility at Vista South Property (the "**Site Plan Standards**"), which are attached hereto as **Exhibit F**. The Parties agree that the Landowner's application for site plan approval for the Project (the "**Application**") will be reviewed by the Town in accordance with Section 4(c) below for compliance with the LDO, the PD, and the requirements of the Site Plan Standards, as more fully set forth therein. The Parties additionally agree that the LDO, the PD, and the Site Plan Standards contain all of the requirements applicable to the Application and the Project, and no additional requirements will be imposed thereupon; provided however, nothing in this subsection (b) shall be interpreted to prevent the Town from imposing conditions as a result of the Town's referral process from third party referrals, and as a result of the Town's evaluation of the noise analysis, and any other plans evaluated by the Town that are required to be submitted as part of Vista South's Site Plan submittal, so long as such conditions are consistent with the requirements of the LDO, the PD, and the Site Plan Standards. By way of example, to the extent any third party utility service providers request the Town's imposition of conditions on the site plan approval based upon such service providers' code or other regulatory requirements, such conditions will be considered consistent with the requirements of the LDO, the PD, and the Site Plan Standards.

(c) The Town will process the Application administratively by the Planning Director pursuant to LDO § 13.06.040(g), and the Application will not be subject to Planning Commission approval unless the Landowner exercises its right to appeal to the Planning Commission if the Planning Director denies the application or imposes conditions that the Landowner determines to be unreasonable in accordance with LDO § 13.06.040(g). The Town represents and acknowledges that administrative approval of the Application by Town staff pursuant to LDO § 13.06.040(g) will not be subject to any rights of third parties to appeal, whether administratively or judicially, and that the Town will represent the same position to third parties.

(d) The Landowner acknowledges that the Town's approval of the Application will be contingent upon the Application's compliance with all laws, ordinances, rules, and regulations of the Town. The Town agrees to process the application in good faith, and in a reasonable manner.

5. Processing of Other Applications. Nothing in this Agreement shall be construed to prohibit the Landowner from preparing, submitting, and processing any other land use application contemplated pursuant to Town laws, ordinances, rules, and regulations, in the form and manner then prescribed by such laws, ordinances, rules, and regulations.

6. Remedies.

(a) Breach by Landowner. In the event of a breach of this Agreement by the Landowner, the Town will have all remedies available at law or equity, including the remedies set forth in the LDO.

(b) Breach by Town. From and after the Town taking final administrative action disposing of the Application, whether such action is an approval with conditions or denial of the Application, the Landowner will have those remedies available to it pursuant to the LDO, including certiorari review pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure of a denial by the Planning Commission in the event the Landowner first appeals the Planning Director's administrative determination. The Parties agree that, for purposes of such certiorari review, and without waiving any arguments they may have regarding their interpretation, this Agreement and the Site Plan Standards will constitute binding obligations of the Town and Landowner, and as such, may serve as the basis for a claim that the Town abused its discretion or exceeded its jurisdiction in its application of the same.

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

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

9. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows; or upon actual receipt if transmitted by email to the email address set forth below:

If to VS or MWSM, to:

Vista South LLC
Mountain Waste – South Metro LLC
5032 Vermillion Dr.
Castle Rock, CO 80108
Attention: W. Scott Eden; Kirk Nimtz
Email: wscotteden@gmail.com; kanimtz@msn.com

With a copy to:

Concentric Equity Partners
50 E. Washington St., Suite 400
Chicago, IL 60602
Attention: Frank Reppenhagen
Email: freppenhagen@ficcep.com

With a copy to:

Otten Johnson Robinson Neff + Ragonetti, P.C.
950 17th Street, Suite 1600
Denver, Colorado 80202
Attention: Brian J. Connolly
Email: bconnolly@ottenjohnson.com

If to the Town, to:

Town of Parker
20120 East Mainstreet
Parker, Colorado 80134
Attention: Town Attorney
Email: jmaloney@parkeronline.org

or to such other address or person that one Party notifies the other of in accordance with this Section.

10. No Recording. This Agreement will not be recorded by either Party with the Douglas County Clerk and Recorder.

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

12. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

13. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF PARKER:

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

VS:

VISTA SOUTH LLC, a Colorado limited liability company

By: Scott Eden
Name: SCOTT EDEN
Title: MANAGER

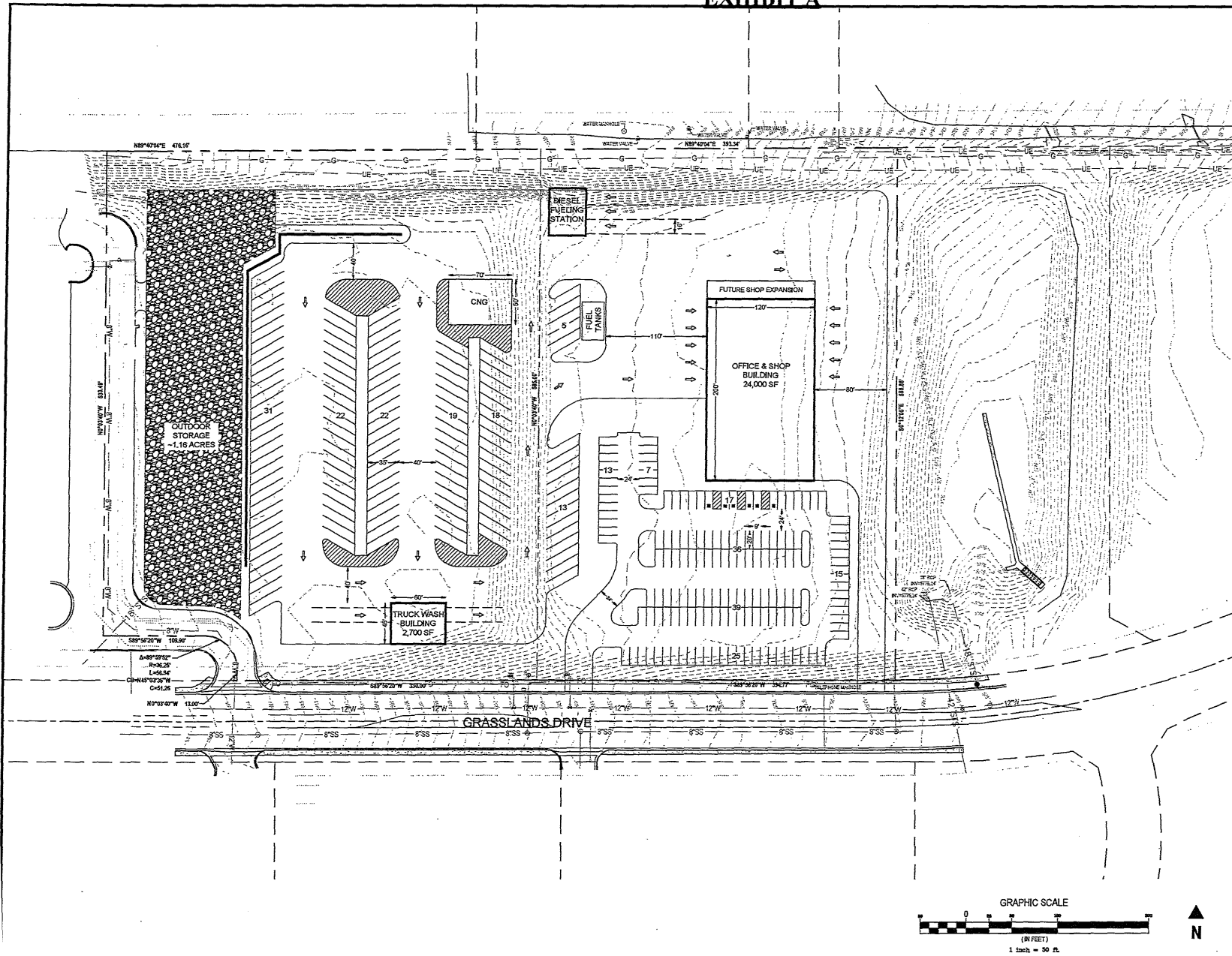
MWSM:

MOUNTAIN WASTE – SOUTH METRO LLC, a Colorado limited liability company

By: Scott Eden
Name: SCOTT EDEN
Title: MANAGER

Exhibit A
Concept Plan
[Follows This Page]

EXHIBIT A



Galloway

6102 S. Willow Drive, Suite 300
Greenwood Village, CO 80111
303.770.0894 • galloway@gs.com

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GALLOWAY. NO PART OF THESE PLANS, IN WHOLE OR IN PART, MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF GALLOWAY. VIOLATIONS WILL BE PROSECUTED.

LOCATION MAP

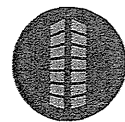


SITE DATA:

SITE AREA	
TOTAL SITE:	501,886 S.F. or 11.52 ACRES
OUTDOOR STORAGE AREA:	1.16 ACRES
BUILDING AREA	
OFFICE & SHOP BUILDING AREA:	24,000 S.F.
TRUCK WASH BUILDING AREA:	2,700 S.F.
PARKING COUNT SUMMARY	
STANDARD CAR:	152 SPACES
TRUCK:	130 SPACES

NOTES:

- ALL AREAS PROVIDED AND PROPERTY DELINEATED ARE APPROXIMATE AND WILL NEED TO BE VERIFIED - SURVEY PROVIDED BY OTHERS.
- PLAN FOR ILLUSTRATIVE PURPOSES ONLY.
- THE BOUNDARIES OF THIS DRAWING WERE DEVELOPED FROM SCALED INFORMATION AND SHOULD NOT BE CONSTRUED AS ACCURATE.



Project No: MTW 00004.20
Drawn By: TCM
Checked By: TCM
1/8/2019

VISTA SOUTH

Parker, CO

Chambers Dr. & Grasslands Dr.

Layout A6

1 of 1

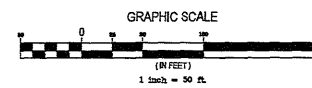


Exhibit B
Motion to Dismiss Appeal
[Follows This Page]

COURT OF APPEALS, STATE OF COLORADO

2 East 14th Avenue
Denver, CO 80203

On Appeal from the Douglas County District Court, Colorado

The Honorable David John Stevens, District Court Judge
Case Number: 2018CV030354

Appellees/Cross-Appellants:

VISTA SOUTH, LLC, a Colorado limited liability company,
and MOUNTAIN WASTE – SOUTH METRO, LLC, a
Colorado limited liability company,

v.

Appellants/Cross-Appellees:

TOWN OF PARKER, a Colorado home rule municipal
corporation; TOWN COUNCIL FOR THE TOWN OF
PARKER

Attorneys for Appellees/Cross-Appellants:

Michael S. McCarthy, No. 6688
Ann E. Prouty, No. 41322
Megan M. Farooqui, No. 42802
FAEGRE DRINKER BIDDLE & REATH LLP
1144 Fifteenth Street, Suite 3400
Denver, CO 80202
Telephone: (303) 607-3500

Bill E. Kyriagis, No. 39112
Brian J. Connolly, No. 45860
Andrew L.W. Peters, No. 50194
OTTEN, JOHNSON, ROBINSON,
NEFF & RAGONETTI, P.C.
950 17th Street, Suite 1600
Denver, CO 80202
Telephone: (303) 825-8400

COURT USE ONLY

Case Number: 2019CA1955

**STIPULATED MOTION TO DISMISS PURSUANT TO
COLORADO APPELLATE RULE 42**

Appellants and Cross-Appellees, the Town of Parker and the Town Council of the Town of Parker (“Appellants”), and Appellees/Cross-Appellants Vista South, LLC and Mountain Waste—South Metro, LLC (“Appellees”), by and through their undersigned counsel, move for the voluntary dismissal of this appeal. The parties have agreed to a settlement resolving all of the claims between them. The parties therefore request that this appeal be dismissed pursuant to Colorado Appellate Rule 42, with each party to bear its own costs and fees.

WHEREFORE, Appellants and Appellees respectfully request that the Court dismiss this action pursuant to Colorado Rule of Appellate Procedure 42.

Respectfully submitted this _____ day of _____, 2020.

/s/ Corey Y. Hoffmann

Corey Y. Hoffmann, No. 24920
HOFFMANN, PARKER, WILSON &
CARBERRY, P.C.

/s/ Murray I. Weiner

Murray I. Weiner
MULLIKEN WEINER BERG & JOLIVET P.C.

*Attorneys for Appellants and Cross-Appellees Town
of Parker and the Town Council for the Town of
Parker*

/s/ Michael S. McCarthy

Michael S. McCarthy, No. 6688

Ann E. Prouty, No. 41322

Megan M. Farooqui, No. 42802

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brian J. Connolly

Bill E. Kyriagis, No. 39112

Brian J. Connolly, No. 45860

Andrew L.W. Peters, No. 50194

OTTEN, JOHNSON, ROBINSON, NEFF &
RAGONETTI, P.C.

*Attorneys for Appellees and Cross-Appellants Vista
South, LLC and Mountain Waste – South Metro,
LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this ____th day of _____ 2020, a true and correct copy of the foregoing **STIPULATED MOTION TO DISMISS PURSUANT TO COLORADO APPELLATE RULE 42** was e-filed and served to the following through the Colorado Courts E-Filing System.

Murray I. Weiner
Mulliken Weiner Berg & Jolivet P.C.
102 South Tejon Street, Suite 900
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weiner@mullikenlaw.com

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511 16th Street, Suite 610
Denver, CO 80202
cyhoffmann@hpwclaw.com

s/ Michelle Soule
Legal Administrative Assistant

Exhibit C
Stipulation of Dismissal of Litigation
[Follows This Page]

DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO

4000 Justice Way Ste. 2009
Castle Rock, CO 80109
Phone: 720-437-6200

VISTA SOUTH, LLC, a Colorado limited liability company,
and MOUNTAIN WASTE – SOUTH METRO, LLC, a
Colorado limited liability company,

Plaintiffs,

v.

TOWN OF PARKER, a Colorado home rule municipal
corporation; TOWN COUNCIL FOR THE TOWN OF
PARKER

Defendants.

Attorneys for Plaintiffs:

Michael S. McCarthy, No. 6688
Ann E. Prouty, No. 41322
FAEGRE DRINKER BIDDLE & REATH LLP
1144 Fifteenth Street, Suite 3400
Denver, CO 80202
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Facsimile: (303) 607-3600
Emails: michael.mccarthy@faegredrinker.com
ann.prouty@faegredrinker.com

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1470 Walnut Street, Suite 300
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Telephone: (303) 447-7737
Facsimile: (303) 447-7800
Email: megan.farooqui@faegredrinker.com

COURT USE ONLY

Case Number: 2018CV030354

Division: 3

Bill E. Kyriagis, No. 39112 Brian J. Connolly, No. 45860 Andrew L.W. Peters, No. 50194 OTTEN, JOHNSON, ROBINSON, NEFF & RAGONETTI, P.C. 950 17th Street, Suite 1600 Denver, CO 80202 Telephone: (303) 825-8400	
---	--

STIPULATION FOR DISMISSAL OF ACTION WITH PREJUDICE

Plaintiffs, Vista South, LLC (“Vista South”) and Mountain Waste—South Metro, LLC (“Plaintiffs”), and Defendants, the Town of Parker and the Town Council of the Town of Parker (“Defendants”) stipulate to the dismissal of this action with prejudice pursuant to Rule 41(a)(1)(B) of the Colorado Rules of Civil Procedure. The parties have entered into a settlement agreement pursuant to which they have agreed to dismiss with prejudice all claims between them in this action, with each party to bear its own costs and attorneys’ fees. As required by Rule 41(a)(1)(B), this stipulation is signed by counsel for all parties who have appeared in this action.

WHEREFORE, the parties respectfully request that this Court enter the attached order dismissing all claims asserted in this action with prejudice, with each party to pay its own fees and costs.

Respectfully submitted this _____ day of _____, 2020.

/s/ Corey Y. Hoffmann

Corey Y. Hoffmann, No. 24920
HOFFMANN, PARKER, WILSON &
CARBERRY, P.C.

/s/ Murray I. Weiner

Murray I. Weiner
MULLIKEN WEINER BERG & JOLIVET P.C.

*Attorneys for Appellants and Cross-Appellees Town of
Parker and the Town Council for the Town of Parker*

/s/ Michael S. McCarthy

Michael S. McCarthy, No. 6688

Ann E. Prouty, No. 41322

Megan M. Farooqui, No. 42802

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brian J. Connolly

Bill E. Kyriagis, No. 39112

Brian J. Connolly, No. 45860

Andrew L.W. Peters, No. 50194

OTTEN, JOHNSON, ROBINSON, NEFF & RAGONETTI,
P.C.

*Attorneys for Appellees and Cross-Appellants Vista South,
LLC and Mountain Waste – South Metro, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this ____th day of _____ 2020, a true and correct copy of the foregoing **STIPULATION FOR DISMISSAL OF ACTION WITH PREJUDICE** was e-filed and served to the following through the Colorado Courts E-Filing System.

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s/ Michelle Soule

Legal Administrative Assistant

Exhibit D
Joint Motion for Withdrawal or Vacatur
[Follows This Page]

DISTRICT COURT, DOUGLAS COUNTY, STATE OF COLORADO

4000 Justice Way Ste. 2009
Castle Rock, CO 80109
Phone: 720-437-6200

VISTA SOUTH, LLC, a Colorado limited liability company,
and MOUNTAIN WASTE – SOUTH METRO, LLC, a
Colorado limited liability company,

Plaintiffs,

v.

TOWN OF PARKER, a Colorado home rule municipal
corporation; TOWN COUNCIL FOR THE TOWN OF
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Defendants.

Attorneys for Plaintiffs:

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Brian J. Connolly, No. 45860

COURT USE ONLY

Case Number: 2018CV030354

Division: 3

Andrew L.W. Peters, No. 50194 OTTEN, JOHNSON, ROBINSON, NEFF & RAGONETTI, P.C. 950 17th Street, Suite 1600 Denver, CO 80202 Telephone: (303) 825-8400	
JOINT MOTION FOR WITHDRAWAL OR VACATUR OF OCTOBER 10, 2019 ORDER	

Pursuant to Colorado Rule of Civil Procedure 60(b), Plaintiffs, Vista South, LLC (“Vista South”) and Mountain Waste—South Metro, LLC (“MWSM”) (together, “Plaintiffs”), and Defendants, the Town of Parker and the Town Council of the Town of Parker (“Defendants” or “Parker”) (collectively, the “Parties”), hereby jointly move for the court to vacate or withdraw its October 10, 2019 Order in order to facilitate settlement of this case. In support, the Parties state as follows:

FACTUAL AND PROCEDURAL BACKGROUND

1. On December 29, 2016, Plaintiff Vista South purchased the property that is the subject of this litigation, Lots 6A-1 and 6A-2 of Compark Filing No. 2 – Sixth Amendment (the “Property”). Vista South thereafter conveyed a one-half undivided interest in a portion of that property, Lot 6A-2, Compark Filing No. 2, Sixth Amendment to its affiliate, Plaintiff MWSM.

2. At the time Plaintiffs purchased the Property, the lots were located in unincorporated Douglas County and were subject to development standards which permitted a recycle/trash transfer facility, for which purpose Plaintiffs acquired the Property.

3. On April 16, 2018, the Parker Town Council passed Emergency Ordinance 2.259 (the “Annexation Ordinance”), which approved an annexation of the Property into the Town of Parker. At the same time, the Parker Town Council passed Emergency Ordinance 3.333 (the

“Zoning Ordinance”), which zoned the Property as part of the Grasslands-Prairie Planned Development (the “PD”). The PD prohibited Plaintiffs’ proposed use of the Property for the construction of a recycle/trash transfer facility.

4. On April 12, 2018, in anticipation of Parker’s adoption of the Annexation Ordinance and Zoning Ordinance, Plaintiffs brought this action. Plaintiffs asserted claims against Parker pursuant to C.R.S. § 31-12-116 and C.R.C.P. 106(a)(4), challenging the validity of Parker’s annexation of the Property into the Town of Parker, and the related zoning ordinance by which the Property was zoned as part of the PD.¹

5. On October 10, 2019, upon a review of the administrative record pursuant to C.R.C.P. 106(a)(4) and C.R.S. § 31-12-116, the Court reversed the Zoning Ordinance by which the Property was zoned under the PD, but upheld Parker’s annexation of Cross-Appellants’ Property into the Town of Parker. The practical effect of the Court’s Order is that the Property is now located within the Town of Parker, but it does not have a Parker zoning description assigned to it.

6. On October 22, 2019, Parker filed a Motion to Stay pursuant to C.R.S. § 31-12-117(4) and C.R.C.P. 62, requesting that the Court stay enforcement of its October 10, 2019 Order pending appeal.

7. On October 29, 2019, Parker filed a Notice of Appeal seeking review of the Court’s decision reversing the Zoning Ordinance. On November 14, 2019, Plaintiffs filed a Notice of Cross-Appeal seeking review of, among other decisions, the Court’s order upholding the annexation.

¹ Plaintiffs also asserted claims pursuant to C.R.C.P. 57 and C.R.C.P. 106(a)(2) against Defendants and the City of Centennial and its City Council. These claims were dismissed by the Court’s June 22, 2018 Order on Defendant Centennial’s Motion to Dismiss, and its October 22, 2018 Order Re. Defendants’ Motion to Dismiss the Third Claim for Relief for Lack of Subject Matter Jurisdiction Pursuant to C.R.C.P. 12(B)(1).

8. On January 14, 2020, the Parties filed a Stipulated and Unopposed Request, requesting that the Court enter the Stay sought by Parker’s October 22, 2019 Motion pursuant to C.R.C.P. 62. At the same time, the Parties filed a Stipulated Motion pursuant to C.A.R. 27(b), requesting that the Court of Appeals stay or suspend the briefing schedule in the appeal for a period of six months. As explained in the Parties’ stipulated motions, the Parties sought a stay of both the Court’s enforcement of its October 10, 2018 Order and the Court of Appeals briefing to facilitate their settlement negotiations.

9. On January 14, 2020, this Court granted the Parties’ Stipulated and Unopposed Request for Entry of the Stay Requested on October 22, 2019. On February 7, 2020, the Court of Appeals granted the Parties’ motion to stay in part and ordered a stay of the briefing schedule in the appeal for a period of 63 days from the date of its Order.

10. On *[INSERT DATE]*, the Parties filed another Stipulated Motion pursuant to C.A.R. 27(b), requesting that the Court of Appeals again stay or suspend the briefing schedule in the appeal. As explained in the Parties’ stipulated motion, the Parties sought a stay of the Court of Appeals briefing to facilitate their settlement negotiations.

11. In June 2020, the Parties reached an agreement to settle this case, one term of which is that the Parties agreed to seek *vacatur* of the Court’s October 10, 2018 Order. Accordingly, and for the reasons stated in more detail below, the Parties jointly and respectfully request that this Court vacate its October 10, 2019 Order in order to allow the Parties to conclude their settlement.

MOTION

12. Under Rule 60(b) of the Colorado Rules of Civil Procedure, on motion and upon such terms as are just, the court may relieve a party from a final judgment or order when “it is no longer equitable that the judgment should have prospective application, or for “any other reason

justifying relief from the operation of the judgment.” See C.R.C.P. 60(b)(4)-(5).² Rule 60(b) is thus intended to balance the conflicting principles that litigation must have finality and that justice must be done. *People ex re. S.G.*, 91 P.3d 443, 451 (Colo. App. 2004). It is meant to provide relief from judgment in extraordinary circumstances. *Id.* The decision whether to grant or deny a motion under Rule 60(b) is within the sound discretion of the trial court. See *In re. Marriage of Roddy and Betherum*, 338 P.3d 1070, 1076 (Colo. App. 2014).

13. Federal Courts have held that *vacatur* is appropriate under Fed. R. Civ. P. 60(b)—the language of which is substantially similar to C.R.C.P. 60(b)—to facilitate settlement where good cause for *vacatur* is shown. See, e.g. *J.A. Brundage Plumbing and Roto-Rooter, Inc. v. Massachusetts Bay Ins. Co.*, 153 F.R.D. 36 (W.D.N.Y. 1994) (Vacating decision pursuant to Fed. R. Civ. P. 60(b) during pendency of appeal, to facilitate settlement).³ By way of example, in *Novell, Inc. v. Network Trade Center, Inc.*, 187 F.R.D. 657 (D. Utah 1999), the United States District Court granted the parties’ joint motion to partially vacate its judgement pursuant to Fed. R. Civ. P. 60(b)(5), to facilitate settlement of the parties’ action upon which an appeal was pending. *Id.* at 661. The Court noted that parties can properly request *vacatur* of judgment on the ground that they have reached a settlement while an appeal is pending, and that other federal courts had found “exceptional circumstances” and approved *vacatur* of a judgment due to the parties’ settlement of their dispute. *Id.* at 660-661 (citations omitted). The Court then reasoned that there were grounds

² See also *In re Marriage of Smith*, 928 P.2d 828, 830 (Colo. App. 1996) (“The language of C.R.C.P. 60(b)(5) vests power in the trial courts adequate to enable them to vacate judgments whenever such action is appropriate to accomplish justice.”).

³ See also *Motta v. District Director of INS*, 61 F.3d 117, 119 (1st Cir. 1995) (granting request for *vacatur* of district court’s order to facilitate settlement, reasoning that the proposed settlement would accommodate the interests of both parties, the parties’ interest in vacating the prior judgment outweighed the social value of its precedent, the equities favored *vacatur*, and thus “exceptional circumstances” warranted *vacatur*.); *Gould v. Bowyer*, 11 F.3d 82, 83-84 (7th Cir. 1993) (Though a court is not required to vacate an order rendered before the case was settled, it is authorized to do so); *Oster v. Baack*, 351 P.3d 546 (Colo. App. 2015) (Recognizing the language of Fed. R. Civ. P. 60(b) is substantially similar to C.R.C.P. 60(b), and applying federal authority in analysis of motion to vacate attorneys’ fees award).

to support *vacatur* because both parties sought to avoid the protracted costs of lengthy appeal. *Id.* at 661.

14. *Vacatur* is warranted in this case for similar reasons. The parties' settlement agreement contemplates that Plaintiffs or their successors and assigns (the "Landowner") will construct a vehicle maintenance facility on the Property (the "Project"), which is permitted by the current PD. The Landowner's development of the Project will allow the Landowner to use and develop the Property in a manner that is consistent with the PD, and thus allow the parties to resolve their dispute. The Court's withdrawal or *vacatur* of its October 10, 2019 Order would facilitate this resolution, because it would reinstate Parker's approval of the Zoning Ordinance that zoned the Property into the PD, and thereby facilitate the Landowner's ability to obtain the land use approvals necessary for the Project. As such, *vacatur* is in the interests of both Parties because it will allow Plaintiffs to use and develop their Property now and avoid a lengthy and costly appeal.

CONCLUSION

For the reasons stated above, all Parties jointly and respectfully request that the Court enter an order withdrawing or vacating its October 10, 2019 Order.

Respectfully submitted this ____ day of _____, 2020.

/s/ Corey Y. Hoffmann

Corey Y. Hoffmann, No. 24920
HOFFMANN, PARKER, WILSON &
CARBERRY, P.C.

/s/ Murray I. Weiner

Murray I. Weiner
MULLIKEN WEINER BERG & JOLIVET P.C.

*Attorneys for Appellants and Cross-Appellees Town of
Parker and the Town Council for the Town of Parker*

/s/ Michael S. McCarthy

Michael S. McCarthy, No. 6688

Ann E. Prouty, No. 41322

Megan M. Farooqui, No. 42802

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Brian J. Connolly

Bill E. Kyriagis, No. 39112

Brian J. Connolly, No. 45860

Andrew L.W. Peters, No. 50194

OTTEN, JOHNSON, ROBINSON, NEFF & RAGONETTI,
P.C.

*Attorneys for Appellees and Cross-Appellants Vista South,
LLC and Mountain Waste – South Metro, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this ____ day of March 2020, a true and correct copy of the foregoing **JOINT MOTION FOR WITHDRAWAL OR VACATUR OF APPEALED ORDER IN AID OF SETTLEMENT** was e-filed and served to the following through the Colorado Courts E-Filing System or U.S. Mail.

Via U.S. Mail

James S. Maloney
Town Attorney, Town of Parker
20120 Mainstreet
Parker, CO 80138
jmaloney@parkeronline.org

Murray I. Weiner
Mulliken Weiner Berg & Jolivet P.C.
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Denver, CO 80202
cyhoffmann@hpwclaw.com

s/Stephanie Rzepa

Legal Administrative Assistant

Exhibit E
January 13, 2020 Letter
[Follows This Page]



Your kind of place.

January 13, 2020

Vista South, LLC
5032 Vermillion Drive
Castle Rock, CO 80108
Attn: Kirk Nimtz (kanimtz@msn.com)

Re: Review of Proposed Use—Settlement Communication Pursuant to Colorado Rules of Evidence Rule 408

Dear Mr. Nimtz:

This letter is issued as a settlement communication pursuant to Colorado Rules of Evidence Rule 408.

The Town is aware that you or your affiliate(s) as of the date of this letter are the owner(s) (the "Owners") of the parcels of real property legally described as Lots 6A-1 and 6A-2, Compark Filing No. 2, 6th Amendment (the "**Property**"), located within the Town of Parker. It is the Town's understanding that the Property comprises 11.52 acres. As was discussed between representatives of the Town and the Owners, the Owners proposed the construction of a vehicle maintenance facility and associated offices and accessory uses on the Property (the "**Project**"). The Owners anticipate utilizing the Project for the parking and maintenance of solid waste and recycling collection and support vehicles, but shall not use combination trucks as defined by "A Policy on Geometric Design of Highways and Streets," published by AASHTO, as part of the operation of the Project; provided however, such vehicles may be utilized as required for deliveries. The Project is generally depicted on that certain conceptual plan, prepared by Galloway, dated January 8, 2019 (attached as Exhibit A, the "**Concept Plan**"). The Owners have asked the Town to provide a confirmation that the Project is consistent with the use standards of the zoning applicable to the Property, subject to further review by the Town as provided in this letter.

The Property was zoned pursuant to that certain Grasslands/Prairie Trail Planned Development, recorded April 17, 2018, in the real property records of Douglas County at Reception No. 2018022356 (along with the associated Development Guide, the "**PD**"). Although the PD was invalidated pursuant to a judicial order dated October 10, 2019 (the "**Order**"), this letter is written with the understanding that the Town and the Owners have jointly agreed to stay the enforcement of the Order, and that the use and development standards set forth in the PD will remain effective against the Property, subject to the vacation of the Order and full reinstatement of the PD, and a

full and complete settlement of *Vista South, LLC, et al., v. City of Centennial, et al.*, Douglas County Court Case No. 2018CV030354 (the "Litigation"), together with and a full and complete release of any and all claims related to the Litigation.

Subject to the development standards contained therein, the PD permits the following principal uses among others:

- Motor Vehicle equipment sales/service/repair
- Office (Professional)

The PD also permits as an accessory use those uses that are limited to those customary and incidental to the above-referenced principal uses, and subject to certain development standards, outdoor parking and storage.

The Concept Plan depicts a 24,000 square foot office and shop building where vehicle service and repairs will occur. The Concept Plan additionally depicts 130 spaces of truck parking, including but not limited to parking for solid waste and recycling collection vehicles, and 152 spaces of employee vehicle parking, which appear to be accessory to the principal office and shop building. Other accessory uses depicted on the Concept Plan include an enclosed truck and container wash facility of approximately 2,700 square feet, CNG and diesel fueling stations with associated equipment and tanks, and an outdoor storage area comprising 1.16 acres, although the Owners have indicated that they would like an outdoor storage area of up to 1.5 acres for the storage of empty waste and recycling containers and totes. The Town understands that the square footages, parking counts, and area of the outdoor storage use as depicted on the Concept Plan are preliminary and may vary as the Owners further develop their plans. Accordingly, the Town's review of the Concept Plan is an on-going process and staff comments may be revised and updated as the Owners further develop their plans, starting with the next Concept Plan containing a thirty percent (30%) design of the Project, including review and comment by the stakeholders identified by the Town.

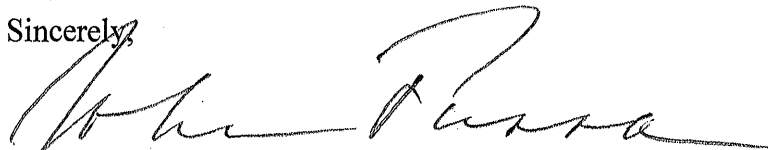
Based upon our understanding of the general mix of uses and improvements shown on the Concept Plan, and subject to the provision of additional information for staff review as to compliance with Town codes, ordinances, rules, regulations, and guidelines, including the PD, the Town hereby states that the proposed uses and mix thereof appear to be consistent with the PD and the development standards contained therein, and as such, are permitted. This review is based upon the Concept Plan design that illustrates the office and vehicle maintenance/repair elements as the principal uses of the Property with all other elements proposed and referenced herein being limited and accessory in nature. In order to construct any improvements on the Property, an approved site plan will be required pursuant to Chapter 13.06 of the Parker Municipal Code. Any site plan application for the Property will be processed as provided by Chapter 13.06 of the Parker Municipal Code, which provides for the administrative review and approval of site plans, but does not provide a right of appeal to the Planning Commission or the Town Council to third parties.

The Town is writing this letter with the express understanding that this letter is only to be used for the benefit of the Owners in conjunction with the full and complete settlement of the Litigation as described above, and this letter may not be relied upon by third parties. However, while this letter is issued to the Owners as a settlement communication pursuant to Rule 408, the Town

acknowledges that, upon the reinstatement of the PD, the Owners and their successors in interest may undertake any of the uses lawfully permitted by the PD.

Please contact us with any questions.

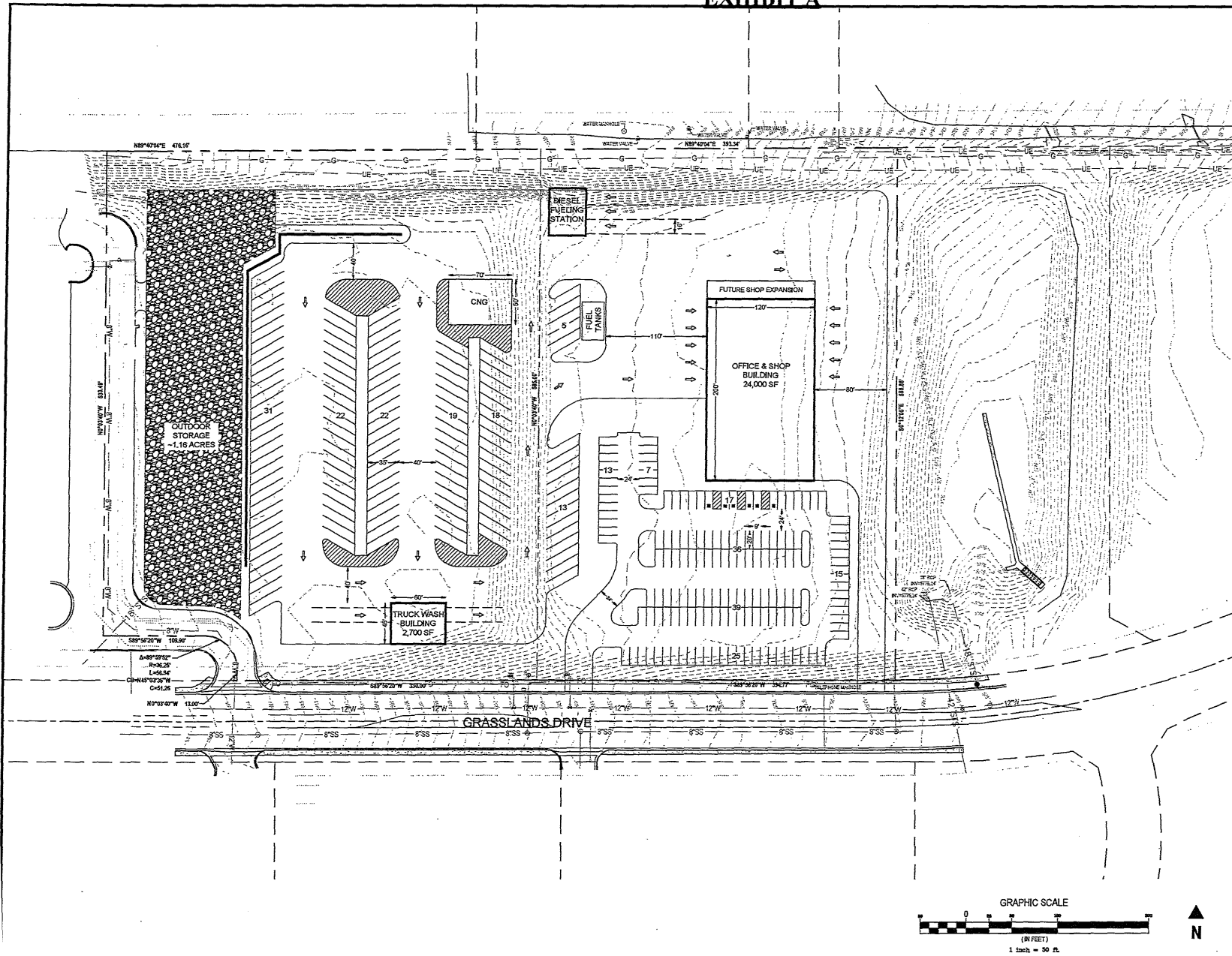
Sincerely,

A handwritten signature in black ink, appearing to read "John Fussa". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Fussa
Community Development Director

cc: Brian Connolly, Otten Johnson (bconnolly@ottenjohnson.com)

EXHIBIT A



Galloway

6102 S. Willow Drive, Suite 300
Greenwood Village, CO 80111
303.770.0894 • galloway@gs.com

COPYRIGHT
THESE PLANS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GALLOWAY. NO PART OF THESE PLANS, IN WHOLE OR IN PART, MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF GALLOWAY. VIOLATIONS WILL BE PROSECUTED.

LOCATION MAP

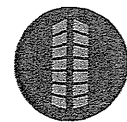


SITE DATA:

SITE AREA	
TOTAL SITE:	501,886 S.F. or 11.52 ACRES
OUTDOOR STORAGE AREA:	1.16 ACRES
BUILDING AREA	
OFFICE & SHOP BUILDING AREA:	24,000 S.F.
TRUCK WASH BUILDING AREA:	2,100 S.F.
PARKING COUNT SUMMARY	
STANDARD CAR:	152 SPACES
TRUCK:	130 SPACES

NOTES:

- ALL AREAS PROVIDED AND PROPERTY DELINEATED ARE APPROXIMATE AND WILL NEED TO BE VERIFIED - SURVEY PROVIDED BY OTHERS.
- PLAN FOR ILLUSTRATIVE PURPOSES ONLY.
- THE BOUNDARIES OF THIS DRAWING WERE DEVELOPED FROM SCALED INFORMATION AND SHOULD NOT BE CONSTRUED AS ACCURATE.



Project No. MTW 00004.20
Drawn By: TCM
Checked By: TCM
1/8/2019

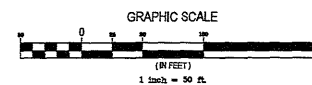
VISTA SOUTH

Parker, CO

Chambers Dr. & Grasslands Dr.

Layout A6

1 of 1





Your kind of place.

Preliminary Comments

Vista South Concept Layout A6

Community Development

- The Town's Public Works Operations Center (PWOC) facility on Hess Road is a good model for the design intent goal for this proposal per recent meeting w/Vista South.
- Identify and reduce or mitigate visual, nuisance and traffic impacts.
- Move office/repair building to south closer to Grasslands Drive ROW so acts as a screen for outdoor elements to north and meets development design standards for urban design. If necessary, consider a separate office and repair buildings with office building closer to ROW.
- Outdoor storage should be located, concentrated along northern property line and limited elsewhere.
- Outdoor truck parking and container storage should be fully screened and for containers the preference is to enclose or partially enclose in a structure to the greatest extent possible.
- Relocate truck wash building to rear unless can function as partial screen and/or set building edge for compliance with development design standards.
- Need substantial buffer and screening along all property lines esp. Grasslands Drive frontage.
- Fueling facilities should incorporate underground storage tanks.
- Need information on operations inc. hours of operation, frequency of truck washing, repair facility hours, etc..... Nearby Dove Meadows residential neighborhood has asked for this information and is concerned about nuisance and traffic impacts.
- Repair facility should be designed with drive-through/pull-through bays as at PWOC so trucks may drive through without backing up and activating back-up alarms.
- Need for solid wall along part of eastern property line to provide screening and noise mitigation for truck movements on-site and vehicle repair activities.
- Need to understand proposed hours of operation and how to mitigate impacts upon adjacent properties and nearby Dove Meadows residential neighborhood. Confirm that hours of operation will not be 24/7.
- All site development will have to meet Town design standards including for architectural design, landscaping and lighting.
- The concept shows a substantial area of concrete/asphalt on the site. The site plan design standard will likely require that the large expanse should be broken up with landscaped islands.

Engineering/Public Works

- They are proposing to fill in the swale that runs adjacent to the west property line as well as the pond on the north end of the site. They'll need to clarify how they are routing and accommodating those flows.
- We will most likely have to annex the Pond tract east of the property.

Exhibit F
Site Plan Standards
[Follows This Page]

Site Specific Supplemental Site Plan Standards for Proposed Waste Collection Vehicle Operations and Maintenance Facility at Vista South Property

These Site Specific Supplemental Site Plan Standards (“**Standards**”), attached to and incorporated in that certain Settlement Agreement between the Town of Parker (“**Town**”), Vista South LLC, and Mountain Waste – South Metro LLC (collectively, “**Vista South**”), are intended to guide and control, to the extent provided herein, the Town’s review of any prospective application by Vista South for site plan approval for a waste collection vehicle operations and maintenance facility (the “**Proposed Facility**”) at the Vista South property (the “**Property**”). It is the intent of Vista South LLC, and Mountain Waste – South Metro LLC for the Town to approve the site development and construction of a light industrial facility similar in use, site plan design and operations to the Town of Parker’s Public Works Department facility located at 9045 Tammy Lane, Parker, Colorado 80134, and with respect to joint functions, limited to fueling and wash operations, at the facility it shares operations with, known as the Douglas County Public Works Operations Maintenance Facility, located at 9040 Tammy Lane, Parker, CO 80134.

Vista South desires to design the Proposed Facility on the Property to accommodate uses such as offices, vehicle maintenance and washing facilities, active fueling operations (diesel and/or CNG), equipment and container storage, operational vehicle parking (including waste and recycling route collection vehicles, container delivery vehicles, supervisory and maintenance vehicles, but excluding combination trucks as defined by “A Policy of Geometric Design of Highways and Streets,” published by AASHTO), and employee parking meeting the Town parking requirements (collectively referred to as “**Permitted Vehicle Parking**”). The Property will be designed to accommodate appropriate access, buffering, drainage, internal circulation, landscaping, screening and mitigation of nuisance impacts.

In the event of any conflict between these Standards and the Parker Municipal Code, the Grasslands-Prairie Trail Planned Development, and the Town’s Commercial, Industrial and Multi-Family Residential Design Standards (collectively, the “**Governing Documents**”), the Governing Documents will control. It is the intent of the Town and Vista South that these Standards are supplemental to, and in compliance with, any requirements or limitations contained in the Governing Documents, and that they will be applied in the course of the Town’s review of any future site plan application for the Proposed Facility.

- **Building(s) Orientation**
 - The principal structure will be oriented toward Grasslands Drive, with at least one entrance fronting Grasslands Drive.
 - The office component of the principal structure will be located along the Grasslands Drive facing elevation of the primary structure. Service components of the primary structure should be located in the rear or on the side(s) of the structure.
 - Service or garage bays will be located so as to face the side(s) or rear of the Property. There is no limitation on the number of service or garage bays in the principal structure, subject to the bulk standards of the Planned Development zoning.

- Adequate passenger vehicle parking, for employees or visitors to the Property, may be located between the principal structure and the Grasslands Drive frontage subject to the bulk standards of the Planned Development zoning; any truck or commercial vehicle used in the conduct of the business will be located on the side or rear of the principal building on the Property.

Building Architecture

- Building architecture including materials shall comply with the Town's Development Design Standards and the design standards herein described.
- The use of tilt-up construction methods will be permitted.
- Building materials may consist of any materials permitted by the Town's Development Design Standards.

• Access and Internal Circulation

- Site access shall be in compliance with the Town's design criteria for access.
- All interior on-site operations will be designed in such a manner that vehicles will circulate internal to the site without off-site vehicle circulation on Grasslands Drive or other public street or right-of-way.
- All maintenance, service and wash bays should be designed to allow for pull-through access, so as to avoid reverse operation of trucks as much as practicable.

• Buffering, Landscaping and Screening

- The perimeter of the Property will be buffered, landscaped and screened in accordance with the Town's standards and requirements. Particular attention should be given to nuisance mitigation along the east, west and south Property lines.
- Truck parking will be landscaped and screened from Grasslands Drive.
- Container storage will be buffered and screened from the east, west and south Property lines including Grasslands Drive.
- The exterior of the Property will be fully secured and enclosed by perimeter fencing. Fencing along the east, west and south Property lines including Grasslands Drive frontage shall provide a visual screen and be a minimum height of six (6) feet and a maximum height of eight (8) feet. Permitted materials include masonry, wood, metal and composite materials or a combination thereof meeting the Town's requirements and standards. The south Property line containing the Grasslands Drive perimeter will include the required landscape barrier. The north Property line will not require a landscaped buffer and may utilize chain-link fencing of not less than six (6) feet in height and a maximum height of eight (8) feet along the

north boundary to Arapahoe County. The use of barbed wire, razor wire, concertina wire or similar construction is not permitted.

- The eastern Property line will have a solid wall for noise mitigation for the length of the structure containing the service, wash and garage bays that is a minimum of six feet (6') in height. The actual height should be determined by an analysis of the solid wall height required to mitigate noise impacts upon the adjacent property and the existing residential neighborhood fronting Chambers Road to the east, in connection with any site plan application.
- Lighting and Walkways
 - All lighting will comply with the Town's regulations and standards including height and illumination levels.
 - The requirement for pedestrian light fixtures and pedestrian walkways will be limited to the publicly accessible areas of the Property such as the office area, employee and visitor parking lot(s) and connections to the sidewalk along Grasslands Drive.
- Equipment and Container Storage Areas
 - Vista South may place one (1) container storage and one (1) equipment storage area within the fully secured, enclosed and visually screened site perimeter, provided they are located on the side and rear yard only outside of the required front yard setback. No interior screening will be required for equipment and container storage areas, except as otherwise set forth herein. Vista South will work with the Town to mitigate visual impacts to adjacent properties and Grasslands Drive through buffering, landscaping and screening as part of the outermost perimeter wall, except as otherwise set forth herein.
 - Container Storage: A maximum of 1.16 acres of the Property may be used for container storage per Galloway Engineering Layout A6 dated January 8, 2019 [Project No. MTW000004.20] provided the Vista South Property's outermost perimeter is enclosed and screened in compliance with Town regulations and standards. Container storage may be increased to a maximum of 2.5 acres if enhanced enclosure and screening is provided as at the Town's Public Works Operation Center along the northern and western Property lines for material storage.
 - Equipment Storage: A maximum of 1.5 acres of the Property may be used for non-container equipment storage provided it is located in the side and rear yard only and the Vista South Property's outermost perimeter is enclosed and screened in compliance with Town regulations and standards.
 - Containers and equipment to be stored shall not be placed or stacked in a manner that exceeds the height of the Vista South Property's outermost perimeter solid wall or fence, unless Vista South submits a visual impact analysis and adequate

mitigation measures are taken to ensure that containers are not visible from Grasslands Drive or surrounding properties, which mitigation measures may include the construction of a solid interior screening wall as necessary to adequately screen stored containers. No additional landscape buffer is required in connection with this solid wall or fence. Chain link fencing will not be permitted except along the northern perimeter of a container or equipment storage area provided the interior of said area is not visible from the east, west and south Property lines.

- Permitted Vehicle Parking Areas
 - The Property may be developed in such a manner as to maximize the number of Permitted Vehicles. Waste and recycling route collection vehicles shall not exceed the 130 truck vehicle parking spaces and standard car parking spaces shall not exceed 152 parking spaces per the Galloway Engineering Layout A6 dated January 8, 2019 [Project No. MTW000004.20].
 - The parking areas will be buffered, landscaped and screened from the east, west and south Property lines, but may be uncovered.
 - The Vista South Property perimeter buffering, landscaping and screening for the Property will serve as the screening for the Permitted Vehicle parking and no interior screening will be required for the parking of Permitted Vehicles.
- Fueling Facilities
 - On-site CNG and diesel fueling facilities are permitted.
 - Diesel fueling facilities will contain a covered canopy.
 - All fueling facilities will be located on the side or rear yard of the principal structure and screened from the east, west and south Property lines by the perimeter buffering, landscaping and screening. No interior screening of the fueling facilities is required.
 - Fueling facilities will utilize underground storage tanks for the storage of fuel.
- Wash Facilities
 - All wash facilities will be fully enclosed. Vehicle wash facilities may be part of the principal structure, or a separate structure, but must be a drive-thru operation.
 - Wash facilities located along Grasslands Drive and in the front yard will be oriented east-west such that the bays and bay doors do not front Grasslands Drive.
 - Wash facilities are structures and as such shall comply with the Town's Development Design Standards.
- Hours of Operation

- In connection with any site plan application, Vista South shall submit an operations plan for the Property. Such operations plan shall be submitted for informational purposes only. The operations plan should summarize the various activities and operations, and should describe matters such as anticipated hours of operation, employee shifts and staffing levels, vehicle repair and maintenance activities, container repair and maintenance activities, seasonal changes in operations, and interior site circulation.
- There is no limit on hours of operation for activities occurring on the Property.
- Impacts and Mitigation
 - Vista South will work with the Town to identify potential nuisance impacts generated by the proposed development and methods to reduce or eliminate the impact upon adjacent property owners and nearby sensitive receptors.
 - The potential nuisance impacts to be addressed include those relating to noise, odors, pests/vermin, vibration and visual impacts.
 - The potential impacts to the Town roadway network, stormwater management and infrastructure will be addressed during the Site Plan application process.



Request for Town Council Action

Date: July 6, 2020
Submitted By: Carolyn Parkinson, Planner I
Reviewed By: Michelle Kivela, Town Administrator
Title: **PARKER AND PINE - Rezone, Minor Development Plat, and Subdivision Agreement**

Applicant: EVT PARKER COLORADO, L.L.C.
Location: Southwest corner of Parker Road and Pine Lane
Department: Community Development, Carolyn Parkinson
TRAKiT No.: Z19-027 & SUB18-020

EXECUTIVE SUMMARY

The property owner, EVT Parker Colorado, L.L.C., plans to develop a vacant property located at the southwest corner of Parker Road and Pine Lane into a mixed-use development. To accomplish this, the owner is proposing the following actions:

1. Create a new Parker and Pine Mixed Use Planned Development (PD) zone district by removing Block 3, Lot 1 of Parker Auto Plaza Filing 1 from the Parker Auto Plaza PD.
2. Update the list of permitted uses in the new PD to accommodate and promote retail/restaurant/service uses on the majority of the site and allow multi-family residential use on a portion of the site.
3. A Minor Development Plat (MDP) to replat the property into six (6) lots for future commercial use and one (1) tract (tract A) for future multi-family residential use. A further replat of Tract A is required prior to future multi-family development on the site.
4. A Subdivision Agreement ("Agreement") to identify the required public improvements and secure the construction of these improvements.

The Planning Commission held a public hearing on the proposal on June 11, 2020 and voted unanimously to recommend Town Council approval.

STAFF RECOMMENDATION

Approve

Approve with Conditions

BACKGROUND/DISCUSSION

The subject property is a 16 acre undeveloped parcel located at the intersection of Parker Road and Pine Lane in the Parker Auto Plaza PD. It is referred to by staff as the Eisenberg Property after its current property owner. The owner originally submitted applications for development in 2018 under the Parker Auto Plaza PD zoning and after intensive discussions with the Town revised their development proposal to a mixed-use concept. This concept would incorporate commercial and residential uses with parks and open space to support the housing as required by the Municipal Code.

The property owner has submitted a rezoning application that would create the new Parker and Pine Mixed Use PD zone district. The new PD zoning will update the list of permitted commercial uses, allow multi-family residential use on the western section of the property and establish design standards to be administered by an Architectural Control Committee (ACC) in a process similar to Crown Point. The PD design standards complement the Town Development Design Standards and ensure a coordinated architectural and urban design throughout the development.

The proposed Parker and Pine Mixed Use PD zoning would make the following major revisions from the existing Parker Auto Plaza PD zoning:

1. Update and refine the list of permitted commercial uses to promote retail, restaurant and service uses while limiting intensive auto-oriented uses such as car sales or auto repair.
2. Promote retail and restaurant commercial uses at the highly visible corner of Parker Road and Pine Lane. The new PD zoning establishes standards for minimum floor area to ensure a critical mass of commercial development and a requirement for outdoor space such as patios to activate the corner.
3. Allow multi-family residential use on less than 50 percent of the property in the western section fronting Twenty Mile Road and Baldwin Gulch.
4. The new PD zoning has setback requirements that better align with the Town's new Development Design Standards and replace obsolete requirements in the current PD zoning.
5. Allow child care/day care use at the intersection of Pine Lane and Twenty Mile Road which is a secondary commercial corner.

The property owner has submitted a MDP application that is being processed with the proposed Rezoning. The proposed MDP would replat the 16 acre property into six (6) lots for future

commercial use and one (1) tract for future multi-family residential use. The tract, shown as Tract A, includes most of the internal roadway network that serves the future commercial and multi-family residential uses. The internal roads provide vehicular and pedestrian connectivity and will be privately owned/maintained by a property owners' association. Public access to the site will be from existing driveways on Parker Road, Pine Lane and Twenty Mile Road.

The property owner and their residential development partner will be required to comply with the Town's parks and open space standards when they submit a Replat and Site Plan application for Tract A in the future. There is also an opportunity for access to the local and regional trail system through a connection to the existing Baldwin Gulch Trail adjacent to Tract A. The Agreement requires such a connection and the location will be determined in the future with the required site plan.

The property owner's proposal involves a balance of uses and trade-offs to promote higher quality commercial use along Parker Road, preclude some of the inappropriate uses currently permitted by the Parker Auto Plaza PD zoning and support mixed-use development in the Parker Road and Twenty Mile Road corridors which are emerging mixed-use areas.

The subject property is located within the Central Commercial District Character Area of the Parker 2035 Master Plan. The Parker 2035 Master Plan recommends that "Due to its central location...growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity..." (Parker 2035 Master Plan, p. 6.10). The proposed rezoning application to permit mixed-use development is consistent with the Parker 2035 Master Plan recommendation for land use in the Central Commercial District.

Staff review indicates that the proposed rezoning application is also consistent with the nine (9) criteria for approval set forth in the Land Development Ordinance as to use, development intensity, access/circulation and urban design. Additional information about the consistency of the proposal with the nine (9) criteria for approval of rezoning applications may be found in the attached Planning Commission staff report.

The Planning Commission held a public hearing on the rezoning and MDP applications on June 11, 2020. The Commission unanimously recommended that Town Council approve the Parker and Pine Mixed Use PD and MDP. They recommended one (1) condition to address technical review comments by the Engineering/Public Works Department.

Going forward, the property owners and their development partners are also required to comply with the Town's recently adopted Prairie Dog Management Ordinance found at Section 13.10.250 of the Municipal Code.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Planning Commission Staff Report
2. Vicinity Map
3. Eisenberg Property Vicinity Map 20190506 _4
4. Ordinance 3.193.4
5. Ordinance 3.355
6. Minor Development Plat
7. Landscape Plan-Final
8. Praire Dog Mitigation Statement
9. Preliminary Site Plan_Parker and Pine_Eisenberg_7-6-20
10. Subdivision Agreement

RECOMMENDED MOTION

I move to approve Ordinance No.3.193.4 on second reading.

I move to approve Ordinance No. 3.355 on second reading.

I move to approve the Parker and Pine Minor Development Plat, subject to the condition contained in staff's report.

1. Prior to recordation, the applicant will satisfy all engineering comments related to SUB18-020.

I move to approve the Subdivision Agreement for Parker and Pine Minor Development Filing

1 .



Planning Commission Staff Report

Planning Commission Date: 6/11/2020

Town Council Date: 7/6/2020

Hearing Type: Public Hearing

PARKER AND PINE – Rezone and Minor Development Plat
Owner: EVT PARKER COLORADO, L.L.C
TRAKiT Nos: Z19-027/SUB18-020

Location: Southwest corner of Parker Road and Pine Lane

Project Planner: Carolyn Parkinson, Planner

Applicant: Dan Skeeahan – Kimley Horn

Representative: Bill Mahar – Norris Design

Executive Summary: The applicant is proposing a Rezone and Minor Development Plat (MDP) for Parker Auto Plaza Filing 1 Lot 1 Block 3. The proposal will remove the subject property from Parker Auto Plaza Planned Development (PD) and create a new PD and Minor Development Plat (MDP). The new PD will refine the commercial uses permitted and allow for residential development on the southwestern portion of the property. The MDP will create six commercial lots and one tract intended for multifamily development.

Staff Recommendation: Approval (Zoning)
Approval with Conditions (MDP)

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve an ordinance to delete certain property from the PD-Planned Development Known as Parker Auto Plaza.

“I move the Planning Commission recommend Town Council approve an ordinance for the Parker and Pine Planned Development Guide and Map.”

“I move the Planning Commission recommend Town Council approve the Parker and Pine Minor Development Plat subject to the condition in staff’s report;”

- 1. Prior to recordation, the applicant will satisfy all engineering comments related to SUB18-020.***

ALTERNATIVE MOTIONS

“I move the Planning Commission recommend Town Council approve an ordinance to delete certain property from the PD-Planned Development Known as Parker Auto Plaza, subject to the following conditions:

“I move the Planning Commission recommend Town Council approve an ordinance for the Parker and Pine Planned Development Guide and Map, subject to the following conditions:”

-List proposed conditions

“I move the Planning Commission recommend Town Council approve the Parker and Pine Minor Development Plat:”

“I move the Planning Commission recommend Town Council deny an ordinance to delete certain property from the PD-Planned Development Known as Parker Auto Plaza.

“I move the Planning Commission recommend Town Council deny an ordinance for the Parker and Pine Planned Development Guide and Map 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 recommend Town Council deny the Parker and Pine 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 request for an ordinance to delete certain property from the PD-Planned Development Known as Parker Auto Plaza.

“I move the Planning Commission vote to continue the ordinance for the Parker and Pine Planned Development Guide and Map to a future date.”

“I move the Planning Commission vote to continue the Parker and Pine Minor Development Plat to a future date.”

I. BACKGROUND/DISCUSSION

Rezone

The subject property is currently located within the boundaries of the Parker Auto Plaza PD. The applicant is requesting that the property be removed from the Parker Auto Plaza PD and rezoned to a new PD titled Parker and Pine Mixed Use Development. This new PD will update commercial uses and establish development design standards enforceable through an Architectural Control Committee (ACC) and the Town's site plan process. These development standards exceed the Town Design Standards and ensure cohesiveness and compatibility throughout the development. Specific requirements for the highly visible corner of Parker Road and Pine Lane address minimum square footage for both the building footprint and designated 'active outdoor space'. The PD will permit residential multifamily in the southwest corner of the property. A mix of retail/commercial uses that include daycare up to 14, 000 square feet are permitted on the remaining six lots.

Minor Development Plat (MDP)

The site contains 15.925 acres adjacent to Baldwin Gulch Trail and is currently vacant. The MDP will create six commercial lots and one tract (Tract A). This tract is intended for future residential multifamily development. The tract also includes the internal roadway network that will serve both the commercial lots and the multifamily development. A replat of this tract will be required prior to any multifamily development on the site.



II. PRIOR ACTIONS

Date	Action
1994	Annexation and zoning of Maclachlan and Saddletree properties
1995	Annexation and zoning of Listen property
2002	Above properties rezoned Parker Auto Plaza PD
2007	Annexation and zoning of Enclave 3 property - zoned Parker Auto Plaza PD

III. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	Title 32 Overlay District		
PD & Plan Area	Parker Auto Plaza – Block 3		
Master Plan Area	Central Commercial		
Site Acreage	15.925 Acres		
Subdivision	Parker Auto Plaza		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Regional Commercial Retail	Modified Commercial	Goblers Nob Multi-Tenant Retail
South	Central Commercial	Open Space Modified Commercial	Baldwin Gulch Trail- Parker Marketplace II Shopping Center
East	Central Commercial	Modified Commercial	Peakview Shopping Center
West	Central Commercial	PD - Planned Development /Commercial	Vacant

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Central Commercial ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	This is the commercial core of the Town. Growth should focus on core retail, services, offices, lodging, restaurants, entertainment, and to a lesser extent, higher density residential uses. Vertical mixed use is highly encouraged where appropriate.
Consistent Goals/Strategies	Land Use 1.C Land Use 1.F Housing and Neighborhoods 3.A Housing and Neighborhoods 3.B Housing and Neighborhoods 4.C

	Jobs and Economic Vitality 2.A Jobs and Economic Vitality 2.E
Inconsistent Goals/Strategies	None
Staff Analysis	The proposal is consistent with the goals and strategies within the Parker 2035 Master Plan. <u>Land Use and Jobs and Economic Vitality</u> The project provides opportunity for future expansion of the Town's economic base in an appropriate location and has bus access in close proximity to support alternate transportation choices. <u>Housing and Neighborhoods</u> The project provides an additional housing type that will maintain housing options in Parker by meeting the needs of a wide range of the population including young families, professionals and seniors. The development is located adjacent to a bus stop and is in close proximity to E470 and Town commercial areas, allowing for housing opportunities near transportation services.

OTHER MASTER PLANNING DOCUMENTS

OTHER PLANNING DOCUMENTS CONSISTENCY	
Other Planning Documents	Parker Road Corridor Plan
Policies/Guidelines/Strategies	Does not conflict with the Policies and Goals of the Plan.
Consistency Review	☒ Consistent ☐ Inconsistent ☐ N/A
Staff Analysis	This proposal aligns with the Parker Road Corridor Plan. Identified improvements to the Pine Lane intersection are included in the Town's 10 year Capital Improvement Program (CIP) and are scheduled for construction by 2023. The Town has been approved for a grant for these improvements from DRCOG for the 2020-2023 Transportation Improvement Program (TIP) cycle.

V. LAND DEVELOPMENT ORDINANCE

ZONING CONSISTENCY			
Provisions	Existing/Required	Proposed	Analysis
Setbacks/Commercial	Front – 10' min Side – 10' min	Structures are not a part of this proposal.	☐ Consistent

	Rear – 10' min Residential Use – 25'	Required setbacks will be met at time of site plan approval.	☐ Inconsistent ☒ N/A
Setbacks/Residential	The minimum building setbacks in the Residential Planning Area shall be determined at time of site plan, but shall not be more than eighty (80') or less than ten feet (10') from public streets.		
Density/Residential	175 DU's total for the multifamily development.	Tract A, the residential component, will be platted at a future date. Density will be limited to 175 DU per the PD Guide.	☐ Consistent ☐ Inconsistent ☒ N/A
Height/Stories	No building within the Mixed Residential Planning Area shall exceed four (4) stories or sixty feet (60) feet in height, whichever is more restrictive. Building height is limited to three stories for buildings adjacent to Twenty Mile Road.	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☐ Consistent ☐ Inconsistent ☒ N/A
Landscaping	Title 13.06.070	All required streetscape, open space and common area landscape associated with the MDP have been satisfied. Individual lot requirements will be met at site plan approval.	☐ Consistent ☐ Inconsistent ☒ N/A
Off-Street Parking	Title 13.06.050	All parking requirements will be met at site plan approval.	☐ Consistent ☐ Inconsistent ☒ N/A
Staff Analysis	As outlined above, staff has evaluated the requested Rezone and MDP against the requirements in the Parker and Pine Mixed Development PD zoning as well as the standards in the Land Development Ordinance (LDO) and determined that the request complies with the relevant standards.		

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	The Central Commercial District allows for higher density residential uses as part of a development with a mix of uses. No specific density calculation is provided.	The residential density allowed within this PD is 175 DU's - approximately 22 DU/AC. This proposal is consistent with the Master Plan character area. The zoning incorporates a mix of retail and service uses with multifamily residential.	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Allowed Uses	The proposed zoning for this development allows for a mix of business and commercial uses. Higher density multifamily residential uses are also permitted.	Specific commercial uses are not yet known. Compliance with allowed uses for both commercial and residential areas within the PD will be enforced at site plan approval and/or building permit.	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Height/Stories	No building within the Mixed Residential Planning Area shall exceed four (4) stories or sixty feet (60) feet in height, whichever is more restrictive. Building height is limited to three stories for buildings adjacent to Twenty Mile Road.	Structures are not a part of this proposal. Required height will be met at time of site plan approval.	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Staff Analysis	Due to its central location, with access to Parker Road, Dransfeldt Road and Twenty Mile Road, growth in this Character Area should focus on retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses. The uses, density and overall design considerations recommended within the Master Plan for the Central Commercial District are consistent with the proposed PD zoning.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The property is located at the intersection of Parker Road and Pine Lane; providing good transportation connections to major transportation corridors such as E470 and Parker Road. Access into the development will be provided from existing access points on Parker Road, Pine Lane and Twenty Mile Road.

As part of the MDP the applicant has submitted roadway construction plans and will construct the private access roads. These private access roads will provide vehicular and pedestrian connectivity between uses within the development.

The private roadways will conform to Town of Parker criteria. Though the roadways will be located within the multifamily tract they will be maintained by the owner's association.

Connectivity to the local and regional trail system is directly adjacent via Baldwin Gulch Trail. Per the Subdivision Improvement Agreement (SIA), a pedestrian connection to Baldwin Gulch Trail is required within Tract A (The multifamily tract). The specific location will be determined at time of site plan.

An improved bus stop on Parker Road provides an additional alternative for access to and from the development.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.
 - *This project aims to develop a portion of the site as residential which the current zoning does not support. In addition to allowing residential use for the site, a rezone will help to relieve restrictions on the build-to line enabling easier building placement.*

Staff Analysis

Currently the PD contains front building setback criteria that hinder the development of this important corner and the creation of a vibrant and activated space desired by the Town. Additionally, the current zoning does not permit residential uses. the Parker 2035 Master Plan supports multifamily residential at this location in support of the commercial corridor. The use is compatible with surrounding uses including existing multifamily development nearby and new multifamily under construction to the northwest. The mix of commercial and residential uses will encourage activation of this site and also help to create an urban edge along these two major roadways.

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

2. The particular parcel of ground is indeed the correct site for the proposed development.
 - *The project's parcel is in a prominent location with three adjacent*

arterials to the property making it the correct site for the proposed development.

- *The rezoning of this particular site will help to achieve the goals for “Jobs and Economic Vitality” in Ch. 9 of the Parker 2035 Master Plan, including:*
 - *2.A. Nurture and support established businesses and ensure adequate opportunities for future and expanded commercial activity within designated areas of Town, as specified on the General Land Use Plan.*
 - *2.E. Continue to attract new retailers and support existing retailers wishing to expand in order to fill existing vacant space.*

Staff Analysis

The subject property is located on a prominent corner, providing an opportunity to further the economic goals within the Parker 2035 Master Plan with construction of new commercial development. The residential component is compatible with nearby multifamily residential development and provides a transition between Parker Road and more sensitive open space and residential areas to the south and west.

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

3. There has been an error in the original zoning; or
 - N/A

Staff Analysis

An error has not occurred within the original zoning.

4. There have been significant changes in the area to warrant a zone change.
 - *This rezoning application is consistent with the significant zoning changes that have occurred in the adjacent area in recent years. For example, the Westcreek Development (north side of Pine Lane) was rezoned in 2016 to allow a mix of uses including multifamily residential, commercial, retail, and office. Similarly, the Parker Auto Plaza 1st Amendment to the south and west of the site has recently seen increased commercial development taking place, in conformance with the mix of uses allowed in the Parker Auto Plaza Development Guide.*
 - *This request to rezone to a mixed-use Planned Development is also consistent with the “General Land Use Plan” in the Parker 2035 Master Plan, which envisions ‘Central Commercial’ development along major transportation corridors that surround this site, including Parker Road, Twenty Mile Road, and nearby Lincoln Avenue. The Master Plan states that “growth in this Character Area should focus on core retail, services, offices, lodging, restaurants, entertainment and, to a lesser extent, higher density residential uses as part of a development with*

a mix of uses and a design that focuses on vehicular and pedestrian connectivity between uses.”

- *Finally, this rezoning application is in alignment with Goal 1.C of the Master Plan, to “Ensure adequate opportunities for future expansion of our economic base in appropriate locations in the community.”*

Staff Analysis

This area has experienced significant changes in recent years. Improvements to Pine Lane have created alternative connections to and from the commercial core of Town providing an opportunity to expand the Town’s commercial development. There is existing multifamily development to the northwest of the site (The Enclave), and new multifamily development (The Depot and Westcreek Condominiums) to the north.

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

5. Adequate circulation exists and traffic movement would not be impeded by development; and
 - *Existing access points are present and will remain unchanged. A project specific Traffic Impact Study will be supplied which will go over needed improvements.*

Staff Analysis

Town of Parker Engineering has reviewed the submitted traffic study. Satisfaction of any remaining comments regarding traffic will be made a condition of approval.

This condition will ensure that this criterion is met.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
 - *Proposed rezoning will not incur additional municipal service costs. Municipal services cost having been previously addressed during the initial annexation process. Additionally, no public roads or other publicly maintained items are proposed.*

Staff Analysis

This site has been previously platted and utility stubs are in close proximity. Access is existing and will be unchanged by this proposal. Some improvements to the detention pond are needed to ensure water quality. These improvements will be the responsibility of the applicant and will be ensured through the building/public works permit process.

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

7. There are minimal environmental impacts or impacts can be mitigated.
 - *The rezoning application does not adversely impact environmental conditions. Property Owner has been corresponding with representatives from Prairie Dog Protection since August 2018, and has allowed*

concerned citizens to access the site to relocate the prairie dogs. Prairie Dog Protection requested adequate time (through summer 2019) to relocate the prairie dogs, time which was granted. Unfortunately, Prairie Dog Protection and other concerned citizens were ultimately unable to relocate the prairie dogs, so in preparation of construction the Property Owner hired a professional exterminator in November 2019 to remove the prairie dogs from the site in accordance with State and local requirements.

- *We also understand that the Town recently adopted a prairie dog management ordinance (Ordinance 3.353) that would encourage developers 'to partner with non-profit conservation/public interest groups to relocate prairie dogs' before resorting to humane means of extermination. The ordinance further states that if relocation is infeasible or prohibits, 'the applicant shall utilize humane extermination using a professional exterminator' and that 'all products must be approved by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service and the U.S. Environmental Protection Agency.' Although this ordinance was not approved prior to the prairie dog removal, we were proactive in our approach as far back as 2018 and met these requirements before they were adopted.*

Staff Analysis

There were no indications/objections from referral agencies of environmental impacts resulting from this proposal.

Prairie dog mitigation has taken place on this site. This proposal predates the recently adopted ordinance regarding removal of Prairie Dogs from a development site. The applicant is under no obligation to comply with the new ordinance. Nevertheless, information provided by the applicant indicates that concerned citizens and organizations were given the opportunity to remove the animals but were unable to do so. In the absence of this alternative, the applicant has stated compliance with state regulations regarding the removal of the Prairie Dogs.

Future Site Plan applications will be required to meet all applicable Land Development Ordinance (LDO) standards including those that pertain to environmental impacts.

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

8. The proposal is consistent with the Town Master Plan, maps, goals, and policies.
 - *Based on the Master Plan – General Land Use Plan zoning map, Medium Density Residential is directly to the east and west of the current Central Commercial zoning block, where the project lies. Therefore, a mix of residential and commercial uses for the project is in line with the Town Master Plan. The 2035 Master Plan further states that the central commercial district should focus on higher density residential uses as part of a development with a mix of uses, and a design that focuses on vehicle*

and pedestrian connectivity between uses. Therefore, the proposal is consistent with the 2035 Master Plan.

Staff Analysis

As detailed in Section IV of this staff report, the proposed Planned Development zoning is consistent with the Parker 2035 Master Plan.

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

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.
 - *Waste, sewage disposal, and water will be unchanged. With the addition of residential spaces, schools and parks will be impacted, but will be mitigated by fee-in- lieu.*

Staff Analysis

Water and sewer for the project will be provided by Parker Water and Sanitation District. The District's approval of the referral for the project has indicated their ability to provide for the development.

School and Park dedication requirements are applicable only to the residential component of the proposal. These requirements will be met at time of platting for Tract A, the residential component of the proposal.

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

SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments-MDP	Zoning
Aztec	No additional comments	
Building	Advisory comments -General process information	No comment
Century Link	No comment	
Centennial Airport	No comment	Advisory comment- Recommend Avigation Easement.
Cherry Creek Basin Water Authority	No comment	
Colorado Dept of Transportation	No Comment	
Comcast	No comment	

Comprehensive Planning	No comment	Advisory comments in support of the proposal.
Douglas County Assessor	No comment	
Douglas County Planning	No comment	
Douglas County Schools	No comment	
E470 Highway Authority	No comment	
Economic Development	Approved	
Fire Life Safety	Approved	No comment
IREA	Approved	
Parker Automotive Metro District	No comment	
PSCO	No conflict	No comment
RTD	Approved	No referral sent
Tri County Health	Completed	No referral sent
TOP engineering	Minor corrections needed- will be a condition of approval.	No referral sent

VIII. CONCLUSION

This proposal will remove the subject property from the Parker Auto Plaza Filing 1 Plat and PD. The property will be rezoned Parker and Pine Mixed Use Development PD and replatted as Parker and Pine Minor Development Plat. The new PD zoning will update commercial uses and add multifamily residential as an allowed use. The replat will create six commercial lots and one tract. A replat of Tract A will be required prior to any multifamily development on the site.

This site is located within the Central Commercial District of the Master Plan. The uses, density and overall design considerations recommended for this district are consistent with the proposed PD and with the nine approval criteria for rezoning requests. The applicant has demonstrated compliance with the requirements of the Land Development Ordinance for Minor Development Plats.

Therefore, staff is recommending that the Planning Commission recommend approval of the Parker and Pine Mixed Use Development PD. Staff also recommends approval of the Parker and Pine Minor Development Plat subject to the condition contained in staff's report.

IX. RECOMMENDED CONDITIONS (Parker and Pine Minor Development Plat)

1. Prior to recordation, the applicant will satisfy all engineering comments related to

SUB18-020.

X. ATTACHMENTS

Zoning

1. Planned Development Guide and Design Standards
2. Rezone Exhibit
3. Zoning Referral Agency Comments
4. Draft Ordinance No. 3.193.4 -remove from Parker Auto Plaza
5. Draft Ordinance No. -rezone to Parker and Pine

Replat

6. Minor Development Plat
7. Landscape Plan
8. Replat referral agency comments
9. Applicant's Prairie Dog Mitigation Statement

Report Approved By: Bryce Matthews, Planning Manager



Eisenberg Property Vicinity Map



ORDINANCE NO. 3.193.4, Series of 2020

TITLE: A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 3.193, SERIES OF 2002, BY THE DELETION OF CERTAIN PROPERTY FROM THE PD-PLANNED DEVELOPMENT AREA KNOWN AS PARKER AUTO PLAZA

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in the attached **Exhibit A**, within the Town of Parker, Colorado, as PD-Planned Development within the property known as Parker and Pine Planned Development (the “Property”), pursuant to Town of Parker Land Development Ordinance.

a. Public notice has been given of such rezoning by publication on the Town of Parker’s website, at least fifteen (15) days prior to the public hearing of such rezoning.

b. Written notice was sent by first class mail to all owners of property that abuts the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the property for fifteen (15) consecutive days prior to said hearing.

e. The factors contained in Section 13.04.240(b)(6)(f) of the Parker Land Development Ordinance for rezoning of the property described in Exhibit A to PD-Planned Development have been satisfied.

Section 2. The Property identified in Exhibit A is hereby deleted from the PD-Planned Development area known as Parker Auto Plaza, and is rezoned as more particularly set forth in Ordinance No. 3.355, approved concurrently herewith.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the title to this

Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

Legal Description

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11" EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NONTANGENT CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14" EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NONTANGENT CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NONTANGENT CURVATURE;
19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH 77°59'36" EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF 17°27'40", AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH 03°16'34" WEST A LENGTH OF 191.56 FEET;
20. NORTH 05°27'16" EAST, 123.41 FEET TO A POINT OF NONTANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH 84°33'45" EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF 84°26'53", AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH 47°40'43" EAST A LENGTH OF 178.76 FEET;
22. NORTH 00°04'57" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.

ORDINANCE NO. 3.355, Series of 2020

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE PARKER AND PINE PROPERTY TO PD-PLANNED DEVELOPMENT PURSUANT TO THE PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for rezoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado, to PD-Planned Development, pursuant to the Parker Land Development Ordinance.

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

c. Written notice was sent by first class mail to all owners of property that abut the Property, at least fifteen (15) days prior to the public hearing.

d. Notice of such proposed hearing was posted on the Property for fifteen (15) consecutive days prior to said hearing.

e. The requirements of Section 13.04.240 of the Parker Land Development Ordinance for rezoning of the Property have been satisfied.

Section 2. The Property is hereby zoned as provided in the Development Plan and the Development Guide, as provided in **Exhibit 2**, which is attached hereto and incorporated by this reference. The uses permitted for the Property are specifically described in Exhibit 2.

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

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

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper

legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

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

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

Legal Description

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF THE DOUGLAS COUNTY RECORDS;

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22. NORTH 00°04'57" WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.

Parker and Pine Mixed Use Development Planned Development Guide

May 29, 2020

Prepared for: EVT Parker Colorado, LLC
c/o: Eisenberg Company, Inc.
2710 E. Camelback Road, Suite 210
Phoenix, AZ 85016

Prepared by: Kimley-Horn and Associates, Inc
4582 S. Ulster Street, Suite 1500
Denver, CO 80237

Parker and Pine Mixed Use

Development Guide

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SECTION I - OBJECTIVE, PURPOSE, INTENT, APPLICATION

A. Objective:

The objective for the Parker and Pine Mixed Use Development is to create a viable commercial center in response to the accelerated development of the E-470 Corridor at the northwestern edge of the Town of Parker. Such a development will offer the opportunity for a blend of office, commercial, hospitality, and multi-family uses.

B. Purpose:

The purpose of the Parker and Pine Mixed Use Planned Development Guide (hereinafter sometimes referred to as "Development Guide") is to establish standards for the comprehensive development and improvement of the property. The Development Guide will provide opportunities for innovative design and the necessary flexibility for changing community needs.

C. Intent:

The intent of the Parker and Pine Mixed Use Planned Development is to create better opportunities for community growth within the Town of Parker. This will include a variety of uses including multi-family, office, and commercial development. The Parker and Pine Mixed Use PD provides the development standards that will encourage and promote innovative development to help enhance the character and quality of the Town of Parker.

The intent of the Development Guide is to establish specific criteria for the comprehensive development and improvement of the property. The standards will help guide the development in an orderly manner to provide the residents of Parker with a comfortable place to work, play and shop.

In support of the Town of Parker's 2035 Master Plan, it is the intent of this Development Guide to direct and encourage the following:

1. Provide for commercial, retail, restaurants, entertainment, and higher density residential to support a pedestrian environment;
2. Provide for a well-located mixed-use development that creates a sense of community among those who work, live, and play in the environment;
3. Encourages quality commercial, retail, and services uses that ensure adequate opportunities for future expansion of our economic base in an appropriate location in the community;
4. Encourage innovative approaches to mixed-use development meet the growing demands of the population;
5. Encourage the development of a community incorporating the best features of modern design;
6. Encourages an alternative development type which will minimize the strain on existing and future facilities in and around the Parker and Pine Mixed Use Planned Development. The efficient mixing of uses in the development is intended to reduce vehicle trips and reinforce the walkability of the community;
7. Conserve and enhance the value of the land; and
8. Encourages a sensitive design and layout that integrates the land's natural characteristics to protect the native landscape and topographical features with the built environment of commercial, retail, service, and higher density residential.

D. Application:

Standards for development shall apply to all property contained within the Parker and Pine Mixed Use Development that is illustrated on the Development Plan. The regulations and requirements shall become the governing standards for review, approval and modification of all development activities occurring on the site.

Provisions of this guide shall prevail and govern the uses permitted within the area defined as the Parker and Pine Mixed Use PD. This guide only supersedes the specific zoning category, not the Town of Parker's Municipal Code, as amended.

END OF SECTION

SECTION II - AUTHORITY

A. Authority:

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

B. Adoption:

The adoption of this Development Guide shall evidence the findings and decision of the Town Council of the Town of Parker that this Development Guide for Parker and Pine Mixed Use Planned Development is authorized by the provisions of Section 13.04.150 of the Town of Parker Land Development Ordinance.

C. Enforcement:

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

D. Relationship to Town Regulations:

The provisions of this Development Guide shall prevail and govern the development within the Parker and Pine Mixed Use Planned Development. Where the provisions of the Development Guide do not address a specific subject, the provisions of the Town of Parker Municipal Code, as amended, or other applicable ordinances, resolutions or regulations of the Town of Parker shall prevail.

E. Architectural Control Committee:

The Parker and Pine development is controlled by an Architectural Control Committee (ACC) whose Design Guidelines are attached as Exhibit A. All development will be subject to review and approval by the Parker and Pine ACC, subject further to Town approval, as provided by the Town of Parker Municipal Code.

F. Conflicts:

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

END OF SECTION

SECTION III - CONTROL PROVISIONS

A. Control Over Use:

After the adoption of this Development Guide by the Town Council of the Town of Parker and subject to the provisions of Section 13.04.230 (Non-Conforming Situations) and these Development Standards, in conjunction with the Town of Parker Land Development Ordinance, shall control development and land use including the following:

1. Any new building or other structure, and any parcel of land, or land use; and
2. The use of any existing building, other structure or parcel of land may be changed or extended; and
3. Any existing building or other structure may be enlarged, reconstructed, structurally altered, converted or relocated provided changes are in accordance with this Development Guide and the Development Plan.

For any purpose permitted or required by the provisions of this Development Guide applicable to the area in which the building, other structure or parcel of land is located, and for no other purpose. Such use, change, extension, enlargement, reconstruction, structural alteration, conversion or relocation shall be subject to all other standards and requirements set forth or referred to in the standards and requirements for that area, and to any other applicable standards and requirements of this Development Guide.

B. Control Over Location and Bulk:

After the adoption of this Development Guide by the Town Council of the Town of Parker and subject to the provisions of Section 13.04.230 (Non-Conforming Situations) of the Town of Parker Land Development Ordinance, the location and bulk of all buildings and other structures, existing and future, shall be in conformity with:

1. All standards and requirements set forth or referred to in the standards and requirements for the area in which such buildings and other structures are located; and
2. Any other applicable standards and requirements of this Development Guide.

C. Incorporation of Development Plan:

The development of the "Parker and Pine Mixed Use Planned Development", including the type, location and boundaries of land use areas, the circulation elements, and the densities established by this Development Guide, are shown upon the "Parker and Pine Mixed Use Development Plan" (hereinafter sometimes referred to as "Development Plan"), which Development Plan is hereby incorporated by reference into this Development Guide together with everything shown thereon and all amendments thereto.

D. Planning Area Boundaries:

The boundaries and acreage of all Planning Areas within Parker and Pine Mixed Use Planned Development are shown on the Development Plan.

Amendments to planning areas shall be subject to Section 13.03.030 of the Town of Parker Municipal Code.

END OF SECTION

SECTION IV - GENERAL PROVISIONS

- A. Purpose:
The purpose of this section is to provide general provisions and clarifications of standards and requirements for development that will occur in the Parker and Pine Mixed Use Planned Development.
- B. Relationship to the Town of Parker Roadway Design and Construction Criteria Manual, as Amended:
Regarding public roadways, all provisions of the Town of Parker Roadway Design and Construction Criteria manual, as amended, and successors thereof, as now in effect and is hereafter amended, are by this reference incorporated herein as if set forth in full.
- C. Conflicts:
Where there is more than one provision within the Development Guide that covers the same subject matter, the provision which is most restrictive or imposes higher standard or requirements shall govern unless determined otherwise by the Community Development Director.
- D. Utility Connections:
Connection to Parker Water and Sanitation District facilities shall be required for each principal building constructed in the future within the Parker and Pine Mixed Use Planned Development.
- E. Underground Utility:
All electrical and communication distribution lines shall be placed underground.

END OF SECTION

SECTION V – COMMERCIAL AREAS I and II (Planning Areas 1 and 2 on PUD Rezoning Map)

A. Intent:

The Commercial planning areas provide for the opportunity to offer flexibility with the land planning and site development within a defined framework of excellence. The planning areas can be developed with supporting retail, office, and commercial uses. The flexibility in land uses provides the framework to combine supporting uses and allows development to respond to changing market conditions. The development standards will help assure quality improvements in the Town of Parker. The Commercial planning areas will help build a commercial node in the Town of Parker where you can work, shop and play.

All development shall comply with the *Commercial Design Standards* outlined within the *Town of Parker Development Design Standards*, referenced within Section 13.10.200 of the Parker Municipal Code, as amended, unless otherwise stated in these standards.

B. Commercial Land Uses Permitted by Right:

1. Antique Shops
2. Art Supplies
3. Bakeries
4. Banks without drive-through
5. Bars and Lounges
6. Breweries and Distilleries
7. Consignment Stores
8. Clothing Stores
9. Craft and Hobby Shops
10. Daycare no larger than 14,000 square feet, subject to Section V.D.6
11. Drug stores; may include pharmacies
12. Eating and Drinking Establishment; drive in and/or carry out subject to Section V.D.5
13. Electrical and Household Appliances
14. Financial Institutions without drive-through
15. Florists
16. General Merchandise/Retail Sales and Services
17. Gift Shops
18. Grocery Stores
19. Jewelry Stores
20. Liquor Stores
21. Microbrewery
22. Music Shops
23. Offices
24. Office Supplies; may include computer and phone sales
25. Outpatient veterinary facilities where no kenneling of animal is proposed, no larger than 3,500 sq. ft.
26. Personal Service no larger than 3,500 sq. ft.; including dry cleaning services without onsite processing, therapeutic massage, and reflexology
24. Fitness Studio no larger than 3,500 sq. ft.
25. Health Club and spas no larger than 3,500 sq. ft.
26. Instructional services no larger than 3,500 sq. ft.
27. Pet Shops
28. Restaurants and other Eating Establishments
29. Shoe Stores

30. Sporting Goods and Athletic Equipment
31. Toy and Game Stores
32. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director.

C. Commercial Land Uses Permitted by Special Review:

1. Hotels
2. Daycare in excess of 14,000 square feet, subject to V.D.6

D. Development Standards:

1. **Minimum Building Size.** The minimum building square footage for the lot located at the corner of Parker Road and Pine Lane in the Commercial Area I is 17,000 square feet. Square footage between 12,000 and 17,000 may be approved at the discretion of the Planning Director where the following apply:
 - The development is entirely retail
 - the development is a single user building, not a multi-tenant building.
2. **Setbacks.** The minimum building setbacks in the Commercial Planning Areas shall be:
 - Front: 10'
 - Side: 10'
 - Rear: 10'
 - Residential Use: 25'
3. **Lot Width.** No lot shall be less than 120 feet (120') wide.
4. **Building Height.** No building within the Commercial Planning Areas shall exceed forty-five (45) feet in height except by special review.
5. **Drive-through Uses.**
 - No drive-through use shall be within a 300-foot radius of the Pine Lane and Parker Road center line intersection.
 - No more than two (2) drive-through uses shall be permitted within the Commercial Planning Area.
6. **Daycare Use.**
 - No more than 1 daycare use shall be permitted within Commercial Area II only. No daycare use is permitted in Commercial Area I.
7. **Personal Service Uses.**
 - No more than 7,500 sq. ft. personal service uses shall be permitted within Commercial Planning Area 1, unless otherwise approved by the Planning Director.

END OF SECTION

SECTION VI – HIGHWAY ORIENTED COMMERCIAL (Planning Area 3 on the PUD Rezoning Map)

A. Intent:

This section establishes standards for the Highway Oriented Commercial use area designated on the plan, which will provide for planned, orderly development, meeting the automotive and retail needs of the community as it develops.

All development shall comply with the *Commercial Design Standards* outlined within the *Town of Parker Development Design Standards*, referenced within Section 13.10.200 of the Parker Municipal Code, as amended, unless otherwise stated in these standards.

B. Highway Oriented Commercial Land Uses Permitted by Right:

- a. Antique Shops
- b. Art Supplies
- c. Bakeries
- d. Bars and Lounges
- e. Breweries and Distilleries
- f. Car Wash; may include automatic or coin operated as a principal use
- g. Clothing Stores
- h. Convenience Stores; may include sales of gasoline and automotive fuel products
- i. Craft and Hobby Shops
- j. Drug stores; may include pharmacies
- k. Eating and Drinking Establishment; drive in and/or carry out, subject to V.D.5.
- l. Electrical and Household Appliances
- m. Financial Institutions with drive-through
- n. Florists
- o. General Merchandise/Retail Sales and Services
- p. Gift Shops
- q. Grocery Stores
- r. Hotels and motels, including restaurants, gift shops, and other accessories
- s. Indoor Amusement and Recreational Establishments
- t. Jewelry Stores
- u. Liquor Stores
- v. Microbrewery
- w. Music Shops
- x. Offices
- y. Office Supplies; may include computer and phone sales
- z. Personal Service no larger than 3,500 sq. ft.; may include, but are not limited to:
 - bb. Fitness Studio, maximum 3,500 square feet
 - cc. Health Club and spas, maximum 3,500 square feet
 - dd. Instructional services, maximum 3,500 square feet
 - ee. Pet Shops
 - ff. Restaurants and other Eating Establishments
 - gg. Shoe Stores
 - hh. Sporting Goods and Athletic Equipment
 - ii. Toy and Game Stores
 - jj. Veterinary clinics, provided only household, domesticated animals are treated, and there is no provision for overnight kenneling of animals
 - kk. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director

- C. Highway Oriented Commercial Land Uses Permitted by Special Review:
- a. Ambulance Services
 - b. Automobile sales (new and used), rental and leasing
 - c. Automobile and truck service and repair facilities
 - d. Sales, leasing and rental of motorized equipment
 - e. Emergency Care Facilities
 - f. Display Parking of Automotive Vehicles; may include motorcycles, recreational vehicles, and other type of motorized vehicle) for sale with the front or side yard setback of a lot
- D. Development Standards:
- a. Setbacks. The minimum building setbacks in the Commercial Planning Area shall be determined at time of site plan, but shall not be more than eighty (80') or less than ten feet (10') from public streets.
 - b. Building Height. No building within the Commercial Planning Area shall exceed forty-five (45) feet in height except by special review.

END OF SECTION

SECTION VII – MIXED RESIDENTIAL (Planning Area 4 on the PUD Rezoning Map)

A. Intent:

The mixed residential planning area provides for the opportunity to offer flexibility with the land planning and site development. The planning area can be developed with variety of high-density residential uses. The land uses allow housing to promote a sustainable mixed-use environment. The residential land use should promote a pedestrian-oriented environment

B. Residential Land Uses Permitted by Right:

- a. Multi-family
- b. Mixed-Use Residential; includes residential above first floor retail/commercial/office
- c. Retail/commercial/office in support
- d. Convenience retail; without gas pumps
- e. Office/professional, accounting, law, consulting
- f. Retail sales
- g. Bar and Lounge
- h. Eating Establishment; without drive-through
- i. Personal Services, not to exceed 3,500 square feet may include, but are not limited to:
- j. Fitness Studio, maximum 3,500 square feet
- k. Health Club and spas, maximum 3,500 square feet
- l. Instructional services, maximum 3,500 square feet
- m. Single-Family Attached; Townhome
- n. Open Space
- o. Public Plazas, Courts and Gathering Spaces
- p. Recreation Center – Club House for private use to serve the residential development
- q. Other uses determined to be appropriate and reasonably similar as determined by the Planning Director.

C. Development Standards:

- a. Residential Uses. Not to exceed 175 dwelling units for the Mixed Residential Planning Area.
- b. Setbacks. The minimum building setbacks in the Residential Planning Area shall be determined at time of site plan, but shall not be more than eighty (80') or less than ten feet (10') from public streets.
- c. Building Height. No building within the Mixed Residential Planning Area shall be exceed four (4) stories or sixty feet (60) feet in height, whichever is more restrictive. Building height is limited to three stories for buildings adjacent to Twenty Mile Road.
- d. Minimum Lot Area. None.
- e. Personal Service Uses. No more than 6,000 square feet of personal service uses shall be permitted within the commercial planning areas. At the discretion of the Planning Director, this may be increased by 25% to a maximum of 7,500 square feet provided that:
 1. There is a minimum of 10% floor space dedicated to a retail component of the personal service use or
 2. The specific use proposed is not available within a ½ mile radius of the development.

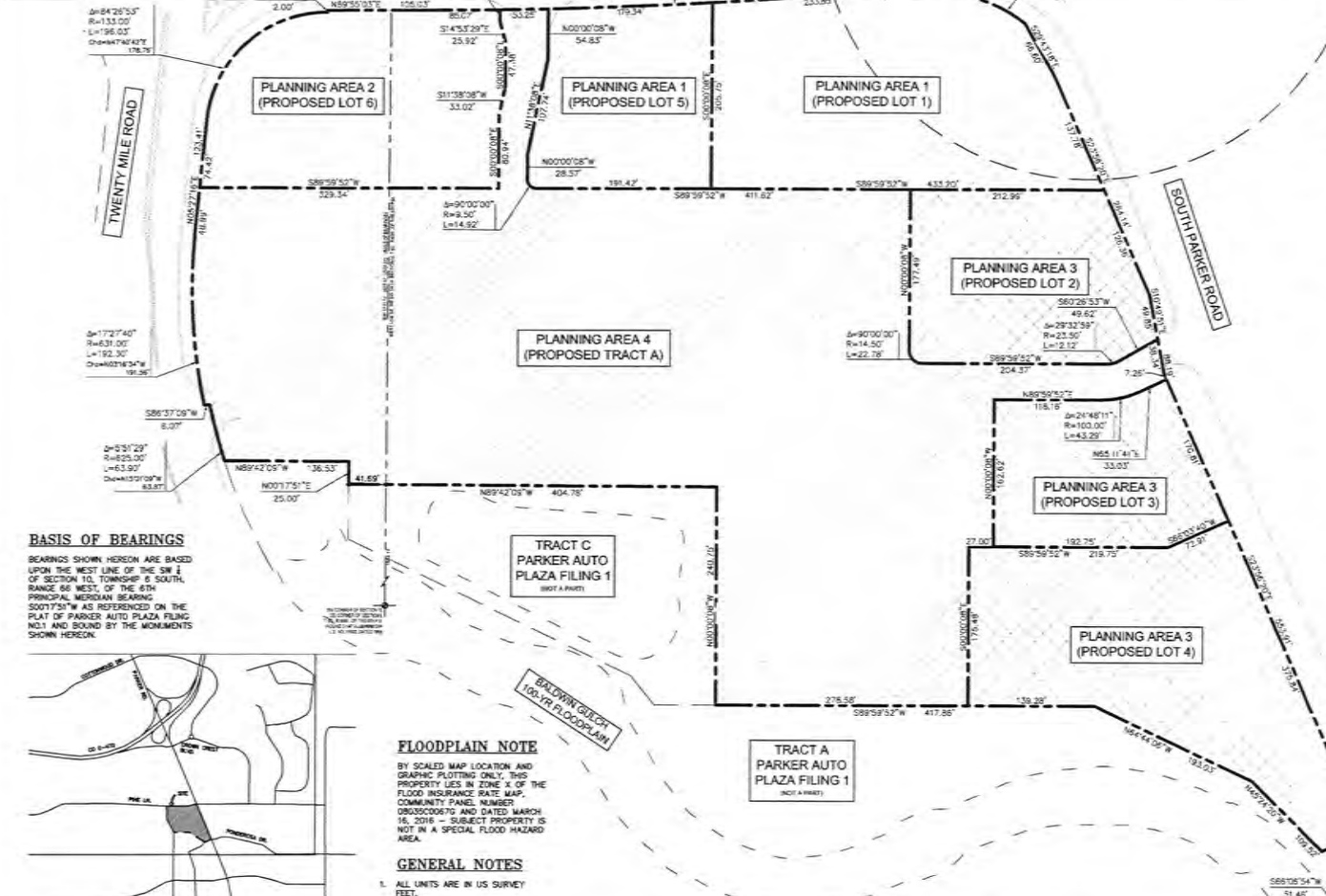
END OF SECTION

PARKER AND PINE PLANNED DEVELOPMENT - DEVELOPMENT PLAN

A PARCEL LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9 AND THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

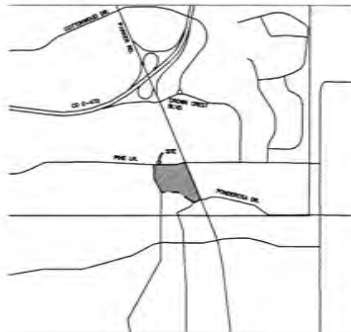
LEGEND

- PROPERTY LINE
PA - 1 (COMMERCIAL)
PA - 2 (COMMERCIAL)
PA - 3 (HIGHWAY ORIENTED COMMERCIAL)
PA - 4 (MIXED RESIDENTIAL)



BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED UPON THE WEST LINE OF THE SW 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST, OF THE 6TH PRINCIPAL MERIDIAN BEARING S00°17'51"W AS REFERENCED ON THE PLAT OF PARKER AUTO PLAZA FILING NO.1 AND BOUND BY THE MONUMENTS SHOWN HEREON.



VICINITY MAP
1" = 2,000'

FLOODPLAIN NOTE

BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 0805000670 AND DATED MARCH 16, 2016 - SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

GENERAL NOTES

- ALL UNITS ARE IN US SURVEY FEET.
- THE PARKER AND PINE PLANNED DEVELOPMENT EXHIBIT ILLUSTRATES PROPOSED LAND USES AND SITE DATA. LAND USE ACRES ARE APPROXIMATE. THE PLAN IS INTENDED TO ALLOW FOR CHANGES AND REPRESENT THE EXACT ACRES OF THE PLANNING AREAS WILL BE DETERMINED DURING PREPARATION OF INDIVIDUAL SITE IMPROVEMENT PLANS AND PLATS.

ZONING MAP EXHIBIT

LAND USE SUMMARY TABLE

PLANNING AREAS	SQ. FT.	ACRES	PERCENT	LOTS INCLUDED
PA-1 COMMERCIAL	119,719	2.7484	17.2%	LOTS 1 & 5
PA-2 COMMERCIAL	60,131	1.3804	8.7%	LOT 6
PA-3 HIGHWAY ORIENTED COMMERCIAL	185,482	4.2589	23.6%	LOTS 2, 3, & 4
PA-4 MIXED RESIDENTIAL	348,537	8.0243	50.3%	LOT 7
TOTAL PLANNING AREA	694,869	15.9520	100%	

*LOT DESIGNATIONS ARE PER THE PLAT OF THE NAME PARKER AND PINE FILING 1

LEGAL DESCRIPTION

LOT 1, BLOCK 5 PARKER AUTO PLAZA FILING NO. 1, 1ST AMENDMENT TO BE REPLACED AS PARKER AND PINE FILING 1, COUNTY OF DOUGLAS, STATE OF COLORADO

EXISTING ZONING

PARKER AUTO PLAZA 1ST AMENDMENT PLANNED DEVELOPMENT - TOWN OF PARKER

PROPOSED ZONING

PARKER AND PINE PLANNED DEVELOPMENT - TOWN OF PARKER

PROPERTY OWNER SIGNATURE

EVT PARKER COLORADO, LLC AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____ SIGNATURE _____ PRINT NAME AND TITLE _____
NOTARY: _____
STATE OF _____
COUNTY OF _____
THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY _____
WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, CHARLES N. BECKSTROM, A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS ZONING MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THIS MAP ACCURATELY DELINEATES THE PARCEL OF LAND TO BE ZONED IN THE TOWN OF PARKER, COLORADO.

CHARLES N. BECKSTROM
PROFESSIONAL L.S. NO. 33002
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY

TOWN COUNCIL CERTIFICATE

THIS DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER ON THE _____ DAY OF _____, 20____, FOR THE PROPERTY DESCRIBED AS THE PARKER AND PINE PLANNED DEVELOPMENT. THE ZONING INFORMATION SHOWN HEREON WAS CONFIRMED WITH THE ADOPTION OF ORDINANCE NO. _____

MAYOR, TOWN OF PARKER

ATTEST: TOWN CLERK

PLANNING COMMISSION CERTIFICATE

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

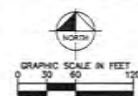
COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE PLANNING COMMISSION

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF DOUGLAS } SS
I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____, 20____ A.D., AT _____ AM/PM AND WAS RECORDED AT RECEPTION

NO. _____

COUNTY CLERK AND RECORDER



Kimley Horn

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
4542 SOUTH ULSTER STREET, SUITE 1500, DENVER, CO 80237
PHONE: 303-528-1200

Exhibit A

Parker & Pine Mixed Use Development Design Standards

Prepared for:
EVT Parker Colorado, LLC
c/o: Eisenberg Company, Inc.
2710 E. Camelback Road, Suite 210
Phoenix, AZ 85016

Purpose

The Parker & Pine Mixed Use Development is a future mixed-use center at the E-470 Corridor at the northwestern edge of the Town of Parker. Such a development will offer the opportunity for a blend of office, commercial, hospitality, and multi-family uses. This document’s purpose is to describe and explain an overview of the building and design standards for such structures (the “PD Standards”). This document is in compliance with the Town of Parker’s Development Design Standards adopted November 2019 (the “Town Design Standards”). In the event of a conflict with the Town Design Standards and the PD Standards, the Town’s Design Standards shall control. For information regarding urban and site design, and for further details on each of the sections presented below please refer to the Town of Parker’s Development Design Standards.

The primary objectives in establishing these development guidelines are:

- o To create consistency in materials and architectural design throughout the development.
- o To achieve a harmony of each building and area of development with neighboring buildings and areas of development.
- o To ensure a well-planned and well-maintained development at this important entry intersection to the Town of Parker.
- o To improve the visual image of the Town along one of its most heavily used arterials.
- o To promote a pedestrian friendly suburban environment in order to create a high quality livable community that embraces the principals of smart growth.
- o To create a greater sense of place and heritage within the Town by requiring commercial and industrial development to be designed in a manner that is germane to the Town as a whole.

In order to facilitate the development process, it is encouraged that each property owner provide their project architect, contractor and engineers with a copy of the PD Standards.

Pine and Parker Mixed Use Development Standards

Purpose: To create a composition of buildings that are high-quality, well-scaled, appropriate for their contexts, relative to human scale, sustainable and timeless.

A. Building Composition and Elements

Intent:

Organize the basic elements of a building such as walls and openings, to create a recognizable rhythm, increase visual interest and create a pedestrian-friendly environment at the street level.

Standards:

1. Bays – Buildings shall include a cadence of bays that is continuous throughout the façade creating a balanced design. Two or three bays should be selected to be larger and taller in scale. Their parapets should extend a minimum of **24”** past the overall building parapet heights. Parapets shall also be aligned with the vertical breaks in building walls and/or tenant walls. The pattern of bays, walls, and opening should be expressed in all sides of the building.
2. Fenestration - To activate the street and create visual interest, arrange windows and other openings with transparent features to include clear glazing on each façade of the building. See Town Design Standards for required transparency percentages of the ground-floor level façade.
3. Form and Massing – This design breaks down massing vertically and horizontally with bays, parapet variations and a consistent height for wainscoting, storefront, and trellis-style awnings. The front façade of each tenant space is to be primarily storefront to achieve street activation and pedestrian-scaled building design. Varied parapet roof lines are to be implemented to add visual interest. These PD Standards contain a variety of colors and materials which should alternate throughout building to avoid dull and repetitive façades. Materials described further on last page. Since these are multi-tenant buildings, there shall be vertical massing breaks at tenant party walls with changes in the plane of the facade of the building sufficient to create a visible shadow line.
4. Equipment - Mechanical and utility equipment must be screened. It shall not be visible from any street or pedestrian way.

B. Approaches to Composition

Intent:

Encourage diversity in the design of buildings and streetscapes that facilitate walking and pedestrian activity. The following options for building composition are appropriate and meet the Town Design Standards.

Standards:

1. This site will be designed under Option 1 of the Town Composition Standards - Composing a Building as a Single Design contained in the Town Design Standards. The constant color palette across the building includes beige and grey brick and EIFs (no more than 30% in the front façade) and massing broken down with a change in material as an accent (wood-tone and grey siding). Complementary design features and materials are trellis-style awnings at each tenant space in grey or black metal. Additionally, the corner tenant space will be designed to appear to be one and a half to two stories in height, and may include larger amounts of storefront to create an engaging and visually interesting anchor piece. Note: this document describes selected colors generically. A list of specific suggested finished can be found on the next section.
2. Trellis-Style Awnings will serve as overhangs at entries that will protrude a minimum of 2 feet beyond the supporting wall.
3. Lot 1, at the northeast corner of the site, shall provide a minimum of 2,000 SF of active outdoor space for a multi-tenant building or 1,000 SF of active outdoor space for a single tenant building. Other tenant spaces that are conducive to outdoor seating (such as restaurants and coffee shops) are encouraged to also provide outdoor spaces. Determining the tenant spaces where it is appropriate to include such an outdoor space will be dependent on the type of service provided and whether end users will benefit and make use of an outdoor option, and ultimately be decided on a case by case basis at the discretion of the Town. Specific size and locations of these potential outdoor spaces or patios will be agreed upon between the Town and the future tenant.
4. Under the Parker Municipal Code, commercial buildings have a maximum height requirement of **35 feet**. Under the Town Design Standards, buildings are required to have taller massing with a minimum height of 25 feet along the entire façade adjacent to a public roadway with the higher traffic volume. The taller massing must have a depth of at least 20 feet.

Exterior Building Palette

These PD Standards contain authentic high quality building materials from a variety of manufacturers. Please see details on the next section. The selected materials include brick, EIFs (no more than 30%), lap siding, metal and storefront. This result is an aesthetically-pleasing design that integrates surface texture and detailing that help reduce the building massing (both vertically and horizontally).

The application of these building materials must be applied and articulated in a balanced manner to complement the building design. The additional accent materials: Lap siding and metal are intended to provide architectural interest and provide for a balanced building design. Any deviation from this list of materials requires approval from the Architectural Control Committee (ACC) and must be in compliance with the Town Design Standards.

A. Exterior Building Material Requirements

Intent:

Present an image of high-quality and permanence to ensure that the buildings on this site are well-designed, durable in the Colorado climate and will complement the surrounding context.

Standards

1. Masonry Base Requirements

These PD Standards encourage the use of brick for the entire height of certain bays. In lieu of this, or in addition to, these standards require brick wainscoting throughout all sides of the buildings to create a base-middle-top visual proportion.

2. Window and Storefront Requirements

All windows must be a true window product and not a faux window. Faux windows are not permitted on any commercial or industrial building design. Window mullions shall match the color palette described in this document and must be complementary to the building design. Additionally storefront walls at the entry of each tenant space shall be **10ft** in height to convey human scale.

3. Exterior Insulation Finishing System (EIFS) Requirement

EIFS shall not be used as a primary building material and shall only be used as an accent application on any building façade. It may be used in combination with other exterior building materials on the side and rear of the building, and shall comprise no more than **30%** of the total street facing façade. EIFS may be used on upper floors of buildings three stories or greater in height and shall comprise no more than 30% of the total street facing façade and shall be applied as color integrated, with a high quality finish/texture when used on any building facade.

EIFS Alternative Compliance: (Building Façade Material Incentive)
If an applicant includes exceptionally designed building elements constructed of high quality materials on the first two stories of the building, as determined by the Planning Director, the applicant may qualify for **25%** increase to the EIFS and Stucco requirement.

B. Selected Materials and color palettes

Intent:

Exterior color palettes shall be cohesive and compatible with the colors of nearby structures and shall be used to enhance, unify, and complement the building design.

Wall Materials:

Blonde Brick
Grey Siding
Two-tone “wood-looking” siding
EIFs (up to 25%)

Storefront: Black + Clear
Black
Anodized Aluminum
Glazing

Parapets:

Metal coping pre-finished to match adj. wall

Trellis:

Grey or Black Metal

Columns/Pilasters:

EIFs and blonde brick

Doors/Windows:

Black metal framing
Grey Metal
Glazing

Overall Colors:

Base: Beige
Accents: Grey, Black, Wood

Awnings:

Black + Grey trellis style awnings or Canvas style awnings.
Color to accommodate national corporate branding, provided all requirements of the Town Design Standards are met.

Proposed specified finishes:

- Brick: Insterstate Brick; Almond; by Basalite – Or similar in style
- Brick: Insterstate Brick; Platinum; by Basalite – Or similar in style
- Metal: Black (06) and Charcoal (17) 26 gauge; matte finish; by Metal Sales – Or similar in style
- EIFs: 110 VanDyke Sand Pebble and 139 Adobe Accent ; Self-draining system; by Dryvit – Or similar in style
- Lap Siding: Hardie Board Siding; River Rock two-tone finish; Rustic series collection by Woodtone – Or similar in style
- Lap Siding: Hardie Board Siding; Aged Silver; Color Select collection by Woodtone – Or similar in style

These standards will allow a brand or franchise to add up to two (2) of their own branding colors as minor accents. These color deviations related to branding shall be minimal and accessory in nature. This is to encourage brands to still be able to convey their signature palette while also honoring the overall cohesive design intent of the site.

(Please see next page for color elevation example showing required materials and required building design and composition)

Parker & Pine Mixed Use Development Conceptual **Design Materials**

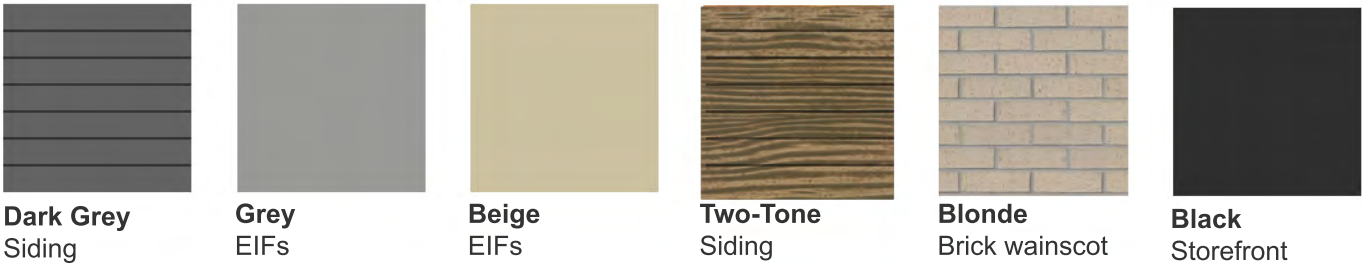
Prepared for:
EVT Parker Colorado, LLC
c/o: Eisenberg Company, Inc.
2710 E. Camelback Road, Suite 210
Phoenix, AZ 85016



Overall Colors:
Base: Beige
Accents: Grey, Black, Wood

Note: Per the town’s standards, tenants are allowed to include two (2) of their own branding colors as part of their building design in addition to the selected overall colors. This is to support branding consistency while also honoring the overall cohesive design of the pad site.

The colors and materials shown below are generic and for conceptual design intent only, and may be subject to change. Specific manufacturer, finish, and color name and number will be selected at the desgin development stage.



A REPLAT OF LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1
SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 3

LEGAL DESCRIPTION:

DEDICATION STATEMENT:

ACKNOWLEDGMENT:

OWNER:

BY: _____
SIGNATURE PRINT NAME AND TITLE

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:

- SURVEYOR CERTIFICATION:**

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20____.



TITLE VERIFICATION:

FIDELITY NATIONAL TITLE INSURANCE COMPANY	DATE
---	------

NOTARY:

STATE OF _____)
) SS
COUNTY OF _____)

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____
BY _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON THE _____ DAY
OF _____, 20_____.

PLANNING DIRECTOR,
ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL:

LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2004113377.

TOWN OF PARKER, DIRECTOR OF
COMMUNITY DEVELOPMENT

TOWN OF PARKER, DIRECTOR OF
ENGINEERING

CLERK AND RECORDER:

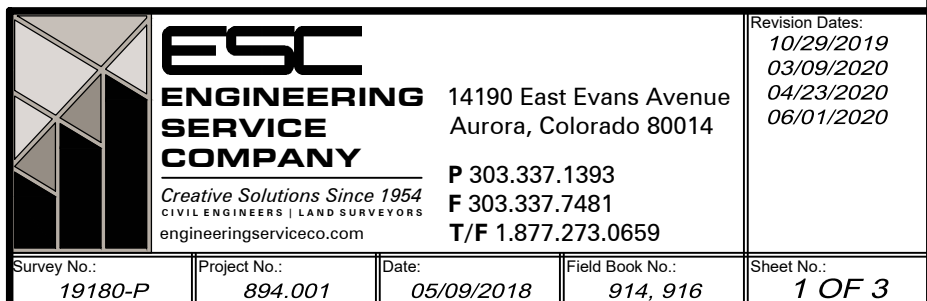
STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

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

OWNER/APPLICANT:

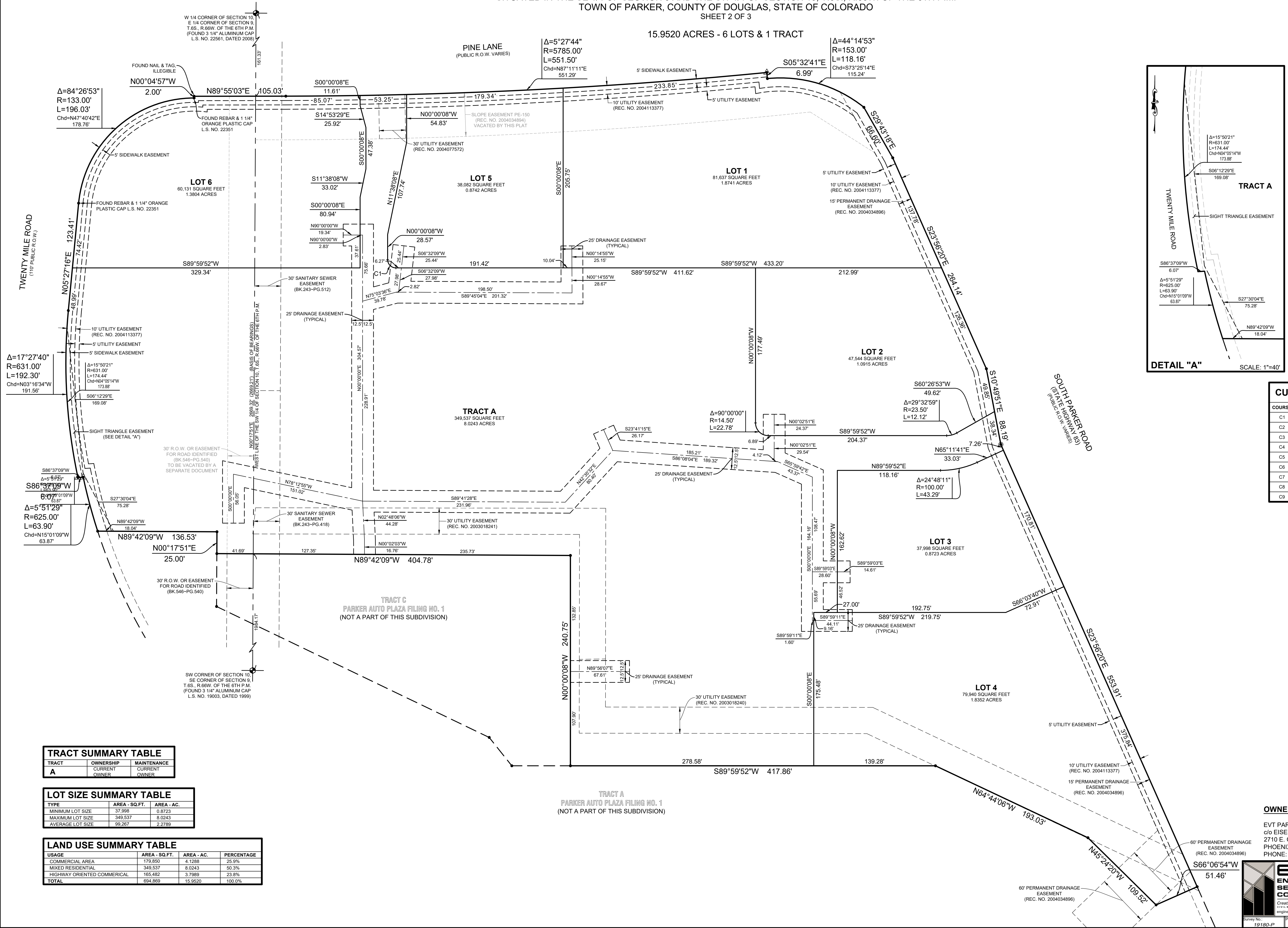
EVT PARKER COLORADO, LLC
c/o EISENBERG COMPANY, INC.
2710 E. CAMELBACK RD., STE. 210
PHOENIX, ARIZONA 85016
PHONE: (602) 468-6100



PARKER AND PINE FILING 1

A REPLAT OF LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1
SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 3

15.9520 ACRES - 6 LOTS & 1 TRACT



LEGEND

- PLAT BOUNDARY LINE
- ADJACENT LOT/PARCEL LINES
- SECTION LINE
- NEW LOT LINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- BK. PG. BOOK AND PAGE
- L.S. NO. LAND SURVEYOR NUMBER
- REC. NO. RECEPTION NUMBER
- R.O.W. RIGHT-OF-WAY
- (XX.XX) DIMENSION PER PLAT
- SECTION CORNER
- FOUND REBAR & 3/4" RED PLASTIC CAP L.S. NO. 23524 UNLESS NOTED OTHERWISE
- FOUND NAIL & TAG L.S. NO. 23524
- SET 3/4"x24" REBAR & 1/4" YELLOW PLASTIC CAP L.S. NO. 33202

CURVE DATA TABLE						
COURSE	DELTA	RADIUS	LENGTH	Chd BEARING	Chd LENGTH	
C1	90°00'00"	9.50'	14.92'	S45°00'08"E	13.44'	
C2	0°07'43"	5785.00'	12.89'	N88°29'00"E	12.99'	
C3	0°07'44"	5785.00'	13.00'	N88°36'43"E	13.00'	
C4	0°19'40"	5785.00'	33.08'	N88°50'25"E	33.08'	
C5	0°04'15"	5785.00'	7.16'	N89°02'22"E	7.16'	
C6	2°54'04"	625.00'	31.64'	S16°29'51"E	31.64'	
C7	2°51'33"	625.00'	31.19'	S13°37'03"E	31.19'	
C8	0°05'52"	625.00'	1.07'	S12°08'20"E	1.07'	
C9	1°29'34"	631.00'	16.44'	S11°15'37"E	16.44'	

TRACT SUMMARY TABLE		
TRACT	OWNERSHIP	MAINTENANCE
A	CURRENT OWNER	CURRENT OWNER

LOT SIZE SUMMARY TABLE		
TYPE	AREA - SQ.FT.	AREA - AC.
MINIMUM LOT SIZE	37,998	0.8723
MAXIMUM LOT SIZE	349,537	8.0243
AVERAGE LOT SIZE	99,267	2.2789

LAND USE SUMMARY TABLE			
USAGE	AREA - SQ.FT.	AREA - AC.	PERCENTAGE
COMMERCIAL AREA	179,850	4.1288	25.9%
MIXED RESIDENTIAL	349,537	8.0243	50.3%
HIGHWAY ORIENTED COMMERCIAL	165,482	3.7989	23.8%
TOTAL	694,869	15.9520	100.0%

OWNER/APPLICANT:
EVT PARKER COLORADO, LLC
c/o EISENBERG COMPANY, INC.
2710 E. CAMELBACK RD., STE. 210
PHOENIX, ARIZONA 85016
PHONE: (602) 468-6100

ESC ENGINEERING SERVICE COMPANY
Creative Solutions Since 1964
CIVIL ENGINEERS (LAND SURVEYORS)
engineerserviceco.com

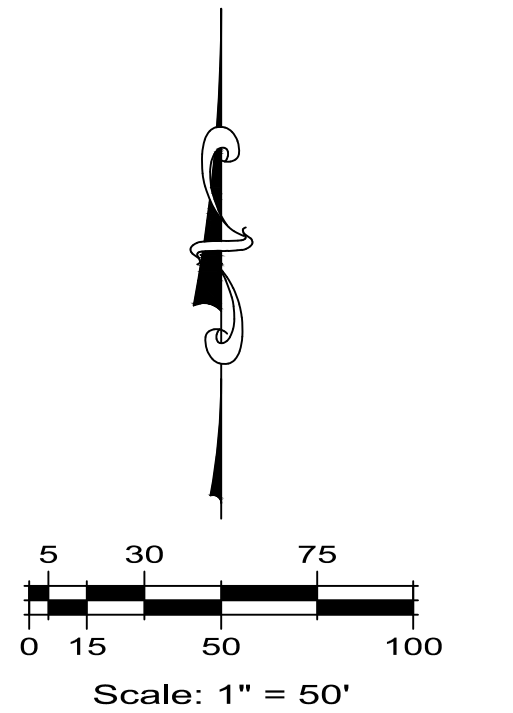
14190 East Evans Avenue
Aurora, Colorado 80014
P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659

Survey No. 19180-P
Project No. 894.001
Date: 05/09/2018
Field Book No. 914, 916
Sheet No. 2 OF 3

Revision Dates:
10/28/2019
03/09/2020
04/23/2020
06/01/2020



A REPLAT OF LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1
SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 3



LEGEND	
	PLAT BOUNDARY LINE
	ADJACENT LOT/PARCEL LINES
	SECTION LINE
	NEW LOT LINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	BOOK AND PAGE
	LAND SURVEYOR NUMBER
	RECEPTION NUMBER
	RIGHT-OF-WAY
	DIMENSION PER PLAT
	SECTION CORNER
	FOUND REBAR & 3/4" RED PLASTIC CAP L.S. NO. 23524 UNLESS NOTED OTHERWISE
	FOUND NAIL & TAG L.S. NO. 23524
	SET 3/4"x24" REBAR & 1 1/4" YELLOW PLASTIC CAP L.S. NO. 32022

CURVE DATA TABLE					
COURSE	DELTA	RADIUS	LENGTH	Chd Bearing	Chd LENGTH
C1	90°00'00"	9.50	14.92	S45°00'08"E	13.44'
C2	0°07'43"	5785.00	12.99	N88°29'00"E	12.99'
C3	0°07'44"	5785.00	13.00'	N88°36'43"E	13.00'
C4	0°19'40"	5785.00	33.08'	N80°50'25"E	33.08'
C5	0°04'15"	5785.00	7.16'	N89°02'22"E	7.16'
C6	2°54'04"	625.00	31.64'	S16°29'51"E	31.64'
C7	2°51'33"	625.00	31.19'	S13°37'03"E	31.19'
C8	0°05'52"	625.00	1.07'	S12°08'20"E	1.07'
C9	1°29'34"	631.00	16.44'	S11°05'37"E	16.44'

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2710 E. CAMELBACK RD., STE. 210
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PHONE: (602) 468-6100



	ESC ENGINEERING SERVICE COMPANY		Revision Dates 10/29/2015 03/09/2020 04/23/2020 06/01/2020	
	14190 East Evans Avenue Aurora, Colorado 80014			
	P 303.337.1393 F 303.337.7481 T/F 1.877.273.0659			
	<i>Creative Solutions Since 1954</i> CIVIL ENGINEERS - LAND SURVEYORS engineering@escvco.com			
Survey No. 19180-P	Project No. 894.001	Date 05/09/2018	Field Book No. 914, 916	Sheet No. 3 OF 3

PINE LANE

SIGHT DISTANCE TRIANGLE

RA (14)
PA2 (30)
PB (23)
JH (3)

(7) GP (8)

(14) RA
(23) PA2
(40) PB
(3) JH

PROPOSED MONUMENT SIGN

(3) OR PA3 (1)

LOT 6

SIGHT DISTANCE TRIANGLE

(6) PA3
(1) UA

LOT LINE

LOT 5

TRACT A

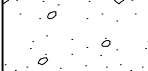
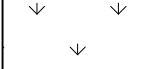
PROPOSED 50' NON-EXCLUSIVE PWSD ESMT

PROPOSED 50' NON-EXCLUSIVE PWSD ESMT

TREES

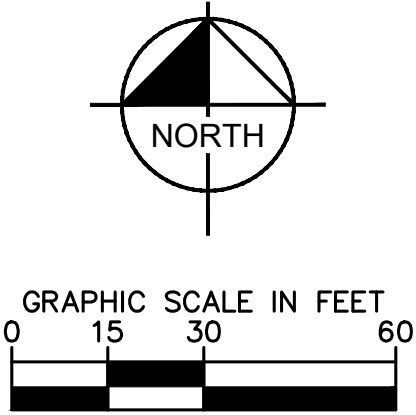
SHRUBS

<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
GP	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO
PA3	PYRUS CALLERYANA 'ARISTOCRAT' TM	ARISTOCRAT FLOWERING PEAR
QR	QUERCUS ROBUR	ENGLISH OAK
TG	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN
UA	ULMUS X 'ACCOLADE'	ACCOLADE ELM
<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
JH	JUNIPERUS HORIZONTALIS	CREeping JUNIPER
PA2	PEROVSKIA X 'LITTLE SPIRE'	LITTLE SPIRE RUSSIAN SAGE

	PB	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS
	RA	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT
GROUND COVERS			
<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	
	KB	KEN-TEX BLUEGRASS	KEN-TEX BLUEGRASS
	RM	RIVER ROCK MULCH 2-6"	3" DEPTH
	SM2	TOWN OF PARKER SEED MIX 3	TOWN OF PARKER SEED MIX 3

	<u>REQUIRED</u>	<u>PROVIDED</u>
<u>STREET TREES</u>		
1 TREE/ 40 LF	38 TREES	38 TREES
<u>MINIMUM SITE LANDSCAPING STANDARDS</u>		
SITE AREA: 694,869 SF		
15% TOTAL SITE AREA	104,109 SF	705,365 SF

SEE SHEET L1.2 FOR CONTINUATION



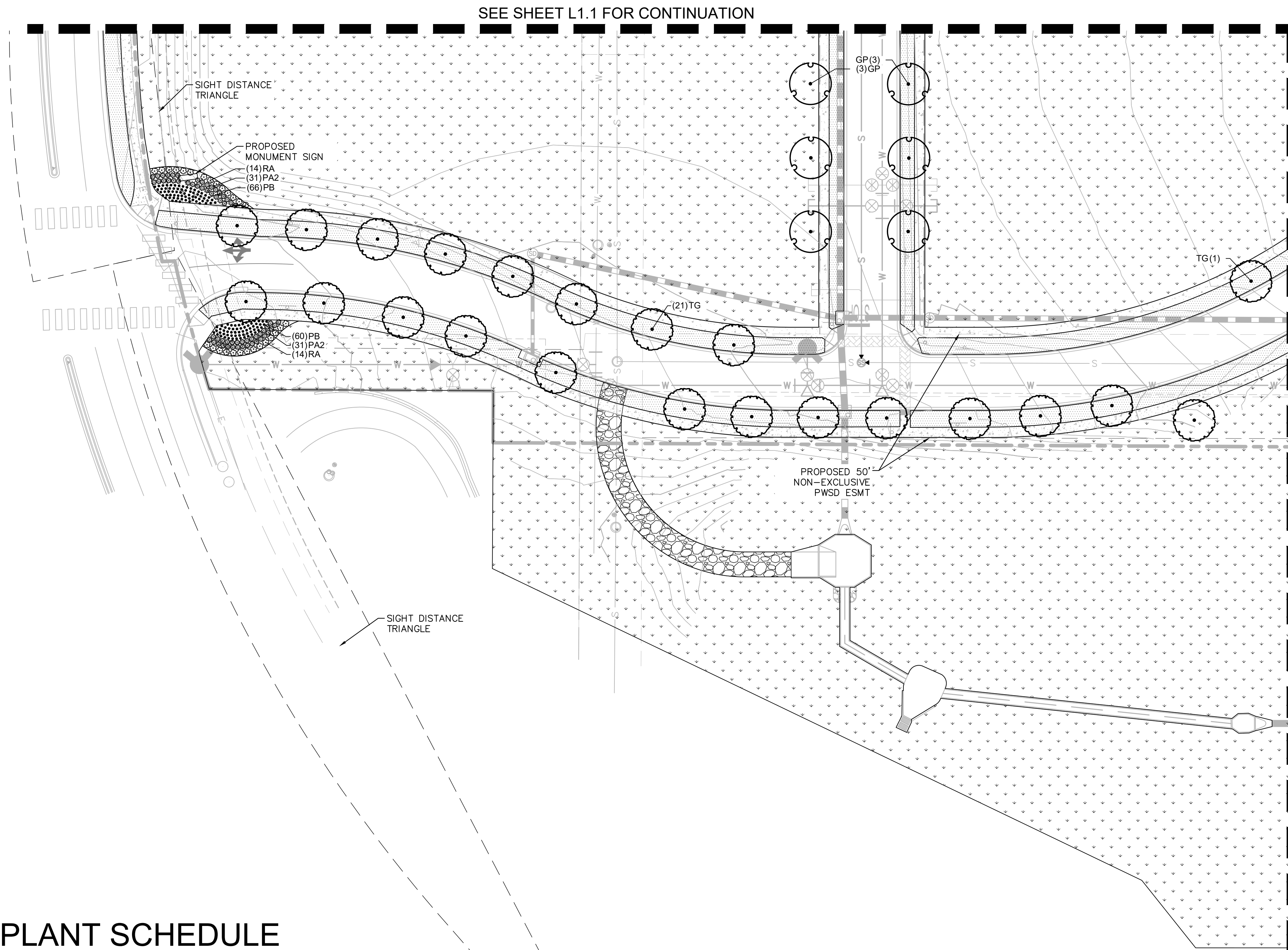
PARKER AND PINE FILING 1
PARKER, CO
CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

This is a detailed site plan for two adjacent lots, Lot 1 and Lot 2. The plan is oriented with Pine Lane at the top and South Parker Road at the bottom right. Lot 1 is the larger, upper-left portion of the site, while Lot 2 is the lower-right portion. The boundary between them is marked as the 'LOT LINE'. Pine Lane is shown at the top with a north arrow pointing towards the top right. South Parker Road is shown at the bottom right, running diagonally. The plan includes numerous contour lines indicating the topography of the site. Various engineering annotations are present, including 'QR(3) (4)PA3' near the top left, 'PA3(5)' near the top right, and 'UA(1)' near the bottom right. A dashed line labeled 'LOT LINE' separates Lot 1 and Lot 2. The plan also shows a series of circular features along the top boundary, possibly representing trees or manholes. The bottom left corner of the plan is marked with a dashed line and the text 'SEE SHEET L1.1 FOR CONTINUATION'. The plan is drawn in black lines on a white background, with hatching used to indicate specific areas or features.

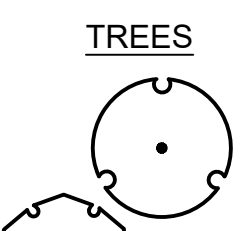
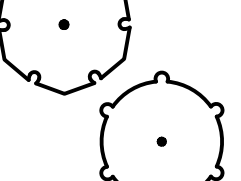
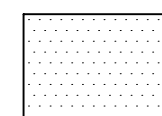
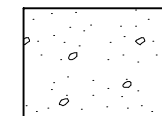
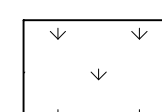
SEE SHEET L1.4 FOR CONTINUATION

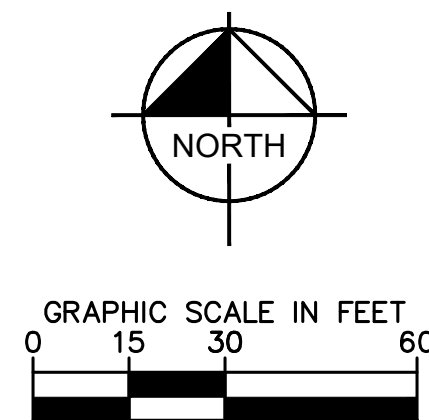
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 PROJECT NO.
 096502001
 DRAWING NAME
 096502001LA
L1.2

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PLANT SCHEDULE

	<u>TREES</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>				
		GP	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO				
		PA3	PYRUS CALLERYANA 'ARISTOCRAT' TM	ARISTOCRAT FLOWERING PEAR		PB	PENNISSETUM ALOPECUROIDES 'LITTLE BUNNY'	LITTLE BUNNY FOUNTAIN GRASS
		QR	QUERCUS ROBUR	ENGLISH OAK		RA	RIBES ALPINUM 'GREEN MOUND'	GREEN MOUND ALPINE CURRANT
		TG	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	<u>GROUND COVERS</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>
		UA	ULMUS X 'ACCOLADE'	ACCOLADE ELM		KB	KEN-TEX BLUEGRASS	KEN-TEX BLUEGRASS
	<u>SHRUBS</u>	<u>CODE</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>		RM	RIVER ROCK MULCH 2-6"	3" DEPTH
		JH	JUNIPERUS HORIZONTALIS	CREEPING JUNIPER				
		PA2	PEROVSKIA X 'LITTLE SPIRE'	LITTLE SPIRE RUSSIAN SAGE		SM2	TOWN OF PARKER SEED MIX 3	TOWN OF PARKER SEED MIX 3



SEE SHEET L1.4 FOR CONTINUATION

SEE SHEET L1.1 FOR CONTINUATION

Kimley»»Horn
2020 KIMLEY-HORN AND ASSOCIATES, INC.
4582 South Ulster Street, Suite 1500
Denver, Colorado 80237 (303) 228-2300

DESIGNED BY: NBB
DRAWN BY: NBB
CHECKED BY: CPH
DATE: 04/24/20

PARKER AND PINE FILING 1
PARKER, CO
CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

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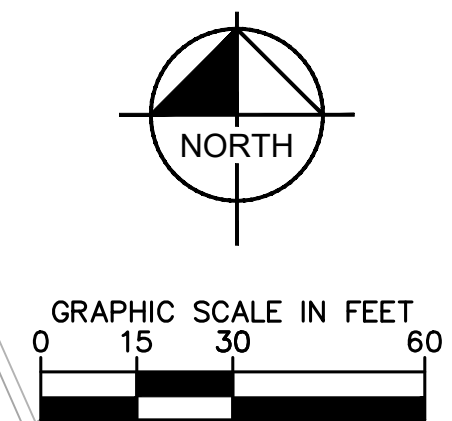
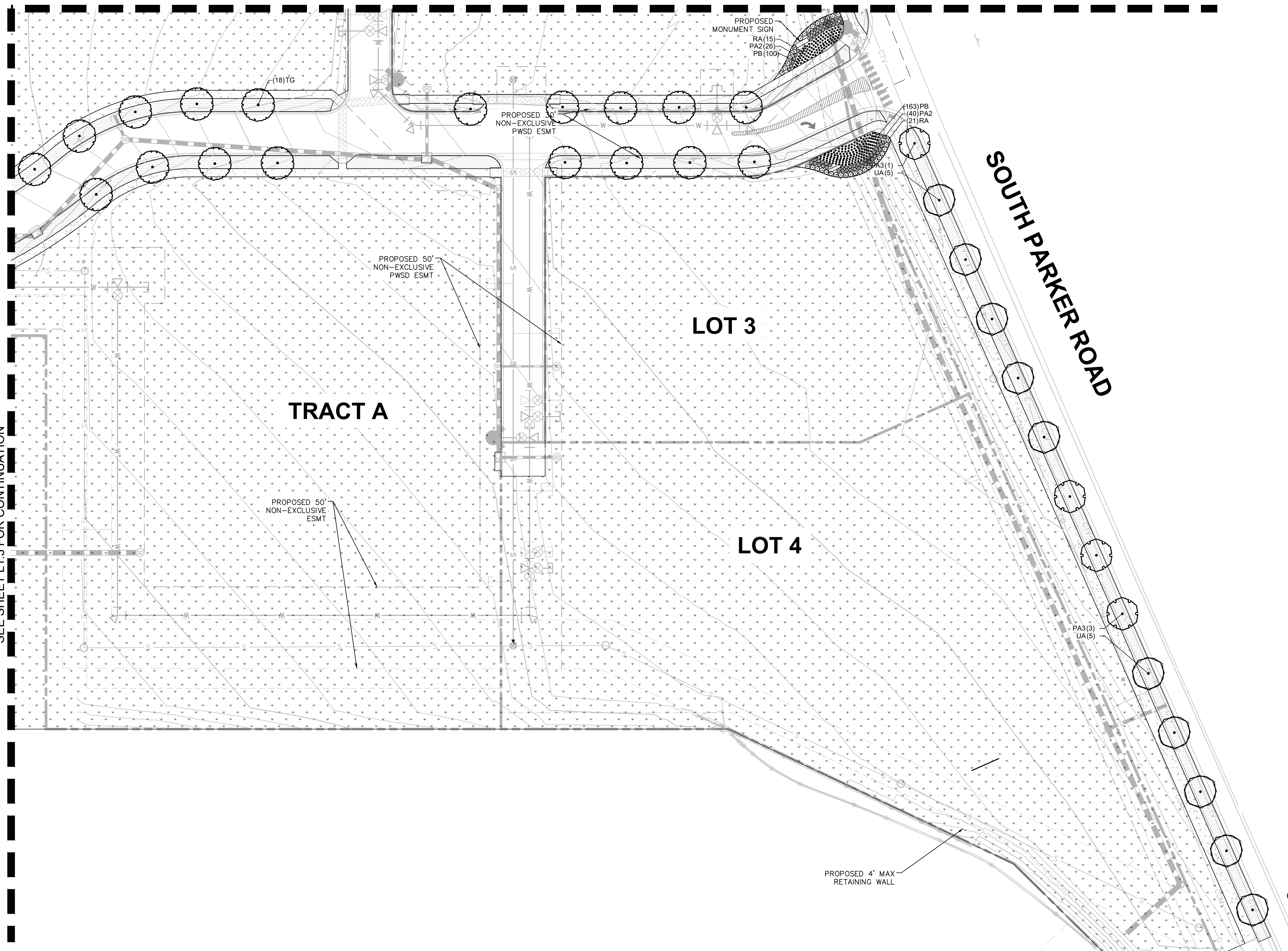
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096502001LA

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SEE SHEET L1.3 FOR CONTINUATION



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Denver, Colorado 80237 (303) 228-2300

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PARKER AND PINE FILING 1
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CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

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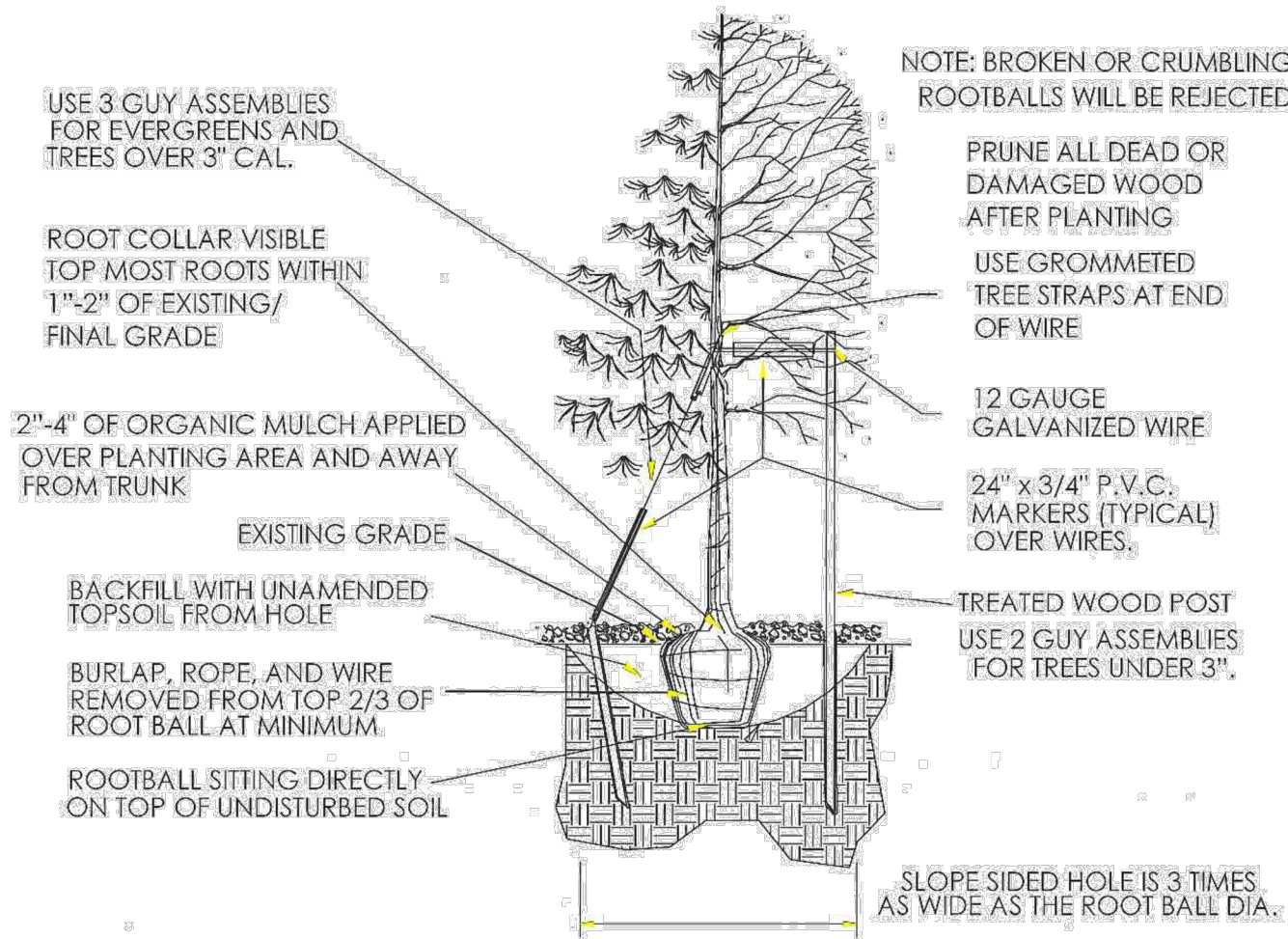
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096502001LA

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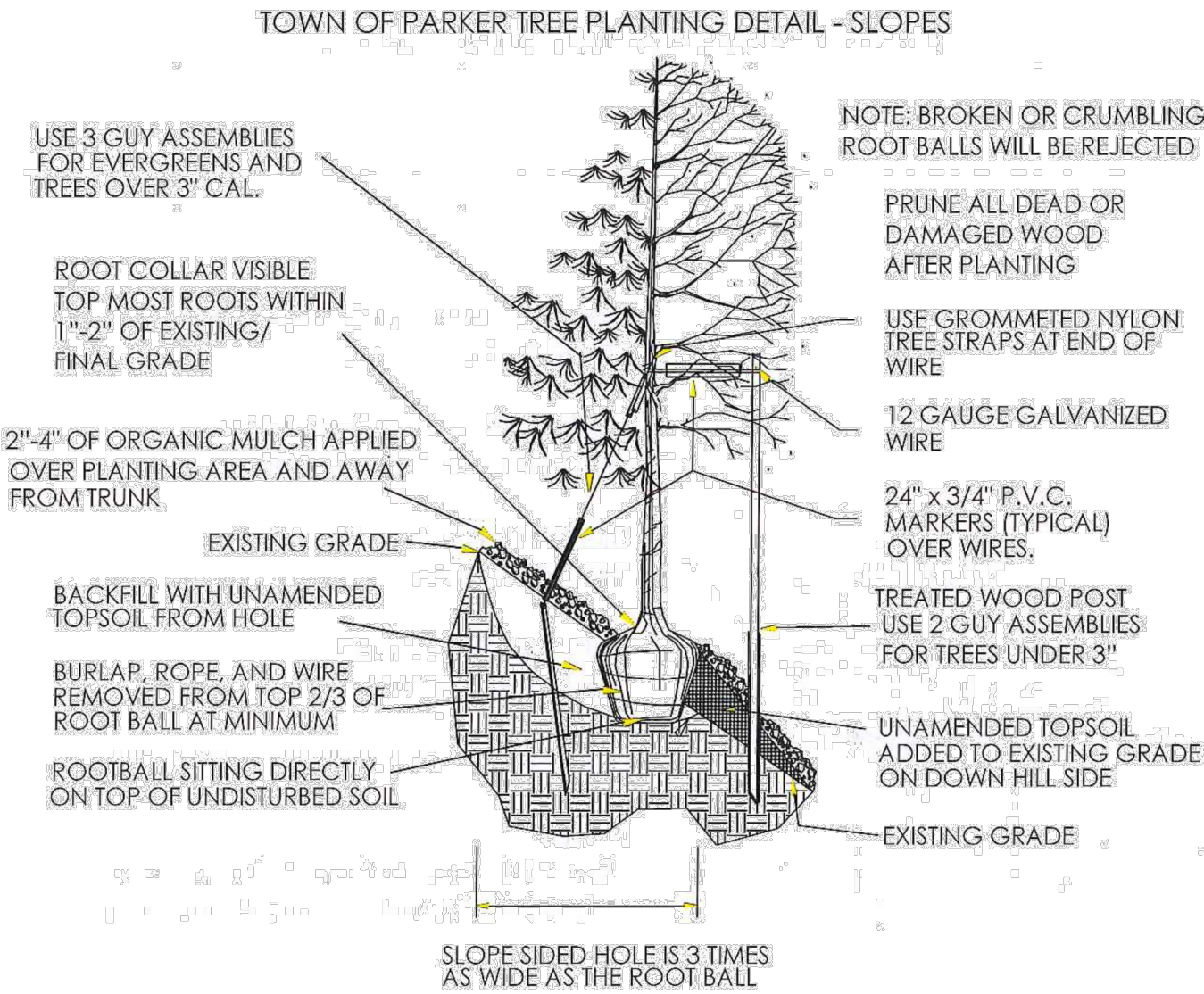
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TOWN OF PARKER PLANTING STANDARDS

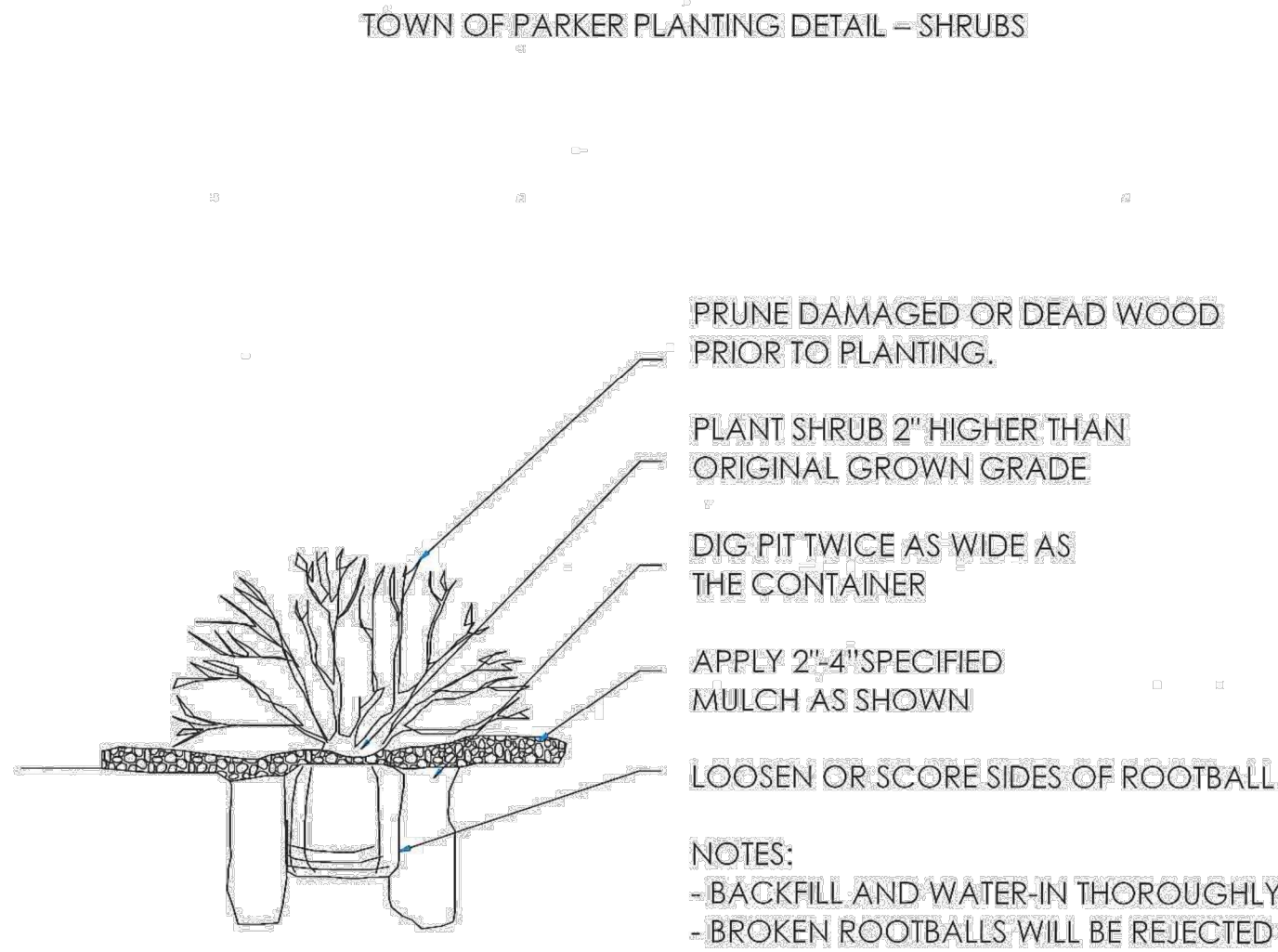


- Excavate planting holes with sloping sides. Make excavations at least three times as wide as the root ball diameter and no deeper than the distance from the top most roots in the root ball to the bottom of the root ball to allow for setting. Do not disturb soil at bottom of planting holes, but do score the sides of the planting hole. The planting area shall be loosened and aerated at least three times the diameter of the root ball. Backfill shall consist of existing on site topsoil –no amendments shall be used unless otherwise specified.
- Trees shall be planted with the root collar/flare visible above grade AND two or more structural roots located within the top 1' to 2' of the root ball/finished grade measured 3" to 4" from trunk. This includes trees that are set on slopes (see slope planting detail). Trees that do not have a visible root collar shall be rejected. Do not cover the root ball with soil.
- When root ball will remain intact, cut off bottom 1/4 of wire basket before placing tree in hole, cut off remainder of basket AFTER tree is set in hole, remove basket completely. At a minimum, the top 2/3 of the burlap and basket shall be removed from the root ball on all trees. Remove all nylon ties, twine, rope and burlap. Remove unnecessary packing material.
- Form soil into a 3" to 5" tall watering ring (saucer) around planting area. This is not necessary in irrigated turf areas. Apply 2" to 4" depth of specified mulch over planting area and inside saucers, away from trunk.
- Staking and guying of trees is optional in most planting situations. In areas of extreme winds, or on steep slopes, staking may be required to stabilize trees. Staking and guying must be removed within 1 year of planting date.
- Tree wrap is *not* to be used on any new plantings, except in late fall planting situations, and only then after consultation with the Town Arborist.
- Resetting of improperly planted trees will only be allowed if it is determined that doing so will in no way compromise the root ball, and shall only be done with approval of the Town Arborist.

TOWN OF PARKER PLANTING STANDARDS



TOWN OF PARKER PLANTING STANDARDS



TOWN OF PARKER LANDSCAPE MAINTENANCE NOTES

- ALL PLANTINGS SHALL BE MAINTAINED IN A HEALTHY AND ATTRACTIVE MANNER, AS DETERMINED BY THE TOWN. MAINTENANCE SHALL BE CONDUCTED BY THE PROPERTY OWNER OF RECORD, THE PROPERTY OWNER'S AGENT OR TENANT OR A HOMEOWNERS ASSOCIATION WHICH HAS ASSUMED LANDSCAPE MAINTENANCE RESPONSIBILITY.
- 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, EDGING, MULCHING, PRUNING, TRIMMING, SPRAYING, CULTIVATING, OR OTHER MAINTENANCE AS NEEDED AND IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES. AREAS OF NATIVE OR NATURALIZED LANDSCAPE ARE EXEMPT FROM THIS LEVEL OF MAINTENANCE. ACCEPTABLE MAINTENANCE OF NATIVE PLANTS INCLUDES, BUT IS NOT LIMITED TO, REMOVAL OF DEAD OR DISEASED PLANTS, WEED CONTROL, AND SEASONAL MOWING.
- 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 PROHIBIT REMOVAL AND REPLACEMENT. IN SUCH CASE, THE REMOVAL AND REPLACEMENT SHALL OCCUR WITHIN A REASONABLE PERIOD OF TIME APPROVED BY THE TOWN.
- 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 REGULARLY REPLENISHED TO MAINTAIN THE FULL COVERAGE TO A MINIMUM DEPTH OF THREE (3) INCHES FOR ROCK MULCHES AND FOUR (4) INCHES FOR WOOD MULCH.
- LANDSCAPING STRUCTURAL FEATURES (E.G. FENCING, WALLS, PLANTER BOXES) AND SITE FURNISHINGS SHALL BE MAINTAINED IN A SOUND, STRUCTURAL AND ATTRACTIVE CONDITION. IRRIGATION SYSTEMS ARE TO BE MONITORED AND ADJUSTED PERIODICALLY TO ENSURE THAT THE WATER DEMANDS OF ALL PLANT MATERIALS ARE BEING MET.
- IRRIGATION SYSTEM REPAIRS SHALL BE MADE WITHIN SEVEN (7) DAYS OF DISCOVERY OF DAMAGE, UNLESS SEASONAL CONDITIONS PROHIBIT REPAIRS.
- LANDSCAPE AREAS SHALL BE FREE FROM TRASH AND DEBRIS.
- FAILURE TO REPLACE DEAD LANDSCAPE MATERIALS WITHIN A REASONABLE PERIOD OF TIME, AS SPECIFIED IN PARAGRAPH (2) ABOVE, SHALL BE CONSIDERED A VIOLATION OF THE SITE PLAN APPROVAL AND IS SUBJECT TO ENFORCEMENT AND PENALTY PROVISIONS OF THIS TITLE.

Kimley»Horn

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4582 South Ulster Street, Suite 1500
Denver, Colorado 80237 (303) 228-2300

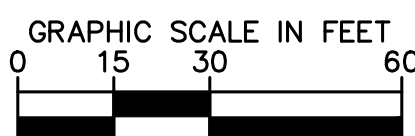
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CONSTRUCTION DOCUMENTS
LANDSCAPE DETAILS

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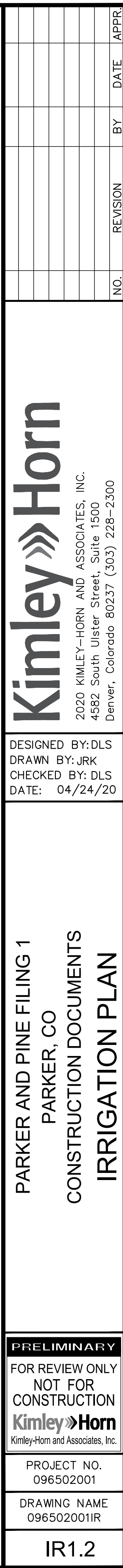
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PARKER AND PINE FILING 1
PARKER, CO
CONSTRUCTION DOCUMENTS
IRRIGATION PLAN

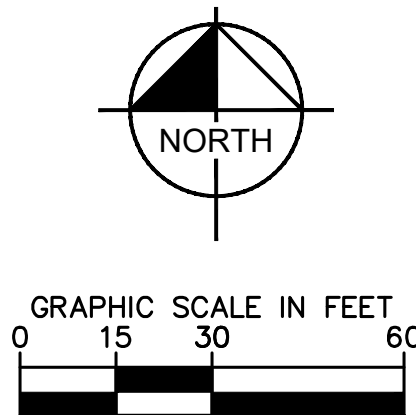
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IR1.1

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PARKER AND PINE FILING 1
PARKER, CO
CONSTRUCTION DOCUMENTS
IRRIGATION PLAN

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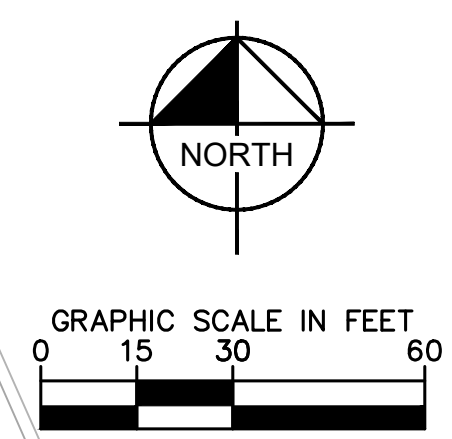
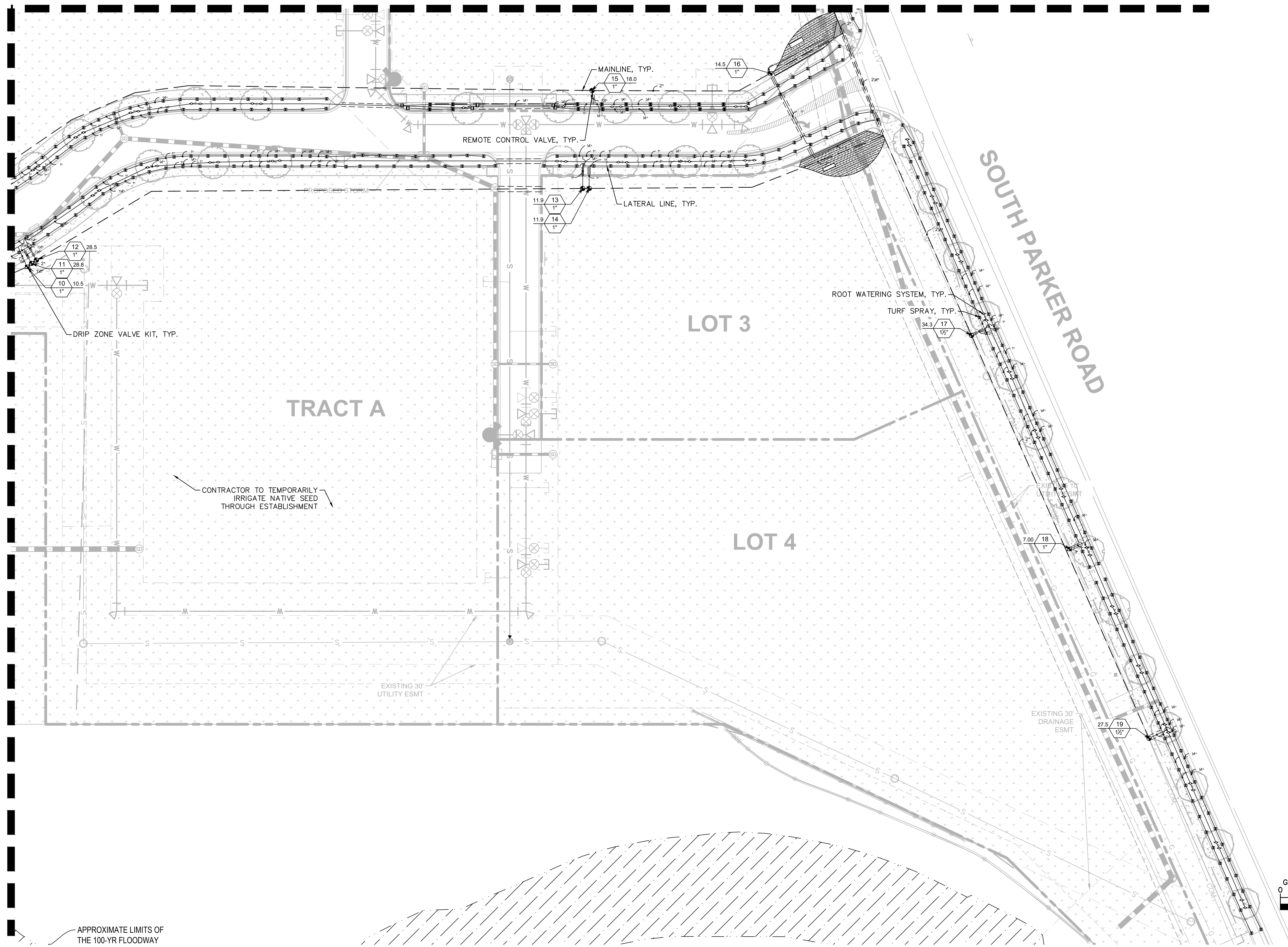
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DRAWN BY: JRK
CHECKED BY: DLS
DATE: 04/24/20

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CHECKED BY: DLS
DATE: 04/24/20

SEE SHEET L1.3 FOR CONTINUATION

SEE SHEET L1.2 FOR CONTINUATION



PARKER AND PINE FILING 1		NO.		REVISION		BY		DATE		APPR	
PARKER, CO											
CONSTRUCTION DOCUMENTS											
IRRIGATION PLAN											
PRELIMINARY											
FOR REVIEW ONLY											
NOT FOR CONSTRUCTION											
Kimley»Horn											
Kimley-Horn and Associates, Inc.											
PROJECT NO.											
096502001											
DRAWING NAME											
096502001R											
IR1.4											

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THE SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE. ANY CHANGES MADE IN THE LAYOUT DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THESE STANDARDS. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES IN PLANS OR SPECIFICATIONS PRIOR TO BEGINNING OR CONTINUING WORK. THIS PLAN IS SCHEMATIC AND DUE TO THE NATURE OF CONSTRUCTION SLIGHT FIELD MODIFICATIONS MAY BE NECESSARY TO IMPLEMENT PLAN.

2. THE CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS, OR ADDITIONS TO THIS PLAN WITHOUT APPROVAL OF THE LANDSCAPE ARCHITECT.

3. ALL CONSTRUCTION SHALL CONFORM TO TOWN, COUNTY, STATE, AND FEDERAL REQUIREMENTS. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO ENSURE THAT ALL IRRIGATION EQUIPMENT MEETS GOVERNMENT REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ANY NECESSARY PERMITS OR APPROVALS.

4. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES WILL NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.

5. CONTRACTOR TO VERIFY ACTUAL AVAILABLE WATER PRESSURE BEFORE BEGINNING INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AVAILABLE WATER PRESSURE EXCEEDS 5 PSI HIGHER OR LOWER THAN AVAILABLE WATER PRESSURE. REFER TO CRITICAL ANALYSIS FOR ASSUMED STATIC PRESSURE.

6. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.

7. IRRIGATION DESIGN IS SCHEMATIC ONLY. FULL AND COMPLETE SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW BY THE OWNER'S REPRESENTATIVE.

8. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.

9. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.

10. IRRIGATION CONTRACTOR TO COORDINATE POWER SUPPLY TO ELECTRIC CONTROLLERS WITH ELECTRICAL CONTRACTOR.

11. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE JURISDICTION.

12. IRRIGATION LATERAL LINES, MAIN LINES AND EQUIPMENT MAY BE INSTALLED OUTSIDE PROPERTY LINES ON THIS PLAN. ALL IRRIGATION LINES AND EQUIPMENT ARE TO BE WITHIN AND SHOWN WITHIN THE LIMITS OF THE PROPERTY LINE.

13. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS, AS SPECIFIED.

12. IRRIGATION SYSTEMS CONNECTED TO POTABLE WATER SUPPLY, SHALL HAVE A BACKFLOW PREVENTER INSTALLED.

13. SUPPLY LINE AND METER TO BE PROVIDED BY GENERAL CONTRACTOR. BACKFLOW PREVENTER TO BE PROVIDED BY IRRIGATION CONTRACTOR. IRRIGATION CONTRACTOR'S POINT OF CONNECTION TO BEGIN AFTER THE IRRIGATION WATER METER.

14. INSTALL ALL BACKFLOW PREVENTION DEVICES AND ALL PIPING BETWEEN THE POINT OF CONNECTION AND THE BACKFLOW PREVENTER AS PER LOCAL CODES. FINAL LOCATION SHALL BE DETERMINED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

15. CONTRACTOR TO COORDINATE LOCATION OF ALL METERS AND BACKFLOW ASSEMBLIES WITH PROJECT OWNER.

16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVEING AND DIRECTIONAL BORES.

17. EXISTING TREES TO REMAIN ARE TO BE PROTECTED FROM DAMAGE. DO NOT TRENCH OR EXCAVATE WITHIN THE CRITICAL ROOT ZONE OF ANY TREE.

18. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZE TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES. ALL IRRIGATION SLEEVEING TO BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR. ELECTRICAL WIRES FOR IRRIGATION VALVES AND IRRIGATION LINES ARE TO BE PLACED IN SEPARATE SLEEVES. SEE SLEEVEING DETAIL.

19. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SLEEVES AS NOTED. WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.

20. SLEEVES UNDER EXISTING PAVEMENT MUST BE DIRECTIONAL, BORE. OPEN CUT IS NOT AN OPTION.

21. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE DESIGNATIONS. ALL HOSE BIBB VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK PROGRAM DESIGNATION.

22. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES "CAUTION: IRRIGATION LINE BURIED BELOW". THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.

23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN VALVE BOXES.

24. ALL UNSIZED PIPE SHALL BE 3/4" UNLESS OTHERWISE NOTED ON PLAN. SEE LATERAL PIPE SIZING REQUIREMENTS.

25. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO CURB OR LATERAL. SINKER LINE (1) PIPE SIZE LARGER THAN VALVE SIZE. WHERE MAINLINES RUN PARALLEL TO PAVEMENT OR CURBED, THE MAINLINE SHALL BE OFFSET 2'-0" FROM THE EDGE OF PAVEMENT OR CURB.

26. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BURNERS, DRIFLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.

27. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND DRIP INDICATOR.

28. IRRIGATION CONTRACTOR TO COORDINATE WITH OWNER FOR FINAL CONTROLLER AND RAIN SENSOR LOCATIONS. THE CONTROLLER SHALL BE PLACED IN A LOCKING CABINET APPROPRIATE FOR ITS LOCATION. (INDOOR VS. OUTDOOR USE)

29. IRRIGATION CONTRACTOR SHALL REVIEW WINTERIZATION PROCEDURES FOR IRRIGATION SYSTEM WITH OWNERS REPRESENTATIVE.

30. LOCATE THE AUTOMATIC RAIN / FREEZE SENSOR SHUTOFF DEVICE IN AN AREA THAT IS UNOBTSTRUCTED BY TREES, ROOF OVERHANGS, OR ANY OTHER OVERHEAD OBJECT. THE SENSOR SHALL NOT BE PLACED WITHIN THE SPRAY ZONE OF ANY SPRINKLER HEAD. INCLUDING OFF-SITE IRRIGATION. CONTRACTOR SHALL MAKE ANS VALVE CLOSE PROXIMITY TO THE IRRIGATION CONTROLLER.

31. CONTRACTOR SHALL PERFORM HYDRO-TESTING OF MAIN LINES.

HYDRO-TESTING TO BE PERFORMED AS LISTED:

THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING. PRIOR TO BACKFILLING, CONTRACTOR SHALL FILL PIPING WITH WATER, IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE, TAKING CARE TO PURGE THE AIR FROM IT. A SMALL, HIGH PRESSURE PUMP OR OTHER MEANS OF MAINTAINING A CONTINUOUS WATER SUPPLY SHALL BE CONNECTED TO THE PIPING AND SET SO AS TO MAINTAIN 125 PSI FOR TWO (2) HOURS WITHOUT INTERRUPTION. CONTRACTOR SHALL MAKE ANY NECESSARY CORRECTIONS AND RETEST THE SYSTEM UNTIL THE OWNER'S REPRESENTATIVE IS SATISFIED THAT THE SYSTEM IS REASONABLY SOUND.

32. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL FOLLOW MANUFACTURERS SPECIFICATIONS.

33. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1 1/2" ELECTRICAL CONDUIT.

34. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.

35. ALL UNIMPROVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR.

36. ALL PLANT MATERIAL IN TREE HOLDING AREAS SHALL BE MANUALLY WATERED/IRRIGATED TO KEEP MOIST UNTIL PLANTED.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD R-VAN-STRIP 1806-SAM-P45	137
	TURF ROTARY, 5 X15" (LCS ANGLE), 5 X30" (SST) HAND ADJUSTABLE MULTI-STREAM ROTARY W/ 1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET.	
	RAIN BIRD R-VAN14 1806-SAM-P45	752
	TURF ROTARY, 8'-14" 45-270 DEGREES AND 360 DEGREES. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6.0" POP-UP, WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2" NPT FEMALE THREADED INLET.	
	RAIN BIRD RWS-M-B-C-SOCK	202
	MINI ROOT WATERING SYSTEM WITH 4.0" DIAMETER X 18.0" LONG WITH LOCKING CAGE, SEMI-RIGID MESH TUBE AND RAIN BIRD 1401 0.25 GPM OR 1402 0.5 GPM BUBBLER AS INDICATED. WITH CHECK VALVE, AND SAND SOCK FOR SANDY SOIL.	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD XZC-100-PRB-COM	10
	WIDE FLOW DRIP CONTROL KIT FOR COMMERCIAL APPLICATIONS. 1" BALL VALVE WITH 1" PESB VALVE AND 1" PRESSURE REGULATING 40PSI QUICK-CHECK BASKET FILTER. 0.3GPM TO 20GPM.	
	RAIN BIRD MDCFCAP	3
	DIAPHRANE FLUSH VALVE CAP IN COMPRESSION FITTING COUPLER.	
	RAIN BIRD OPERIND	10
	DRIP SYSTEM OPERATION INDICATOR, STEM RISES 6" FOR CLEAR VISIBILITY WHEN DRIP SYSTEM IS CHARGED TO A MINIMUM OF 20PSI. INCLUDES 16" OF 1/4" DISTRIBUTION TUBING WITH CONNECTION FITTING PRE-INSTALLED.	
	AREA TO RECEIVE DIAPHRANE RAIN BIRD XFS-CV-06-12	3,555.1 F.
	XFS-CV ON-SURFACE LANDSCAPE DIAPHRANE WITH A HEAVY-DUTY 4.3 PSI CHECK VALVE, 0.8 GPM EMITTERS AT 12" O.C. DIAPHRANE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. SPECIFY XF INSERT FITTINGS.	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	RAIN BIRD PEB	20
	1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	
	RAIN BIRD 44-LRC	1
	1" BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING THERMOPLASTIC RUBBER COVER, AND 2-PIECE BODY.	
	RAIN BIRD PEB2 2"	1
	1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION.	
	WATTS LF909M1 2"	1
	LEAD FREE REDUCED PRESSURE BACKFLOW PREVENTER.	
	RAIN BIRD ESP12LX-MEF-LXMMSS WITH (02) ESPLXMMG12	1
	36 STATION COMMERCIAL CONTROLLER, STAINLESS STEEL PEDESTAL, FLOW SENSING. ESP12LX-MEF-LXMMSS-LXMMSSPED WITH (02) ESPLXMMG12	
	RAIN BIRD WR2-RFS	1
	WIRELESS RAIN/FREEZE SENSOR.	
	RAIN BIRD FS-200-B	1
	2" FLOW SENSOR FOR USE WITH RAIN BIRD MAXICOM, SITECONTROL, AND ESP-LXD CENTRAL, CONTROL SYSTEMS, BRASS MODEL. SUGGESTED OPERATING RANGE OF 4.0 GPM TO 294.0 GPM. SENSORS SHOULD BE SIZED FOR FLOW RATHER THAN PIPE SIZE.	
=====	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	14,635 L.F.
-----	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21	4,305 L.F.
-----	PVC CLASS 200 IRRIGATION PIPE.	
=====	PIPE SLEEVE: PVC SCHEDULE 40	671.7 L.F.
	TYPICAL PIPE SLEEVE FOR IRRIGATION PIPE. PIPE SLEEVE SIZE SHALL ALLOW FOR IRRIGATION PIPING AND THEIR RELATED COUPLINGS TO EASILY SLIDE THROUGH SLEEVING MATERIAL. EXTEND SLEEVES 18 INCHES BEYOND EDGES OF PAVING FOR CONSTRUCTION.	
	Valve Calcut	
	Valve Number	
	Valve Flow	
	Valve Size	

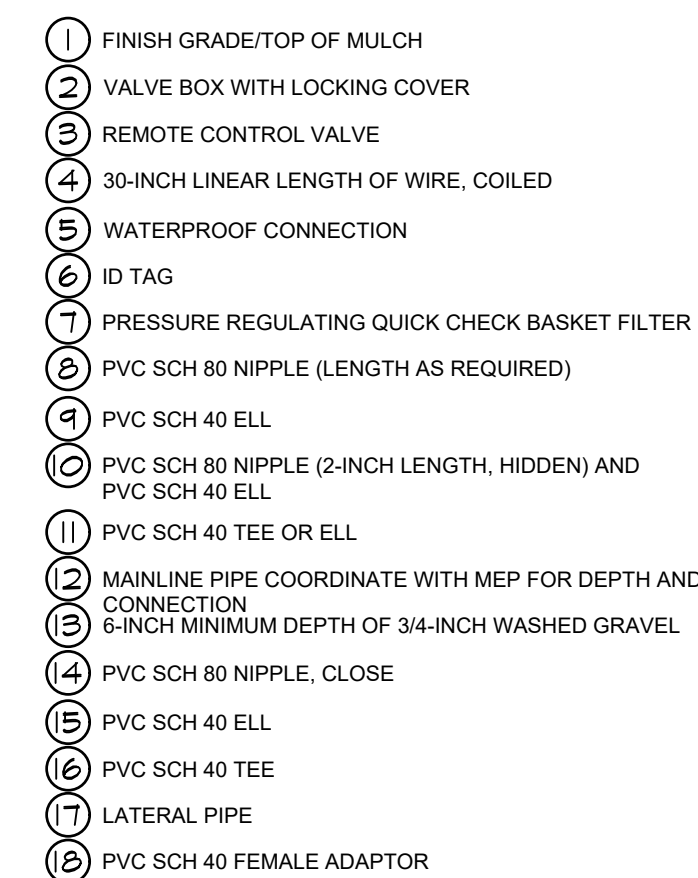
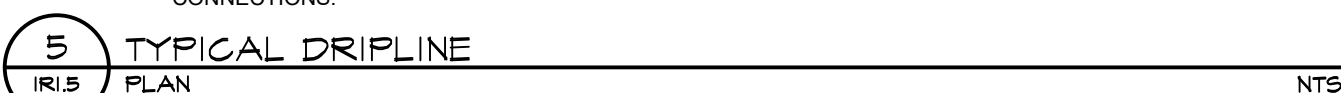
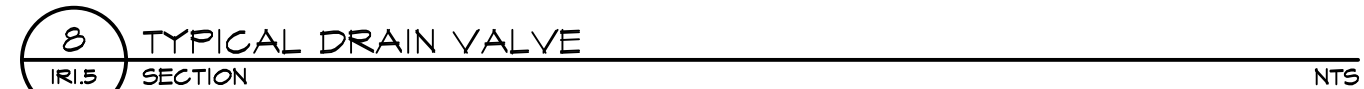
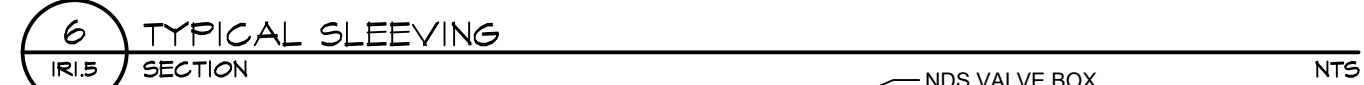
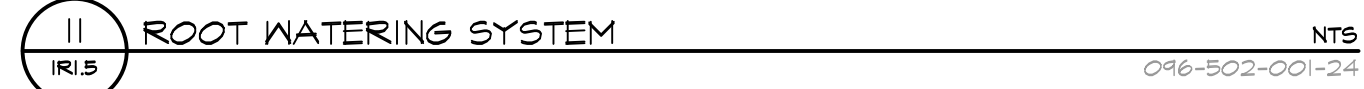
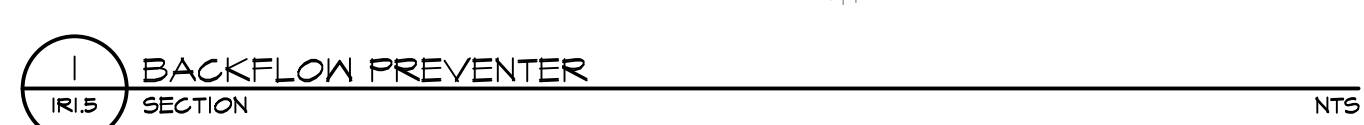
NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	DESIGN PSI	PSI	PSI @ POC	PRECIP
1	RAIN BIRD XCZ-100-PRB-COM	1"	AREA FOR DRIFLINE	10.48	667.3	30	39.44	54.72	0.96 in
2	RAIN BIRD PEB	1"	TURF ROTARY	19.93	1,842	40	49.53	71.89	0.39 in
3	RAIN BIRD PEB	1"	TURF ROTARY	20.27	1,838	40	49.29	71.85	0.40 in
4	RAIN BIRD PEB	1"	TURF ROTARY	26.36	2,556	45	56.86	73.60	0.43 in
5	RAIN BIRD PEB	1"	TURF ROTARY	26.71	2,421	40	52.15	68.96	0.44 in
6	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	9.50	408.5	30	41.96	57.38	0.90 in
7	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	11.50	308.4	30	44.45	59.89	0.80 in
8	RAIN BIRD PEB	1-1/2"	TURF ROTARY	30.10	3,050	45	74.68	94.00	0.44 in
9	RAIN BIRD PEB	1-1/2"	TURF ROTARY	30.25	3,015	45	57.10	74.99	0.80 in
10	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	10.50	1,528	30	43.43	59.92	0.87 in
11	RAIN BIRD PEB	1"	TURF ROTARY	27.85	2,624	40	52.70	76.58	0.39 in
12	RAIN BIRD PEB	1"	TURF ROTARY	28.52	1,521	40	52.99	76.27	0.40 in
13	RAIN BIRD PEB	1"	TURF ROTARY	11.88	1,172	40	46.94	63.29	0.37 in
14	RAIN BIRD PEB	1"	TURF ROTARY	11.88	1,168	40	46.36	62.70	0.39 in
15	RAIN BIRD PEB	1"	TURF ROTARY	18.01	1,454	40	49.25	64.94	0.73 in
16	RAIN BIRD XCZ-100-PRB-COM	1"	AREA FOR DRIFLINE	14.54	862.2	30	44.31	60.66	0.96 in
17	RAIN BIRD PEB	1-1/2"	TURF ROTARY	34.28	1,115	40	47.57	70.30	0.56 in
18	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	7.00	1,263	30	37.28	53.93	0.90 in
19	RAIN BIRD PEB	1-1/2"	TURF ROTARY	37.47	1,487	40	48.53	68.34	0.56 in
20	RAIN BIRD PEB	1-1/2"	TURF ROTARY	38.50	1,010	40	49.25	72.52	0.91 in
21	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	2.00	1,097	30	32.30	47.53	0.94 in
22	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	1.13	9.85	30	29.22	70.40	0.94 in
23	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	6.50	1,567	30	36.78	52.30	0.91 in
24	RAIN BIRD PEB	1"	TURF ROTARY	26.75	1,575	40	47.08	66.55	0.56 in
25	RAIN BIRD PEB	1"	TURF ROTARY	11.52	1,494	45	51.54	87.52	0.54 in
26	RAIN BIRD XCZ-100-PRB-COM	1"	AREA FOR DRIFLINE	10.54	1,489	30	42.55	58.40	0.96 in
27	RAIN BIRD PEB	1"	TURF ROTARY	29.93	1,240	45	58.10	76.11	0.61 in
28	RAIN BIRD XCZ-100-PRB-COM	1"	BUBBLER	3.50	1,061	30	32.91	48.15	0.90 in
29	RAIN BIRD PEB	1-1/2"	TURF ROTARY	31.66	965	40	48.92	66.75	0.55 in
30	RAIN BIRD PEB	1"	TURF ROTARY	21.91	807.2	40	44.97	60.00	0.54 in
	Common Wire				4,306				

Generated:	2020-04-27
P.O.C. NUMBER: 01	
Water Source Information:	
FLOW AVAILABLE	
Water Meter Size:	2"
Flow Available:	120.00 gpm
PRESSURE AVAILABLE	
Static Pressure at POC:	80.00 psi
Elevation Change:	5.00 ft
Service Line Size:	2.00 in
Length of Service Line:	20.00 ft
Pressure available:	78.00 psi
DESIGN ANALYSIS	
Maximum Station Pressure:	38.50 gpm
Flow Available at POC:	120.00 gpm
Residual Flow Available:	81.50 gpm
Critical Station:	
Design Pressure:	40.00 psi
Friction Loss:	6.73 psi
Fittings Loss:	0.67 psi
Elevation Loss:	5.00 psi
Loss for Minor Valve:	0.20 psi
Pressure Req. at Critical Station:	52.70 psi
Loss for Fittings:	0.76 psi
Loss for Main Line:	7.57 psi
Loss for POC to Valve Elevation:	10.00 psi
Loss for Backflow:	4.80 psi
Loss for Meter:	0.75 psi
Loss for Water Meter:	0.75 psi
Critical Station Pressure at POC:	76.58 psi
Pressure Available:	78.00 psi
Residual Pressure Available:	1.42 psi

Kimley»»Horn
2020 KIMLEY-HORN AND ASSOCIATES, INC.
4582 South Ulster Street, Suite 1500
Denver, Colorado 80237 (303) 228-2300

DESIGNED BY: DLS
DRAWN BY: JRK
CHECKED BY: DLS
DATE: 04/24/20

PROJECT NO. 096502001
DRAWING NAME 096502001IR
IR1.5



Kimley»»Horn

PARKER AND PINE FILING 1
PARKER, CO
CONSTRUCTION DOCUMENTS
IRRIGATION DETAILS

PROJECT NO.	096502001
DRAWING NAME	

IR1.6

Bryce,

EVT Parker LLC is the owner and developer of a commercial parcel of vacant land located at the SWC of Parker and Pine Lane. We have recently received various emails and phone calls related to the extermination of prairie dogs on our property and feel it is important to respond with the facts. It appears that there may be a misconception that we exterminated the Prairie dogs without any prior discussions with the citizens. This is false. We had numerous emails and calls with Deanna Meyer at Prairie Dog Protection that date back to August of 2018. At that time, we not only agreed to allow time for a relocation effort, we followed up proactively with her to check on the status of the relocation effort. This is all documented in email correspondence. At that time, we were told that her advocacy group needed through the end of summer 2019 to relocate the Prairie Dogs, which we willingly agreed to. It was always our intent to allow the Prairie Dog Protection group or any other citizen group to develop a relocation plan but unfortunately it became apparent after waiting for nearly a year and a half that this was not going to happen.

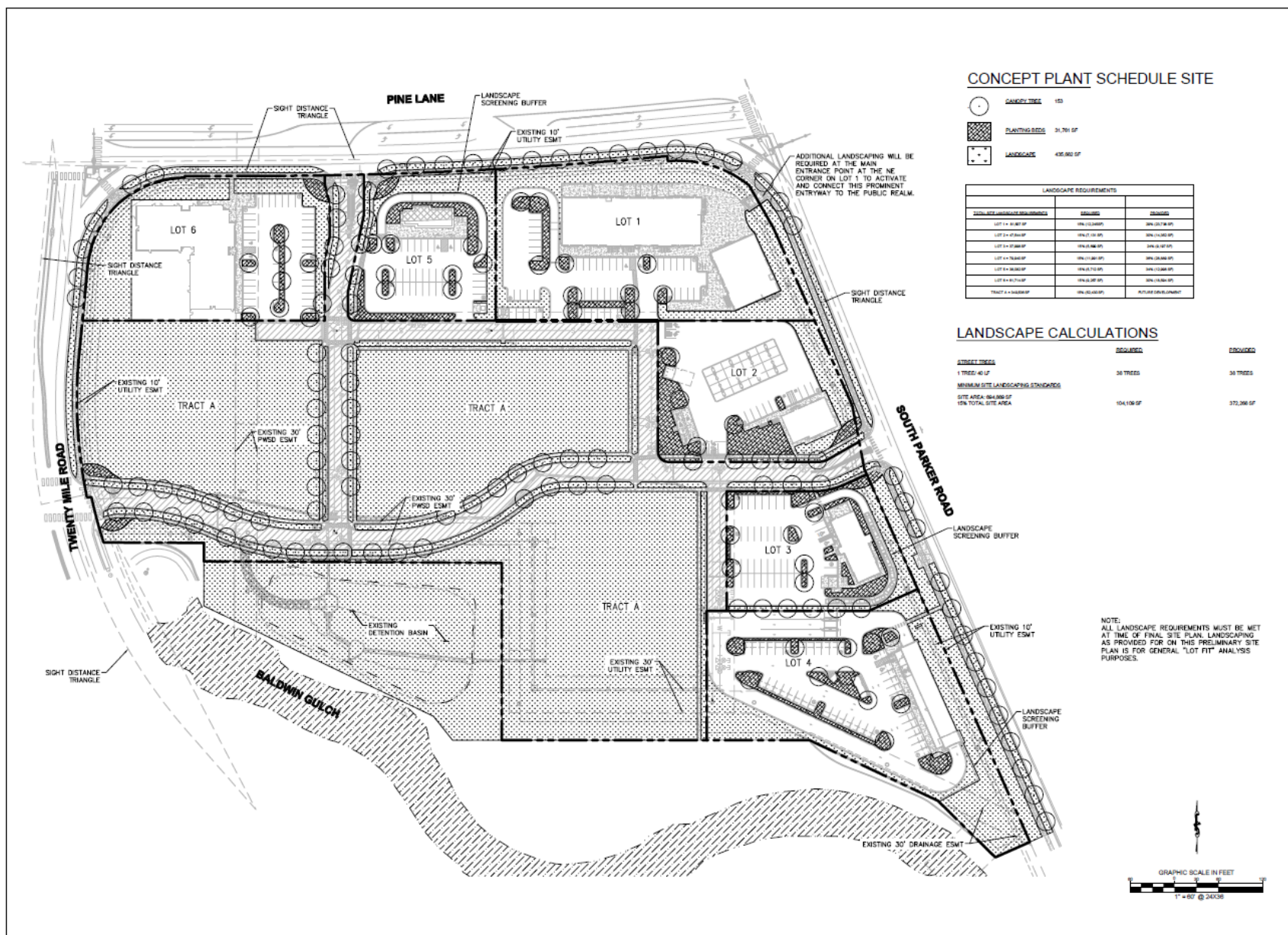
This site is commercially zoned and was originally mass graded in 2002. We are at a point where we have development interest and need to move forward. As such, in November 2019, we elected to remove the prairie dogs from our site in compliance with all State and local laws and ordinances using a professionally licensed exterminator. We have recently been made aware that there is a pending approval of a prairie dog specific draft ordinance in the Town that would require developers to exhaust humane options for relocating or exterminating prairie dogs occupying future development sites before resorting to toxic chemicals. The draft ordinance further suggests that the applicant may utilize a professional exterminator and that all products must be approved by the Colorado Department of Agriculture, U.S. Fish and Wildlife Service and the U.S. Environmental Protection Agency. Although this ordinance is not approved as of the date of this email, we were proactive in our approach as far back as 2018 and met these recommendations before they were even proposed.

In conclusion, we have always been willing to work with advocacy groups on their efforts for removal of prairie dogs and we have exhausted all other efforts over the last year and a half.

Ryan W. Amato P.C.
Senior Vice President
ryan@ramatopc.com
602 468 6108 direct
602 468 6100 main

Eisenberg Company
2710 East Camelback Road
Suite 210
Phoenix, AZ 85016

Preliminary Site Plan – Parker and Pine Mixed Use PD (Eisenberg Property)



EISENBERG COMPANY
2770 E CAMELBACK ROAD, SUITE 210
PHOENIX, AZ 85016

Address:

PARKER AND PINE
FILING 1
COUNTY OF DOUGLASS,
STATE OF COLORADO

Architect Information:



Naos Design Group, LLC
4848 SOUTH SPRING CREEK BLVD. #100
DENVER, CO 80237
PH: 303-756-6777
WWW.NAOS.COM

Kimley»Horn

4562 SOUTH ULSTER STREET
SUITE 1000
DENVER, CO 80237
PH: 303-228-2300

1.1.1 (REVISED)

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

Kimley»Horn
Kimley-Horn and Associates, Inc.

**PRELIMINARY
SITE PLAN**

Revisions:

#	Date	Description
1	06/16/2018	PLANNING SUBMITTAL
2	11/06/2018	TOWN REVIEW
3	11/06/2018	TOWN REVIEW
4	03/11/2020	TOWN REVIEW
5	05/08/2020	TOWN REVIEW

Sheet Title:

**PRELIMINARY
LANDSCAPE PLAN**

Date:

06/16/2018

Project Number:

096022001

Drawn by:

JMK

Sheet Number:

06 OF 06

SUBDIVISION AGREEMENT
Parker and Pine Minor Development Filing 1

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of Parker, a Colorado home rule municipality (the “Town”), and EVT Parker Colorado, L.L.C., an Arizona 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 and Pine Minor Development Filing 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. Intentionally left blank.

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

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

d. Prior to the issuance of a grading permit for the property, the Developer shall provide evidence of conformance with the existing CDOT permit, or obtain all necessary CDOT permits resulting from modifications to the existing permit.

e. The Developer shall construct a trail connection to the Baldwin Gulch Trail at time of site plan for Tract A and shall maintain or cause to be maintained, by itself or by means of an association formed in accordance with Paragraph 14, said connection.

f. The Parker and Pine Minor Development Filing 1 shall form an association in accordance with Paragraph 14 of this agreement and before any properties within the development are sold to third parties.

g. Prior to the acceptance for completeness of any site plan submittal, the Architectural Control Committee (ACC) shall be established. An approval letter from the ACC is a requirement of any site plan submittal for the development.

h. In the event the Developer purchases the detention pond tract that serves this Property, contained within Tract C, Parker Auto Plaza Filing 1, the Developer will convey that tract to an Owners' Association or Metro District.

i. The Developer desires and has agreed to contribute to Douglas County School District No. RE-1 (the "School District"), a school land dedication or cash-in-lieu (the "In-Lieu Fee") and capital mitigation (the "School Mitigation Fee"), prior to the Town's approval of any replat of any portion of Tract A on the Property (the "Replat"). The amount of the In-Lieu Fee and the School Mitigation Fee will be determined by the Developer and School District prior to the Town's approval of the Replat. The In-Lieu Fee shall be paid by the Developer in one (1) installment to the School District, concurrently with the recording of the Replat. The School Mitigation Fee for all residential units contained within an apartment building shall be paid by the Developer to the School District prior to the issuance of the first certificate of occupancy, temporary or otherwise, for a residential building on Tract A.

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 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 December 31, 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: EVT Parker Colorado, L.L.C.
Attn.: Craig Eisenberg
2710 E Camelback Road, Suite 210
Phoenix, Arizona 85016

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

EXHIBIT LIST

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

EXHIBIT A – LEGAL DESCRIPTION

LOT 1 BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, COUNTY OF DOUGLAS,
STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 3, PARKER
AUTO PLAZA FILING NO. 1 AS RECORDED AT RECEPTION NO. 2004113377 OF
THE DOUGLAS COUNTY RECORDS;

THENCE FOLLOWING THE BOUNDARY OF SAID LOT 1 THE FOLLOWING
TWENTY-TWO (22) COURSES:

1. NORTH 89°55'03" EAST, 105.03 FEET TO A POINT OF TANGENT
CURVATURE;
2. EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, THE RADIAL
LINE TO THE CENTER POINT BEARS NORTH 00°04'57" WEST A RADIUS
OF 5,785.00 FEET, THRU A CENTRAL ANGLE OF 05°27'44", AN ARC
LENGTH OF 551.51 FEET, WHOSE CHORD BEARS NORTH 87°11'11"
EAST A LENGTH OF 551.29 FEET;
3. SOUTH 05°32'41" EAST, 7.00 FEET TO A POINT OF NON TANGENT
CURVATURE;
4. EASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL
LINE TO THE CENTER POINT BEARS SOUTH 05°32'41" EAST, A RADIUS
OF 153.00 FEET, THRU A CENTRAL ANGLE OF 44°14'53", AN ARC
LENGTH OF 118.16 FEET, WHOSE CHORD BEARS SOUTH 73°25'14"
EAST A LENGTH OF 115.24 FEET;
5. SOUTH 29°43'18" EAST, 66.60 FEET;
6. SOUTH 23°56'20" EAST, 264.14 FEET;
7. SOUTH 10°49'51" EAST, 88.19 FEET;
8. SOUTH 23°56'20" EAST, 553.91 FEET;
9. SOUTH 66°06'54" WEST, 51.46 FEET;
10. NORTH 45°24'20" WEST, 109.52 FEET;
11. NORTH 64°44'06" WEST, 193.03 FEET;
12. SOUTH 89°59'52" WEST, 417.86 FEET;
13. NORTH 00°00'08" WEST, 240.75 FEET;
14. NORTH 89°42'09" WEST, 404.78 FEET;
15. NORTH 00°17'51" EAST, 25.00 FEET;
16. NORTH 89°42'09" WEST, 136.54 FEET TO A POINT OF NON TANGENT
CURVATURE;
17. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL
LINE TO THE CENTER POINT BEARS NORTH 72°03'06" EAST, A RADIUS
OF 625.00 FEET, THRU A CENTRAL ANGLE OF 05°51'30", AN ARC
LENGTH OF 63.90 FEET, WHOSE CHORD BEARS NORTH 15°01'09" WEST
A LENGTH OF 63.88 FEET;
18. SOUTH 86°37'09" WEST, 6.07 FEET TO A POINT OF NON TANGENT
CURVATURE;

19. NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS NORTH $77^{\circ}59'36''$ EAST, A RADIUS OF 631.00 FEET, THRU A CENTRAL ANGLE OF $17^{\circ}27'40''$, AN ARC LENGTH OF 192.30 FEET, WHOSE CHORD BEARS NORTH $03^{\circ}16'34''$ WEST A LENGTH OF 191.56 FEET;
20. NORTH $05^{\circ}27'16''$ EAST, 123.41 FEET TO A POINT OF NON TANGENT CURVATURE;
21. NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, THE RADIAL LINE TO THE CENTER POINT BEARS SOUTH $84^{\circ}33'45''$ EAST, A RADIUS OF 132.96 FEET, THRU A CENTRAL ANGLE OF $84^{\circ}26'53''$, AN ARC LENGTH OF 196.05 FEET, WHOSE CHORD BEARS NORTH $47^{\circ}40'43''$ EAST A LENGTH OF 178.76 FEET;
22. NORTH $00^{\circ}04'57''$ WEST, 2.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (694,869 SQUARE FEET) 15.9520 ACRES, MORE OR LESS.

PARKER AND PINE FILING 1
A REPLAT OF LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1
SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 1 OF 3

15.9520 ACRES - 6 LOTS & 1 TRACT

LEGAL DESCRIPTION:

LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 9 AND THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO.

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, TRACTS, AND EASEMENTS AS SHOWN HEREON UNDER THE NAME AND SUBDIVISION OF **PARKER AND PINE FILING 1**. THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC UTILITIES AND CABLE COMMUNICATION SYSTEMS AND OTHER PURPOSES AS SHOWN HEREON. THE ENTITIES ARE RESPONSIBLE FOR PROVIDING THE UTILITY SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED ARE HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTIES FOR INSTALLATION, MAINTENANCE AND REPLACEMENT OF UTILITY LINES AND RELATED FACILITIES. THE OWNERS OF THE LANDS DESCRIBED HEREIN ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF DRAINAGE EASEMENTS SHOWN HEREON AND RELATED FACILITIES, AS PROVIDED IN THE STORM DRAINAGE AND ENVIRONMENTAL CRITERIA MANUAL, AS AMENDED. THE UNDERSIGNED GRANTS THE TOWN OF PARKER A PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO ADJACENT PROPERTY TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE, AS AMENDED; AND TO MAINTAIN, OPERATE AND RECONSTRUCT THE DRAINAGE EASEMENTS AND RELATED FACILITIES NOT COVERED BY CHAPTER 4.08 OF THE PARKER MUNICIPAL CODE AS AMENDED, WHEN THE OWNER(S) FAIL TO ADEQUATELY MAINTAIN SUCH DRAINAGE EASEMENTS AND RELATED FACILITIES, WHICH MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S). ALL PUBLIC STREETS AND RIGHTS-OF-WAY SHOWN HEREON ARE DEDICATED AND CONVEYED TO THE TOWN OF PARKER, COLORADO, IN FEE SIMPLE ABSOLUTE, FOR PUBLIC USES AND PURPOSES. DRAINAGE AND DETENTION EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE TOWN. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS FROM AND TO THE ADJACENT PROPERTIES FOR CONSTRUCTION, REPAIR, MAINTENANCE, OPERATION AND REPLACEMENT OF STORM SEWERS AND DRAINAGE FACILITIES. THE UNDERSIGNED GRANTS TO THE TOWN A SIGHT EASEMENT(S) AS SHOWN HEREON WITHIN THE SUBDIVISION TO MAINTAIN ADEQUATE SIGHT DISTANCE AT ALL ROADWAY INTERSECTIONS AS PROVIDED BY THE TOWN OF PARKER ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL, AS AMENDED. THE TOWN IS HEREBY GRANTED THE PERPETUAL RIGHT OF INGRESS AND EGRESS ACROSS ALL LOTS AND TRACTS WITHIN THE SUBDIVISION TO REMOVE ANY OBSTRUCTION TO THE PROPER SITE DISTANCE, INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURE, FENCE, UTILITY BOX, RAISED MEDIAN AND LANDSCAPING, AT THE SOLE COST AND EXPENSE OF THE OWNER OF THE LOT AND/OR TRACT UPON WHICH SUCH OBSTRUCTION IS SITUATED. THE OWNERS OR ADJACENT PROPERTY OWNERS OF THE LANDS ARE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF SIGHT EASEMENTS SHOWN HEREON. WHEN THE OWNER(S) OR ADJACENT OWNERS FAIL TO ADEQUATELY MAINTAIN SUCH SIGHT EASEMENTS, THE MAINTENANCE, OPERATION AND RECONSTRUCTION SHALL BE AT THE COST OF THE OWNER(S).

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. §1 531, ET SEQ., AS AMENDED, OR WITH ANY OTHER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS.

OWNER:

EVT PARKER COLORADO, LLC, A ARIZONA LIMITED LIABILITY COMPANY

BY: _____
SIGNATURE PRINT NAME AND TITLE

NOTARY:

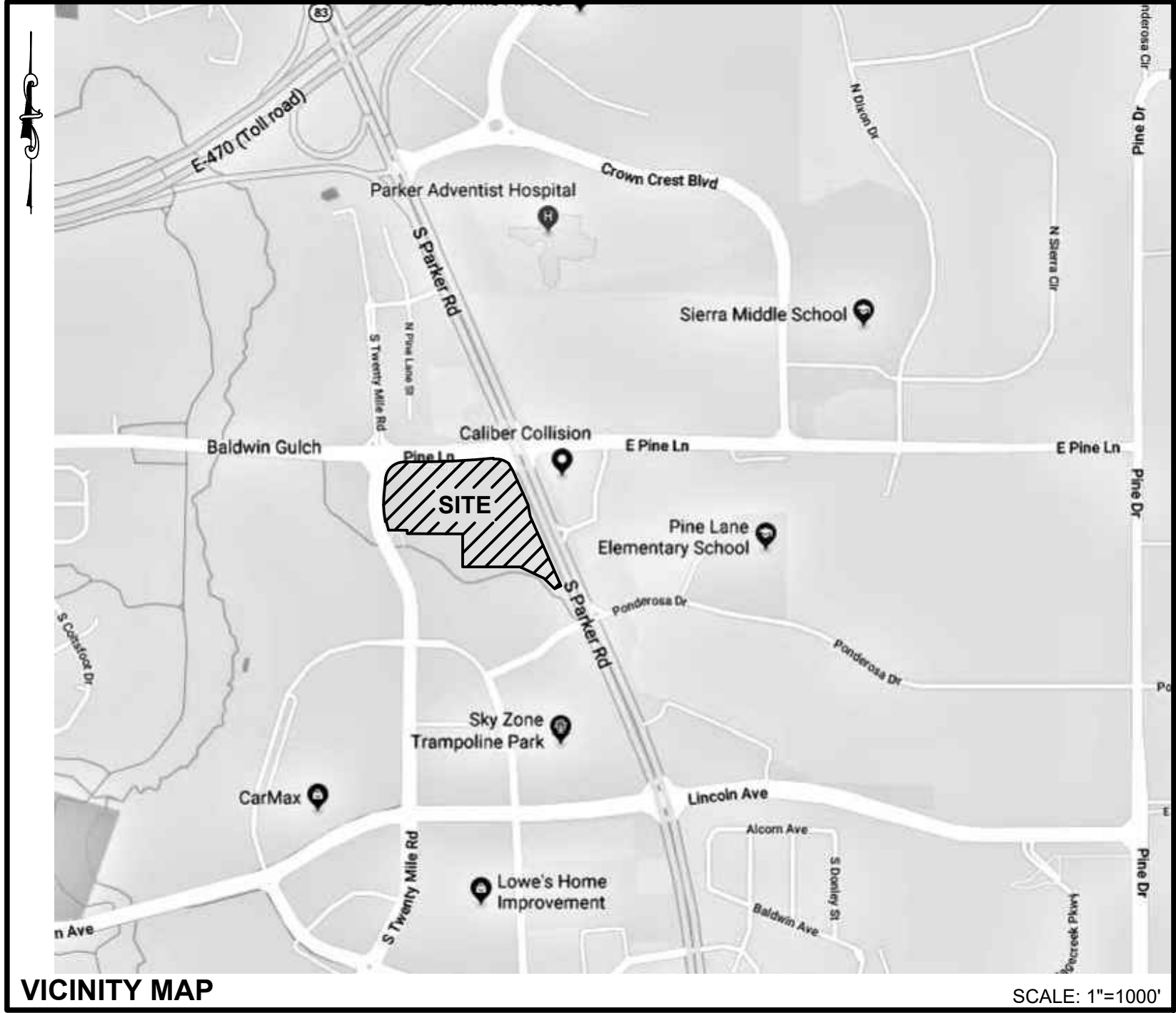
STATE OF _____)
COUNTY OF _____) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____



SHEET INDEX

SHEET	TITLE
1	COVER SHEET
2	PLAT SHEET
3	ACCESS EASEMENT SHEET

GENERAL NOTES:

- THE PURPOSE OF THIS REPLAT IS TO SUBDIVIDE LOT 1, BLOCK 3 INTO SEVEN FEE SIMPLE LOTS, TRACTS AND TO DEDICATE NEW EASEMENTS.
- THIS PLAT WAS BASED INFORMATION CONTAINED IN TITLE COMMITMENT NUMBER 100-N0024156-020-SB1 PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF SEPTEMBER 9, 2019, AND DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR FOR OTHER EASEMENTS AND/OR EXCEPTIONS OF RECORD.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SW 1/4 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE 6TH PRINCIPAL MERIDIAN BEARING N00°17'51"E AS REFERENCED ON THE PLAT OF PARKER AUTO PLAZA FILING NO. 1 AND BOUNDED BY THE MONUMENTS SHOWN HEREON..
- BY GRAPHIC PLOTTING ONLY THE SUBJECT PROPERTY IS SITUATED IN FLOOD ZONE "X" AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 08035C0067G WITH AN REVISED DATE OF MARCH 16, 2016. NO OFFICE CALCULATIONS OR FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS INFORMATION.
- THE SUBJECT PROPERTY IS AFFECTED BY AN AVIGATION AND HAZARD EASEMENT RECORDED ON SEPTEMBER 6, 2001 IN BOOK 2124 AT PAGE 522 OF THE DOUGLAS COUNTY, COLORADO RECORDS.
- ALL UNITS ARE IN U.S. SURVEY FEET.
- 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 COMMITS A CLASS TWO (2) MISDEMEANOR, PURSUANT TO STATE STATUTE 18-4-508 OF THE COLORADO REVISED STATUTES.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPANCY AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- LOTS 1 THROUGH 6 ARE SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS PARKING EASEMENT FOR THE SHARED USE OF ALL PARKING SPACES SITUATED WITH THE PROPERTIES SHOWN HEREIN. THE OWNER OF EACH LOT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THERE RESPECTIVE LOT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- 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.
- THE MAINTENANCE OF INTERNAL ACCESS DRIVES AND ROAD WILL BE THE RESPONSIBILITY OF THE BUSINESS OWNERS ASSOCIATION.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS AND NECESSARY ONSITE IMPROVEMENTS ARE COMPLETED AND PROBATIONALLY ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE, SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED IN WRITING BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT ORDINANCE.
- TRACT A' IS HEREBY ESTABLISHED AS A PARCEL TO BE RE-PLATTED IN THE FUTURE INTO BUILDABLE LOTS. AT SUCH TIME AS A REPLAT IS APPROVED FOR THIS TRACT, PUBLIC IMPROVEMENTS ASSOCIATED WITH THE RESULTING LOTS WILL BE DETERMINED BY A SIGNED AND FINANCIALLY SECURED SUBDIVISION AGREEMENT WITH EACH REPLAT APPLICATION. NO PORTION OF THE TRACT SHALL BE DEVELOPED, INCLUDING BUT NOT LIMITED TO, STAKING, OVERLOT GRADING, OR THE ERECTION OF ANY STRUCTURE, TEMPORARY OR OTHERWISE, UNTIL THE PROPERTY IS RE-PLATTED AND/OR SITE PLAN APPROVAL IS OBTAINED, EXCEPT AS ALLOWED FOR IN THE PARKER & PINE RETAIL CONSTRUCTION PLANS.

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 AND PINE FILING 1** WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 31ST DAY OF AUGUST, 2017, 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
COLORADO REGISTERED
PROFESSIONAL LAND SURVEYOR NO. 33202
FOR AND ON BEHALF OF
ENGINEERING SERVICE COMPANY



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 _____)
COUNTY OF _____) SS

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____, BY _____ OF FIDELITY NATIONAL TITLE INSURANCE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

PLANNING COMMISSION:

THIS MINOR DEVELOPMENT PLAT WAS REVIEWED BY THE PLANNING COMMISSION ON THE _____ DAY OF _____, 20_____.

PLANNING DIRECTOR, _____
ON BEHALF OF THE PLANNING COMMISSION

TOWN COUNCIL:

THIS PLAT WAS APPROVED BY THE TOWN COUNCIL AND/OR, WHERE APPLICABLE, THE PLANNING DIRECTOR AND DIRECTOR OF ENGINEERING OF THE TOWN OF PARKER, COLORADO, ON THE _____ DAY OF _____, 20_____, FOR FILING 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 OF 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.

LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1 IS HEREWITH AMENDED BY THIS PLAT WHICH IS HEREBY APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PARKER, COLORADO, FOR FILING IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, SUBJECT TO ALL COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AGAINST AND APPURTENANT TO THE ORIGINAL PLAT RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY CLERK AND RECORDER, RECEPTION NO. 2004113377.

TOWN OF PARKER, DIRECTOR OF
COMMUNITY DEVELOPMENT

TOWN OF PARKER, DIRECTOR OF
ENGINEERING

CLERK AND RECORDER:

STATE OF COLORADO)
COUNTY OF DOUGLAS) SS

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 _____

OWNER/APPLICANT:

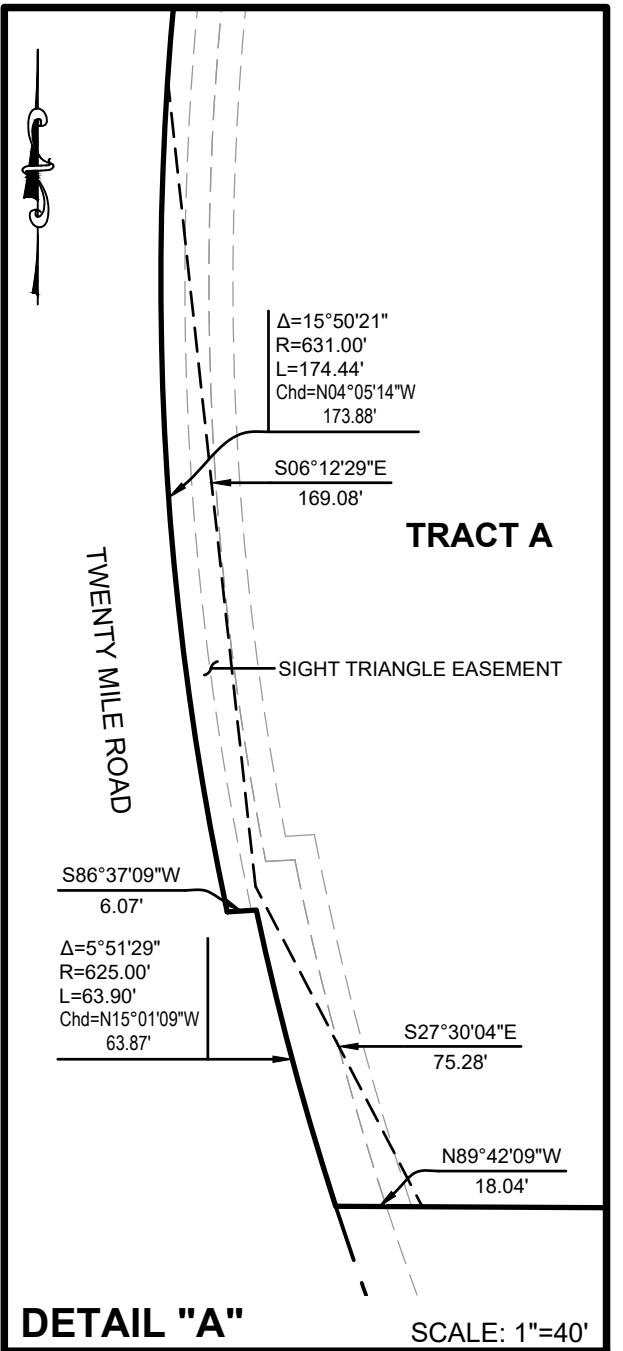
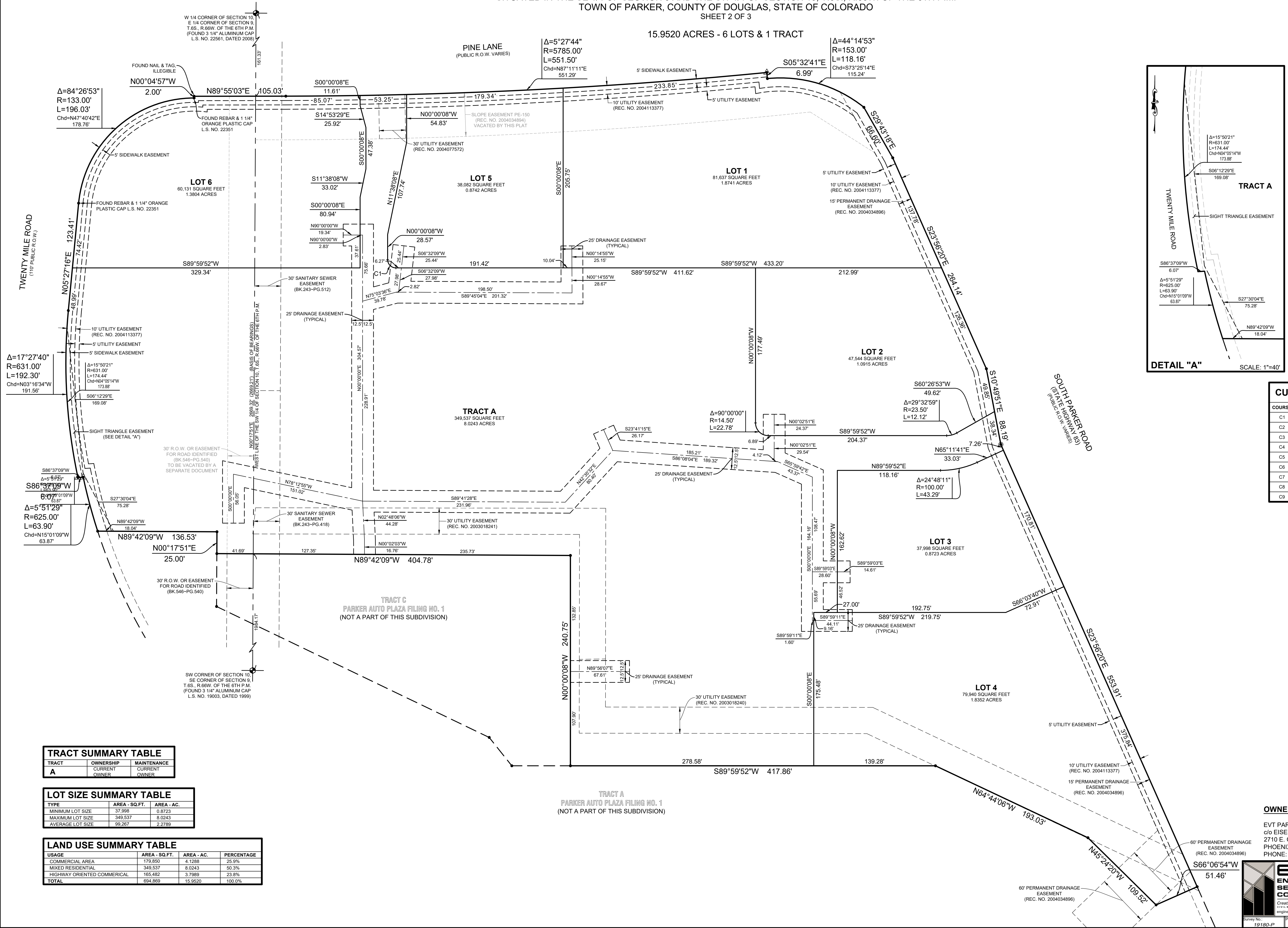
EVT PARKER COLORADO, LLC
c/o EISENBERG COMPANY, INC.
2710 E. CAMELBACK RD., STE. 210
PHOENIX, ARIZONA 85016
PHONE: (602) 468-6100

	ESC ENGINEERING SERVICE COMPANY	14190 East Evans Avenue Aurora, Colorado 80014	Revision Dates: 10/28/2019 03/09/2020 04/23/2020 06/01/2020
	Creative Solutions Since 1964 CIVIL ENGINEERS / LAND SURVEYORS engineering@escvco.com	P 303.337.1393 F 303.337.7481 T/F 1.877.273.0659	Survey No. 19180-P Project No. 894.001 Date: 05/09/2018 Field Book No. 914, 916 Sheet No. 1 OF 3

PARKER AND PINE FILING 1

A REPLAT OF LOT 1, BLOCK 3, PARKER AUTO PLAZA FILING NO. 1
SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 2 OF 3

15.9520 ACRES - 6 LOTS & 1 TRACT



LEGEND	
PLAT BOUNDARY LINE	
ADJACENT LOT/PARCEL LINES	
SECTION LINE	
NEW LOT LINE	
EXISTING EASEMENT LINE	
NEW EASEMENT LINE	
BK. PG.	BOOK AND PAGE
L.S. NO.	LAND SURVEYOR NUMBER
REC. NO.	RECEPTION NUMBER
R.O.W.	RIGHT-OF-WAY
(XX.XX)	DIMENSION PER PLAT
SECTION CORNER	
FOUND REBAR & 3/4" RED PLASTIC CAP L.S. NO. 23524 UNLESS NOTED OTHERWISE	
FOUND NAIL & TAG L.S. NO. 23524	
SET 3/4"x24" REBAR & 1 1/4" YELLOW PLASTIC CAP L.S. NO. 33202	

CURVE DATA TABLE					
COURSE	DELTA	RADIUS	LENGTH	CHD BEARING	CHD LENGTH
C1	90°00'00"	9.50'	14.92'	S45°00'08"E	13.44'
C2	0°07'43"	5785.00'	12.89'	N88°29'00"E	12.99'
C3	0°07'44"	5785.00'	13.00'	N88°36'43"E	13.00'
C4	0°19'40"	5785.00'	33.08'	N88°50'25"E	33.08'
C5	0°04'15"	5785.00'	7.16'	N89°02'22"E	7.16'
C6	2°54'04"	625.00'	31.64'	S16°29'51"E	31.64'
C7	2°51'33"	625.00'	31.19'	S13°37'03"E	31.19'
C8	0°05'52"	625.00'	1.07'	S12°08'20"E	1.07'
C9	1°29'34"	631.00'	16.44'	S11°15'37"E	16.44'

TRACT SUMMARY TABLE		
TRACT	OWNERSHIP	MAINTENANCE
A	CURRENT OWNER	CURRENT OWNER

LOT SIZE SUMMARY TABLE		
TYPE	AREA - SQ.FT.	AREA - AC.
MINIMUM LOT SIZE	37,998	0.8723
MAXIMUM LOT SIZE	349,537	8.0243
AVERAGE LOT SIZE	99,267	2.2789

LAND USE SUMMARY TABLE			
USAGE	AREA - SQ.FT.	AREA - AC.	PERCENTAGE
COMMERCIAL AREA	179,850	4.1288	25.9%
MIXED RESIDENTIAL	349,537	8.0243	50.3%
HIGHWAY ORIENTED COMMERCIAL	165,482	3.7989	23.8%
TOTAL	694,869	15.9520	100.0%

OWNER/APPLICANT:

EVT PARKER COLORADO, LLC
c/o EISENBERG COMPANY, INC.
2710 E. CAMELBACK RD., STE. 210
PHOENIX, ARIZONA 85016
PHONE: (602) 468-6100

ESC
ENGINEERING
SERVICE
COMPANY

Creative Solutions Since 1964
CIVIL ENGINEERS (LAND SURVEYORS)
engineerserviceco.com

14190 East Evans Avenue
Aurora, Colorado 80014

P 303.337.1393
F 303.337.7481
T/F 1.877.273.0659

Survey No. 19180-P
Project No. 894.001
Date: 05/09/2018
Field Book No. 914, 916
Sheet No. 2 OF 3

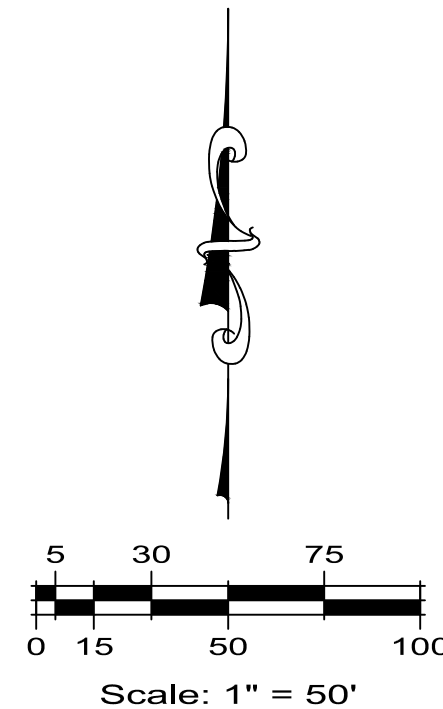
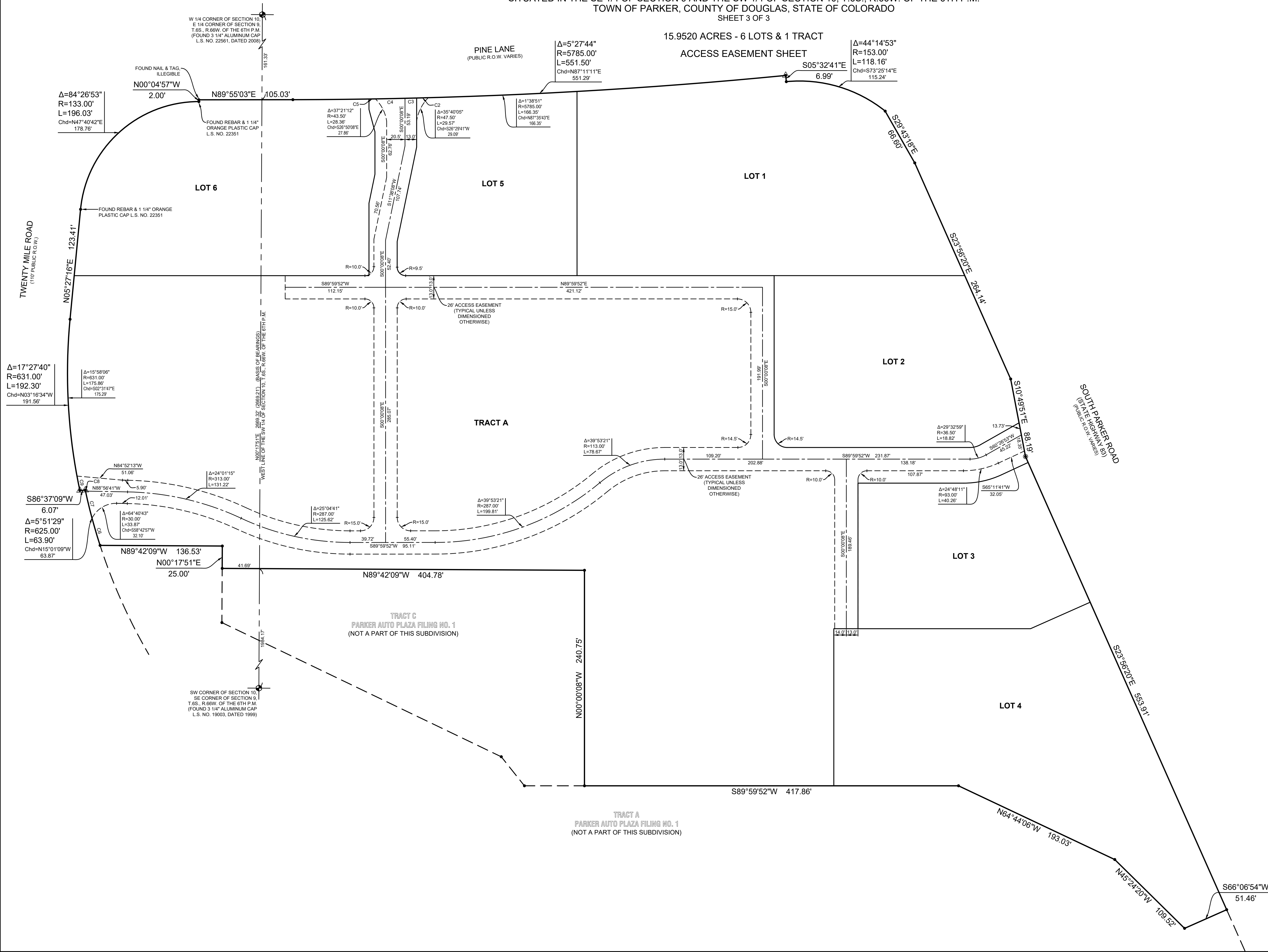
Revision Dates:
10/28/2019
03/09/2020
04/23/2020
06/01/2020

PARKER AND PINE FILING 1

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SITUATED IN THE SE 1/4 OF SECTION 9 AND THE SW 1/4 OF SECTION 10, T.6S., R.66W. OF THE 6TH P.M.
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
SHEET 3 OF 3

15.9520 ACRES - 6 LOTS & 1 TRACT

ACCESS EASEMENT SHEET



LEGEND	
—	PLAT BOUNDARY LINE
---	ADJACENT LOT/PARCEL LINES
---	SECTION LINE
---	NEW LOT LINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
BK. PG.	BOOK AND PAGE
L.S. NO.	LAND SURVEYOR NUMBER
REC. NO.	RECEPTION NUMBER
R.O.W.	RIGHT-OF-WAY
(XX.XX)	DIMENSION PER PLAT
●	SECTION CORNER
●	FOUND REBAR & 3/4" RED PLASTIC CAP L.S. NO. 23524 UNLESS NOTED OTHERWISE
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OWNER/APPLICANT:

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Revision Dates
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06/01/2020

Survey No.
19180-P

Project No.
894.001

Date
05/09/2018

Field Book No.
914, 916

Sheet No.
3 OF 3



Exhibit C

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client:	EVT Parker Colorado LLC., C/C Eisenberg Company	Date:	2/21/2020
Project:	Parker & Pine Mixed Use	Prepared By:	ERS
KHA No.:	096502001	Checked By:	DLS

Title: **Parker & Pine Mixed Use - Phase 1 - Exhibit C: Public Improvements**

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Earthwork				
	Cut/Fill (Detention Basin Earthwork)	1000	CY	\$ 8	\$ 8,000
2	Storm Drainage				
	42" RCP	55	LF	\$ 170	\$ 9,350
	36" RCP	47	LF	\$ 150	\$ 7,050
	Flared End Section	2	Each	\$ 3,000	\$ 6,000
	Forebay	2	Each	\$ 18,600	\$ 37,200
	Trickle Channel	173	LF	\$ 81	\$ 14,013
	Micropool	1	Each	\$ 15,000	\$ 15,000
3	Roadway				
	Sidewalk	2020	SY	\$ 24	\$ 48,480
	Accessible Ramp	6	EA	\$ 5,700	\$ 34,200
	Unpaved Maintenance Access to Detention Pond	350	SY	\$25.00	\$ 8,750

- Basis for Cost Projection:**
- ☐ No Design Completed
- ☐ Preliminary Design
- ☒ Final Design

Subtotal:		\$ 188,043
Contingency	10%	\$18,804
Mobilization	5%	\$9,402.15
Surveying	3%	\$5,641.29
CM & Testing	12%	\$22,565.16
Project Total:		\$244,456
Required Security:	110%	\$268,901

Design Engineer:

Daniel L. Skeehan, P.E.

Registered Professional Engineer, State of Colorado No. 46391

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

with postage or cost of transmission prepaid and properly addressed to the above letterhead address.

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.

Very truly yours,
[Name of Bank]

By: _____
Signature of Authorized Signing Officer

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

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, as _____ of _____.

My commission expires: _____.

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

EXHIBIT E

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 6/12/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit E: Streetscape Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Shade Trees (2" Caliper Minimum)	79	Each	\$ 600	\$ 47,400
	Ornamental Trees (2" Caliper Minimum)	21	Each	\$ 500	\$ 10,500
	Sod with Soil Preparation	37,335	SF	\$ 0.85	\$ 31,735
	Temporary Native See Mix For Erosion	657,729	SF	\$ 0.12	\$ 78,927
	River Rock Mulch	3,742	SF	\$ 1.50	\$ 5,613
	Metal Edger	450	LF	\$ 1.00	\$ 450
5	Irrigation				
	Backflow Preventer (2")	1	Each	\$ 2,000	\$ 2,000
	Pedestal Controller	1	Each	\$ 3,500	\$ 3,500
	Rain Sensor	1	Each	\$ 150	\$ 150
	Flow Sensor (2")	1	Each	\$ 200	\$ 200
	Valves (1", 1.5", 2")	20	Each	\$ 250	\$ 5,000
	Quick-Coupling Valve	1	Each	\$ 250	\$ 250
	Irrigation Lateral (PVC)	14,835	LF	\$ 3.00	\$ 44,505
	Irrigation Mainline (PVC)	4,305	LF	\$ 5.00	\$ 21,525
	Pipe Sleeve	672	LF	\$ 4.00	\$ 2,688
	Sprinkler Heads	889	Each	\$ 25	\$ 22,225
	Root Watering System	202	Each	\$ 30	\$ 6,060

- Basis for Cost Projection:**
- ☐ No Design Completed
 - ☐ Preliminary Design
 - ☒ Final Design

Subtotal:	\$ 282,728
Contingency 10%	\$28,273
Mobilization 0%	\$0.00
Surveying 0%	\$0.00
CM & Testing 0%	\$0.00
Project Total:	\$311,001
Required Security: 110%	\$342,101

Design Engineer:



Daniel L. Skeehan, P.E.
Registered Professional Engineer, State of Colorado No. 46391

EXHIBIT F

Kimley-Horn & Associates, Inc.

Opinion of Probable Construction Cost

Client: EVT Parker Colorado LLC., C/C Eisenberg Company	Date: 6/12/2020
Project: Parker & Pine Mixed Use	Prepared By: ERS
KHA No.: 096502001	Checked By: DLS

Title: Parker & Pine Mixed Use - Phase 1 - Exhibit F: Landscape Improvements

Since Kimley-Horn & Associates, Inc. has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining price, or over competitive bidding or market conditions, any and all opinions as to the cost herein, including but not limited to opinions as to the costs of construction materials, shall be made on the basis of experience and best available data. Kimley-Horn & Associates, Inc. cannot and does not guarantee that proposals, bids, or actual costs will not vary from the opinions on costs shown herein. The total costs and other numbers in this Opinion of Probable Cost have been rounded.

Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
4	Landscaping				
	Evergreen Strubs (5 Gal.)	6	Each	\$ 39	\$ 234
	Deciduous Strubs (5 Gal.)	273	Each	\$ 27.00	\$ 7,371
	Ornamental Grasses	452	Each	\$ 17.00	\$ 7,684
	Rock Mulch (3" Depth)	6,800	SF	\$ 1.55	\$ 10,540
	Steel Edging	350	FT	\$ 1.50	\$ 525
5	Irrigation				
	Drip Irrigation	3,555	SF	\$ 0.35	\$ 1,244
Basis for Cost Projection:					
☐ No Design Completed					
☐ Preliminary Design					
☒ Final Design					
Subtotal:					\$ 27,598
Contingency 10%					\$2,760
Mobilization 0%					\$0.00
Surveying 0%					\$0.00
CM & Testing 0%					\$0.00
Project Total:					\$30,358
Required Security: 110%					\$33,394

Design Engineer:



Daniel L. Skeeahan, P.E.

Registered Professional Engineer, State of Colorado No. 46391



Request for Town Council Action

Date: July 6, 2020

Submitted By: Jim Maloney, Town Attorney
John Fussa, Community Development Director
Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.318 - Second Reading**
A Bill for an Ordinance Approving the Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered By the U.S. Department of Housing and Urban Development By and Between the Board of County Commissioners of the County of Douglas, State of Colorado, and the Town of Parker

Department: **Town Attorney, Jamie Wynn**
Community Development, John Fussa

EXECUTIVE SUMMARY

Douglas County and the Town of Parker previously participated in the Community Development Block Grant (CDBG) Program but opted out of the Program in June, 2016. The County notified the U.S. Department of Housing and Urban Development in April, 2020 of their intention to requalify as an Urban County for the CDBG Program starting in Fiscal Year 2021 through 2023. The Town of Parker qualifies as a "Metropolitan City" and has the option of deferring participation or accepting participation in the CDBG Program as a "Metropolitan City" or by entering into a partnership with Douglas County as a unit of general local government. The latter option would be exercised through the execution of an Intergovernmental Agreement (IGA).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

According to the U.S. Department of Housing and Urban Development (HUD), the Community Development Block Grant (CDBG) Program "provides annual grants on a formula basis to

entitled cities and counties to develop viable communities by providing decent housing and a suitable living environment..." Previously, the Town had entered into an IGA for participation in the CDBG Program with Douglas County which held an "Urban County" status through HUD. The County and the Town opted out of participation in the CDBG Program in 2016.

Currently, Parker's population of greater than 50,000 qualifies the Town for a "Metropolitan City" status. Therefore, the Town may qualify as either a participant or a subrecipient in the CDBG Program. The Town could do so through its "Metropolitan City" status or as a unit of general local government by entering into an IGA with Douglas County.

Parker may participate in the CDBG Program through either means and certain funds would be allocated/available for the Town or non-profit organizations within it to utilize for eligible activities. The Town would partner with the County to identify the goals and activities to be funded by CDBG through the required Consolidated Plan and Annual Action Plan in accordance with HUD guidelines.

By entering into an IGA, the Town would agree to comply with applicable federal laws and regulations, as well as providing the County the information necessary for the Town's participation in the program as a unit of general local government with the County.

FINANCIAL IMPACT

None. The Town's FY 2020 CDBG eligibility is estimated at \$174,000 that would be available for eligible applicants in the community.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.318

RECOMMENDED MOTION

I move to approve Ordinance No. 9.318 on second reading.

ORDINANCE NO. 9.318, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEARS 2021-2023 ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, 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 Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Years 2021-2023 Administered by the U.S. Department of Housing and Urban Development by and between the Board of County Commissioners of the County of Douglas, State of Colorado, 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

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2021-2023 ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2020 by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“County”), and the City of Castle Pines (“City”), City of Lone Tree (“City”), and the Town of Parker (“Town”), located in Douglas County, State of Colorado.

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“Act”) (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administrated by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant (“CDBG”) Program issued by HUD to implement the Act and published in 24 C.F.R. Part 570 (“Regulations”) provide that a county must qualify as an “Urban County”, as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County’s CDBG Program; and

WHEREAS, Douglas County first qualified and began operating as an Urban County for the federal fiscal years (FYs) 2004-2006 based on HUD CPD Notice 03-04, Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2004-2006; and

WHEREAS, Douglas County opted out of the CDBG Program on June 28, 2016; and

WHEREAS, the County notified the U.S. Department of Housing and Urban Development on April 17, 2020 of the County’s intention to requalify as an Urban County for the CDBG Program in FY 2021; and

WHEREAS, the rules and regulations to qualify or requalify as an Urban County are published annually and the notice for the FY 2021-2023 are published in HUD CPD Notice 20-03, Instructions for Urban County Qualification for Participation in the CDBG Program for FY 2021-2023; and

WHEREAS, a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted to the County pursuant to C.R.S. §§ 29-3-101 to 123; §§ 30-11-101 and 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422; and

WHEREAS, a determination has been made by HUD that the County, through the Douglas County Multijurisdictional Housing Authority, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the County pursuant to C.R.S. § 29-1-204.5; and

WHEREAS, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City/Town and, therefore, its ability to conduct the CDBG Program in the City/Town is limited by the requirement that it must obtain permission from the City/Town to perform certain kinds of activities therein, and accordingly, in order for the City/Town to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City/Town and the County enter into a cooperation agreement wherein the City/Town authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City/Town as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the participating City/Town understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

WHEREAS, under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted by C.R.S. § 29-1-203, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

WHEREAS the City/Town now desires to become a participating jurisdiction under the County's status as an Urban County; and

WHEREAS, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program.

NOW, THEREFORE, in consideration of the premises and other provisions hereof, the parties agree as follows:

I. RESPONSIBILITIES OF THE CITY/TOWN

A. City, Town and County Cooperation

The City/Town will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City/Town during the federal program years this Agreement is in effect.

The City/Town will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City/Town. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City/Town understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City/Town shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City/Town as may be approved and authorized in: (1) the County's CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

B. Subrecipient Agreements

The City/Town understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570.503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City/Town shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City/Town to receive and continue receiving CDBG Funds, the following must occur:

1. The City/Town must execute this Agreement.

2. The City/Town must apply to the County for CDBG Funds for each specific project or activity.
3. The City/Town must sign a Subrecipient Agreement with the County for the specific project or activity. The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City/Town must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.
4. The City/Town must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.
5. The City/Town must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

C. Assurances and Certifications

The City/Town agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

D. Administrative Control

As to any proposed projects funded under this Agreement, the City/Town agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City/Town shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, during the period covered by this Agreement.

E. Non-Appropriation Clause

The City/Town agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non-appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

F. Excessive Force

With the exception of the City of Castle Pines, which receives law enforcement services through the Douglas County Sheriff's Office, the City/Town/County has adopted and is enforcing the following law enforcement measures:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdictions.

G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City/Town projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD, and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

H. Day-To-Day Supervision

The City/Town will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City/Town will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees. However, nothing herein shall be construed as a waiver of the rights and privileges of the County and the City/Town pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

I. Cost Overruns

Since the City/Town is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City/Town on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City/Town if its projects or activities cannot be completed with the funds allocated by the County to the City/Town. Any cost overruns shall be the sole responsibility of the City/Town or City/Town contractors, partnering entities or other assigns.

J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

K. Bonds

The City/Town will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

L. Insurance

The City/Town shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City/Town of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

1. Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	\$1,000,000

2. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

5. The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City/Town as certificate holders and name the County and the City/Town, their officers and employees as additional insureds. The County and the City/Town will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. The contractor shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

7. The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

8. Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Records

The City/Town shall maintain a complete set of books and records documenting its use of the CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City/Town shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with federal laws and regulations may be confirmed. The City/Town further agrees to provide

to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall be maintained for five (5) years after closing out the CDBG project.

N. Timelines

The City/Town shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City/Town shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City/Town understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City/Town that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City/Town will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R. § 570.902.

O. Limitations

The City/Town agrees that no more than two and one-half percent (2.5%) of the funds the City/Town actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City/Town understands that by executing this Agreement, it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

P. Financial Management

1. The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

2. The City/Town agrees that before the County can distribute any CDBG funds, the City/Town must submit to the County's Department of Community Development documentation and reimbursement form required by such Department which states the amount of funding the City/Town is requesting. Upon approval of the request, the County will distribute the requested funds to the City/Town or directly to the appropriate contractor on a reimbursement basis.

Q. Program Income

The City/Town agrees that, pursuant 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City/Town and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City/Town terminates participation in the County's CDBG Program, Program Income received subsequent to the City's/Town's termination shall be remitted to the County.

R. Asset Management

If the City/Town terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24 C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

S. State, City, Town and County Law Compliance

All responsibilities of the City/Town enumerated herein shall be subject to applicable State statutes, City/Town ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City/Town.

T. HOME Program Compliance

The City/Town understands that it:

1. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the County does not receive a HOME formula allocation, the City/Town cannot form a HOME consortium with other local governments. However, this does not preclude the City/Town from applying for State HOME funds.

U. ESG Program Compliance

The City/Town understands that it:

1. May receive a formula allocation under the ESG Program only through the Urban County. Thus, even if the County does not receive an ESG formula allocation, the City/Town cannot form a HOME consortium with other local governments. However, this does not preclude the City/Town from applying for State HOME funds.

II. RESPONSIBILITIES OF THE COUNTY

A. Legal Liability and Responsibility

The parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City/Town. Accordingly, the City/Town agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City/Town, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City/Town shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City/Town and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

III. RESPONSIBILITIES OF THE PARTIES

A. Federal Compliance

The parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City/Town is included, the provisions of the Act and all regulations, rules, and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City/Town and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5.105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 24 C.F.R. Part 85 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. §

982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City/Town shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

B. Length of Agreement

This Agreement will remain in effect until the CDBG funds, and where applicable, the HOME and ESG funds, and program income received with respect to the three-year qualification period FY 2021-2023) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is in effect.

C. Automatic Renewal

This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the City/Town provides written notice that it elects not to participate in a new qualification period. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City/Town of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City/Town sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of a City/Town to sign an amendment will void the automatic renewal of such qualification period.

D. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A. above.

E. Reporting

The City/Town will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion.

The County shall be responsible for confirming the compliance of the City's/Town's project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

F. Non-Profit Support

The parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the non-profit organizations that provide community service activities to the populations in need within the Urban County and the City/Town.

G. Transfer of Funds

The City/Town may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such city/town, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

IV. CONTRACT ALTERATION

The terms of this Agreement may be changed or altered only by the mutual agreement of the County and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned.

V. OTHER PROVISIONS

A. Entire Agreement. This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

B. 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.

C. Assignability. No party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

D. Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the parties is subject to the requirement of a prior appropriation of funds therefore by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

By: _____
Roger A. Partridge, Chair

ATTEST:

Deputy Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

**APPROVED AS TO FISCAL
CONTENT:**

Carmen Jackson-Brown
Senior Assistant County Attorney

Andrew Copland
Director of Finance

Date: _____

Date: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

Megan Datwyler
Risk Manager

Date: _____

CITY OF CASTLE PINES

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LONE TREE

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

APPROVED AS TO FORM:

Carol, Baumgartner, Town Clerk

James S. Maloney, Town Attorney

EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).
2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021-2023 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Request for Town Council Action

Date: July 6, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.01.123 - Second Reading**
A Bill for an Ordinance to Amend Title 13 of the Parker Municipal Code to Add a New Section 13.05.015, Concerning Unauthorized Camping in Floodplains

Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

The purpose of this amendment is to update the Parker Municipal Code to add a section to the Code to address the safety concerns with respect to camping in floodplains and the potential for property damage and injury or death to human life.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The safety issues related to camping in areas that may be prone to flooding include not only those risks to the individuals engaged in the unauthorized camping, but also the potential property damage or personal injury that might be caused by those individual's possessions during a flooding event, for example.

The Mile High Flood District engaged in public meetings to address the public safety and danger concerns with respect to individuals camping in designated floodplain areas. They have documented specific examples of injuries to humans, as well as to property, including flood-related deaths that have occurred due to individuals camping in floodplain areas.

Therefore, it is because of these risks that staff is recommending that Town Council adopt a new Parker Municipal Code Section 13.05.015 to specifically address these concerns, by prohibiting camping in floodplain areas.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 3.01.123

RECOMMENDED MOTION

I move to approve Ordinance No. 3.01.123 on second reading.

ORDINANCE NO. 3.01.123, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND TITLE 13 OF THE PARKER MUNICIPAL CODE TO ADD A NEW SECTION 13.05.015 CONCERNING UNAUTHORIZED CAMPING IN FLOODPLAINS

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

Section 1. The Parker Municipal Code is amended by the addition of a new Section 13.05.015 to read as follows:

13.05.015 Unauthorized camping prohibited in designated floodplains.

(a) Legislative intent.

(1) To protect the public health, safety and welfare of the Town, its residents, and visitors by prohibiting conduct in floodplains, which may endanger an individual or the general public.

(2) To allow for the removal of personal property reasonably believed to be the result of unauthorized camping in a floodplain, upon reasonable and adequate notice, and providing an opportunity for individuals to retrieve removed personal property upon request to the Town.

(b) For purposes of this Section, the following terms are specific to public property and are defined as follows:

Camp means to reside or dwell temporarily in a place, with shelter. The term "*shelter*" includes, without limitation, any tent, tarpaulin, lean-to, sleeping bag, bedroll, blankets, or any form of cover or protection from the elements other than clothing. The term "*reside or dwell*" includes, without limitation, conducting such activities as eating, sleeping, or the storage of personal possessions.

Floodplain means an area that is subject to flooding, including creeks, gulches, drainageways, channels, swales, detention ponds, culverts, and storm drains.

Personal property means any item that is reasonably recognizable as belonging to a person and that has apparent utility, including, without limitation, personal identification, eyeglasses, money or jewelry.

(c) It shall be unlawful for any person to camp in a floodplain.

(d) The Town may remove and store all unclaimed personal property found at an unauthorized camp site. Illegal items, such as illicit drugs and any items that reasonably appear to be evidence of a crime, will be turned over to the appropriate law enforcement agency. Any items otherwise not regarded as having apparent

utility or that are in an unsanitary condition will be immediately discarded. Removal of personal property under this Section shall be executed pursuant to the following procedure:

(1) At least seventy-two (72) hours prior to the proposed cleanup date, the Town will post a notice stating the date and time of the cleanup. The notice will be posted in the general vicinity of the personal property to be removed.

(2) In the event of the existence of a condition posing an imminent danger of damage or injury to or loss of life, limb, property or health, the Town shall provide a notice of cleanup no more than twenty-four (24) hours prior to the proposed cleanup date.

(3) Personal property removed from illegal camp sites shall be stored in a secure location and shall be held for a period of at least thirty (30) days from the date the cleanup occurred.

(4) An individual may claim ownership of an item of personal property within thirty (30) days from the last date that the cleanup occurred. The Town will not return items reasonably believed to be marijuana or products containing marijuana, and will dispose of such products in accordance with its Parker Police Department policies and procedures for the disposal of illicit substances.

(5) After the thirty- (30-) day storage period elapses, unclaimed personal property will be disposed of by either discarding, recycling, or otherwise disposing of such items, as determined by the Chief of Police.

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