

TOWN OF PARKER COUNCIL AGENDA

July 20, 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.

Virtual Public Participation by Zoom Webinar: Instructions on how to participate in the public hearing are available by viewing the individual Town Council meeting listings on the Town's online calendar at www.parkeronline.org/calendar.

Public Viewing Only - Facebook Live: Town Council meetings may be viewed through Facebook Live from the Town of Parker website: www.facebook.com/townofparkerco.

PLEASE NOTE: Public Participation is NOT available through Facebook Live.

1. TOWN COUNCIL MEETING SCHEDULE

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

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

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

2. PUBLIC COMMENTS (No action will be taken on these items.) *Public Comment 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.*

3. REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

4. **CONSENT AGENDA**

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

A. APPROVAL OF MINUTES - July 6, 2020

B. ORDINANCE NO. 9.320 - First Reading

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Town of Larkspur Concerning Local Governmental Distribution Under the CARES Act

Department: Town Attorney, Jim Maloney

Second Reading: August 3, 2020

C. CONTRACTS OVER \$100,000

1. Jordan Road Pedestrian Hybrid Beacon (CIP 20-019)

Amount: \$161,405.00

Contractor: TAT Construction, LLC

Department: Engineering/Public Works, Spencer Raish

5. **TOWN ADMINISTRATOR**

- Summer 2020 TA Report

6. **PUBLIC HEARINGS**

OLDE TOWN AT PARKER - Rezone, Sketch and Preliminary Plans (Continued to 8/3/20)

Applicant: Pacific North Enterprises, LLC

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

Department: Community Development, Carolyn Parkinson

TRAKiT No.: Z19-014, SUB19-014/SUB19-015

1. **ORDINANCE NO. 3.162.3 – Second 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
2. **Filing 2 - Sketch and Preliminary Plans**

7. **RESOLUTIONS**

RESOLUTION NO. 20-033

A Resolution to Opt-Out of the Tri-County Health Department Order to Require Mandatory Mask Wearing for All Residents of Douglas County, Colorado

Department: Town Attorney, Jim Maloney

8. **ORDINANCES**

A. **ORDINANCE NO. 1.543 - Second 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

B. **ORDINANCE NO. 9.319 - Second 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**

9. **ADJOURNMENT**

Parker Town Council

Executive Session Agenda

July 20, 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. Resolution No. 16-051, Series of 2016, concerning the application of a condition of approval to the Public Service Company transmission line project in the Town.
2. Proposed Tax and Fee Assistance Agreement for the Havana Bakery on Pikes Peak Avenue.
3. Section 13.04.240(b)(5) of the Parker Municipal Code concerning ORDINANCE NO. 3.162.3 – 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

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

4. Town Administrator Evaluation Process
5. Town Attorney Evaluation Process

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

6. Chapter 10.08 of the Parker Municipal Code concerning assembly permits for the communication or expression of ideas, views and grievances
7. Executive Order D 2020 138, Ordering Individuals in Colorado to Wear Non-Medical Face Coverings, and Tri-County Health Department Public Health Order Requiring Facial Coverings in Public Where Social Distancing Cannot Be Maintained

**TOWN OF PARKER COUNCIL
MINUTES
JULY 6, 2020**

Mayor Mike Waid called the meeting to order at 6:03 P.M. All Councilmembers were present; Renee Williams participated via the telephone.

Town Attorney Jim Maloney announced that the topics for discussion in Executive Session were four (4) items; under C.R.S. § 24-6-402(4)(e) there were two (2) items, the first was the election intergovernmental agreement with Douglas County and the second was Parker Automotive PD Guide and Plan concerning real property commonly known as the Eisenberg Property; under C.R.S. § 24-6-402(4)(f) there were two (2) items, the first was the Town Administrator Evaluation Process and the second was the Town Attorney Evaluation Process.

EXECUTIVE SESSION

Debbie Lewis moved and Joshua Rivero seconded to go into Executive Session at 6:04 P.M. to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e) and to consider personnel matters pursuant to C.R.S. § 24-6-402(4)(f).

The motion was approved unanimously.

Joshua Rivero moved and Debbie Lewis seconded to come out of Executive Session at 6:39 P.M.

The motion was approved unanimously.

Josh Rivero moved and Debbie Lewis seconded to recess the regular meeting at 6:40 P.M.

The motion was approved unanimously.

REGULAR MEETING

Mayor Waid reconvened the meeting at 7:00 P.M. Renee Williams participated remotely.

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

SPECIAL PRESENTATIONS

There were none.

PARKER CHAMBER OF COMMERCE UPDATES

Kara Massa of the Parker Chamber of Commerce provided a monthly update. She advised that they are still trying to work out something for the Wine Walk.

DOWNTOWN BUSINESS ALLIANCE UPDATES

Carrie Glassburn provided an update on the DBA and their monthly activities.

PUBLIC COMMENTS

Comments received will be attached to the minutes.

REPORTS, ITEMS AND COMMENTS FROM MAYOR AND COUNCIL

There were none.

CONSENT AGENDA

- 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

Joshua Rivero moved and Renee Williams seconded to approve Consent Agenda Items 7A through 7D.

The motion was approved unanimously.

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

Department: Town Attorney, Kristin Hoffmann

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. 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.

Public Comment - None

Joshua Rivero moved to approve Resolution No. 20-019.

John Diak seconded the motion.

The motion was approved unanimously.

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

7:16 P.M.

The property owner plans to develop a vacant property 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 June 11, 2020 and voted unanimously to recommend Town Council approval.

Applicant

The applicant provided a PowerPoint presentation. Ryan Amato of Eisenberg, Dan Skeeahan of Kimley Horn and Bill Mahar of Norris Design gave a brief summary of their role in this process.

Public Comment

The following individuals commented on prairie dogs:

Siobhan Cox, Vista Ridge Road (Elbert County)
Lynda Wilson, 11443 Regency Ct.

The Public Hearing was closed at 7:50 P.M.

John Diak asked about the prairie dog ordinance. It was pointed out that the property owner will need to comply with the ordinance.

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

Joshua Rivero moved to approve Ordinance No. 3.193.4 on second reading.

Debbie Lewis seconded the motion.

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

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

Joshua Rivero moved to approve Ordinance No. 3.355 on second reading.

Debbie Lewis seconded the motion.

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

3. **Minor Development Plat**

Joshua Rivero moved to approve the Parker and Pine Minor Development Plat, subject to the condition contained in staff's report.

(Condition: Prior to recordation, the applicant will satisfy all engineering comments related to SUB18-020.)

Debbie Lewis seconded the motion.

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

4. Subdivision Agreement

Joshua Rivero moved to approve the Subdivision Agreement for Parker and Pine Minor Development Filing 1.

Debbie Lewis seconded the motion.

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

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**

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). 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.

Public Comment - None

Joshua Rivero moved to approve Ordinance No. 9.318 on second reading.

Renee Williams seconded the motion.

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

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**

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.

It was pointed out that 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.

Public Comment – None

Joshua Rivero moved to approve Ordinance No. 3.01.123 on second reading.

Debbie Lewis seconded the motion.

The motion was approved unanimously.

The meeting was adjourned at 8:13 P.M.

Carol Baumgartner, Town Clerk

Mike Waid, Mayor



Request for Town Council Action

Date: July 20, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.320 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Town of Larkspur Concerning Local Governmental Distribution Under the CARES Act

Department: Town Attorney, Jim Maloney
Second Reading: August 3, 2020

EXECUTIVE SUMMARY

The purpose of this intergovernmental agreement (the “IGA”) is to allocate up to \$2,876,671 to the Town of Parker, for expenses that are eligible under the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”).

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On March 27, 2020, Congress adopted the CARES Act, which established a \$150-billion Coronavirus Relief Fund, a portion of which was allocated to the state of Colorado. The Governor issued an executive order allocating \$270 million for local governments that did not receive a direct distribution of funds under the CARES Act, including Douglas County, Parker, Lone Tree, Castle Pines, Castle Rock and Larkspur (the “Parties”). The purpose of the IGA is to establish the structure for reimbursement of the eligible expenses incurred by the Parties in compliance with the CARES Act (and described in Exhibit A to the IGA) and summarized as follows:

“a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

“b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and

“c. were incurred during the period that begins March 1, 2020, and ends on December 30, 2020 (collectively, “Eligible Expenses”).”

Under the IGA, Parker is allocated up to \$2,876,671.

FINANCIAL IMPACT

The Town will be reimbursed for eligible expenses incurred by the Town as defined by the CARES Act, as provided by the IGA.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.230

RECOMMENDED MOTION

I move to approve Ordinance No. 9.230 on first reading and to schedule second reading for August 3, 2020, as part of the consent agenda.

ORDINANCE NO. 9.320, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, AND THE TOWN OF LARKSPUR CONCERNING LOCAL GOVERNMENTAL DISTRIBUTION UNDER THE CARES ACT

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

Section 1. The Town Council of the Town of Parker hereby approves the Intergovernmental Agreement by and between the Board of County Commissioners of Douglas County, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines and the Town of Larkspur concerning Local Governmental Distribution under the CARES Act, 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

**INTERGOVERNMENTAL AGREEMENT
CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS**

This Intergovernmental Agreement, CARES Act Local Government Distributions (“Agreement”), is made and effective on _____, 2020, by and between the **BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**, Colorado, (referred to as “County”), and the Town of Castle Rock, The Town of Parker, The City of Lone Tree, the City of Castle Pines, and The Town of Larkspur, Colorado (individually referred to as “Municipality” or collectively as “Municipalities”). The County and Municipalities shall be referred herein as the “Parties.”

RECITALS

A. On March 19, 2020, pursuant to C.R.S. § 24-33.5-709, the Chairman of the Board of County Commissioners declared a local disaster emergency because the cost and magnitude of responding to and recovering from the impact of the pandemic is expected to exceed Douglas County’s available resources; and

B. The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, as set forth in C.R.S. § 24-33.5-709(2); and

C. On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (the “CARES Act”), which established a \$150 billion Coronavirus Relief Fund (the “Fund”); and

D. Pursuant to the CARES Act, the Governor of the State of Colorado issued Executive Order D 2020 070 which provided that “Two hundred seventy-five million dollars (\$270,000.00) for FY 2019-2020 and FY 2020-2021 in the CARES Act Fund shall remain available for units of local government that did not receive a direct distribution of funds in the CARES Act for expenses to facilitate compliance with COVID-19 related public health measures.” Executive Order D 2020 070 Directive II.A.10.

E. The State of Colorado designated the Department of Local Affairs (“DOLA”) as the fiscal agent to administer the CARES Act reimbursement program following eligibility verification performed by DOLA for the expenses.

F. On June 23, 2020, the County requested that the State of Colorado allocate the County’s share of the CARES Act reimbursements totaling \$30,124,485 (“Reimbursement Funds”) to Douglas County on behalf of the County and Municipalities via the Collaboration Agreement Regarding the Distribution of Coronavirus Aid, Relief and Economic Security (CARES) Act Funds to County and Local Governments.

G. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. 29-1-203, as amended, the Local Governments and the County have the authority to enter into intergovernmental agreements and authorizes governments to cooperate by contracting with one another for their mutual benefit; and

H. The Parties hereby desire to enter into this Agreement for the purposes of providing the structure for reimbursement of the Municipalities' a portion of the CARES Act Reimbursement Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. Term. This Agreement begins on the date of full execution by the Parties to this Agreement and shall expire on June 30, 2021. The Parties, however, acknowledge all continuing performance obligations, such as identified in Section 9, 10, and 12 below, that may extend beyond the term of this Agreement. Municipality agrees to execute an extension of this Agreement timely and in good faith as may be necessitated. The County reserves the right to terminate this Agreement at any time if the Municipality is not in material compliance with the terms hereof.

2. Reimbursement Funds Allocation Formula. The County has requested its share of the Reimbursement Funds from the Colorado Department of Local Affairs pursuant to the CARES Act. The parties agree to apportioning the \$30,124,485 allocated for Douglas County set forth herein.

DOUGLAS COUNTY CARES ACT DISTRIBUTION FORMULA			
Total Amount Allocated by DOLA to Douglas County			
Less 20% for contract tracing and testing			
Remaining amount split 25%/75%			
25% for County-wide services	75%		
	34% per capita	33% assessed value	33% FTE

3. The Municipalities' and County's Share of the Reimbursement Funds. The County and Municipalities hereby agree that the Municipalities' and County's share of the Reimbursement Funds shall be as follows; (the "Municipalities' and County's Distribution Amount").

TESTING AND CONTACT TRACING
20 % of Douglas County CARES Act Funding
\$6,024,897

DISTRIBUTION OF DOUGLAS COUNTY CARES ACT FUNDING	
ENTITY	AMOUNT
Castle Rock	\$3,486,031
Parker	\$2,876,671
Lone Tree	\$1,231,675
Castle Pines	\$380,359
Larkspur	\$36,608
Douglas County	\$10,063,347
County-wide services	\$6,024,897
Total	\$30,124,485

4. Eligible Expenses. By signing this Agreement, the parties hereby certify that the CARES Act Reimbursement Funds shall only be used to cover those costs and expenses that are eligible expenses in compliance with the CARES Act that are as follows, further described in Exhibit A attached hereto and incorporated herein:

- a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
- c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (collectively, “Eligible Expenses”).

5. Reimbursement Contingent Upon the Available of CARES Act Funds. Reimbursement is subject to and contingent upon the continuing availability of the CARES Act Funds. The parties hereto expressly recognize that the Eligible Expenses that are submitted to the County for reimbursement is contingent upon CARES Act funding distributed through DOLA. In the event that such funds or any part thereof are not received from DOLA, the County may immediately terminate this Agreement without liability, including liability for termination costs.

6. No Duplication of Funds Reimbursement. The Parties acknowledge and agree that the expenses submitted will only be submitted for CARES Act funding and will not be submitted for reimbursement or as expenses under any other federal government program, including but not limited to, FEMA or another aid program, regardless of its source.

7. Municipality Request for Reimbursement. The Municipality may make a request for reimbursement of its expenditures to the County. The Municipality's total requests for reimbursement, shall not exceed the Distribution Amount, unless mutually agreed upon by the Parties. Prior to making an expenditure reimbursement request, the Municipality may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

8. Form of Requests. The request for reimbursement shall be submitted using the form provided by the County attached hereto and incorporated herein as Exhibit B. Each request shall be accompanied with the following documentation before consideration:

- a. A description of the expenditure, the date of expenditure, amount of expenditure, vendor information, and a detailed explanation of how the expense was incurred in connection to COVID-19, and a certification from the City or Town Manager and or the Director of Finance that the requested reimbursements are for Eligible Expenses as defined in Section 4 of this Agreement.
- b. Any additional supporting information requested by the County or DOLA including but not limited to contracts, invoices, vouchers, receipts, payroll and time records, and any other supporting documentation needed to verify that the requested reimbursement is an Eligible Expense.
- c. The Municipality shall provide ACH or wire transfer instructions for distribution from the County of reimbursement of Eligible Expenses.

9. Reporting.

- a. DOLA. All Reimbursement Requests for Eligible Expenses submitted by the County on behalf of the County or Municipalities per this Agreement will be accompanied by the Request for Reimbursement ("RFR" Form) provided by DOLA with supporting documents and proof of payment. Per this Agreement, the Municipalities agree to provide any additional information requested by the County to complete the DOLA RFR form.
- b. None of the reporting requirements herein are intended to shift the responsibility of the Municipalities for ensuring that each dollar of the Municipalities Distribution amount is spent in compliance with the CARES Act. The County assumes no responsibility for management of the Municipalities' spending and requires the reporting outlined in this IGA to ensure the County has sufficient documentation in the event of an OSC audit. In the event the OSC determines that any of the Parties

spend any amount of its CARES Act allocation on ineligible expenses, the Parties acknowledge and agree that they are solely responsible for any repayment of those funds to DOLA or the County if the Municipality has received reimbursement through the County for an ineligible expense.

- c. County Audit. The Municipalities also agree to fully and completely cooperate with the County in any audit of the CARES Act funding provided to the Municipalities pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Municipalities' expenditure of the Distribution Amount, Municipalities agree to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Municipalities are alleged to have used the CARES Act funding for an ineligible expense.
- d. County Review of Reimbursement Requests. The County shall review Municipalities' reimbursement requests. The County shall only submit to DOLA reimbursement requests that provide adequate documentation, and only for what are Eligible Expenses. If there is a dispute, the County will seek to resolve the dispute by working with the Municipality to bring the request into compliance with the requirements of the CARES Act and if necessary, seek written guidance from DOLA, a copy of which will be shared with the Municipality. The County will follow the guidance and/or decision of DOLA as to whether the request is an eligible expense.

As such, any acceptance by the County of the Municipalities' request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Municipalities' obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Municipalities' obligation to return/repay any Funds distributed to the Municipality that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

- e. On-going Compliance. The CARES Act is recent legislation; therefore, the Parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. The Parties agree to familiarize themselves with, and shall adhere to, all current and subsequent legislation, rules, and regulations.

10. Accounting. The Parties shall:

- a. Maintain an effective system of internal fiscal control and accountability for all CARES Act Funds and property acquired or improved with CARES Act Funds, and make sure the same are used solely for authorized purposes.
- b. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Parties' accounting records.

- c. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement or any time period required by the CARES Act, whichever is longer.
- d. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or Colorado State Government at any time during normal business hours as arranged in a timely manner.

11. Third Party Expenditures. If the Parties distribute CARES Act Funds to a separate entity, enterprise, agency or any other public, private, or non-profit entity (Third-party), the Parties agree to require the Third-party to meet all the provisions of this Agreement, and the County or Municipality assumes liability under this agreement for the Third-party.

12. Office of the State Controller Audit. In the event that it is needed for an audit by the Office of the Colorado State Controller regarding the use of CARES Act Funds, the Municipalities shall provide monthly reporting to the County regarding the use of the Municipalities' Distribution Amount. The regular reporting shall include but is not limited to the following:

- a. On or before the 20th of each month, beginning in the month the IGA is approved by the Parties, the Municipalities will update the expense tracking form and email to County Finance all related receipts, payroll records, or other documentation; and
- b. On or before January 30, 2021, the Parties will review its records to ensure the County has a complete record of all expenditures from the Distribution Amount, including, but not limited to, all documents requested per Section 8. of this Agreement.

If the state government imposes additional documentation requirements on the County, the Municipalities agree to timely provide all information and documentation necessary for the County's compliance with such requirements as related to the Municipalities Distribution Amount.

13. Non-Compliance. In the event the Municipality fails to comply with any of the requirements of the CARES Act with respect to the Distribution Amount, the state government may seek reimbursement of such funds. If the state government seeks reimbursement of all or a portion of the Distribution Amount spent by the Municipality, the Municipality shall be solely responsible for reimbursing said funds to the state government. In addition, in the event the state government seeks reimbursement of funds spent by the Municipality as contemplated in this Section from the County, the County has the right, but not the obligation, to reimburse those funds to the state government on the Municipalities' behalf, and the Municipality shall reimburse the County for such expenditure within 30 calendar days of payment by the County.

14. Disputes/Release. The Municipalities understand that the County is obligated to expend our allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any unexpended Funds as of that date must be returned to DOLA. Due to the limited time to administer the Coronavirus Relief Funds, the Parties agree that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Parties acknowledge that the County's decisions concerning reimbursement of any submittal or re-submittal cannot be challenged or appealed in court or otherwise. The Municipalities hereby waive, relinquish and forever release any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Douglas County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to advance or pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

15. Publicity. The Parties agree to acknowledge the Douglas County CARES Act funding as a contributor to any project or program that is funded with Coronavirus Relief Funds pursuant to this Agreement in all publications, news releases, and other publicity issued by the Municipalities and agree to allow the County to do the same. The Parties agree to work together on joint communication strategies, through established channels, related to expenditures of the CARES Act funds.

16. Hold Harmless. Municipality agrees that in the event the Municipality (or anyone acting on its behalf) fails to perform the terms of the Agreement or fails to use the Local Fund Distribution Amount in compliance with applicable law, the Municipality agrees to hold the County harmless for any damages suffered as a result thereof. The Municipality also agrees to pay any actions, claims, lawsuits, damages, charges or judgments whatsoever that arise out of the Municipality's performance or nonperformance under this Agreement, including the costs and reasonable attorneys' fees incurred by the County in the defense thereof.

17. Informational Obligations. Each Party hereto will meet its obligations as set forth in C.R.S. 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

18. Miscellaneous Provisions.

a. Notice.

Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows: Notice to the Municipalities shall be delivered to:

Email:

Notice to the County shall be delivered to:

Douglas County Manager
100 Third Street
Douglas County, Colorado 80104
Email: _____

with a copy to:

Douglas County Attorney
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

- 1) Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.
- b. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Local Government agrees that if the Treasury issues additional guidance, rules or regulations, Local Government will agree to those terms and execute an Amended Agreement, if necessary.
- c. Recitals. The paragraphs contained in the section entitled “Recitals,” above, are a material and integral part of this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for Douglas County, Colorado.
- e. Governmental Immunities.
 - 1) The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
 - 2) The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

- f. Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Local Government and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- g. Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Local Government and/or the County.
- i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.
- j. 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.
- k. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- l. Further Assurances. Each Party hereto agrees to execute and deliver, by the proper exercise of its powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Agreement.
- m. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- n. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- o. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

- p. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly authorized and executed.

EXHIBIT A

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government;
- (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

1. Medical Expenses

such as:

- A. COVID-19-related expenses of public hospitals, clinics, and similar facilities.**
- B. Expenses of establishing temporary public medical facilities** and other measures to increase COVID-19 treatment capacity, including related construction costs.
- C. Costs of providing COVID-19 testing, including serological testing.**
- D. Emergency medical response** expenses, including **emergency medical transportation**, related to COVID-19.
- E. Expenses for establishing and operating public telemedicine capabilities** for COVID-19-related treatment.

2. Public Health Expenses

such as:

- A. Expenses for communication and enforcement** by State, territorial, local, and Tribal governments of **public health orders** related to COVID-19.
- B. Expenses for acquisition and distribution of medical and protective supplies**, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
- C. Expenses for disinfection of public areas and other facilities**, e.g., nursing homes, in response to the COVID-19 public health emergency.
- D. Expenses for technical assistance to local authorities** or other entities on mitigation of COVID-19 related threats to public health and safety
- E. Expenses for public safety measures** undertaken in response to COVID-19.
- F. Expenses for quarantining.**

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency

4. Expenses of actions to facilitate compliance with COVID-19 related public health measures

such as:

A. Expenses for **food delivery** to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.

B. Expenses to facilitate **distance learning, including technological improvements**, in connection with school closings to enable compliance with COVID-19 precautions.

C. Expenses to improve **telework capabilities for public employees** to enable compliance with COVID-19 public health precautions.

D. Expenses of providing **paid sick and paid family and medical leave to public employees** to enable compliance with COVID-19 public health precautions.

E. COVID-19-related expenses of **maintaining state prisons and county jails, including as it relates to sanitation and improvement of social distancing measures**, to enable compliance with COVID-19 public health precautions.

F. Expenses for **care for homeless populations** provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency

such as:

A. Expenditures related to the provision of **grants to small businesses** to reimburse the costs of business interruption caused by required closures.

B. Expenditures related to a State, territorial, local, or Tribal **government payroll support** program.

C. **Unemployment insurance** costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the Federal Government pursuant to the CARES Act or otherwise.

6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Ineligible expenditures include:

- Expenses for Medicaid
- Damages covered by insurance
- Payroll or benefit expenses for employees whose work duties are not substantially dedicated to mitigation or responding to the COVID-19 public health emergency
- Expenses that have been or will be reimbursed under any Federal programs, such as the reimbursement by the Federal Government pursuant to the CARES Act of contributions by States to States unemployment funds
- Reimbursement to donors for donated items or services
- Workforce bonuses other than hazard pay or overtime
- Severance pay
- Legal Settlements



Request for Town Council Action

Date: July 20, 2020

Submitted By: Spencer Raish, Assistant Traffic Engineer

Reviewed By: Michelle Kivela, Town Administrator

Title: **Jordan Road Pedestrian Hybrid Beacon (CIP 20-019)**

Amount: **\$161,405.00**

Contractor: **TAT Construction, LLC**

Department: **Engineering/Public Works, Spencer Raish**

EXECUTIVE SUMMARY

This item is to award a trade contractor agreement with TAT Construction, LLC, for the Jordan Road Pedestrian Hybrid Beacon (CIP20-019) for \$161,405.00.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

A long segment of Jordan Road between Cottonwood Drive and Sandreed Circle has a number of un-signalized crosswalks. Town staff has received a number of complaints regarding the safety of pedestrians crossing Jordan Road in this area due to the high vehicular volumes and speeds.

Engineering/Public Works staff engaged a consultant to complete an analysis of a mid-block pedestrian crossing of Jordan Road earlier this year based upon the Manual on Uniform Traffic Control Devices (MUTCD) and Federal Highway Administration (FHWA) Safety Program guidance. This study was conducted at a location on Jordan Road where the majority of the pedestrian crossings occurred. This crossing is located where an existing soft-surface trail that connects the development on the west side of Jordan Road with the Cottonwood Metropolitan District Park and Cherry Creek Regional Trail to the east. The results of this study show that due to recent development in the adjacent areas, the crossing meets MUTCD and FHWA requirements for the installation of a pedestrian hybrid beacon (PHB). Following the outcome of the warrant study, the Town engaged a design consultant in 2020 to complete the design of this capital improvement project.

A pedestrian hybrid beacon (PHB) has been adapted to increase motorists' awareness of pedestrian crossings at uncontrolled marked crosswalk locations. A PHB is distinct from pre-timed traffic signals and constant flash warning beacons because it is only activated by pedestrians or cyclists when needed.

The Town issued a "Notice to Bidders" for proposals for the Jordan Road Pedestrian Hybrid Beacon (CIP 20-019) on June 10, 2020, with the proposals (bids) publicly opened on July 2, 2020. The project consists of the installation of a mast arm mounted pedestrian hybrid beacon on Jordan Road between the Sandreed Circle intersection and the Apache Plume intersection. The Town received bids from five (5) contractors with TAT Construction being the lowest responsible bidder. TAT Construction has satisfactorily completed a number of traffic signal installation for the Town including a signal constructed as part of the Jordan Road widening project in 2018 and the Hess Road-Country Meadows Commercial traffic signal in 2019. They have also been recently awarded the contract to install the Chambers Road-Grasslands Drive traffic signal. Therefore, staff recommends awarding this contract to TAT Construction.

The bid results were as follows:

TAT Construction - \$161,405.00
WL Contractors - \$171,286.00
Morton Electric - \$199,199.90
KECI Colorado - \$204,589.00
Technology Constructors - \$211,256.00
Engineer's Estimate - \$198,000.00

FINANCIAL IMPACT

Funding for this project is part of the approved 2020 Capital Improvement Fund. The Town will assume the long-term maintenance of the pedestrian hybrid beacon (PHB). The Town currently has Traffic Services staff to maintain the PHB but will require additional annual funding for maintenance supplies and operation costs.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH

ATTACHMENTS

None

RECOMMENDED MOTION

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



Town Administrator's Report

Summer 2020



PARKER
C O L O R A D O

Town of Parker
20120 E. Mainstreet
Parker, CO 80138

Tel: 303.841.0353
Fax: 303.805.3153
townadministrator@parkeronline.org



Communications

Department Updates



COVID-19 Resources and Information

Visit www.ParkerOnline.org/ Coronavirus for current information, resources and updates related to COVID-19 in Parker. Due to COVID-19 budget impacts, all Town of Parker employees, excluding commissioned Police Officers and other safety sensitive or emergency related positions, will take five unpaid furlough days in 2020: June 29, Aug. 31, Oct. 9, Nov. 20 and Dec. 28.



Recreation Activity Brochure

Due to 2020 budget reductions and frequent changes to programs and events, the Fall 2020 issue of the Recreation Activity Brochure will not be produced. Please visit www.ParkerRec.com and follow Parker Parks and Recreation on Facebook, Instagram and Twitter (@ParkerRec) for updates.



Talk of the Town Goes Digital

Due to 2020 budget reductions, the Talk of the Town monthly newsletter will be provided in a digital format for the remainder of 2020. You can find the online edition of the Talk of the Town at www.ParkerOnline.org/TalkoftheTown.



2020 Election Information

A regular Town Council election will be held on Tuesday, Nov. 3 to elect a Mayor and three Councilmembers to four-year terms. Serving on the Town Council is a great way to help shape the future of the Parker community! Find information about running for office, as well as election updates, at www.ParkerOnline.org/2020Election.

Town Events



Parker Porch Party Series Sponsored by Xfinity

Don't miss out on the last two Porch Parties on Saturdays, Aug. 1 and Aug. 22!

Grab your lawn chairs, grills and picnic necessities, or simply pick up your favorite local takeout and set up camp on your porch, front yard, driveway, patio or balcony for some community-building, yet socially-distant minded, festivities. The Town of Parker will join you at these parties and will even have a decked out party background courtesy of our Porch Party Decorating Sponsor: Parker Party America!

Join us on at 5 p.m. on Aug. 1 and 22 on the Town of Parker's Facebook page for a 30-minute broadcast filled with fun entertainment and a prize giveaway with the Mayor's Porch Party Challenge.

The first three broadcasts have been a big success with each broadcast averaging over 2,000 views, 4,400 impressions, 890 engagements. Two blocks are also vying for the Grand Prize and there is still time for others to challenge them!

To learn more about the Parker Porch Party Series Sponsored by Xfinity and to start planning your party, visit www.ParkerOnline.org/PorchParty.

Fall/Winter Community Events

With large-scale gatherings temporarily suspended due to COVID-19, Town staff has been working creatively to find other ways for our community stay engaged and show their hometown spirit! We look forward to rolling out our revised fall/winter event season soon at www.ParkerOnline.org/Events.

Communications - cont'd

2nd Quarter Digital Marketing Report

Social Media

The following statistics were collected from the Town of Parker's and Parker Parks and Recreation's Facebook, Twitter and Instagram accounts between April 1 and June 30.

Account Followers

Town Facebook: 17,280 to 17,929; +4%
Town Twitter: 4,463 to 4,546; +2%
Town Instagram: 5,062 to 5,760; +14%
Parks and Recreation Facebook: 8,069 to 8,337; +4%
Parks and Recreation Twitter: 1,988 to 2,034; +2%
Parks and Recreation Instagram: 1,887 to 2,011; +7%

Post Engagement

(number of likes, comments, shares, link clicks)

Town Social Media Accounts: 102,067
Parks and Recreation Social Media Accounts: 31,315

Post Impressions (number of views)

Town Social Media Accounts: 1,205,898
Parks and Recreation Social Media Accounts: 436,517

Follow the Town of Parker (@TownofParkerCO) and Parker Parks and Recreation (@ParkerRec) with the same username on each platform.

Website Statistics

The following statistics demonstrate activity for the Town of Parker (www.ParkerOnline.org) and Parker Parks and Recreation (www.ParkerRec.com) website between April 1 and June 30.

Website Visits

Town of Parker: 96,780
Parks and Recreation: 90,645

Page Views

Town of Parker: 153,422
Parks and Recreation: 165,795



Town Facebook:

16,460 impressions; 5,331 reactions, comments and shares

The Parker Town Council supports and commends the Parker Police Department for the work they do protecting and serving the Town of Parker.



Town Facebook:

16,667 impressions; 2,961 reactions, comments and shares

Parker Stars and Stripes Celebration Canceled for 2020.



Parks and Recreation Facebook:

16,502 impressions; 2,600 reactions, comments and shares

In accordance with public health orders and social distancing recommendations, Parker Parks and Recreation will remain closed through May 31.



Parks and Recreation Facebook:

11,099 impressions; 1,466 reactions, comments and shares

Parker Parks and Recreation is using a phased approach to reopening indoor/outdoor spaces and programs.



Town Instagram:

246 likes
Love from us to you, Parker.



Parks and Recreation Instagram:

103 likes

The H2O'Brien Pool renovation is moving along and is tentatively scheduled to open July 1, dependent upon gathering number allowances and construction completion.



Community Development

Building Division Statistics - 2nd Quarter 2020

Single-Family Permits: 44 \$14,683,072 Q2 valuation ----- 120 total in 2020 \$42,762,231 total valuation ----- 226 / \$78,246,985 End Q2 2019	Commercial Permits (New): 3 \$850,154 Q2 valuation ----- 10 total in 2020 \$23,398,033 total valuation ----- 18 / \$13,452,618 End Q2 2019
Multi-Family Permits: 4 \$1,098,966 Q2 valuation ----- 0 apartment units in 2020 0 condo units 4 townhome units \$1,098,966 total valuation ----- 19 / \$4,537,139 End Q2 2019	Commercial Permits (Remodel): 211 \$9,389,533 Q2 valuation ----- 391 total in 2020 \$11,565,646 total valuation ----- 178 / \$6,798,272 End Q2 2019
Other Permits: 884 \$7,618,953 Q2 valuation ----- 1,498 total in 2020 \$12,142,389 total valuation ----- 1,051 / \$6,175,251 End Q2 2019	Total Permits Valuation: \$33,640,678 Q2 ----- \$90,967,265 2020 End Q2 Total Valuation ----- \$133,468,399 / End Q2 2019 Total Valuation
Inspections: 6,822 in Q2 ----- 14,195 total in 2020 ----- 17,846 / End Q2 2019	Total Permits: 1,146 in Q2 ----- 2,023 total in 2020 ----- 1,713 / End Q2 2019

Planning Division

Land Development Ordinance (LDO) Modernization Project

The Town continues work on Phase 2 of the Land Development Ordinance (LDO) Modernization project with Denver-based consultant Clarion Associates. The current LDO, chapter 13 of the Parker Municipal Code, was originally adopted at the time of the Town's incorporation in 1981 from Douglas County zoning, and was ready for a comprehensive update. The project began in late 2018 and is expected to be complete by the end of 2021.

Phase 2 includes the drafting of land regulation updates to the LDO, and is occurring in three installments called 'modules'. The Town is currently working on a draft of Module 2 - Development Standards. Examples of development standards include landscaping lot layout, environmental hazard protection and much more. A public draft will be available on the project website late summer or early fall.

- Module 1 - Zoning Districts and Land Uses
PUBLIC DRAFT ON PROJECT WEBSITE
- Module 2 - Development Standards
CURRENTLY DRAFTING
- Module 3 - Administration and Procedures

The updated LDO will facilitate a more transparent, modern and efficient approach to how the Town manages future growth and development by better aligning the LDO with the vision, goals and policies of the Parker 2035 Master Plan and other adopted planning documents. Other benefits of this project include adoption of best practices in zoning and a more efficient, easier-to-use regulation.

For more information, please visit the project website at www.ParkerOnline.org/LDO.

Chambers and Hess Road Subarea Plan

The Chambers and Hess Road Subarea Plan (Plan) and a public draft is available on the project webpage at www.LetsTalkParker.org/Chambers-Hess-Sub-Area-Plan.

The purpose of this plan is to build a framework for future commercial development within the project study area located at the intersection of Chambers Road and Hess Road. This area is expected to experience planned growth over the next 20 years. The plan is intended to guide the implementation of the Town's community vision for managed planned growth, and establish an appropriate balance between housing, commerce, open space and directing neighborhood-focused commercial and mixed-use development for the area.

The Town will be scheduling a second community open house for this project soon.

Community Development - con't

Development Review - Project Updates

Development Projects of Interest - Under Review

See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

<i>Project Description</i>	<i>Project Type</i>	<i>Case #</i>
Pine Bluffs Medical Office Building * NE of Parker Road and Hess Road on Scenic Park Road * 29,556 sq. ft. medical office building for Kaiser Permanente	Site Plan	SP19-135
Parker and Pine Lane Multi-Pad Lot Development * SW corner of Parker Road and Pine Lane * Multi-lot pad development for commercial and multifamily uses	Rezoning Preliminary Site Plan Replat	Z19-027 SP18-047 SUB18-020
Olde Town/Senderos Creek North * S of Mainstreet, E of Jordan Road * 108 condominiums and 53 townhomes	Rezoning Sketch Plan Preliminary Plan Site Plan	Z19-014 SUB19-014 SUB19-015 SP19-043
Olde Town/Senderos Creek Office and Commercial * S of Mainstreet, E of Jordan Road * Two 24,761 sq. ft. two-story commercial/office buildings	Site Plan	SP19-131
Unplatted - Redevelopment of Vacant Gas Station * SW corner of Parker Road and Mainstreet * 3,470 sq. ft. bank with a drive through ATM	Site Plan, Minor Development Plat Use by Special Review	SP19-003 SUB19-004 Z19-001
Douglas 234 Planned Development Zoning Amendment * NE corner of Hess Road and Chambers Road * Plat property to create 11 commercial lots	Minor Development Plat	Z20-002
Parker Homestead Back 40 Archery and Gun Range * NW corner of Chambers Road and Double Angel Road * 25,000 sq. ft. archery and gun range facility	Final Plat	SUB19-051
Anthology North * S of Hess Road, W of Motsenbocker Road * Zoning Amendment, Sketch and Preliminary Plan for 496 lots, future development tracts, parks and open space on 1,099 acres	Zoning Amendment Sketch Plan Preliminary Plan	SUB20-005 SUB20-006 Z20-002
Looking Glass (Hess Ranch) Final Plats * SW of Crowfoot Valley Road and Stroh Road * Final Plat to create 588 single family detached lots, along with parks, trails and open space	Final Plats	SUB19-034 to 037 SUB19-041 to 042
Looking Glass (Hess Ranch) Segment 2A * SW of Crowfoot Valley Road and Stroh Road * Sketch and Preliminary Plan for 905 residential lots, future development and commercial tracts, parks and open space on 342.86 acres	Zoning Amendment Sketch Plan Preliminary Plan	Z20-005 SUB20-010 SUB20-011

Project Focus: New Restaurant and Bar - Wild Goose Saloon



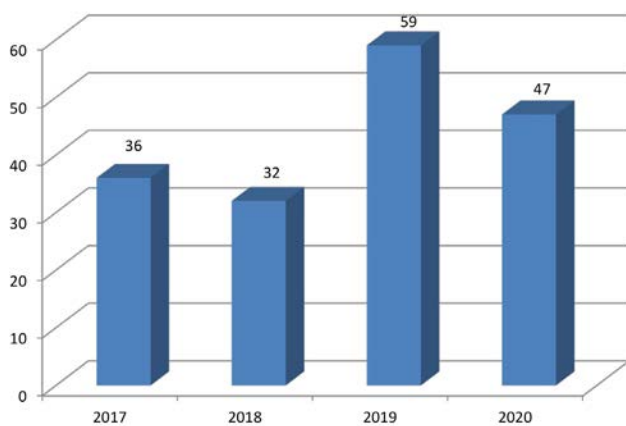
Currently under review on the east side of Pikes Peak Drive, between Sulphur Gulch and Clubhouse Drive in downtown Parker is a proposed restaurant and bar with a large outside patio area. The project proposes a one story, 6,288 square foot single tenant restaurant/bar building with a large outside patio.

Community Development - con't

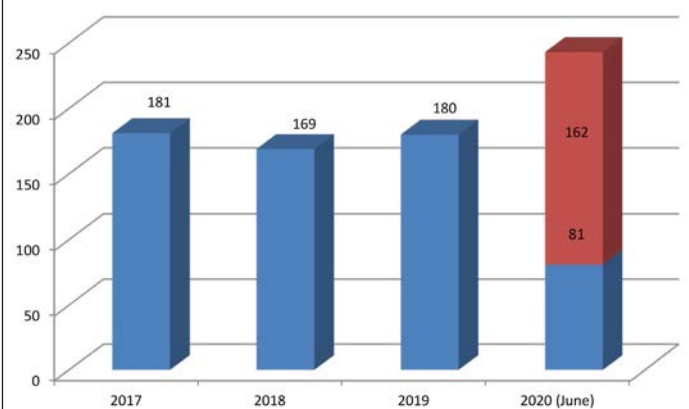
Major Administrative Approvals - 2nd Quarter 2020

Proposal	Applicant	Case #	Approval Date
5 Below - Flatacres Market Center Lot 3 <i>* SW corner of Parker Road and Twenty Mile Road</i> <i>* Expansion for new retail store</i>	Onyx Creative	SP20-026	April 9, 2020
Goodwill - Parker Hilltop Town Square Lot 7 <i>* E of Parker Road, N of Hilltop Road</i> <i>* New Goodwill retail store location</i>	GE Johnson	SP20-027	April 28, 2020
Cherry Creek Interceptor <i>* E of Cherry Creek, Plaza Drive to Woodman Drive</i> <i>* Major sanitary sewer line</i>	Parker Water and Sanitation District	Z19-019	May 11, 2020
Big Tool Box - Jackalope Filing No. 1, Amd. 1 <i>* E of Parker Road, S of Hess Road</i> <i>* Replat for hardware store/nursery</i>	Jackalope Properties, LLC	SUB19-012	June 30, 2020

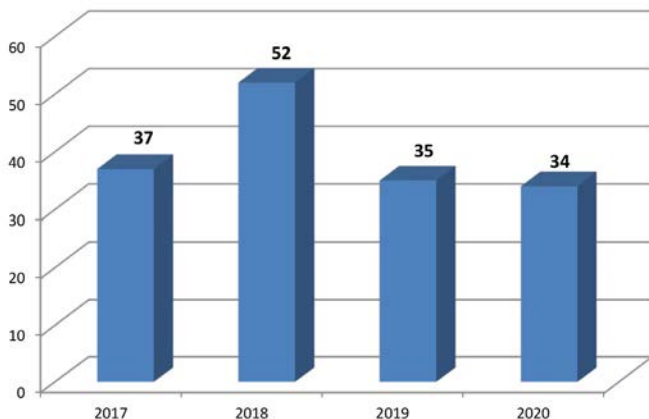
Development Review Submittals - 2nd Quarter



Development Review Submittals* - Year Total



Development Review Approvals - 2nd Quarter



Year to Date

Projected for 2020

See the Development Tour Map at www.ParkerOnline.org/Development for information on all projects in Town.

* Annexation, Site Plan, Subdivision and Zoning



Cultural Department

Summer Drive-In Series

The Summer Drive-In Series (photos below; credit Deja Ames) has proven to be a positive offering for Parker and surrounding communities. It has gained momentum since its debut on June 12, and on July 3, the 17th Avenue Allstars had a sold out performance! Not only do we have patrons in our parking lot, but several patrons have chosen to use our live streaming option. The Drive-In series will conclude on July 31.



Plans for Upcoming Season

We are starting to book local acts for dates in August and beyond, but will only be able to sell a limited number of seats due to current social distancing restrictions. The safety of our patrons and Parker Arts staff is our first priority, but we look forward to offering some exciting entertainment options for the 2020/21 Season.



Education

- Due to COVID, Parker Arts Education was forced to cancel several classes and camps. Where possible, we rescheduled these to a later date, or issued credits and refunds. We developed and conducted virtual classes, and provided a clear and positive message to all our vendors and patrons. As orders allowed, we strategically opened operations for summer programming with limited registration, meeting not only all health and safety guidelines, but also the concerns of our patrons.
- With this effort, Parker Arts ran 55 of the 67 camps, bringing in 566 students. Twenty-nine registration spots remain unfilled as of July 1, but we are confident that the remaining spots will fill with eager students. Although, some cultural vendors have closed their doors and forced camp cancellations, we have worked diligently to refill programming opportunities and continue to receive positive feedback from patrons who are thrilled to have an outlet for themselves and summer enrichment for their children.

Development Update

- This Spring, our Family Circle members got the opportunity to participate in a Zoom Book Club with Colorado Author Sandra Dallas, an hour long guided meditation session, and a chat with professional touring Broadway actor Jay Parana.
- Thanks to our members' commitment and generosity, Parker Arts is still able to provide an outlet for creativity and connection for all in our community-even in such unprecedented times. Our membership program has undergone some necessary changes to fit with the current situation, and we appreciate our members' continued support.
- Thanks to Colorado Creative Industries for their grant for this season. In addition, Parker Arts received two additional grants from anonymous donors. Thank you!!

Facility Rentals

- Facility rentals were slow this quarter, as many groups had to cancel their events due to COVID restrictions. Beginning in June, Redemption Church returned for their Sunday Church Services, and inquiries for all facility rentals have picked up as restrictions have begun to lift.
- Weddings that were scheduled in 2020 are now rescheduling for later this year and into 2021.



A significant component of the Economic Development work plan for 2020 is to increase local awareness of the Town's efforts around business retention and expansion. One part of that initiative is to increase social media interest by nurturing established relationships and building new ones with Parker's business leaders. Articles like the one included below are intended to inform the community, boost communication and promote goodwill while creating brand and vision that is shared by community leaders in their circles of influence.

Economic Development

Parker Economic Development Becomes Lifeline During COVID-19 Crisis

Darlene McCampbel, Economic Development Coordinator for Parker, connects face-to-face with roughly 70 Parker businesses each year. She listens and aids business owners on everything from finance and operational challenges to workforce development and future growth. But the sudden appearance of the novel Coronavirus and the ensuing global pandemic in March 2020 put everyone and everything into an unprecedented tailspin.

A few weeks after the initial lockdown, McCampbel started up her visits with businesses again—virtually, of course—knowing that owners' primary concerns had shifted from operation and growth to just staying open. McCampbel was able to offer much-needed moral support, as well as guidance on how to access critical federal programs like the SBA Payroll Protection Program and Economic Injury Disaster Loans. She also made connections between business owners and the Colorado Small Business Development Center, which provides no-cost consulting and low-cost training that have proved very helpful during this crisis.

While federal and state agencies were able to offer loans/grants to businesses, the Town made loans available through the Parker Revolving Loan Fund. "Our work with the Colorado Enterprise Fund (CEF) began well before the COVID

crisis," explains McCampbel, "when Council approved funds that were then matched dollar for dollar with investments and grants from financial institutions, foundations and government agencies." CEF partners with the Town to deploy the funds to small businesses that often lack traditional access to capital. McCampbel didn't hesitate to connect one desperate Parker business owner to this fund.

While capital infusions were important, notes the ED coordinator, she also witnessed some creative business thinking that proved just as crucial for survival. One local restaurant, she explains, pivoted gracefully by consistently connecting with its loyal customer base via Facebook and restructuring its operational model for more take-out business. Employees who were servers transitioned into take-out specialists. The physical space was reorganized so employees could work more efficiently. New take-out containers that keep food fresh longer were introduced. The restaurant, McCampbel remarks, has not only survived but flourished.

The Economic Development Department also rose to the challenge. Parker ED surveyed area restaurants immediately upon learning of the shutdown orders, and created a one-stop source for online order/takeout/delivery offerings that



was promoted through Town-wide communications. They also launched a helpful data tool on the Eco Devo website, which alerts the community of business openings and closures. Parker businesses can also list themselves, at no cost, including customized details like web addresses, modified hours, delivery options, promotions and more.

The struggle for Parker businesses, like those across the country, will continue until the pandemic releases its hold on the world. But McCampbel also sees a new kind of resiliency among business owners that gives her hope. "Many of our businesses are optimistic they will survive," she says. And Parker ED will be there, in bad and good times, to help ensure these businesses tap into all the resources necessary to realize a bright, healthy future.

Economic Development - con't

Economic Indicators - 1st Quarter 2020

Commercial						
	Parker		Southeast Metro		Metro Denver	
	2020 - Q1	2019 - Q1	2020 - Q1	2019 - Q1	2020 - Q1	2019 - Q1
Total Existing Office Square Footage	1,206,674	1,188,591	26,032,728	25,923,289	177,206,899	176,468,066
Office Vacancy Rate	4.70%	6.10%	13.10%	12.70%	9.70%	9.50%
Office Rental Rate - median	\$22.33	\$19.84	\$23.14	\$23.42	\$24.29	\$23.52
Total Existing Retail Square Footage	4,423,746	4,316,604	15,435,103	15,302,906	155,759,421	154,953,446
Retail Vacancy Rate	2.40%	3.40%	4.10%	3.30%	4.50%	4.00%
Retail Rental Rate - median	\$21.47	\$20.72	\$20.99	\$20.33	\$17.80	\$18.36
Total Existing Industrial/Flex Sq Footage	855,890	828,137	15,485,559	15,252,311	248,764,908	245,140,016
Industrial/ Flex Vacancy Rate	0.30%	1.50%	4.50%	4.40%	4.90%	4.80%
Industrial/Flex Rental Rate - median	\$13.45	\$13.83	\$10.56	\$10.63	\$8.62	\$8.44

Residential and Labor Force				
	Parker		Metro Denver	
	2020 - Q1	2019 - Q1	2020 - Q1	2019 - Q1
Residential Building Permits:	76	130	3,555	4,276
- Single Family	76	120	2,365	2,296
- Multi Family	0	10	1,190	1,980
Median Home Price	\$520,000	\$493,000	\$487,000	\$450,000
Median Condo/Townhome Price	\$307,000	\$305,000	\$330,000	\$300,000
Labor Force	32,579	32,417	1,668,413	1,655,557
Unemployment Rate	4.60%	2.70%	5.20%	3.00%

Multifamily						
	Parker		Southeast Metro		Metro Denver	
	2020 - Q1	2019 - Q1	2020 - Q1	2019 - Q1	2020 - Q1	2019 - Q1
Total Existing Multi Family Units	5,402	5,138	38,995	38,068	335,112	322,142
Multi Family Vacancy Rate	8.10%	10.30%	7.30%	8.10%	7.70%	7.00%
Average rent per unit	\$1,496	\$1,515	\$1,555	\$1,542	\$1,453	\$1,439

Sources - Costar, Real Estate Center Texas A & M, US Bureau of Labor Statistics, Denver Metro Association of Realtors



Annual Roadway Maintenance Projects

Concrete Repair

- *Miscellaneous sidewalk, concrete pavement and curb and gutter repairs throughout Town*

The 2020 project is underway and about 50% complete as of July 13.

Townwide Slurry/Chip

- *Slurry seal and chip seal on local, collector, and arterial streets throughout Town*

The 2020 scope of work was awarded to Vance Brothers Inc on Jan. 21. Slurry seal of local streets began in late May and is now complete. Chip seal of collector and arterial streets began in early June and is also complete.

Roadway Resurfacing

- *Roto-milling and resurfacing with new asphalt material on select areas of Dransfeldt Road and Crown Crest Boulevard*

The 2020 scope of work was awarded to Aggregate Industries on Jan. 21. The resurfacing of Crown Crest Blvd will be completed in mid-July, and work on Dransfeldt Rd is now underway. Expected completion of the Dransfeldt Road portion of this project is early August.

Engineering and Public Works

Stormwater Capital Improvement Projects

Cherry Creek at KOA

- *Channel and bank stabilization from McCabe Meadows Trailhead Parking lot to a point approximately 1,000 feet north*

Construction on this project will begin in October 2020 and is anticipated to continue throughout the winter months.



Brandy Gulch at Looking Glass

- *Channel and bank stabilization from the confluence point with Lemon Gulch to a point along Brandy Gulch approximately 2,700 feet west*

This project is currently approved with construction projected in the fourth quarter of 2020.

Green Acres Tributary at Compark Village South

- *Channel and bank stabilization from a Culvert under E-470 to a point along Green Acres Tributary approximately 4,200 feet southwest*

This project is currently approved with construction projected in the fourth quarter of 2020 or first quarter of 2021.



Lemon Gulch at Meadowlark

- *Channel and bank stabilization from Crowfoot Valley Road to the Meadowlark property boundary approximately 1,500 feet east*

This project is currently under the final phases of construction and will be completed by August 2020. Revegetation efforts on the creek will continue for multiple growing seasons until vegetation is established.

Lemon Gulch at Looking Glass

- *Channel and bank stabilization from the Looking Glass property boundary west of Crowfoot Valley Road to a point along Lemon Gulch approximately 4,000 feet southwest*

This project is currently in design with permitting projected in the fourth quarter of 2020 and construction projected in the fourth quarter of 2020 or the first quarter of 2021.

Engineering and Public Works - con't

Roadway Capital Improvement Projects

Motsenbocker Road Widening

- *Clarke Farms subdivision to Todd Drive intersection*

The roadway project is complete. The Town has contracted for the irrigation/landscaping of the two medians with construction, and this median work is complete. The shoulder landscaping restoration/installation is currently underway with the appropriate adjacent developments for completion by the fall of 2020.

Motsenbocker/Hess Intersection Improvements

- *Improvements at the Motsenbocker/Hess intersection and widening south*

Project design has commenced. Construction is anticipated in 2020 pending right-of-way/easement acquisitions needed for the project.

North Parker Road Operational Improvements

- *Traffic and multi-modal operational improvements on Parker Road between Lincoln Avenue and E-470*

Project design has commenced.

Chambers Road/Grasslands Drive Traffic Signal

- *Installation of a mast arm traffic signal at intersection of Chambers Road and Grasslands Drive*

Construction is underway with the signal anticipated to be operational by late summer.

Southwest Parker Road/Mainstreet Improvements

- *Widening of turn lane at the southwest corner of Parker Road/Mainstreet*

Design on the project is substantially completed. Construction is anticipated in 2020 pending necessary right-of-way/easement acquisitions.

Parker Road Sidewalk Project - South

- *Installation of a multi-use trail/sidewalk on the west side of Parker Road between Twenty Mile Road and Hess Road, along with a spur to the Cherry Creek Trail*

Project design has commenced and the Town has received tentative approval for partial State multi-modal funding for this project. An intergovernmental agreement (IGA) is anticipated to be reviewed by Town Council in the summer/fall to solidify State funding to allow for construction in 2021.

Cottonwood Drive Widening

- *Jordan Road to Cottonwood Way*

Design work has been completed and the Town is proceeding with acquisition of needed temporary construction easements for the project. Funding for the project is anticipated to be completed in the third quarter of 2020, and the Town is planning to move forward with competitive bidding in the summer to allow for a potential Town Council award in early fall 2020.

Jordan Road/Cottonwood Subdivision Mid-Block Pedestrian Crossing

- *Installation of a mast arm pedestrian hybrid beacon on Jordan Road between the Sandreed Circle and Apache Plume Drive intersections*

Design for the project has been completed, and the project has been competitively bid. Town Council is scheduled to review the potential award of the project at their July 20 Town Council meeting. Assuming that the construction contract is awarded, it is anticipated that the construction will be complete by the end of 2020.

Parker Road Responsive Signal System Improvements

- *Infrastructure improvements needed to implement responsive signal timing on Parker Road*

Phase 1 & Phase 2 of the vehicle counting infrastructure are substantially complete with responsive traffic signal operations in use on Parker Road.

Kings Point Way

- *Construction for proposed collector roadway on east side of Parker Road between Cottonwood Drive to Aurora Pkwy*

Following a winter shutdown, project construction has resumed with the project anticipated to be substantially completed by the end of July. The roadway will remain closed until adjacent development occurs.

Parks and Recreation Improvements

H2O'Brien Pool and Building Renovation Project

- *Site, aquatics and building renovations*

This project is substantially complete. The facility officially opened to the public on July 6.

Auburn Hills Park Project

- *Completion and integration of the 11-acre park that is currently bisected by the undeveloped 210-foot-wide Public Service Company corridor/ROW*

Construction is underway with anticipated completion of the north field in late July 2020 and south area in late September 2020.

Jordan Road Undercrossing Project

- *Construction of an under-crossing along the East-West Regional Trail at Jordan Road*

Design is underway with construction anticipated in 2021 pending approval of the budget.



Parks and Recreation

Sports

- Youth Baseball and Softball leagues (pictured at right) resumed games on June 19. Kinder Sports resumed on June 17, welcoming back approximately 1,000 kids to youth sport leagues. Leagues were hosted under cautious guidelines matching CDPHE requirements. Helmets were available for participants to rent rather than share this year.
- Adult Softball started on June 22, also following safety guidelines for distancing. Fifty-two (52) teams are participating this season.
- Schedules were created to limit the number of opponents a team faces in a 2-week period, created transition space for disinfecting and distancing and keep participants safe, but active.
- Reports from the first week indicate the community is ready to be back to play and willing to follow most guidelines to do so. Masks and spectators remain the most difficult to enforce. Overall, customers were just happy to be back!
- Park shelters and ballfield rentals have been coming in on a regular basis.
- Tennis courts rentals have been steady throughout the summer with individual rentals and group team rentals.



Aquatics

- H2O'Brien Pool (pictured above) opened July 6 with completed renovations, including new shade seating areas, a gathering deck, a redesigned interior and a state-of-the-art aquatic play feature.

Fitness and Wellness

- Virtual Group Fitness classes were offered throughout the COVID-19 closures. From mid-March through May, free virtual classes were offered to the community, both in Parker and throughout the state. In June, we transitioned to fee-based Virtual Group Fitness Access with 108 monthly registrants in June and a combined 34 weekly registrants.

Facilities

- Thanks to our part-time staff for helping prepare the Fieldhouse to reopen, keeping the facility clean and safe to admit patrons and directing patrons on new systems and procedures.
- A big thanks to Brenda Mooney for building the activities in ActiveNet for the Fieldhouse and other facilities.

Therapeutic Recreation/ Active Aging Adults

- While the TR division wasn't able to program because of COVID-19 orders, we did update program procedures in parent/volunteer handbooks for our current and popular programs. Our storage area was also reorganized to be more effectively utilized for program supplies.

Kids' Zone

- In an effort to find ways of generating income, we started offering Grab and Go bags for parents to take home and do with their kids. The bags have themes like Under the Sea, STEAM Summer Camp, Fairy Tea Party and more. Each bag contains activities, crafts and extended learning ideas for the child. It has been a very popular option for parents that want to keep their kids entertained but aren't quite ready to venture out.

Parks and Recreation - con't

Day Camp



- Starting in June, we began the process of bringing back and training some of our Senior Counselor Camp Staff. We are able to bring back 20 staff members. We have also been planning a lot of fun craft activities and virtual field trips for campers to participate in. Virtual field trips include Australian Zoo Tour, NASA Space Walks, Wolf Sanctuary, Teddy Bear Facilities, Amazon Rain Forest tour, China Great Wall, Under the Sea Marine Tours and more!



By the Numbers

FACILITIES

958

June admissions/registrations to Parker Recreation facilities.

1,454

Registration options the Parks and Recreation Department has created since the reopening of the Parks and Recreation facilities. See list of options listed below.

1,030

Individual workouts for June.

126

Fitness classes offered in June.

325

Swim classes available in June.

DAY CAMP

31

Participants who have registered for Day Camp, and we are trying to add more every day. However, with strict regulations, we are only able to have 10 per room.

SPORTS

20+

The number of outdoor pickleball players has been consistent each day this summer.

KIDS' ZONE

57

Grab and Go bags featuring at-home activities made available to Kids' Zone participants. We will continue to sell them throughout the summer. Our plans are to expand the offering to Fall Break activities and Christmas activities, as well.

FITNESS AND WELLNESS

649

Participant in the in-person Group Fitness June classes.

90

Group fitness classes that were offered for June.

THERAPEUTIC RECREATION

3

Participants in the Therapeutic Recreation Buddy Bike program (pictured below) who registered for a full 4-week session. The goal of the bike program is for participants to learn bike safety on trails, get physical exercise, and socialize in a fun environment. We ride bikes on Cherry Creek Regional Trail starting at the Parker Recreation Center. We got such a positive response that we will be extending the program another four weeks.





Parker Police

Equitable and Fair Policing

For many years, the Parker Police Department championed a progressive set of policies and practices which resulted in us becoming a leader in 21st Century policing, both regionally and nationally. Many organizations reach out to the Parker Police Department for guidance on how to do things right. We are accredited with excellence through the Commission on Accreditation for Law Enforcement Agencies (CALEA).

Because we have been working as an organization to help create positive change in policing, we adopted and have followed the below practices for many years.

- The Parker Police Department's policies and training do not contain or authorize the use of any type of chokeholds or neck restraints and they are considered excessive force.
- Officers are required to turn on body-worn cameras at the beginning of investigative or

enforcement contacts. In fact, our policy has been commended by the American Civil Liberties Union and Upturn for being fair and equitable in protecting civil rights and liberties and called the best in the country.

- We have a policy Prohibiting Bias Based Policing and we collect the data to monitor our practices. We document all traffic contacts, not just traffic tickets, to insure we have the data to identify issues with unfair or discriminatory police contacts.
- Publicly viewable reports including: Annual Summary of Complaints, Bias Based Profiling Report, Early Intervention and Evaluation Report, Internal Affairs Annual Statistical Summary and Use of Force Report.

To learn more about what we are doing to ensure continued equitable and fair policing and to view some of our policies, visit www.ParkerPolice.org.

A Successful Live-Saving Event

We received a call for a one-year old infant who was choking. When Officer Brian Stilen (pictured at right) arrived, he immediately began life-saving measures.

What an amazing phone call to receive from the paramedics when

they called to say Officer Stilen had saved the infants life.

Officer Stilen will forever be a hero to that family!



Tsurapas Promoted to Chief of Police

Jim Tsurapas was appointed Chief of Police for the Parker Police Department by Town Administrator Michelle Kivela.



"I am honored to have been appointed as the Chief of Police for the Parker Police Department," Tsurapas said. "I know this position comes with both a tremendous amount of opportunity and an enormous responsibility. The Parker Police Department has an outstanding reputation for community collaboration and policing excellence. I look forward to the opportunity of continuing to build upon the strong foundation of this department and providing continued success."

Chief Tsurapas began his career with the Parker Police Department in 1993 as a volunteer reserve officer and was hired on as a full-time officer in 1995. He has since been promoted through the ranks as a Sergeant, Lieutenant, Captain, and in 2016, he was named Deputy Chief. Following the retirement of Chief King, Tsurapas was named Interim Chief of Police on Jan. 1, 2020.

Police Department - con't

A Calming Voice for 30 Years

Dispatcher Deb Daily has been a calming voice answering your 9-1-1 calls and relaying information to our Officers in Parker for 30 years! As a Communications Technician, Deb has been an essential part of the Police Department's dedication to public safety and success.

Deb heads our efforts for Special Olympics Colorado, which led to us being named the Colorado Special Olympics 2017 Law Enforcement Agency of the Year. Through Deb's leadership, we have raised more than \$50,000 for Special Olympics Colorado since 2015.



Officer Birthday Party

Throughout the stay-at-home order, many milestones in peoples' lives had to be downsized or canceled. Birthdays at Boondocks or some other fun location fell victim to the virus. Under the stay-at-home order, kids couldn't even host birthday parties at their home. In an effort to put a smile on the face of Parker kids, our Officers performed more than 100 drive-by birthday parades (pictured above). Our Officers love interacting with kids and these parades gave us a chance to see Parker's youngest residents since our parks and playgrounds were empty.

Living with Wildlife Virtual Class

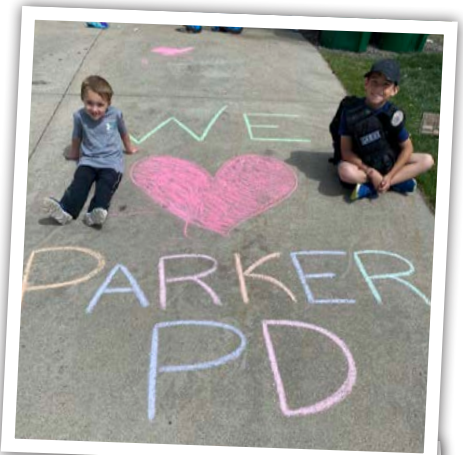
With gathering restrictions in place due to COVID-19, many of the police department's classes have been postponed or canceled. In June, we hosted our first virtual class as we ramp up our online learning programs. Living with Wildlife was hosted by Community Services Manager Anthony Mazzeo and a local member of the Division of Wildlife. People viewing the online class learned how to live with various wild animals in Parker and what steps they can take to minimize the chance of an encounter near their home. Visit our website to see when our next virtual class is scheduled.

Chalk Art Contest

We hosted a First Responder and Essential Worker Chalk Art Contest for Parker residents (pictured at right). More than 60 residents submitted chalk art drawings showing their appreciation for police officers, fire fighters and medical personal. We had 14 police department judges review every entry to come up with the winners. Your art work created a lot of smiles around the PD. Congratulation Savannah and our other winners! Each winner received a visit from our Officers along with a Parker Police Department goody bag.

Mask Distribution

The Town of Parker and Parker Police Department distributed more than 4,500 cloth face masks to 85 different Parker businesses in support of their reopening efforts. These masks were donated to the Town through the United States Conference of Mayors' Masks for Mayors initiative. With the help of Town staff and COPPS volunteers, the Town was able to supply masks at no cost to every local business that requested them.





Municipal Court

Teen Court Update

Teen Court Scholarship Recipients Announced

Parker Teen Court has announced the recipients of its 2020 Teen Court Scholarships to three local program volunteers: Alex Silverhart, Whitney Humecky and Madeline Borgelt.

Scholarship recipients were selected based on a variety of criteria, including service time, quality of leadership and mentorship with younger program volunteers and defendants, and overall experience with the Parker Teen Court program. Recipients were chosen by a representative from the Parker Town Council and the Municipal Court Judge.

All three scholarship winners plan to further their education in college. Silverhart plans to attend the University of Colorado Boulder, while Borgelt has selected Colorado Christian University. Humecky plans to attend the University of Texas at Arlington.

Parker Teen Court is a community-based intervention/prevention program designed to provide an alternative response to the juvenile justice system for first-time, non-violent, misdemeanor juvenile offenders. Community youth volunteers who serve in the program learn more about possible future careers in the legal profession while helping to determine appropriate sanctions for juvenile offenders who have elected to participate in the system. Positive peer influence helps hold youth offenders accountable and promotes long-term behavioral change that leads to enhanced public safety.

For more information on Parker Teen Court, including how to get involved as a youth or adult volunteer, visit www.ParkerOnline.org/TeenCourt.



Town Clerk's Office

Statistics – 2nd Quarter 2020

Community Event Permits

- 2016 Total – 63
- 2017 Total – 68
- 2018 Total – 60
- 2019 Total – 74
- YTD 2020 – 30 (14 withdrawn due to COVID-19)

Special Events Permits Processed (Events with Liquor)

- 2016 Total – 17
- 2017 Total – 33
- 2018 Total – 31
- 2019 Total – 23
- YTD 2020 – 9 (4 withdrawn due to COVID-19)

Active Liquor Licenses

- 2016 – 96
- 2017 – 97
- 2018 – 107
- 2019 – 117
- YTD 2020 – 117

Open Records Requests

- 2016 Total – 170
- 2017 Total – 120
- 2018 Total – 119
- 2019 Total – 187
- YTD 2020 – 84

Peddlers and Solicitors Permits

- 2016 Total – 19
- 2017 Total – 30
- 2018 Total – 18
- 2019 Total – 21
- YTD 2020 – 12



Request for Town Council Action

Date: July 20, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **OLDE TOWN AT PARKER - Rezone, Sketch and Preliminary Plans (Continued to 8/3/20)**

Applicant: Pacific North Enterprises, LLC

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

Department: Community Development, Carolyn Parkinson

TRAKiT No.: Z19-014, SUB19-014/SUB19-015

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 for-sale townhomes and condominiums.

If approved, the proposal would add 12.2 acres to the Olde Town at Parker PD that went bankrupt during the Great Recession of 2007-2008 and is now being developed under the name Senderos Creek. This action will complete the residential portion of Olde Town, address the Moomah enclave that was annexed several years ago and provide an attainable for-sale housing option. It will also fulfill the original vision of Olde Town/Senderos Creek as a mixed-use neighborhood with a range of housing options, commercial space and a centrally located park with pool.

STAFF RECOMMENDATION

Continue

BACKGROUND/DISCUSSION

The Planning Commission held a public hearing on June 25, 2020 regarding the proposal to amend the Olde Town at Parker PD zoning and associated Sketch/Preliminary Plans. At the public hearing, several members of the public who were viewing the meeting through the Town's Facebook Live stream did not access the Zoom virtual meeting platform in time to provide public comment prior to the closing of the public hearing. To address this situation, staff is asking the Town Council to consider a remand of the proposal back to Planning Commission to provide these members of the public that were not able to access the Zoom virtual meeting platform an opportunity to be heard by the Commission. If Council agrees, the Planning Commission would reopen the public hearing on July 23, 2020 and the continued public hearing before the Town Council would be held on August 3, 2020.

The Town annexed the property constituting the Olde Town at Parker PD in December, 2000 and adopted mixed-use zoning that provided for 595 residential dwelling units, 5.5 acres of commercial use and several parks. In 2003, the original developer obtained approval for a PD zoning amendment and a Sketch/Preliminary Plan that increased commercial Planning Area 1 (PA1) near the intersection of Mainstreet and Jordan Road to from 5.5 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 subdivision design was also amended at that time to orient most residential Planning Areas around a centrally located park and community center with pool accessible from major surrounding streets. The initial phases of the Olde Town at Parker development started near Jordan Road in the west but were interrupted by the Great Recession of 2007-2008 when the developer went bankrupt. This resulted in a stranded development that was partially built without a completed internal street network and limited residential amenities. The current developer, an entity of Pacific North, purchased the undeveloped remnants of the Olde Town at Parker PD several years ago and reconstituted the project as Senderos Creek. They obtained Town approval for the development of the eastern half of the Olde Town at Parker PD near Motsenbocker Road in 2017. This section of the project is currently under construction with townhomes, detached single-family homes, new internal roads and an improved park with the community pool that the original developer failed to construct.

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 School to the PD. This land is known as the Moomah property and it was 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 for-sale townhomes and condominium. It will also provide the residential yield necessary to complete the required infrastructure in Olde Town including roads, parks and the community center with new pool. The proposed Sketch/Preliminary Plans and administrative Site Plan comply with the Town's development

design, landscaping, parks dedication and open space standards.

The two (2) 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 zoned for future commercial use with required stormwater detention. It is addressed by and will be incorporated into the amended Olde Town at Parker PD.

The proposed amendment to the Olde Town at Parker PD is consistent with the Parker 2035 Master Plan that identifies the property as part of the Medium Density Residential Character Area within a mixed-use Neighborhood Center. The proposal achieves the Master Plan recommendation for a mixed-use Neighborhood Center with a range of housing types that integrates commercial and parks/open space uses in a well-designed, master planned community. The proposal is therefore consistent with the Town's land use policy for this area and satisfies the nine (9) criteria for rezoning approval found in the Land Development Ordinance.

The Planning Commission held a public hearing on June 25, 2020 and made a unanimous recommendation to Town Council to approve the proposed amendment to the Olde Town at Parker PD zoning with the two (2) conditions recommended in the staff report.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Vicinity Map
2. Planning Commission Staff Report
3. Ordinance 3.163.3
4. Conceptual Plan for Senderos Creek North
5. Sketch and Preliminary Plans

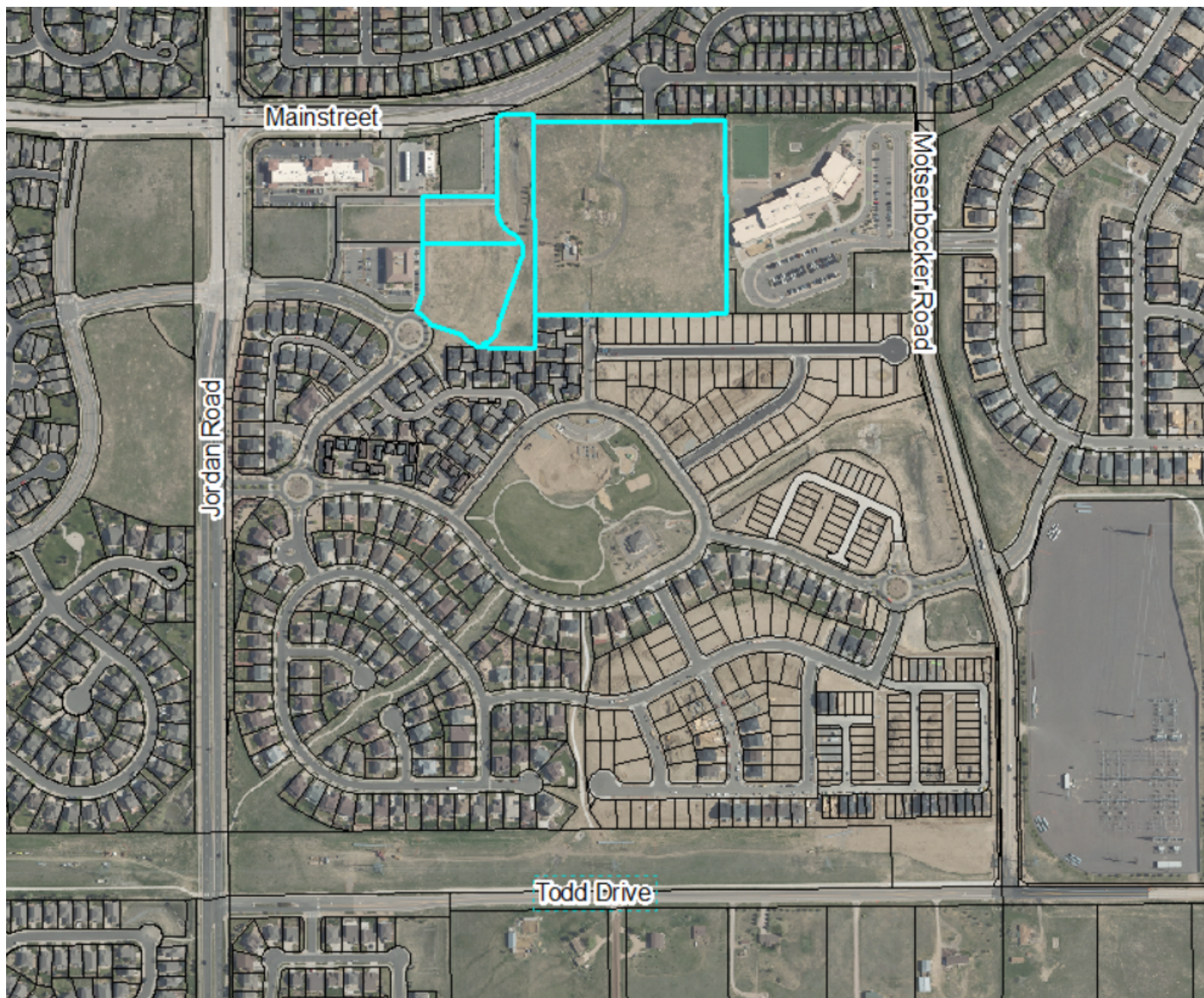
RECOMMENDED MOTION

1. I move to continue Ordinance No. 3.162.3 to August 3, 2020, for the Public Hearing.
2. I move that the Planning Commission recommendation concerning Ordinance No. 3.162.3 be remanded to allow the Planning Commission to reopen the public hearing that was held on June 25, 2020, for the purpose of obtaining more information from those members of the public that were not able to participate in the public hearing because they incorrectly accessed the public hearing through the Facebook Live link instead of the Zoom Webinar link that was provided on the Town's website and described in the Planning Commission meeting agenda that was properly posted for the public hearing, to help clarify or supplement the recommendation that

was made by the Planning Commission concerning Ordinance No. 3.162.3, at the next available Planning Commission meeting which is July 23, 2020.

3. I move to continue the Olde Town at Parker F2 Sketch and Preliminary Plans to August 3, 2020.

4. I move that the Planning Commission recommendation concerning the Olde Town at Parker F2 Sketch and Preliminary Plans be remanded to allow the Planning Commission to reopen the public hearing that was held on June 25, 2020, for the purpose of obtaining more information from those members of the public that were not able to participate in the public hearing because they incorrectly accessed the public hearing through the Facebook Live link instead of the Zoom Webinar link that was provided on the Town's website and described in the Planning Commission meeting agenda that was properly posted for the public hearing, to help clarify or supplement the recommendation that was made by the Planning Commission concerning the Olde Town at Parker F2 Sketch and Preliminary Plans, at the next available Planning Commission meeting which is July 23, 2020.





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
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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	Area	Dwelling Units	Density	Min. Density	% of Acreage
4.6.7	3.5' Attached Row*	56.37	345	4.35	4.35	45.0%
3	3.5' Cluster	7.08	74	10.45	10.29	5.7%
7.5.10	3.5' Attached	20.85	113	11.08	11.08	8.2%
5.5.5	Chairs Residential	13.89	104	7.49	10.00	10.7%
9	Condominium	6.27	108	17.22	17.22	4.9%
7	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%
		128.93	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

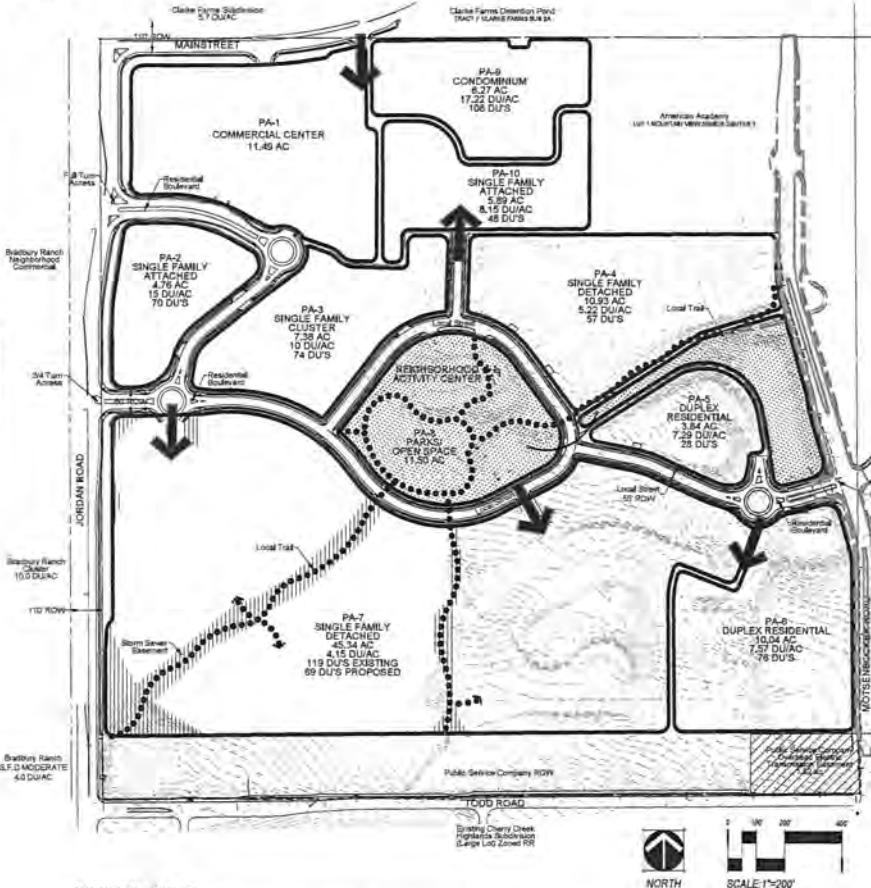
STATE OF COLORADO }
COUNTY OF DOUGLAS }

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-9 (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-9: 3.69 AC
D. PARK LANDS IN PA-9 & 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 09°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 00°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°30'03"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 172.89 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 80229

PREPARED BY / LAND PLANNER / LANDSCAPE ARCHITECT

NOBIS DESIGN

REVISIONS
REVISION 04-03-20
REVISION 06-04-20
REVISION 06-02-20
REVISION 11-02-19
REVISION 01-06-17
REVISION 03-28-17
REVISION 04-19-19
REVISION 07-25-19
REVISION 02-18-20
REVISION 04-03-20
REVISION 04-30-20

SHEET 1 OF 1

Conceptual Plan for Senderos Creek North & Senderos Creek



TRACT C SUMMARY TABLE									
TYPE OF AREA	DRY UTILITY ESMT. (SF)	ACCESS ESMT. (SF)	PWSD ESMT. (SF)	PWSD & ACCESS ESMT. (SF)	PWSD & DRY UTILITY ESMT. (SF)	DRY UTILITY & ACCESS EASEMENT (SF)	DRY UTILITY & ACCESS & PWSD ESMT. (SF)	OPEN SPACE (SF)	TOTAL TRACT B AREA (SF)
SQUARE FOOTAGE	11,542	13,220	3,557	40,122	105	1,274	1,443	30,334	101659
%	11.36%	13.01%	3.50%	39.49%	0.10%	1.25%	1.42%	29.86%	100.00%

PARCEL CONTAINS 15.369 ACRES OR 669,493 SQUARE FEET MORE OR LESS.

ACKNOWLEDGEMENT:

THE UNDERSIGNED, BEING ALL THE OWNERS, MORTGAGEES, BENEFICIARIES OF DEEDS OF TRUST AND HOLDERS OF OTHER INTERESTS OF THE LANDS DESCRIBED HEREIN, HEREBY ACKNOWLEDGE THAT ANY SUBDIVISION APPROVAL OBTAINED BY THE TOWN OF PARKER DOES NOT OBLVATE 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: SENDEROS CREEK CONDOS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND SENDEROS CREEK COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

BY: _____
NAME: _____
TITLE: _____

NOTARY:

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

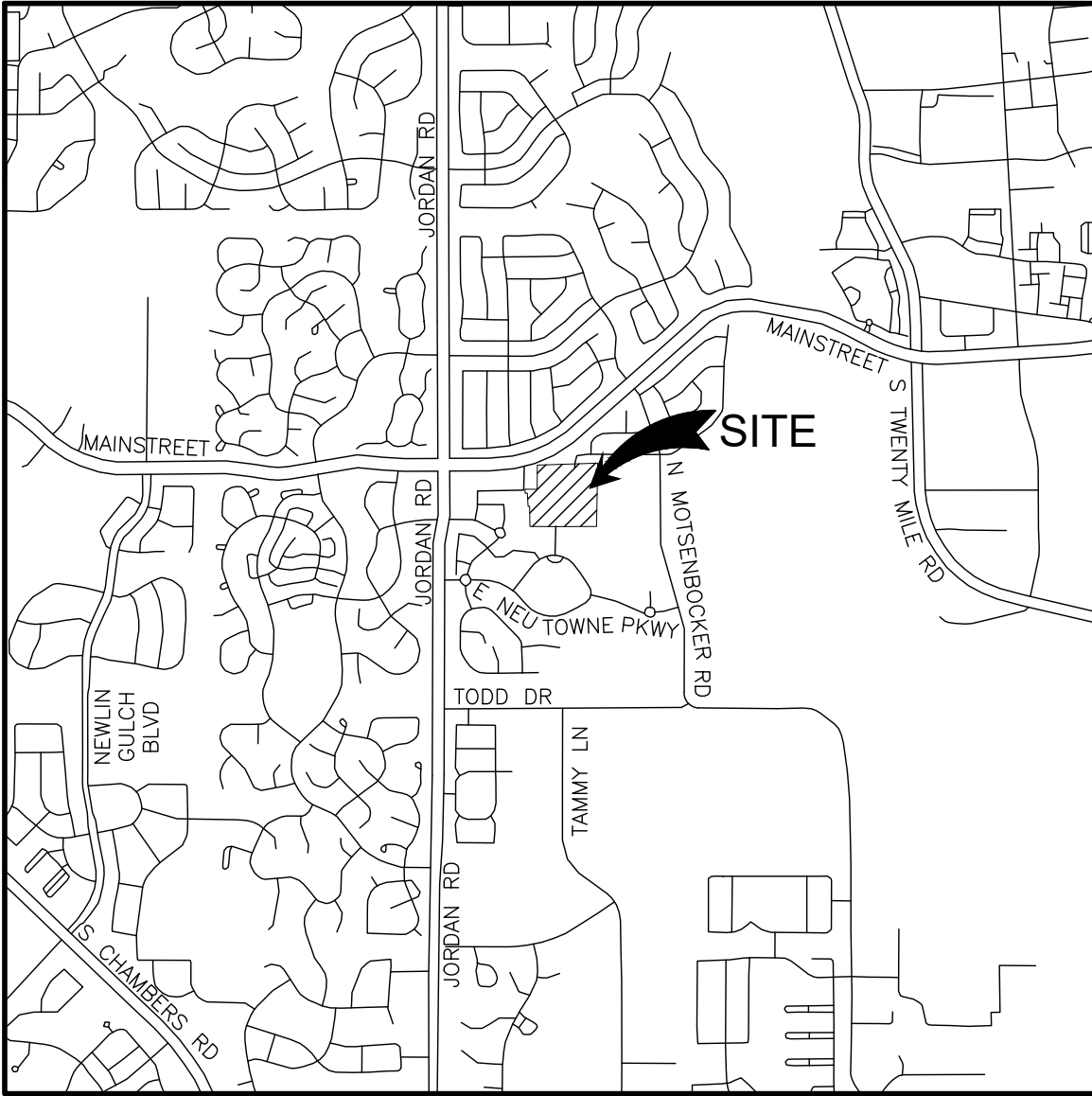
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS ____ DAY OF _____, 2020.
BY _____ AS _____ OF SENDEROS CREEK CONDOS, LLC, A COLORADO LIMITED LIABILITY COMPANY AND SENDEROS CREEK COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
ADDRESS _____

RICHARD A. NOBBE, P.L.S. #23899
FOR AND ON BEHALF OF MARTIN/MARTIN, INC.

SHEET INDEX	
NUMBER	TITLE
01	COVER
02	VACATION PLAN
03	SKETCH PLAN
04	SKETCH PLAN
05	SKETCH PLAN
06	SEPARATE EASEMENTS
07	SEPARATE EASEMENTS
08	SEPARATE EASEMENTS



VICINITY MAP

SCALE: 1"=2000'

TITLE VERIFICATION:

WE, LAND TITLE GUARANTEE 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 THOSE ITEMS AS SHOWN ON THE LAND TITLE GUARANTEE COMPANY COMMITMENT NO. ABC70616397.1 WITH AN EFFECTIVE DATE OF APRIL 16, 2019 AT 5:00 P.M.

DATE: _____ LAND TITLE GUARANTEE COMPANY

NOTARY:

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE ME THIS ____ DAY OF _____, 2020.
BY _____, AS AN AUTHORIZED SIGNATORY OF _____

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
ADDRESS _____

SURVEYOR'S CERTIFICATION:

I, RICHARD A. NOBBE, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF OLDE TOWN AT PARKER, FILING 2 WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION ON OR ABOUT THE 20TH DAY OF FEBRUARY, 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 _____, 2020.

TRACT SUMMARY TABLE				
TRACT	AREA (S.F.)	AREA (AC.)	USE	OWNERSHIP
A	37,242	0.8550	OPEN SPACE, UTILITIES & DRAINAGE	HOME OWNERS ASSOCIATION
B	39,828	0.9140	OPEN SPACE, UTILITIES & DRAINAGE	HOME OWNERS ASSOCIATION
C	101,659	2.3320	OPEN SPACE, UTILITIES, DRAINAGE & ACCESS	HOME OWNERS ASSOCIATION
D	26,159	0.6010	OPEN SPACE, UTILITIES & DRAINAGE	HOME OWNERS ASSOCIATION

LAND USE SUMMARY TABLE			
USAGE	AREA (S.F.)	ACREAGE	%
RESIDENTIAL LOTS	319,307	7.330	47.70%
COMMERCIAL LOTS	139,608	3.205	20.85%
PUBLIC RIGHTS OF WAY	5,674	0.130	0.85%
ACCESS/OPEN SPACE	101,659	2.334	15.18%
OPEN SPACE	103,225	2.370	15.42%
TOTAL	669,495	15.369	100.00%

NOTES:

- NOTICE: 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 OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
- THE LINEAL UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- BASIS OF BEARING:** 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°21'11"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.
- OWNER WAIVES, REMISES, AND RELEASED ANY RIGHT OR CAUSE OF ACTION IT MAY NOW HAVE OR WHICH IT MAY HAVE IN THE FUTURE AGAINST THE TOWN OF PARKER, ITS OFFICERS, EMPLOYEES, AND AGENTS RELATED TO OR RESULTING FROM THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE PROPERTY THAT IS THE SUBJECT OF THIS FINAL PLAT.
- THIS SKETCH / PRELIMINARY PLAN CONSISTS OF 51 LOTS AND 4 TRACTS.
- BLANKET DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE TOWN OF PARKER OVER AND ACROSS TRACTS A, B, C, AND D FOR THE PURPOSE OF ACCESSING, MAINTAINING AND REPAIRING STORM WATER MANAGEMENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, RIPRAP, DETENTION BASINS, FOREBAYS, MICRO-POOLS, AND WATER QUALITY FACILITIES (COLLECTIVELY "FACILITIES" IN THE EVENT THE OWNER, ITS SUCCESSORS AND ASSIGNS ("SYSTEM OWNER") FAILS TO SATISFACTORILY MAINTAIN OR REPAIR SAID FACILITIES. A BLANKET ACCESS EASEMENT OVER TRACTS A, B, C AND D IS ALSO GRANTED TO THE TOWN OF PARKER, BUT ONLY FOR THE PURPOSE OF ACCESSING THE FACILITIES IN THE EVENT THAT THE DRAINAGE EASEMENTS DO NOT PROVIDE ADEQUATE ACCESS.
- WITHIN SIGHT TRIANGLES, AS SHOWN, LIMITED LANDSCAPING SHALL BE ALLOWED BUT NO SOLID STRUCTURES OR TREES WILL BE PERMITTED. SOLID STRUCTURES SHALL INCLUDE, BUT NOT BE LIMITED TO, FENCES, MAILBOXES, AND UTILITY BOXES. LANDSCAPING WITHIN THE SIGHT TRIANGLES WILL BE LIMITED TO SHRUBS AND PLANTINGS THAT AT MATURITY WILL BE NO TALLER THAN TWO FEET. LANDSCAPING WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR APPROPRIATE ASSOCIATION.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE WILL BE ISSUED UNTIL ALL PUBLIC IMPROVEMENTS ARE COMPLETED AND ACCEPTED IN WRITING BY THE TOWN.
- NO CERTIFICATES OF OCCUPANCY, TEMPORARY OR OTHERWISE SHALL BE ISSUED UNTIL THE LANDSCAPING IS INSTALLED AND APPROVED BY THE TOWN OR AS OTHERWISE ALLOWED IN THE LAND DEVELOPMENT CODE.
- PRIVATE ACCESS DRIVES/ROADWAYS MUST BE CONSTRUCTED PRIOR TO THE ISSUANCE OF TEMPORARY CERTIFICATE OF OCCUPATION AND/OR CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT OCCURRING ON PROPERTY SHOWN HEREIN.
- ACCESS EASEMENTS ARE HEREBY GRANTED OVER ALL PRIVATE ENTRANCES AND INTERNAL ROADWAYS WITHIN THE PROPERTY FOR THE BENEFIT OF ALL CURRENT AND FUTURE OWNERS OF THE PROPERTY FOR INGRESS, EGRESS AND TRAFFIC CIRCULATION. SHOULD THE PROPERTY BE FURTHER SUBDIVIDED INTO ADDITIONAL LOTS, ALL SUCH LOTS SHALL HAVE THE RIGHT TO USE ALL SUCH ENTRANCES AND INTERNAL ROADWAYS FOR PUBLIC ACCESS PURPOSES.
- THIS PLAT IS SUBJECT TO A PERPETUAL, NON-EXCLUSIVE CROSS-PARKING EASEMENT FOR THE BENEFIT OF ALL LOTS AND TRACTS DESCRIBED HEREIN FOR THE SHARED USE OF ALL PARKING SPACES SITUATED ON THE PROPERTY DESCRIBED HEREIN. THE OWNER OF EACH LOT AND/OR TRACT SHALL KEEP AND MAINTAIN THE PARKING SPACES CONTAINED WITHIN THEIR RESPECTIVE LOT AND/OR TRACT IN A COMMERCIALLY REASONABLE CONDITION AND STATE OF REPAIR.
- ROOF OVERHANGS WITH A MAXIMUM TWO-FOOT (2') ENCROACHMENT MAY BE LOCATED WITHIN "UTILITY EASEMENTS" PROVIDED THEY DO NOT INTERFERE WITH THE USE OF, OBSTRUCT THE OPERATION OF, OR ACCESS TO SAID EASEMENT.

OWNER/DEVELOPER
SENDEROS CREEK CONDOS, LLC
SENDEROS CREEK COMMERCIAL, LLC
4600 SOUTH SYRACUSE STREET, SUITE 900
DENVER, CO 80237

CIVIL ENGINEER/SURVEYOR
MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215

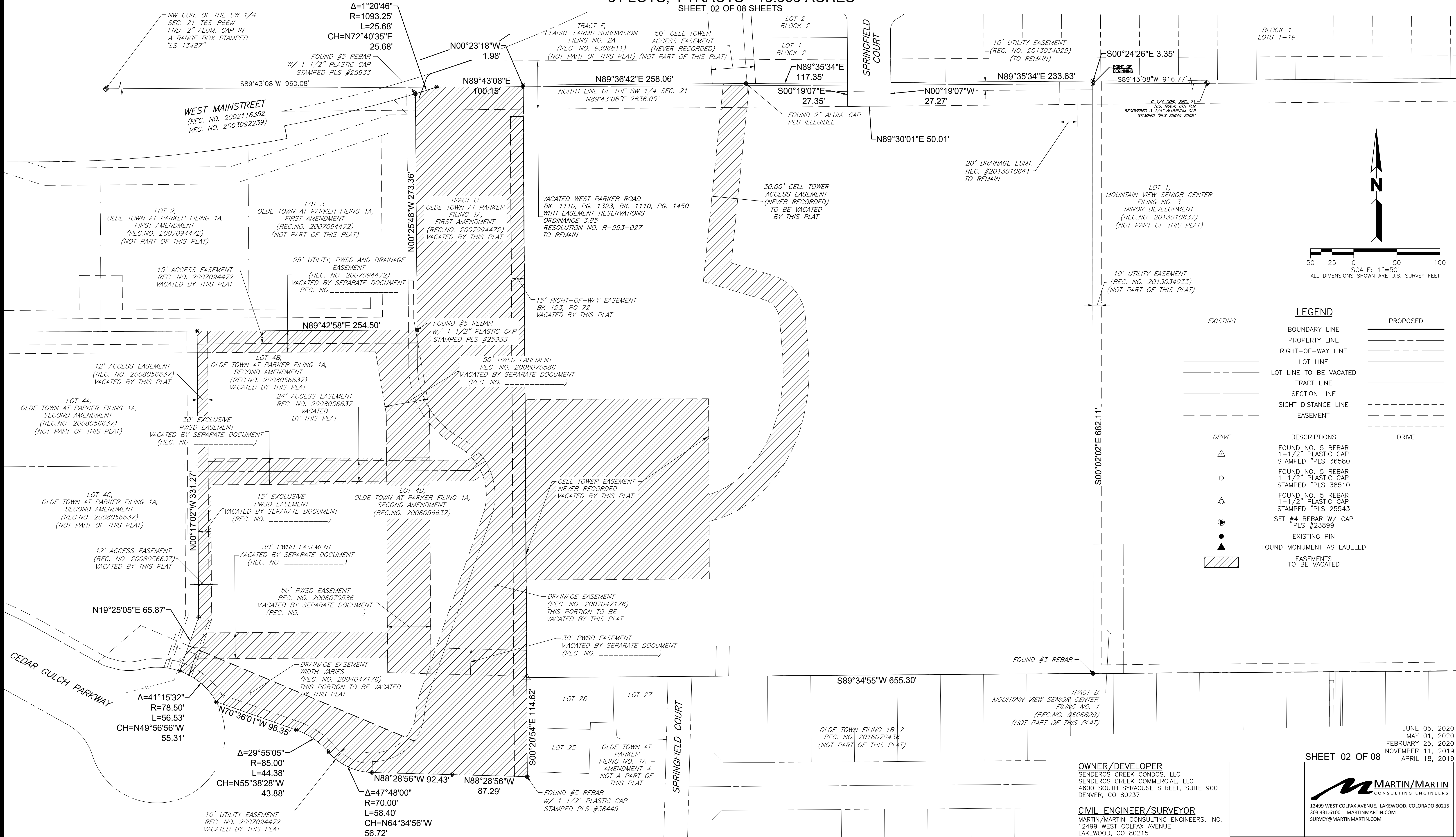
JUNE 05, 2020
MAY 01, 2020
FEBRUARY 25, 2020
NOVEMBER 11, 2019
APRIL 18, 2019

SHEET 01 OF 08

MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

SKETCH/PRELIMINARY PLAN
OLDE TOWN AT PARKER FILING 2
A PARCEL OF LAND AND A REPLAT OF TRACT O OF OLDE TOWN AT PARKER FILING
1A, FIRST AMENDMENT AND LOTS 4B AND 4D OF OLDE TOWN AT PARKER FILING 1A,
SECOND AMENDMENT BEING A PORTION OF THE WEST HALF OF SECTION 21
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
51 LOTS, 4 TRACTS - 15.369 ACRES

SHEET 02 OF 08 SHEETS



LEGEND

EXISTING	PROPOSED
BOUNDARY LINE	BOUNDARY LINE
PROPERTY LINE	PROPERTY LINE
RIGHT-OF-WAY LINE	RIGHT-OF-WAY LINE
LOT LINE	LOT LINE
LOT LINE TO BE VACATED	LOT LINE TO BE VACATED
TRACT LINE	TRACT LINE
SECTION LINE	SECTION LINE
SIGHT DISTANCE LINE	SIGHT DISTANCE LINE
EASEMENT	EASEMENT
DRIVE	DRIVE
FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 36580"	FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 36580"
FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 38510"	FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 38510"
FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 25543"	FOUND, NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 25543"
SET #4 REBAR W/ CAP PLS #23899	SET #4 REBAR W/ CAP PLS #23899
EXISTING PIN	EXISTING PIN
FOUND MONUMENT AS LABELED	FOUND MONUMENT AS LABELED
EASEMENTS TO BE VACATED	EASEMENTS TO BE VACATED

SHEET 02 OF 08

OWNER/DEVELOPER
SENDEROS CREEK CONDOS, LLC
SENDEROS CREEK COMMERCIAL, LLC
4600 SOUTH SYRACUSE STREET, SUITE 900
DENVER, CO 80237
CIVIL ENGINEER/SURVEYOR
MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215

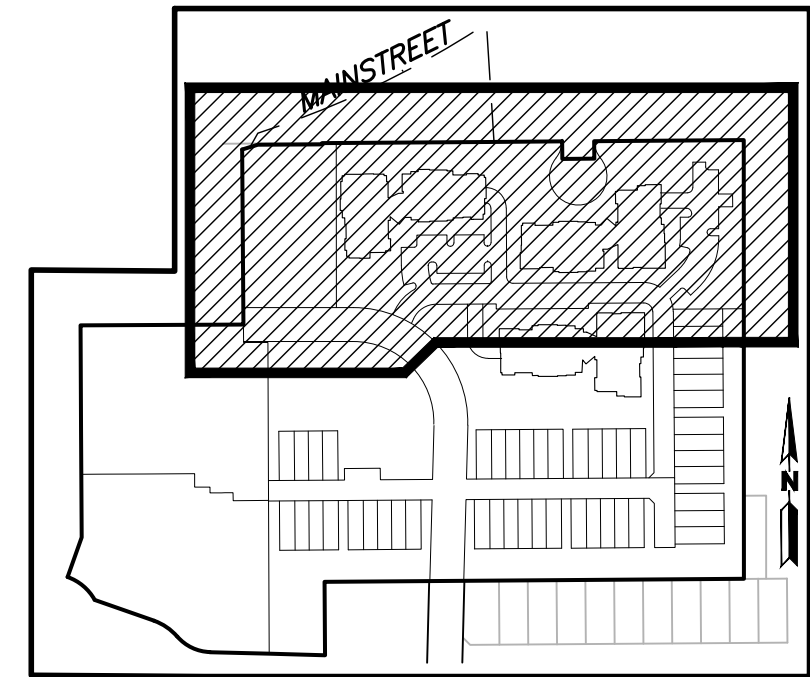
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303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

JUNE 05, 2020
MAY 01, 2020
FEBRUARY 25, 2020
NOVEMBER 11, 2019
APRIL 18, 2019

Project Manager: G:\LOVATO\17.1060-Senderos Creek MF\PLANS\SKETCH PLAN\VACATION EXHIBIT.dwg
Date: 6/15/2020
Job Number: 17.1060
Drawn By: MAM
Sheet Number: 02 OF 08

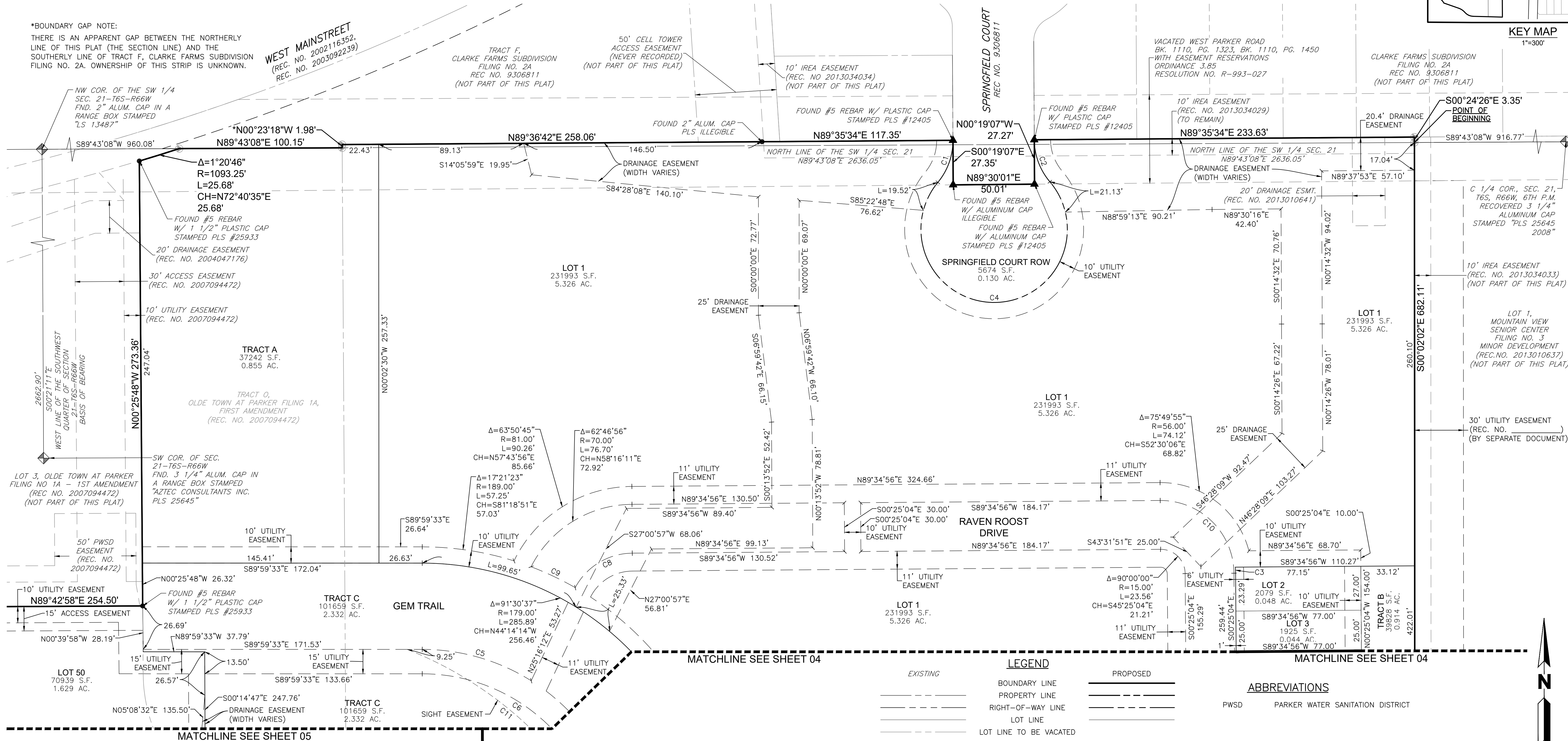
Plot Date: 6/15/2020

SKETCH/PRELIMINARY PLAN
OLDE TOWN AT PARKER FILING 2
A PARCEL OF LAND AND A REPLAT OF TRACT O OF OLDE TOWN AT PARKER FILING
1A, FIRST AMENDMENT AND LOTS 4B AND 4D OF OLDE TOWN AT PARKER FILING 1A,
SECOND AMENDMENT BEING A PORTION OF THE WEST HALF OF SECTION 21
TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE PRINCIPAL MERIDIAN,
TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
51 LOTS, 4 TRACTS - 15.369 ACRES
SHEET 03 OF 08 SHEETS



*BOUNDARY GAP NOTE:

THERE IS AN APPARENT GAP BETWEEN THE NORTHERLY
LINE OF THIS PLAT (THE SECTION LINE) AND THE
SOUTHERLY LINE OF TRACT F, CLARKE FARMS SUBDIVISION
FILING NO. 2A. OWNERSHIP OF THIS STRIP IS UNKNOWN.



EXISTING		PROPOSED	
---	BOUNDARY LINE	---	BOUNDARY LINE
---	PROPERTY LINE	---	PROPERTY LINE
---	RIGHT-OF-WAY LINE	---	RIGHT-OF-WAY LINE
---	LOT LINE	---	LOT LINE
---	LOT LINE TO BE VACATED	---	LOT LINE TO BE VACATED
---	TRACT LINE	---	TRACT LINE
---	SECTION LINE	---	SECTION LINE
---	SIGHT DISTANCE LINE	---	SIGHT DISTANCE LINE
---	EASEMENT	---	EASEMENT
---	TIE	---	TIE
---	DRIVE	---	DRIVE

DESCRIPTIONS
FOUND NO. 5 REBAR
1-1/2" PLASTIC CAP
STAMPED "PLS 36580"
FOUND NO. 5 REBAR
1-1/2" PLASTIC CAP
STAMPED "PLS 38510"
FOUND NO. 5 REBAR
1-1/2" PLASTIC CAP
STAMPED "PLS 25543"
SET #4 REBAR W/ CAP
PLS #23899
EXISTING PIN
FOUND MONUMENT AS LABELED

ABBREVIATIONS
PWSD PARKER WATER SANITATION DISTRICT

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	40°05'11"	40.01'	27.99'	S19°44'16"W	27.42'
C2	40°15'27"	39.92'	28.05'	N20°20'39"W	27.48'
C3	4°37'20"	46.00'	3.71'	S02°43'44"E	3.71'
C4	260°14'19"	45.00'	204.39'	N89°39'49"E	68.82'
C5	32°05'58"	126.00'	70.59'	S73°56'34"E	69.67'
C6	91°30'37"	111.00'	177.28'	S44°14'14"E	159.03'
C8	61°39'29"	40.00'	43.05'	S58°51'26"W	41.00'
C9	9°23'43"	183.27'	30.05'	N64°39'12"W	30.02'
C10	90°00'00"	45.00'	70.69'	N45°25'04"W	63.64'
C11	49°32'57"	232.72'	201.26'	N43°45'06"W	195.05'

SCALE: 1"=30'
ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET

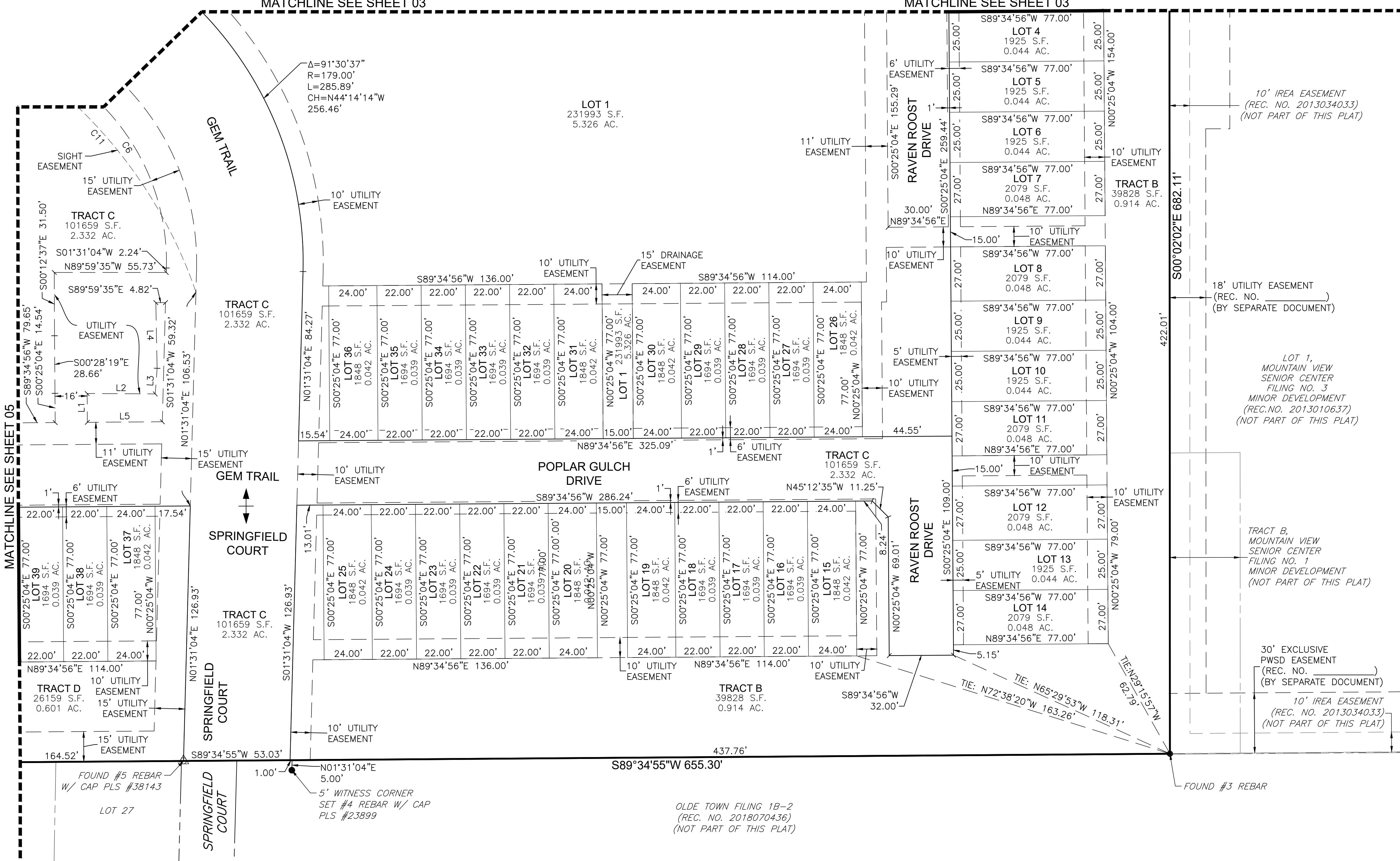
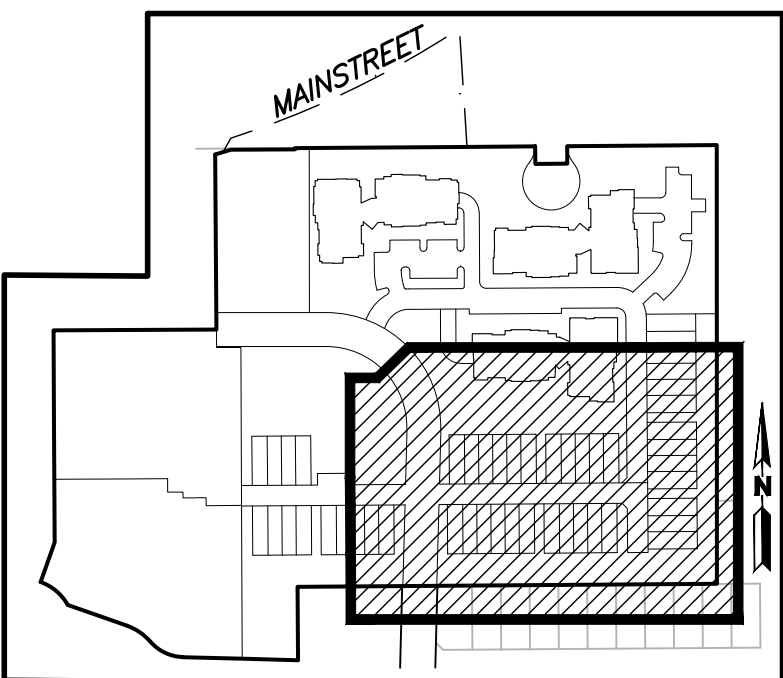
JUNE 05, 2020
MAY 01, 2020
FEBRUARY 25, 2020
NOVEMBER 11, 2019
APRIL 18, 2019
SHEET 03 OF 08

OWNER/DEVELOPER
SENDEROS CREEK CONDOS, LLC
SENDEROS CREEK COMMERCIAL, LLC
4600 SOUTH SYRACUSE STREET, SUITE 900
DENVER, CO 80237
CIVIL ENGINEER/SURVEYOR
MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215

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12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTIN@MARTINM.COM
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Location: G:\LOVATO\17.1060-Senderos Creek MF\PLANS\SKETCH PLAN\SKETCH PLAN.dwg
Job Number: 17.1060
Sheet Number: 03 OF 08
Drawn By: MAM
Surveyed By: RAN
Plot Date: 6/15/2020

SKETCH/PRELIMINARY PLAN
OLDE TOWN AT PARKER FILING 2



<i>EXISTING</i>		<i>PROPOSED</i>
_____	BOUNDARY LINE	_____
_____	PROPERTY LINE	_____
_____	RIGHT-OF-WAY LINE	_____
_____	LOT LINE	_____
_____	LOT LINE TO BE VACATED	_____
_____	TRACT LINE	_____
_____	SECTION LINE	_____
_____	SIGHT DISTANCE LINE	_____
_____	EASEMENT	_____
_____	TIE	_____
<i>DRIVE</i>	DESCRIPTIONS	<i>DRIVE</i>
△	FOUND NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 36580	
○	FOUND NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 38510	
△	FOUND NO. 5 REBAR 1-1/2" PLASTIC CAP STAMPED "PLS 25543	
▶	SET #4 REBAR W/ CAP PLS #23899	
●	EXISTING PIN	
▲	FOUND MONUMENT AS LABELED	

ABBREVIATIONS

PWSD PARKER WATER SANITATION DISTRICT

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	N00°25'04"W	14.33'
L2	S89°40'17"E	33.88'
L3	N04°12'05"E	12.79'
L4	N01°08'57"W	32.69'
L5	S89°34'56"W	37.31'

CURVE TABLE					
NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C6	91°30'37"	111.00'	177.28'	S44°14'14"E	159.03'
C11	49°32'57"	232.72'	201.26'	N43°45'06"W	195.05'

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LAKEWOOD, CO 80215

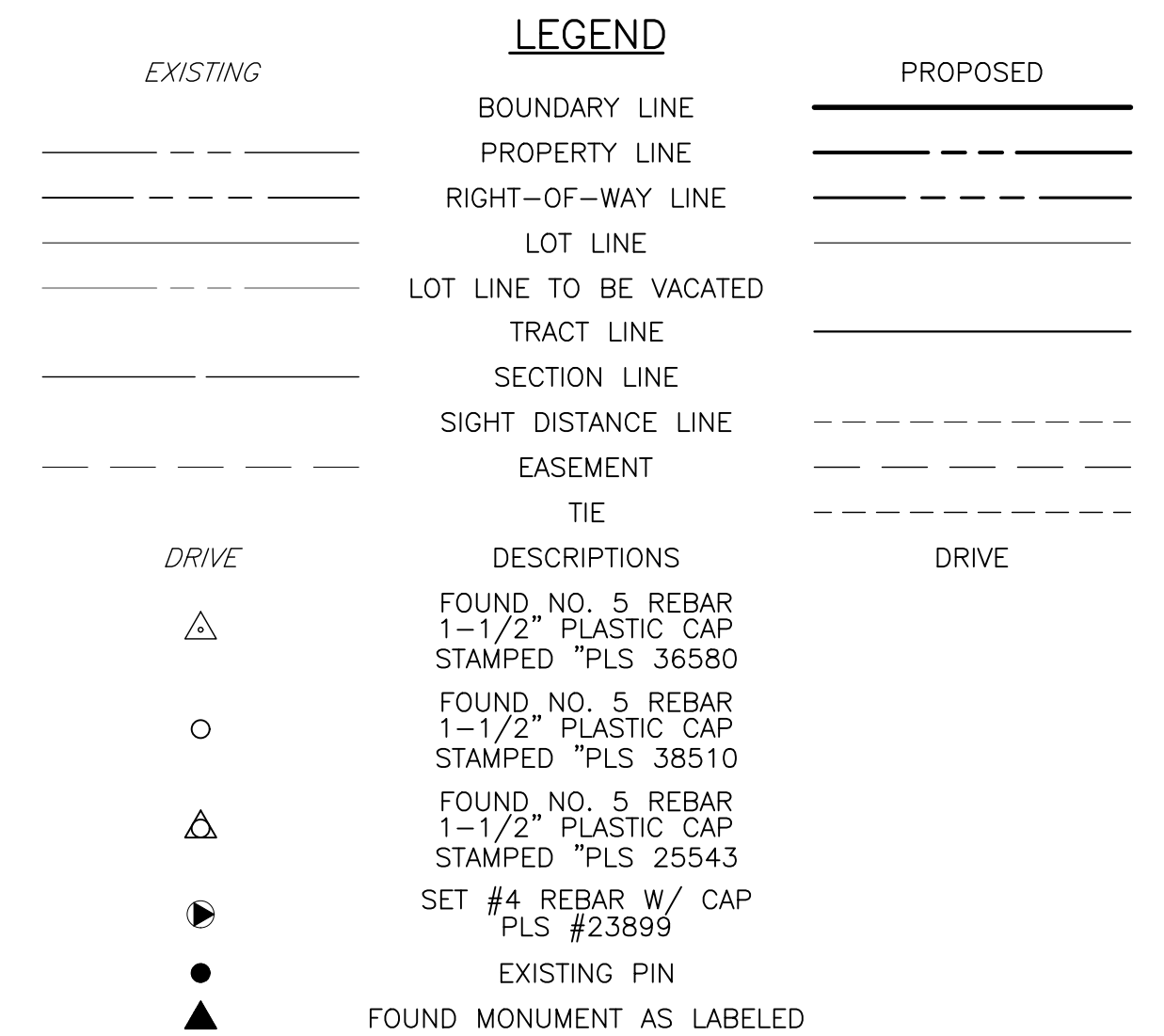
SHEET 04 OF 08



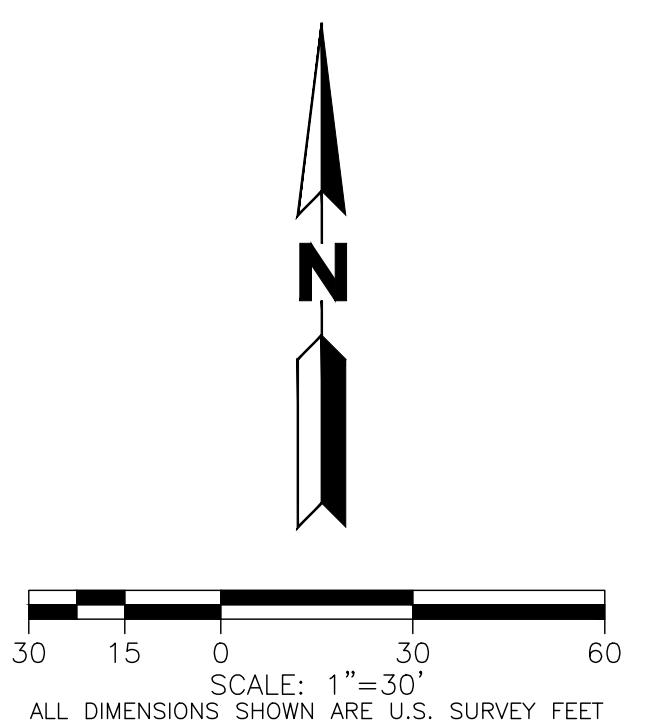
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12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

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TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO
51 LOTS, 4 TRACTS - 15.369 ACRES
SHEET 05 OF 08 SHEETS



PWSD PARKER WATER SANITATION DISTRICT



SHEET 05 OF 08

OWNER/DEVELOPER
SENDEROS CREEK CONDOS, LLC
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4600 SOUTH SYRACUSE STREET, SUITE 900
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303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

Project Manager: _____
 DAK _____
 Surveyed By: _____
 RAN _____

Location: _____
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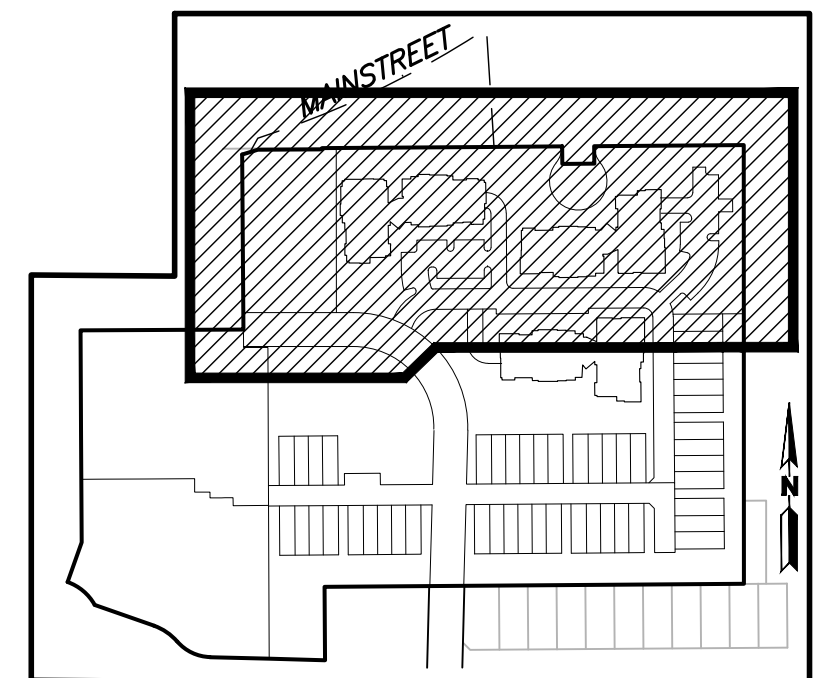
Drawn By: _____
 MAW _____

Job Number: 17.1060
 Sheet Number: _____ OF 8
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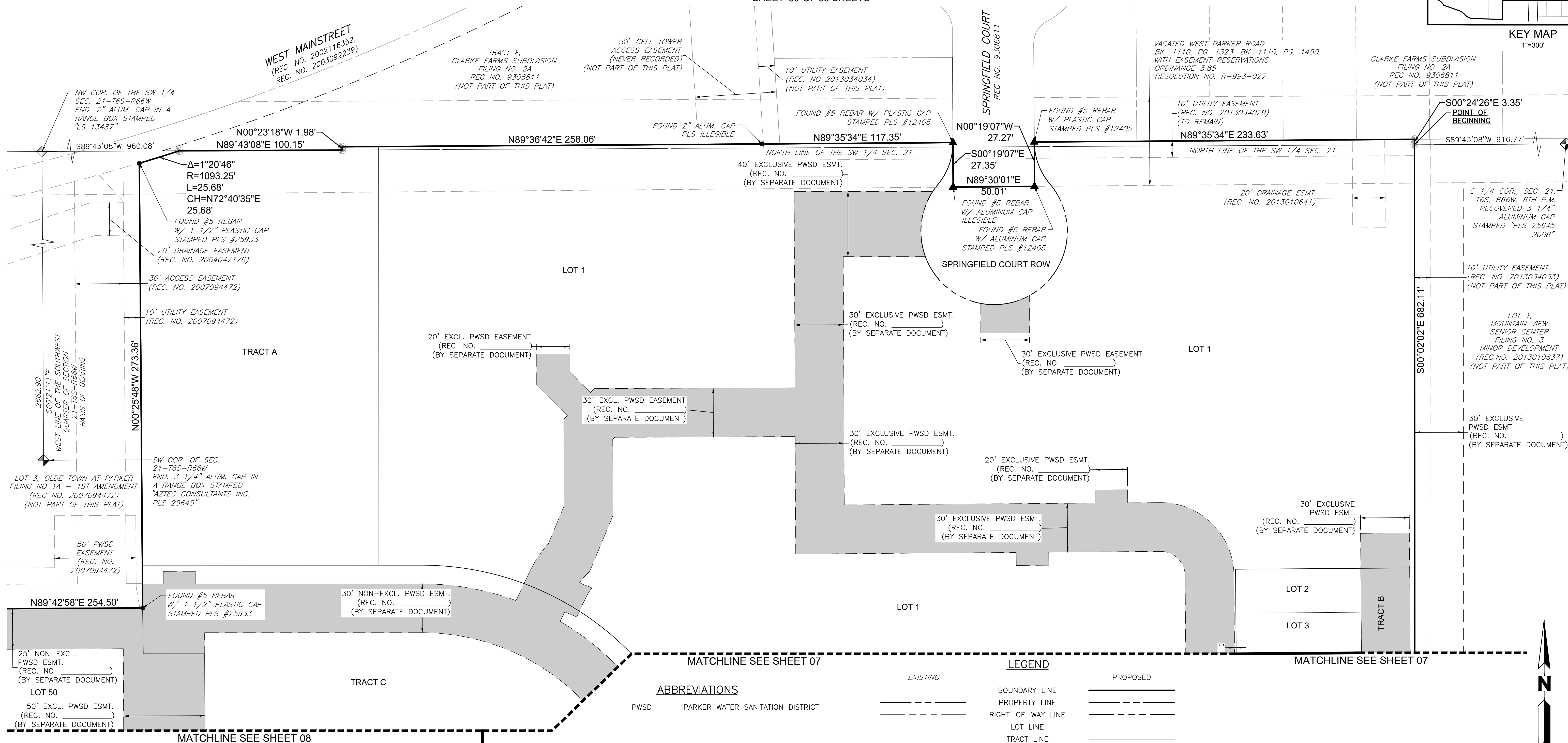
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51 LOTS, 4 TRACTS - 15.369 ACRES

SHEET 06 OF 08 SHEETS



KEY MAP

$$1'' = 300'$$


MATCHLINE SEE SHEET 07

ABBREVIATIONS

PWSD PARKER WATER SANITATION DISTRICT

LEGEND

EXISTING

PROPOSED

	BOUNDARY LINE	
	PROPERTY LINE	
	RIGHT-OF-WAY LINE	
	LOT LINE	
	TRACT LINE	
	SECTION LINE	
	SIGHT DISTANCE LINE	
	EASEMENT	
	TIE	
DRIVE	DESCRIPTIONS	DRIVE
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●	SET #4 REBAR W/ CAP PLS #23899	▶
▲	EXISTING PIN	
	FOUND MONUMENT AS LABELED	

30 15 0 30 60
SCALE: 1"=30'
ALL DIMENSIONS SHOWN ARE U.S. SURVEY FEET

JUNE 05, 2020
MAY 01, 2020
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SHEET 06 OF 08



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OWNER/DEVELOPER
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DENVER, CO 80237

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MARTIN/MARTIN CONSULTING ENGINEERS, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO 80215

Project Manager: DAK
Location: G:\LOVATO\17.1060-Senderos Creek MF\PLANS\SKETCH PLAN\EASEMENT DEDICATION.dwg
Surveyed By: RAN
Job Number: 17.1060
Sheet Number: 8 OF 8
DRAWN: MAM

Plot Date:
6/15/2020

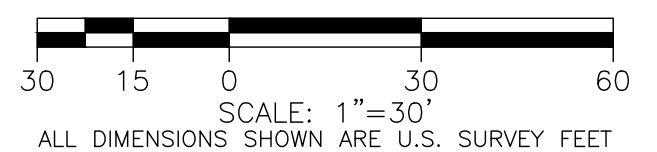
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51 LOTS, 4 TRACTS - 15.369 ACRES

SHEET 07 OF 08 SHEETS



ABBREVIATIONS

PWSD PARKER WATER SANITATION DISTRICT



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MAY 01, 2020
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NOVEMBER 11, 2019
APRIL 18, 2019

SHEET 07 OF 08^N

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303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

Project Manager: DAK

Location: G:\LOVATO\17,1060-Senders Creek WF\PLANS\SKETCH PLAN\EASEMENT DEDICATION.dwg

Drawn By: MAN

Job Number: 17,1060

Surveyed By: MAN

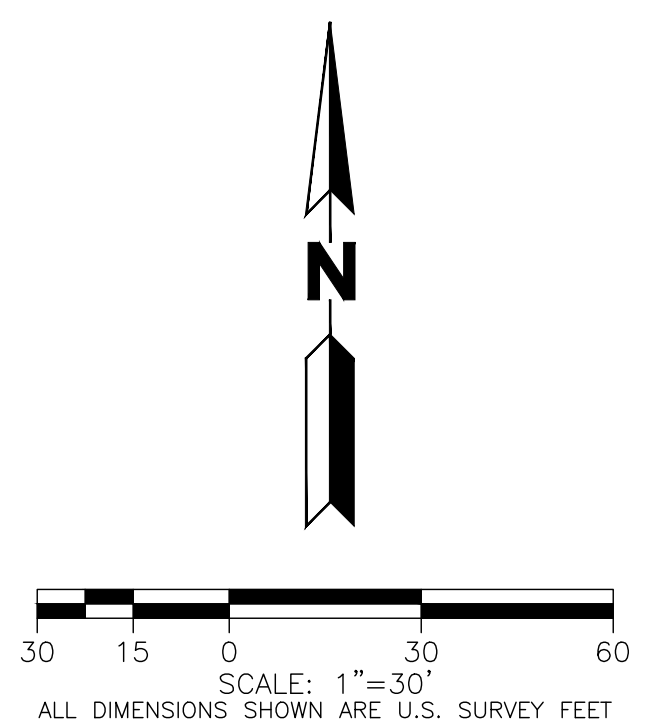
Sheet Number: ## OF 8

Plot Date:
6/15/2020

A PARCEL OF LAND AND A REPLAT OF TRACT O OF OLDE TOWN AT PARKER FILING 1A, FIRST AMENDMENT AND LOTS 4B AND 4D OF OLDE TOWN AT PARKER FILING 1A, SECOND AMENDMENT BEING A PORTION OF THE WEST HALF OF SECTION 21 TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE PRINCIPAL MERIDIAN, TOWN OF PARKER, COUNTY OF DOUGLAS, STATE OF COLORADO

51 LOTS, 4 TRACTS - 15.369 ACRES

SHEET 08 OF 08 SHEETS



JUNE 05, 2020
MAY 01, 2020
FEBRUARY 25, 2020
NOVEMBER 11, 2019
SHEET 08 OF 08 APRIL 18, 2019

OWNER/DEVELOPER
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Project Manager: _____
 DAK _____
 Location: _____
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 Surveyed By: _____
 Drawn By: _____
 Job Number: 17.1060
 Sheet Number: _____
 RAN _____
 MAM _____
 OF 8
 #/##

Plot Date: 6/15/2020



Request for Town Council Action

Date: July 20, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-033**
A Resolution to Opt-Out of the Tri-County Health
Department Order to Require Mandatory Mask Wearing for
All Residents of Douglas County, Colorado

Department: Town Attorney, Jim Maloney

EXECUTIVE SUMMARY

The purpose of this resolution is to “opt-out” of the Tri-County Health Department’s (“TCHD”) Order to require mandatory mask wearing for all residents of Adams, Arapahoe, and Douglas Counties, within the boundaries of the TCHD.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On July 8, 2020, TCHD Board of Health voted to direct and authorize TCHD to issue public health orders mandating the use of masks in Adams, Arapahoe, and Douglas Counties (the “Counties”). TCHD issued a public health order signed by the Executive Director (the “Order”). The Order allows any of the Counties or municipalities located within the boundaries of TCHD to “opt-out” of the Order by providing notice, through its governing body or duly authorized representative, to TCHD by July 23, 2020. The Order does not go into effect until July 24, 2020. For the reasons that (1) the public health data for Douglas County is favorable; (2) the Douglas County community is voluntarily wearing masks at a current compliance rate of 75%; and (3) the recommendation of the Executive Director of TCHD, that a mask mandate is not necessary for Douglas County, the Town Council desires to opt-out of the Order.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 20-033

RECOMMENDED MOTION

I move to approve Resolution No. 20-033.

RESOLUTION NO. 20-033, Series of 2020

TITLE: A RESOLUTION TO OPT-OUT OF THE TRI-COUNTY HEALTH DEPARTMENT ORDER TO REQUIRE MANDATORY MASK WEARING FOR ALL RESIDENTS OF DOUGLAS COUNTY, COLORADO

WHEREAS, on July 8, 2020, Tri-County Health Department's ("TCHD") Board of Health voted to direct and authorize TCHD to issue public health orders mandating the use of masks in Adams, Arapahoe, and Douglas Counties (the "Counties");

WHEREAS, TCHD issued a public health order signed by the Executive Director (the "Order"), a copy of which is attached as **Exhibit A** and incorporated by this reference;

WHEREAS, the Order allows any of the Counties or municipalities located within the boundaries of TCHD to "opt-out" of the Order by providing notice, through its governing body or duly authorized representative, to TCHD by July 23, 2020;

WHEREAS, the Order does not go into effect until July 24, 2020; and

WHEREAS, for the reasons that (1) the public health data for Douglas County is favorable; (2) the Douglas County community is voluntarily wearing masks at a current compliance rate of 75%; and (3) the recommendation of the Executive Director of TCHD that a mask mandate is not necessary for Douglas County, the Town Council desires to opt-out of the Order.

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 opts-out of the Order and is deemed to be excepted from the application of the Order.

Section 2. The Town Council hereby directs the Town Administrator to provide written notification to TCHD of this Resolution at communications@tchd.org by July 23, 2020.

Section 3. Nothing herein pre-empts a Town of Parker business or other entity from requiring the use of masks within its establishment. Opting out of the Order shall not pre-empt any state public health orders requiring or encouraging the use of masks or face coverings.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



Request for Town Council Action

Date: July 20, 2020

Submitted By: Tom Gill, Associate Project Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.543 - Second 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

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 second reading.

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**.

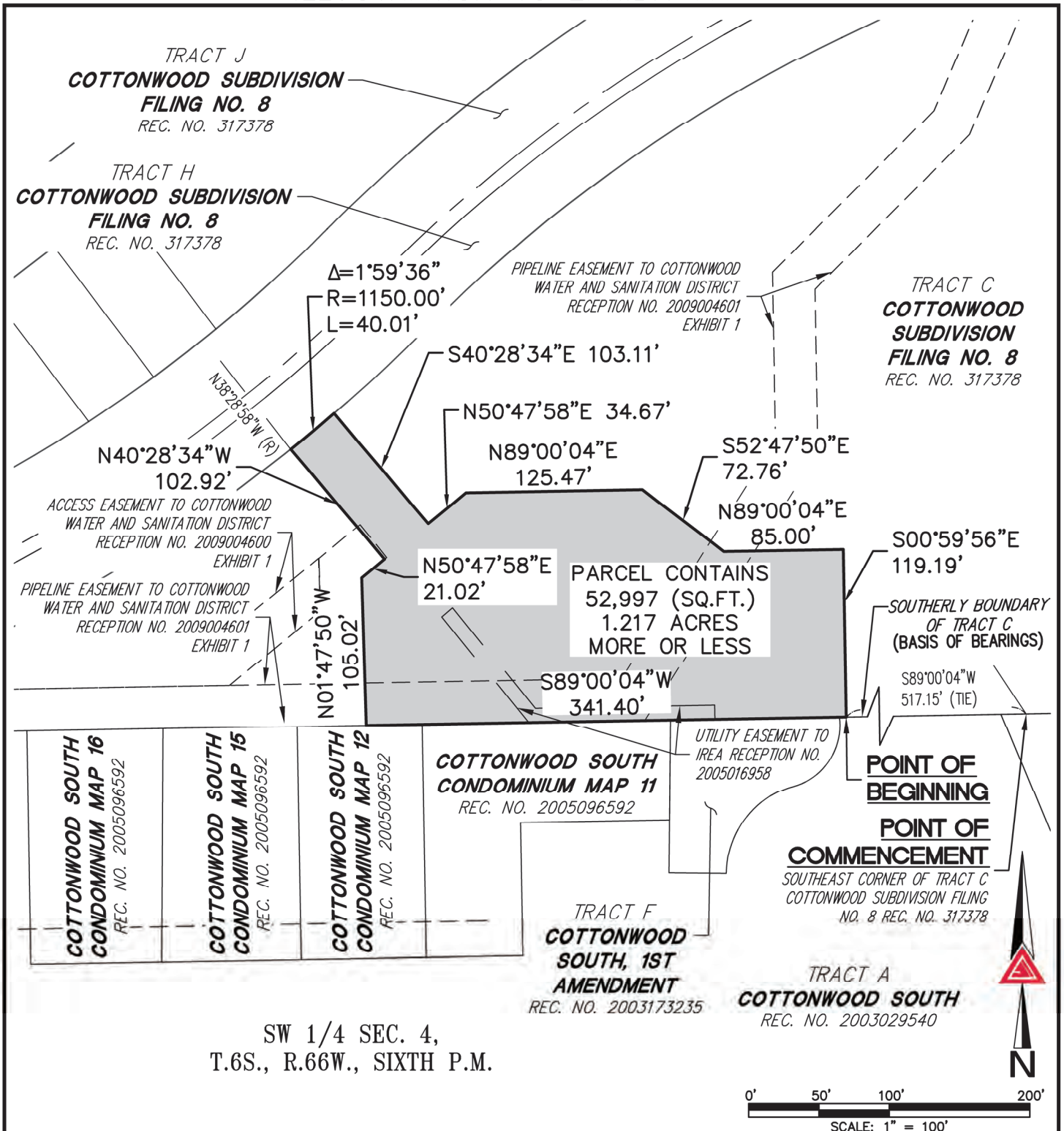
CONTAINING AN AREA OF 1.217 ACRES, (52,997 SQUARE FEET), MORE OR LESS.

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 20, 2020

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

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.319 - Second 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

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 2020 draft 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 second reading.

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

(Jurisdiction Name)

REGARDING THE CONDUCT AND ADMINISTRATION OF THE

**NOVEMBER 3, 2020
GENERAL ELECTION**

**MERLIN KLOTZ
DOUGLAS COUNTY CLERK AND RECORDER
ELECTIONS DIVISION
CASTLE ROCK, CO 80109**



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 _____ (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 3, 2020; 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 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.) 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 (hereinafter referred to as the "Code"). 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.

SECTION I. PURPOSE AND GENERAL MATTERS

1.01 DEFINITIONS:

- A. **"Coordinated Election Official"** (hereinafter "CEO") means the County Clerk and Recorder who acts as the "coordinated election official", as defined within the Code and Rules.
- B. **"Contact Officer"** means the person who acts as the primary liaison or contact between the Jurisdiction and the CEO. The Contact Officer shall be that person under the authority of the CEO 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.
- C. **Canvass Board** is appointed by the major political parties before the election. The canvass is the audit function of the election and the process of reconciling the number of ballots counted to the number of voters who voted. The Canvass Board

will meet no later than the 22nd day after the election to certify the abstract of votes cast.

- D. **"Designated Election Official"** (hereinafter "DEO"), means the person 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, as specified within the Code.
- E. **Logic & Accuracy Test** The county must conduct a Logic and Accuracy Test on its voting equipment at least 21 days before the election. Voting devices must be tested before they are used in an election. One registered elector from each major political party is required to serve on the Logic and Accuracy Testing Board.
- F. **Risk Limiting Audit** This audit provides strong statistical evidence that the election outcome is correct. The number of ballots required to conduct an RLA will vary based on the smallest margin of the contest selected by the Secretary of State and the risk limit. The smaller the margin, the more ballots to audit. The smaller the risk limit, the more ballots to audit. The Audit Board is appointed by the major political parties and must complete its report no later than 5:00 p.m. one business day before the canvass deadline. At least one member of each major political party's Canvass Board will serve as an observer of the audit.
- G. **TABOR** (Taxpayer Bill of Rights) is a constitutional measure that requires voter approval for tax increases.

1.02 JOINT RESPONSIBILITIES

- A. All parties shall familiarize themselves with all statutory and regulatory requirements impacting coordinated elections and TABOR notices and shall adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the duties required.
- B. Nothing herein shall be deemed 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.

1.03 JURISDICTION

The Jurisdiction encompasses territory within Douglas County. This Agreement shall apply only to that portion of the Jurisdiction within Douglas County. Where the Jurisdiction is entirely contained within Douglas County, the Contact Officer has jurisdiction in establishing ballot order and number in accordance with CRS 1-5-407(5). When the Jurisdiction is split among more than one county, the Contact Officer will coordinate with other counties to agree upon ballot order and numbering, per Colorado SOS Election Rule 4.2.

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 COUNTY RESPONSIBILITIES:

- A. Assist the DEO on any matter related to the election to ensure the smooth and efficient operation of the election (such information shall not include legal advice) by designating a Contact Officer with the specific duty of assisting with the election of the Jurisdiction and acting as the primary liaison between the County and Jurisdiction.
- B. Provide an Address Confirmation Form (Appendix A) accompanied by an Address Library Report and Jurisdiction Boundary Map that defines Jurisdictional boundaries in terms of residential street ranges based on County Assessor records. The Address Library Report will include the address report from the Secretary of State voter registration system, which defines street addresses within the Jurisdiction.
- C. 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.
- D. Contract for the mail ballot packets (ballot(s), voter instructions, and return envelope) and remit payment directly to the vendor.
- E. Provide ballot printing layouts compliant with the Code for proofreading and signature approval by the Jurisdiction prior to final ballot printing.
- F. Mail the ballot packets as required by the Code.
- G. Provide a certified list of the Jurisdiction's registered voters, as requested.
- H. Conduct all associated tasks relating to election judges including, but not limited to, eligibility, placement, training, and oversight.
- I. Conduct all functions of the Canvass Board to include a canvass of the votes and certification of the results. Additionally, provide the Jurisdiction a copy of all election statements required under the Code.
- J. Prepare and conduct the Logic and Accuracy Test.
- K. Publish and post the required legal notices. pursuant to § 1-5-205(1), C.R.S.
- L. Refer members of the public and press to the DEO regarding specific questions about ballot measures or candidates.

- M. Provide all necessary equipment, system programming, and personnel for ballot tabulation.
- N. Conduct and oversee the process of counting ballots and reporting results.
- O. Conduct a recount of the ballots cast if required by law, requested by the Jurisdiction, or requested by an interested party as allowed by the Code.
- P. Prepare and conduct the Risk Limiting Audit before certifying election results.
- Q. Provide the Jurisdiction an invoice for all expenses incurred under this Agreement.
- R. Archive and maintain all election records as required by the Code.

2.02 JURISDICTION RESPONSIBILITIES:

- A. Identify a DEO who shall familiarize themselves with all statutory and regulatory requirements impacting the Jurisdiction.
- B. Identify immediately to the Contact Officer if Jurisdiction is shared by additional county(ies).
- C. Provide a copy of the Ordinance or Resolution stating that the Jurisdiction has adopted the exclusive use of the Code for the conduct of the election and that the Jurisdiction will participate in the coordinated election in accordance with the terms and conditions of this Agreement.
- D. Confirm sufficient funds are available and appropriated in Jurisdiction's approved budget to pay election expenses. The Jurisdiction recognizes that the County cannot accurately predict the exact cost for the election, but represents to the County that it will pay its calculated prorated share and has appropriated sufficient funds to do so.
- E. Return this Intergovernmental Agreement with the signature page completed on or before the seventieth (70) day prior to the election per the Code.
- F. May appoint one representative to participate in the Canvass Board. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- G. May appoint one representative to participate in the Logic and Accuracy Test. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- H. May choose to appoint an observer for the Risk Limiting Audit. If there is not a representative appointed, an employee of the Douglas County Clerk and Recorder will be appointed on the Jurisdiction's behalf by the Contact Officer.
- I. Certify Jurisdictional boundaries by completing and returning the Address Confirmation Form or the Jurisdiction Boundary Map (Appendix A)

- J. Review all petition information, if applicable, 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 notify the Contact Officer.
- K. The DEO shall refer correspondence and calls relating to the election outside of the DEO's expertise to the Contact Officer for response.
- L. Determine the ballot title and text. Certify, if applicable, the candidate, how many selections a voter should make (e.g., Vote for One), whether there is a certified write-in candidate, the list of ballot issues and/or ballot questions electronically (with receipt confirmed by the Contact Officer) in a plain text format, on or before the sixtieth (60) day, no later than 5:00 pm. The ballot content must be certified in the order in which it will appear on the ballot and must include specific instructions (e.g., Vote for One, etc.). The certified list of candidates and ballot measures shall be final, and the Contact Officer will not be responsible for making any changes after the certification, except those prescribed by statute. The Contact Officer will not accept text that includes, but is not limited to, bold, italic, underline, bullets, numbering, tables, strikethrough or indentations. The use of all capital letters is reserved for TABOR issues only, per the Code.
- M. Provide either directly by the DEO or by the candidate on behest of the DEO, the phonetic pronunciation of each candidate's name to assist in the preparation of the audio ballot at the time ballot content is certified to the County. Record a voice message at (303) 663-6279 and include the candidate name, jurisdiction, and title of office no later than sixty (60) days prior to the election.
- N. Indicate whether question(s) are a referred measure or an initiative from a citizen petition. The Jurisdiction understands and agrees that any untimely ballot content submitted may result in candidates, issues, or questions not being on the ballot for the coordinated election.
- O. Proofread the layout and the text of the Jurisdiction's portion of the official ballots and TABOR notice (if applicable) and provide written confirmation (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 Contact Officer. Failure to respond by the deadline will be considered acceptance "as is". 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.
- P. Perform the following tasks (as applicable) where Jurisdictional property owners are eligible to vote:

- a. Notify Contact Officer of the Title under which the political subdivision is formed and specifically which property owners are eligible to vote in the election.
 - b. Provide a certified list of eligible property owners, as determined by the Jurisdiction, who:
 - i. Own property within the Jurisdiction, appear on the State of Colorado list of registered voters and reside at an address that is not within the boundaries of Douglas County ("Out of County" property owners); or,
 - ii. 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. Coordinate directly with the Douglas County Assessor's Office (303-660-7450), or visit their website to obtain the list of all recorded owners of taxable real and personal property at <https://apps.douglas.co.us/assessor/advanced-search/>.
 - d. Exclude non-person entities and persons not living in the state of Colorado; any individuals not registered to vote; any person who resides in the district, as they will already receive a mail ballot.
 - e. Submit the lists as an electronic copy 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: Last name, first name, middle name, mailing address, city, state, zip, parcel number, phone number, if available, and voter identification number. All files provided to the Contact Officer are to be clearly named.
- Q. Publish and post any required legal notices for the Jurisdiction's ballot content, other than the notice required by § 1-5-205, C.R.S, which Douglas County will publish. A copy of such published legal notice shall be submitted to the Douglas County Clerk and Recorder, Recording Division for its records.
- R. Provide phone support on Election Day from 7:00am – 7:00pm. Designated contact person for Jurisdiction must be provided upon execution of this Agreement. Emergency contact information must also be provided for this purpose.
- S. Notify the Contact Officer within 24 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 will be pro-rated among the participating Jurisdictions as per § 1-10.5-101, C.R.S. Refer to SOS Rule 10.9.5 for Jurisdictions in more than one County.
- T. Within thirty (30) days from the date of receipt of such invoice, the Jurisdiction shall remit total payment to the County.
- U. Pay any additional or unique election costs resulting from Jurisdiction delays, mistakes, recounts, and/or special preparations or cancellations relating to the Jurisdiction's participation in the coordinated election. Charges are \$1.00 per registered voter, with a minimum charge of \$1,000, not including publication cost, excess linear ballot column

inches cost, and TABOR Notice costs with a minimum charge of \$500 (if applicable).

Illustrative Pro-Rated Costs Table:

Current Registration Total (Active & Inactive)	% of Total Participants Registration	TABOR registered Voters	TABOR % of total Registration	Current Registration Total X \$1.00	OR \$1k minimum, whichever is greater	AND \$2k ea. add. column inch over 4	TABOR Notice Cost x % registration or \$500 minimum	Public Notice Divided equally by participating entities	Requested Report Fees (\$25/report)	Estimated Minimum Cost
43,000	17.38%	21,000	46.5%	\$64,500	\$0.00	\$6,000	\$13,953.49	\$15.00	\$50.00	\$ 84,518.49
98,000	39.62%	45,000	99.67%	\$147,000	\$0.00	\$2,000	\$29,900.33	\$15.00	\$50.00	\$178,965.33
7,500	3.03%	0	0.00	\$11,250	\$0.00	\$0	\$0.00	\$15.00	\$25.00	\$ 11,290.00
300	0.12%	150	0.33%	\$450	\$1,000	\$0	\$500.00	\$15.00	\$25.00	\$ 1,990.00

If costs of TABOR Notice were \$30,000 and other public notices were \$60.

SECTION III. CANCELLATION OF ELECTION

3.01 CANCELLATION OF ELECTION BY THE JURISDICTION.

In the event the Jurisdiction resolves to cancel the election, notice shall be provided to the Contact Officer immediately. The Jurisdiction shall be liable for the full actual costs of the activities relating to the election incurred both before and after the Contact Officer'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 to cancel the election after the last day for the DEO to certify the ballot order and content to the Contact Officer, the text provided by the Jurisdiction cannot be removed from the ballot and/or the TABOR Notice.

SECTION IV. MISCELLANEOUS

4.01 NOTICES.

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 Division
125 Stephanie Place
Castle Rock, Colorado 80109

Email: Elections@Douglas.co.us

To Jurisdiction:
(Enter Contact and address
information)

4.02 TERM OF AGREEMENT.

The term of this Agreement shall continue until all statutory requirements concerning the conduct of the coordinated election are fulfilled.

4.03 AMENDMENT.

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

4.04 INTEGRATION.

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.

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.

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 or the Code may result in consequences up to and including termination of this Agreement.

4.07 GOOD FAITH.

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.

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.

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.

(remainder of page intentionally blank)

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)

COORDINATED 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:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest _____

Title: _____

Appendix A
Address Confirmation Form

JURISDICTION NAME: _____

The address ranges identified in the **Address Library Report**, provided in addition to the IGA, represent all current addresses within your Jurisdiction according to our Voter Registration System address report. *The Douglas County Elections Office only maintains residential addresses – not business or commercial addresses.* We are sending you the **Address Library Report** to confirm that the address ranges are complete and accurate. These addresses will be used to identify eligible electors within the Jurisdiction. It is the Jurisdiction's responsibility to know all current addresses within its boundaries.

Please verify that the **Address Library Report** includes all residential addresses within your Jurisdiction. If there is an error, please note it on the table below. If there are no errors, omissions, and/or corrections, it is still essential to sign, date, and return this form to the Douglas County Elections Office. Thank you.

PROPOSED DISTRICTS: Provide a certified legal description, map, and street listing (including street ranges).

Section 1

Enter information in table, if applicable. If more space is needed, please create a separate document.

Street Name	Dir.	Street Type	Low/High Range	Odd/Even	Zip Code	Notes
<i>Example</i> Main	E	St.	101/603	E	80104	

Section 2

Enter other counties shared by Jurisdiction.

County Name(s): _____

___ Not Applicable

2020 GENERAL ELECTION

November 3, 2020

I have reviewed the Jurisdiction's Address Library Report provided by the Douglas County Elections Office and certify it to be a true and accurate description of the address ranges defining boundaries of the Jurisdiction, except for any discrepancies, which are noted on this form.

Signature

Date

Annexations, Inclusions, Exclusions

This form may be used in conjunction with the provided Jurisdiction Boundary Map, in place of reviewing and verifying the provided Address Library Report.

JURISDICTION NAME: _____

To ensure our office has the most current information, please complete the applicable Section below, pertaining to Annexations, Inclusions, and Exclusions for your Jurisdiction.

Section 1

Since January 1 of the current year, the Jurisdiction has approved (check all that apply):

☐ Annexations

☐ Inclusions

☐ Exclusions

All supporting documents pertaining to the applicable Annexation(s), Inclusion(s), or Exclusion(s) are attached to this form and should be used by the Douglas County Elections Office in order to update address information for the Jurisdiction.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Section 2

I acknowledge and certify the Jurisdiction has not approved any Annexation(s), Inclusion(s), or Exclusion(s) since January 1 of the current year.

By signing below, I acknowledge and certify that the information is true and accurate.

Signature

Date

Appendix B
Contact Information Form

Please enter your Jurisdiction's information:

Jurisdiction: _____

Designated Election Official:

Name

Mailing Address

City, State, Zip

Email

Phone

Represented By:

Attorney / Law Firm

Mailing Address

City, State, Zip

Email

Phone

Per the IGA, please indicate the Jurisdiction representative(s) who will participate in the following activities.

Required Participation

- 1. November 3, 2020; 7:00am – 7:00pm
Election Day phone support for citizen inquiries**

Name: _____

Phone: _____

Email: _____

Optional Participation

- 2. September 23, 2020 (Alternate Date = September 24)
Logic and Accuracy Test (LAT)**

Name: _____

Phone: _____

Email: _____

- 3. November 14 – 18, 2020 (Begins Saturday)
Risk Limiting Audit (RLA)**

Name: _____

Phone: _____

Email: _____

November 3, 2020

**4. November 24, 2020 (Alternate Date = November 25)
Canvass Board and Final Certification of Election**

Name: _____

Phone: _____

Email: _____

Note: If a representative is not designated for the optional activities, the Douglas County Elections office will designate a staff member to serve on behalf of the Jurisdiction.

Douglas County Coordinated 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

303-663-7364
Phone

Douglas County Contact Officer:

Tyler Dean, Elections Services Manager
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

tdean@douglas.co.us
Email

303-663-7651
Phone

2020 GENERAL ELECTION

November 3, 2020

Douglas County Deputy of Elections:

Jack Twite Jr
Name

125 Stephanie Place
Mailing Address

Castle Rock, CO 80109
City, State, Zip

jtweite@douglas.co.us
Email

303-814-7618
Phone

Douglas County Senior Assistant Attorney:

Christopher Pratt
Name

100 Third Street
Mailing Address

Castle Rock, CO 80104
City, State, Zip

cpratt@douglas.co.us
Email

303-660-7321
Phone

Appendix C Important Dates

Event	Date
Last day to provide in writing to the County Clerk & Recorder Notice of Intent to coordinate for the 2020 General Election (-100 days)	July 24 (Friday)
Last day to return signed IGA to the Contact Officer (-70 days)	August 25 (Tuesday)
Last day to return completed Address Confirmation Form (Appendix A) or Boundary Map to ensure accurate voter information (-70 days)	August 25 (Tuesday)
Last day to submit certified ballot order and content to the Contact Officer (-60 days)	September 4 (Friday)
Last day for Secretary of State to certify state ballot order and content to county clerk (-57 days)	September 4 (Friday)
Last day to mail ballots to Uniformed and Overseas electors (UOCAVA) (-45 days)	September 19 (Saturday)
Last day to submit TABOR Notice Language and summarized Pro/Con & Fiscal Impact Statements to Contact Officer (-43 days)	September 21 (Monday)
Logic and Accuracy Test (LAT)	September 23 (Wednesday)
Logic and Accuracy Test (LAT) – Alternate Date	September 24 (Thursday)
Ballots mailed to voters (-22 days)	October 9 (Friday)
Ballot Drop Boxes open (-15 days)	October 19 - November 3 All boxes close Election Day, November 3 at 7 p.m.
Last day voter can request our office mail a ballot (-8 days)	October 26 (Monday)

2020 GENERAL ELECTION
November 3, 2020

Voter Service and Polling Centers (VSPCs) open (-8 days)	October 19 – November 3 Monday - Friday, 8 a.m. - 5 p.m. Saturday, October 31, 9 a.m. - 1 p.m. Election Day, Tuesday, November 3, 7 a.m. – 7 p.m.
Election Day	November 3, 7 a.m. – 7 p.m. (Tuesday)
Risk Limiting Audit (RLA)	November 14-18 (Begins Saturday)
Canvass Board and Final Certification of Election	November 24 (Tuesday)
Canvass Board and Final Certification of Election – Alternate Date	November 25 (Wednesday)
Final Certification of Election deadline	November 25 (Wednesday)

Appendix D IGA Checklist

Dates shown below are either Statute-driven deadline dates or preferred dates of the Douglas County Elections office.

- ☐ **Friday, July 24**
 - Provide in writing to the County Clerk and Recorder notice of intent to coordinate.

- ☐ **Wednesday, August 5**
 - Receive and review IGA and accompanying documents from the Contact Officer, including important District addressing verification.

- ☐ **Tuesday, August 25**
 - Complete and return all required documents of the IGA via USPS mail or email to the Contact Officer, tdean@douglas.co.us
 - Provide a copy of the Ordinance and/or Resolution that outlines intent to participate in the General Election.
 - Provide a statement to confirm sufficient funds to pay election expenses are available and appropriated in the Jurisdiction's approved budget.
 - For PROPOSED DISTRICTS:
 - Provide certified legal description, map, and street listing (including street ranges).

- ☐ **Friday, September 4**
 - Provide certified ballot order and content to the Contact Officer. C.R.S 1-5-203(3). Refer to Section 2.02 (L) of the IGA for specific requirements.
 - As applicable, provide phonetic pronunciation of each candidate's name via voicemail. Refer to Section 2.02 (M) of the IGA for instructions.
 - Proofread ballot layout and text for Jurisdiction's portion of the official ballot and provide written acceptance of content or written notice of necessary changes. Refer to Section 2.02 (O) of the IGA for instructions.

- ☐ **Monday, September 14 – For elections where property owners are eligible electors:**
 - Provide all applicable eligible property owner list(s). Refer to Section 2.02 (P) of the IGA for instructions and requirements.

- ☐ **Monday, September 21**
 - Provide Contact Officer with full text of any required ballot issues or ballot questions and all summarized pro/con statements to the Contact Officer.

2020 GENERAL ELECTION

November 3, 2020

☐ **Election Day, Tuesday, November 3**

- Provide phone support for Jurisdiction for hours of voting (7:00 a.m. - 7:00 p.m.) should information be needed from Douglas County Elections office or the general public.

☐ **Post-Election Day**

- Notify Contact Officer within 24 hours of completion of final ballot tabulation if a recount is required.
- Remit payment within 30 days of receipt of billing invoice.

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