

TOWN OF PARKER COUNCIL AGENDA
November 2, 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. **PARKER CHAMBER OF COMMERCE UPDATES**
3. **DOWNTOWN BUSINESS ALLIANCE UPDATES**
4. **PUBLIC COMMENTS** (No action will be taken on these items.) *Public Comment for items that are not on the agenda will be addressed in the manner provided by Town Administrator Emergency Order No. 8-2020.*

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

6. **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. **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR COMPARK VILLAGE SOUTH FILING NO. 1**

Department: Town Attorney, Jim Maloney

B. **ORDINANCE NO. 1.539.4 - First Reading**

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

Department: Finance, Mary Lou Brown

Second Reading: November 16, 2020

C. **ORDINANCE NO. 1.549 - First Reading**

A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, Concerning the Property Known As the Lot 1B, Mainstreet Center 1st Amendment Property (The Schoolhouse Gym Property)

Department: Town Attorney, Jim Maloney

Second Reading: November 16, 2020

D. **ORDINANCE NO. 3.308.2 – First Reading**

A Bill for an Ordinance to Amend the Anthology North Development Plan and Guide First Amendment Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith

Department: Community Development, BrieAnna Simon

Second Reading: November 16, 2020

E. **ORDINANCE NO. 9.325 - First Reading**

A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Rueter-Hess Recreation Authority Concerning Program Coordination Services

Department: Parks and Recreation, Mary Colton

Second Reading: November 16, 2020

F. **RESOLUTION NO. 20-054**

A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

Department: Community Development, Carolyn Washee-Freeland

- G. **RESOLUTION NO. 20-053**
A Resolution to Approve the Eleventh Amendment to Agreement with Judge Kevin Sidel
Department: Town Council

7. **PUBLIC HEARINGS**

- A. **ORDINANCE NO. 1.547 - First Reading**
A Bill for an Ordinance to Adopt the 2021 Budget and to Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Second Reading: November 16, 2020
- B. **BOWEY PROPERTY - Annexation and Zoning (continued from October 5, 2020)**
Applicant: Town of Parker
Location: Generally located on the northeast corner of Parker Road and Pine Drive
Department: Community Development, BrieAnna Simon
TRAKiT No.: ANX20-001 and Z20-001
1. **RESOLUTION NO. 20-052**
A Resolution to Establish the Town Council's Findings of Fact and Conclusions Thereon Concerning the Bowey Property Annexation
2. **ORDINANCE NO. 2.274 - Second Reading**
A Bill for an Ordinance Approving and Accomplishing the Annexation of Contiguous Unincorporated Territory Known as the Bowey Property
3. **ORDINANCE NO. 3.356 - Second Reading**
A Bill for an Ordinance Zoning Certain Property Within the Town of Parker, Colorado, Known as the Bowey Property to A-Agricultural District Pursuant to the Town of Parker Land Development Ordinance and Amending the Zoning Ordinance and Map to Conform Therewith

8. **ORDINANCES**

- A. **ORDINANCE NO. 4.53.8 - Second Reading**
A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual
Department: Engineering/Public Works, Alex Mestdagh

- B. ORDINANCE NO. 9.280.1 - Second Reading**
A Bill for an Ordinance to Approve the Third Replacement Intergovernmental Dispatch Services Agreement By and Between the Town of Parker and the City of Lone Tree
Department: Police Department, Jim Tsurapas
Town Attorney, Jamie Wynn
- C. ORDINANCE NO. 5.02.7 - Second Reading**
A Bill for an Ordinance to Amend Section 3.01.080 of the Parker Municipal Code Concerning Trials
Department: Town Attorney, Jamie Wynn
- D. ORDINANCE NO. 5.72.1 - Second Reading**
A Bill for an Ordinance to Amend Section 8.08.060 of the Parker Municipal Code Concerning Display, Consumption or Use of Marijuana in Public Places
Department: Town Attorney, Jamie Wynn

9. ADJOURNMENT

** The P3 meeting will begin immediately following the Town Council meeting.

Parker Town Council

Executive Session Agenda

November 2, 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. Proposed First Amendment to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Southern Property)

2. Proposed Third Amendment to the Amended and Restated Stroh Ranch/Hess Ranch Annexation Agreement (Northern Property)

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

3. Colo. Rev. Stat. § 32-1-905(2.5) Petition for Appointment of Director - Salisbury Heights Metropolitan District

4. Section 13.01.100 of the Parker Municipal Code – Waiver – Emergency Order No. 12-2020 – Extension of Approvals (Parker Pointe Minor Development Plat)

5. Colorado Department of Public Health Fourth Amended Public Health Order 20-35 – Safer at Home Dial



Request for Town Council Action

Date: November 2, 2020
Submitted By: Jim Maloney, Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
COMPARK VILLAGE SOUTH FILING NO. 1**
Department: **Town Attorney, Jim Maloney**

EXECUTIVE SUMMARY

Paragraph 27 of the Subdivision Agreement for Compark Village South Filing No. 1 (the “Agreement”) requires the prior written approval of the Town before 470 Compark LLC (“Compark”) is authorized to assign the Agreement to another developer. Compark is requesting that the Town approve the assignment of the Agreement to Compark South, LLC.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

On June 15, 2020, Town Council approved Resolution No. 20-030 to extend the expiration of the Agreement. The purpose of the Agreement is to provide for the construction of Belford Avenue between Chambers Road and Peoria Street. The Agreement is between the Town and Compark. The Town has received a request from Compark to assign the Agreement to Compark South, LLC (the “New Developer”). There is a purchase and sale agreement between Compark and the New Developer (the “Sales Agreement”), under which the New Developer will purchase all of the property owned by Compark, which includes Compark Village South Filing No. 1, Compark Village South Filing No. 2 and Compark Village South Filing No. 2, Amendment No. 1. Under the Sales Agreement, the New Developer will assume all of Compark’s obligations to construct Belford Avenue, as provided by the Agreement. The purpose of the Assignment and Assumption Agreement is to require the New Developer to construct Belford Avenue and to secure the construction of Belford Avenue, as required by the Agreement.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Assignment and Assumption Agreement for Compark Village South Filing 1 Subdivision Agreement

RECOMMENDED MOTION

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR
COMPARK VILLAGE SOUTH FILING NO. 1 SUBDIVISION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR COMPARK VILLAGE SOUTH FILING NO. 1 SUBDIVISION AGREEMENT (the "Agreement") is dated as of _____, 2020 (the "Effective Date"), and is made by and between 470 Compark LLC (the "Developer"), and Compark South LLC ("Assignee").

RECITALS

A. The Developer entered into a subdivision agreement with the Town of Parker concerning Compark Village South Filing No. 1, located in the Town of Parker, County of Douglas, State of Colorado, and described in **Exhibit A**, which is attached hereto and incorporated by this reference (the "Subdivision Agreement").

B. The Developer desires to assign the Subdivision Agreement to Assignee and Assignee desires to assume all of the Developer's obligations under the Subdivision Agreement, subject to the prior written approval of the Town of Parker.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Developer hereby assigns all of its obligations, rights, title and interest under the Subdivision Agreement to Assignee.

2. Assignee hereby assumes all of the Developer's obligations, rights, title and interest under the Subdivision Agreement.

3. The Developer represents and warrants that it has satisfied all conditions precedent, as required by the Subdivision Agreement for this assignment by the Developer and assumption by Assignee.

4. This Agreement shall not be modified, amended or terminated without the express written consent of the Developer, Assignee and the Town of Parker. Notwithstanding anything to the contrary in this Agreement or the Subdivision Agreement, Assignee agrees and covenants to the Town of Parker that it will not further assign its rights or obligations under the Subdivision Agreement without first complying with Paragraph 27 of the Subdivision Agreement entitled "Assignment or Assignments."

5. The parties hereto warrant and represent that they have the express authority to so execute and bind themselves and the parties for whom they are acting to the terms and provisions of this Agreement.

6. The parties hereto warrant and represent that they have executed this Agreement, based upon their own knowledge and free will.

7. The Developer, on the one hand, and Assignee, on the other hand, agree that if any party hereto brings an action to enforce this Agreement or any of its terms and conditions, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and actual costs from the losing party. The parties acknowledge and agree that the Town of Parker shall not be liable for any party's attorneys' fees under this Paragraph 7.

8. Should any provision of this Agreement be declared or determined to be null and void, inoperative, illegal or invalid for any reason, the validity of the remaining parts, terms or provisions shall not be affected thereby and they shall retain their full force and effect and said null, void, inoperative, illegal or invalid part, term or provision, shall be deemed not to be part of this Agreement.

9. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Colorado.

10. The Recitals of this Agreement are incorporated herein by this reference.

11. This Agreement merges and supercedes all prior negotiations, representations and agreements of the parties hereto, as of the date first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

DEVELOPER:

470 COMPARK LLC, a Colorado limited liability company

Thomas Triplett, Manager

STATE OF KANSAS)
)ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Thomas Triplett, as Manager of 470 Compark LLC, a Colorado limited liability company.

My commission expires: _____.

SEAL

Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, as _____, of Compark South LLC.

SEAL

The Town of Parker hereby consents to the Assignment and Assumption Agreement for Compark Village South Filing No. 1 Subdivision Agreement, as described herein.

Mike Waid, Mayor

Carol Baumgartner, Town Clerk

EXHIBIT A

Subdivision Agreement Compark Village Filing No. 1, dated _____, 2020, by and between the Town of Parker, Colorado, and 470 Compark LLC, recorded in the Douglas County Clerk and Recorder's Office on _____, 2020, at Reception No. 2020_____.



Request for Town Council Action

Date: November 2, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.539.4 - First Reading**
A Bill for an Ordinance to Adopt the 2020 Revised Budget for the Town of Parker and to Make Appropriations for the Same

Department: Finance, Mary Lou Brown
Second Reading: November 16, 2020

EXECUTIVE SUMMARY

This item requests Council approval for the partial roll-back of reduced revenues and expenses in the 2020 Budget related to the expected COVID-19 financial impacts.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

At the two Council meetings in May 2020, Council approved the recommended reductions in revenues and expenses in anticipation of significant financial impacts to the Town's revenue streams related to COVID-19. In July 2020, the recommendation was made to Council that some of the reductions be "rolled back". The recommendation was based on the continuation of strong sales tax revenue growth that had occurred year-to-date (YTD). At the study session, Council agreed in theory to the recommendations. Today's action is to approve those roll-backs that were discussed.

In summary, the following funds are impacted by the roll-backs:

General Fund: a net revenue increase of \$1,600,000 and an expense increase of \$4,434,232;
Cultural Fund: an increase to the transfer from the General Fund of \$555,744 to cover the costs of maintaining activities with reduced attendance;
Excise Tax Fund: the elimination of the transfer to the General Fund of \$4,000,000; and
Medical Benefits Fund: a transfer of \$1,000,000 from the General Fund to offset lower premium revenue and higher claims costs which are both also being adjusted.

The General Fund changes are specifically as follows:

Expense Related

Personnel-related of \$1,728,488

Hilltop Road project of \$750,000

Master Facilities Plan of \$350,000

Median Repair and Maintenance of \$100,000

Increased Transfer Out to Cultural Fund of \$555,744

Increased Transfer Out to Healthcare Fund of \$1,000,000

Revenue Related

Elimination of transfer from the Excise Tax Fund of \$4,000,000

Increased sales tax revenue of \$5,600,000

FINANCIAL IMPACT

Across the four funds being impacted, appropriated expenses increase a net of \$934,232 and revenue increases \$2,655,744 for a net cash impact of \$1,721,512.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.539.4

RECOMMENDED MOTION

I move to approve Ordinance No. 1.539.4 on first reading and to schedule second reading for November 16, 2020, as part of the consent agenda.

ORDINANCE NO. 1.539.4, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2020 REVISED BUDGET FOR THE TOWN OF PARKER AND TO MAKE APPROPRIATIONS FOR THE SAME

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

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

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

Section 1. The 2020 Revised Budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

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

Town of Parker**Exhibit A****Summary of Revisions to 2019 Budget Ordinance 1.539.4**

1st reading 11/02/2020

2nd reading 11/16/2020

	Expenditure Adjustment	Revenue Adjustment	Net Cash Impact
General Fund	\$ 4,434,232	\$ 1,600,000	\$ (2,834,232)
Parks and Recreation Fund	-	-	-
Cultural Fund	-	555,744	555,744
Recreation Fund	-	-	-
Capital Facility Reserve Fund	-	-	-
Public Improvements Fund	-	-	-
Excise Tax Fund	(4,000,000)	-	4,000,000
Stormwater Fund	-	-	-
Fleet Services Fund	-	-	-
Information Technology Fund	-	-	-
Facility Services Fund	-	-	-
Medical Benefits Fund	500,000	500,000	-
Total all funds	\$ 934,232	\$ 2,655,744	\$ 1,721,512

Town of Parker
2020 Revised Budget Ordinance 1.539.4

1st Reading
 2nd Reading

Exhibit A

November 2, 2020
 November 16, 2020

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>General Fund</u>		
Beginning fund balance		\$ 24,632,967
Revenue		45,095,377
Revenue revision	1,600,000	1,600,000
Total revised revenue		46,695,377
Total available		71,328,344
Expenditures		50,968,552
Expenditures revision	4,434,232	4,434,232
Total expenditure revision		55,402,783
Ending fund balance		\$ 15,925,561
<u>Cultural Fund</u>		
Beginning fund balance		\$ 547,706
Revenue		4,302,599
Revenue revision	555,744	555,744
Total revised revenue		4,858,343
Total available		5,406,049
Expenditures		4,543,287
Expenditures revision	-	-
Total revised expenditures		4,543,287
Ending fund balance		\$ 862,762
<u>Excise Tax Fund</u>		
Beginning fund balance		\$ 9,473,384
Revenue		2,745,000
Revenue revision	-	-
Total revised revenue		2,745,000
Total available		12,218,384
Expenditures		6,120,000
Expenditures revision	(4,000,000)	(4,000,000)
Total revised expenditures		2,120,000
Ending fund balance		\$ 10,098,384

Town of Parker
2020 Revised Budget Ordinance 1.539.4
 1st Reading
 2nd Reading

Exhibit A

November 2, 2020
 November 16, 2020

	<u>Revision</u>	<u>2020 Revised Budget</u>
<u>Medical Benefits Fund</u>		
Beginning fund balance		\$ 508,719
Revenue		4,375,509
Revenue revision	500,000	500,000
Total revised revenue		<u>4,875,509</u>
Total available		<u>5,384,228</u>
Expenditures		4,123,688
Expenditures revision	500,000	500,000
Total revised expenditures		<u>4,623,688</u>
Ending fund balance		<u><u>\$ 760,540</u></u>



Request for Town Council Action

Date: November 2, 2020

Submitted By: Jim Maloney, Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.549 - First Reading**
A Bill for an Ordinance Approving the Purchase and Sale Agreement Between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, Concerning the Property Known As the Lot 1B, Mainstreet Center 1st Amendment Property (The Schoolhouse Gym Property)
Department: Town Attorney, Jim Maloney
Second November 16, 2020
Reading:

EXECUTIVE SUMMARY

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

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Attached is the purchase and sale agreement (the "Agreement") signed by Samurai's Red Sushi & Sake Bar LLC (the "Buyer") to purchase the Schoolhouse Gym Property (the "Property").

The material terms of the Agreement are summarized as follows:

1. Purchase price: \$275,000.
2. Reimbursement: In addition to the purchase price, the Buyer will pay the Town \$81,185.25 for waterline improvements.
3. Use of the Property/deed restrictions: The Agreement provides that the Property will be used solely for the uses specified in the development agreement to be prepared with the site plan for the Property. In the event this restriction is violated, the Town has the right to repurchase the Property for fair market value.
4. Maintenance covenant: The Buyer is required to maintain and repair "all landscaping and improvements on the Property in good and safe condition . . . in a manner and custom in

keeping with . . . similar improvements in the Historic Center of the Greater Downtown Zoning District.”

5. Closing: The closing is to occur at least twenty (20) days after Town Council approval of the site plan and development agreement, but in no event later than 365 days from the effective date of the Agreement.

FINANCIAL IMPACT

The Town will be paid \$356,185.25 at closing.

STRATEGIC GOAL(S)



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Ordinance No. 1.549

RECOMMENDED MOTION

I move to approve Ordinance No. 1.549 on first reading and to schedule second reading for November 16, 2020, as part of the consent agenda.

ORDINANCE NO. 1.549, Series of 2020

TITLE: A BILL FOR AN ORDINANCE APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE TOWN OF PARKER AND SAMURAI'S RED SUSHI & SAKE BAR LLC, CONCERNING THE PROPERTY KNOWN AS THE LOT 1B, MAINSTREET CENTER 1ST AMENDMENT, PROPERTY (THE SCHOOLHOUSE GYM PROPERTY)

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

Section 1. The Town Council of the Town of Parker hereby approves the Purchase and Sale Agreement between the Town of Parker and Samurai's Red Sushi & Sake Bar LLC, which Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference, and authorizes the Mayor of the Town to enter into the Agreement on behalf of the Town.

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

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

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

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

PURCHASE AND SALE AGREEMENT

Between

**Town of Parker
as Seller,**

and

**Samurai's Red Sushi & Sake Bar LLC
as Buyer**

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between the Town of Parker, a Colorado municipal corporation (“**Seller**” and “**Town**”), and Samurai’s Red Sushi & Sake Bar LLC., a Colorado limited liability company (“**Buyer**”), and shall become effective as of the Effective Date provided in Section 1 below.

RECITALS

This Agreement is made with respect to the following facts:

A. Seller is the fee owner of the following land:

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

and commonly known as 19640 E. Mainstreet, Parker CO 80138 (the “**Property**”).

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

AGREEMENT

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

1. Effective Date. After this Agreement is executed by Buyer, it shall be presented to the Town Council of the Town for approval. If the Town Council adopts an ordinance approving the sale of the Property to Buyer on the terms and conditions contained herein and any legal challenges regarding the Town Council’s ordinance have been defeated or the time for bringing any such action has expired, then this Agreement will be executed by Seller. This Agreement shall become effective only if it is executed by Seller and then as of the date that is ten days after official publication of the ordinance approving this Agreement (the “**Effective Date**”). Seller will provide Buyer with a copy of the Affidavit of Publication for such ordinance, and Seller and Buyer promptly will confirm the Effective Date in writing. If the Effective Date has not occurred on or before February 1, 2021, then Buyer shall be deemed to have rescinded its offer to purchase the Property and this Agreement shall be deemed null and void and of no further force and effect.

2. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, assign, and convey to Buyer, and Buyer agrees to purchase from Seller, the Property, together with all right, title, and interest of Seller, if any, in and to easements, rights of way, and other estates, rights, interests, privileges, and appurtenances now owned or hereafter acquired by Seller with respect to the Property, including all minerals and mineral rights, but excepting all water rights and water interests of every nature, and subject to the Permitted Exceptions as provided herein. If Seller is entitled to any credits from a dedication of the water and water rights associated with the Property to Parker Water and Sanitation District (“**PWSD**”),

such credits shall remain with Seller and shall not be included in the definition of Property and shall not be transferred to Buyer at Closing.

3. Purchase Price. The “**Purchase Price**” for the Property to be paid by Buyer to Seller shall be Two Hundred Seventy Five Thousand Dollars (\$275,000). The Purchase Price shall be payable as follows:

3.1 Deposit. Within five (5) days after the Effective Date, Buyer shall deliver, by wire transfer of funds to NCS Colorado, a division of Fidelity National Title Group; 8055 E. Tufts Ave., Suite 300, Denver, CO 80327; Attention Steve Boyka and Chandra Nay (Ph. 303-692-6784 and 303-692-6787); emails sboyka@fnf.com and cnay@fnf.com) (“**Title Company**”), an earnest money deposit in the amount of Five Thousand Dollars (\$5,000) (the “**Deposit**”). If Buyer fails to fund the Deposit within the permitted time frame above, then Seller may terminate this Agreement by delivering notice of termination to Buyer, without any requirement for Seller to provide a notice of default and right of cure under Section 14.2. Upon expiration of the Inspection Period without this Agreement being terminated, the Deposit shall be nonrefundable to Buyer except as otherwise specifically provided in this Agreement.

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

4. Buyer’s Investigations.

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

4.1.1 Title Insurance Commitment. Within ten (10) business days after the Effective Date, Seller shall instruct the Title Company to deliver to Buyer an ALTA Commitment for Title Insurance (08-01-2016 with technical corrections 04-02-18) for the Property (the “**Commitment**”), together with legible copies of all recorded encumbrances and exceptions to title listed in the Commitment, which may be delivered in electronic format or by electronic link.

4.1.2 Objections. Buyer shall have the right to object to: (i) any matters set forth in the Commitment deemed unacceptable to Buyer in Buyer’s sole discretion (“**Title Objections**”), and (ii) any new or additional matters set forth in any updated Commitment that are unacceptable to Buyer in Buyer’s sole discretion (“**Updated Title Objections**”), provided that Buyer delivers written notice of any Title Objections on or before the date that is ten (10) business days after delivery to Buyer of the Commitment, and, if applicable, Buyer delivers written notice of any Updated Title Objections on or before the date that is ten (10) business days after delivery to Buyer of any updated Commitment containing new exception matters; otherwise any such objections shall be deemed to be waived. If Buyer

delivers in a timely manner written notice of any Title Objections and/or Updated Title Objections (collectively, “**Objections**”), then Seller shall within ten (10) business days following receipt of any Objections from Buyer notify Buyer in writing (“**Seller’s Response**”) whether Seller elects, to: (i) cure any such Objections on or prior to the Closing Date, or (ii) not to cure any such Objections. If Seller fails to deliver Seller’s Response to Buyer within such ten (10) business day period, Seller shall be deemed to have elected not to cure Buyer’s Objections. If Seller’s Response states that Seller elects not to cure any of Buyer’s Objections on or prior to Closing, or Seller is deemed to have elected not to cure, then unless Buyer and Seller agree in writing upon an alternative resolution prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior to Closing with respect to Updated Title Objections, Buyer shall elect to either: (x) terminate this Agreement, whereupon Title Company shall promptly deliver the Deposit to Buyer and the parties shall have no further obligations under this Agreement, except for those obligations that expressly survive any termination hereof, or (y) waive the Objections and proceed to purchase the Property with such condition of title as Seller is able to convey and/or subject to the Objections, and without a reduction of the Purchase Price. If Buyer fails to deliver written notice of such election prior to the expiration of the Inspection Period with respect to Title Objections or one business day prior Closing with respect to Updated Title Objections, then Buyer shall be deemed to have elected to waive the Objections and proceed to purchase the Property pursuant to clause (y) above.

4.1.3 Survey and Survey Defects. During the Inspection Period, Buyer, at Buyer’s sole cost and expense, may obtain an ALTA/NSPS Land Title Survey for the Property prepared in accordance with Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys (effective February 23, 2016) (the “**Survey**”). If Buyer obtains a Survey, then in addition to Buyer it shall be certified and provided to Seller and the Title Company. During the Inspection Period, but not thereafter, Buyer shall have the right to object to any matters set forth in the Survey deemed unacceptable to Buyer in Buyer’s sole discretion (“**Survey Objections**”). Survey Objections shall be administered in the same manner as provided above for Title Objections, with the deadline for delivering Survey Objections measured from the date Buyer obtains the Survey.

4.1.4 Permitted Exceptions. The (1) exceptions to title contained in the Commitment and, if applicable the Survey, as of the expiration of the Inspection Period (including any endorsements or supplements to the Commitment issued prior to such expiration), and including any items to which Buyer objected but which Seller did not commit to address, (2) any matter that would be reflected upon an accurate survey of the Property, except for matters expressly granted in writing by Seller and objected to by Buyer after the expiration of the Inspection Period and prior to the Closing Date, (3) new exceptions to title contained in any updated Commitment as of ten (10) business days after delivery of the updated Commitment to Seller (including any endorsements or supplements to the updated Commitment issued prior to such date), and including any items to which Buyer objected but which Seller did not commit to address (5) the Site Plan (as defined in Section 6.2

below), (6) the Development Agreement (as defined in Section 6.3 below), (7) any restriction, covenant, lien or encumbrance resulting from any entitlement or development inducement obtained by Buyer for the Property prior to Closing, and (8) monetary liens, encumbrances, or mechanics' liens or claims therefore, resulting from the actions of Buyer or Buyer's agents or contractors, will be the "**Permitted Exceptions**" hereunder, excluding therefrom only (i) monetary liens or encumbrances resulting from the actions of Seller, or (ii) mechanics' liens or claims therefore resulting from the actions of Seller or Seller's agents or contractors.

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

4.2 Inspection Period. Buyer, at Buyer's expense, may review the Commitment, if applicable the Survey, and the documents described in Exhibit A, and cause such other tests, studies, and investigations to be made as Buyer, in its sole discretion, determines are reasonable or necessary in order to evaluate the suitability of the Property for Buyer's intended uses. Buyer shall have a period commencing on the Effective Date and expiring at 5:00 p.m. Mountain Time on the date that is the sixtieth (60th) day after the Effective Date (the "**Inspection Period**"), in which to determine, in Buyer's sole discretion, whether the Property is acceptable to Buyer. At any time prior to expiration of the Inspection Period, Buyer may deliver notice to Seller terminating this Agreement (the "**Inspection Termination Notice**"). If Buyer delivers the Inspection Termination Notice to Seller on or before the expiration of the Inspection Period, then Buyer shall be deemed to have not accepted the Permitted Exceptions existing as of the expiration of the Inspection Period and the physical condition of the Property, this Agreement shall terminate, the Deposit shall be returned to Buyer, and both parties will be relieved of any further obligations hereunder except for those obligations that expressly survive any termination hereof. If Buyer does not deliver the Inspection Termination Notice to Seller before the expiration of the Inspection Period, then Buyer's right of termination under this Section 4.2 shall be deemed waived, this Agreement will remain in full force and effect in accordance with its terms, and the Deposit shall thereafter be non-refundable to Buyer for any reason other than as expressly stated herein.

4.3 Buyer's Right of Entry. Buyer's right of inspection shall include, without limitation, the right to enter the Property from and after the Effective Date during normal business hours for any purpose and the right to have made, at Buyer's expense, any

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

4.4 Insurance/Indemnity. Prior to Buyer entering the Property to conduct the inspections and tests described above, Buyer or its agents shall obtain and maintain, at Buyer's sole cost and expense, general liability insurance, from a reputable insurer licensed in the State of Colorado, in the amount of \$2,000,000.00 combined single limit for personal injury and property damage per occurrence, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or any of its agents, employees, or contractors in connection with such inspections and tests. Buyer agrees to keep the Property free from all liens resulting from Buyer's investigations pursuant to this Article 4 or any other activities of Buyer pertaining to the Property and to indemnify, defend, and hold harmless Seller and Seller's agents, employees, and representatives, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property or injury to persons caused by Buyer and/or its agents, employees, consultants or contractors in exercising its rights under Section 4.3; provided, however, that Buyer shall not indemnify Seller and shall have no responsibility for discoveries by Buyer of any condition of or on the Property, including, without limitation, any environmental problems or conditions, any structural defects, or any archeological, paleontological, wildlife, or historical artifacts on the Property. This indemnity shall survive the Closing or any termination of this Agreement.

5. Title.

5.1 Conveyance. Seller shall convey the Property to Buyer at Closing by bargain and sale deed substantially in the form attached hereto as Exhibit B (the "**Deed**") , subject only to the Permitted Exceptions attached as Exhibit B-1 and to the Post-Closing Covenant described in Section 5.3.

5.2 Issuance of Title Policy. At Closing, Title Company will issue, or unconditionally commit to issue, to Buyer an ALTA Owner's Policy (6-17-06) of title insurance in the amount of the Purchase Price, insuring that title to the Property is vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**"). Seller shall pay the premium for the Title Policy, with standard survey exception deleted if applicable.

Seller shall be responsible for recording the Deed and the Development Agreement upon Closing. Buyer will be responsible for providing the Survey to the Title Company to obtain the deletion of the standard survey exception in the Title Policy, and if Buyer does not deliver the Survey to the Title Company, then the standard survey exception shall not be deleted. Buyer shall be responsible for obtaining and paying for any endorsements to the Title Policy other than for deletion of the standard survey exception or any endorsement that Seller has agreed to provide to cure an Objection, for any lender's title policy and any endorsements thereto, and for satisfying any requirements the Title Company may impose specifically with respect to Buyer, such as, for example, requirements with respect to Buyer's organizational status or authority to complete the transaction.

5.3 Post-Closing Covenant and Repurchase Option. In the event of a Closing hereunder, Buyer agrees that the Property shall be conveyed to Buyer at Closing subject to deed restrictions and post-closing covenants, including a repurchase right in favor of Seller, on the terms and conditions set forth in the Deed Restrictions and Covenants attached hereto as Exhibit B-2 and incorporated herein by this reference.

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

6.1 Concept Plan. Within sixty (60) days of the Effective Date, Buyer shall deliver to Seller a concept plan for the development of the Property (the "**Concept Plan**"). The Concept Plan shall be prepared at a planning and design completion level of at least ten percent (10%). The Concept Plan shall include proposed uses, parking, site layout, densities, external access, internal circulation, and proposed open space. Seller's review and comment upon the Concept Plan shall neither constitute nor be considered as any form of Town Council approval of the Concept Plan. The Concept Plan shall be a preliminary document for guidance of the parties in the preparation of the Site Plan and the Development Agreement as provided below.

6.2 Site Plan. Within one hundred twenty (120) days after the Effective Date Buyer shall submit to Seller, for Seller's review and approval, subject to Town Council's final approval, an application for the Site Plan for the development of the Property.

6.3 Development Agreement. Within thirty (30) days after Buyer's submission of the application to the Town for the Site Plan for the development of the Property, Seller shall submit to Buyer, for Buyer's review and approval, subject to Town Council's final approval, a Development Agreement for the Property (the "**Development Agreement**") that addresses and encompasses such matters as Seller shall require, including without limitation the following:

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

- 2035 Master Plan
- Greater Downtown Historic Center Zoning

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

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

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

6.3.3 Physical constraints/property profile must be considered:

- Front setback must preserve views of the adjacent historic Schoolhouse from Mainstreet and must not be less than the front setback of the historic Schoolhouse structure from Mainstreet
- On-site parking for the Property must be sufficient to accommodate Buyer's use of the Property, to be determined as part of the Site Plan
- A sidewalk is to be constructed by Buyer running from Mainstreet between the historic Schoolhouse building and the improvements to be constructed on the Property and connecting to the public parking lot behind the historic Schoolhouse building and the Property, to be determined as part of the Site Plan

6.3.4 The term of the Development Agreement shall be specified in the Development Agreement. The Development Agreement shall not displace, limit or supersede any ordinances, regulations or procedures required by the Town for the purchase and site planning of the Property. In the event of any conflict between the provisions of the Development Agreement and the ordinances, regulations or procedures of the Town specifically related to the purchase and site planning of the Property, the ordinances, regulations and procedures of the Town shall control. The Development Agreement shall be contractual and shall also constitute a private imposition and grant to the Town by Buyer of covenants, conditions, restrictions and equitable servitudes governing the development and use of the Property that

shall run with the land and shall be binding upon Buyer and all grantees, successors and assigns of Buyer who take title to any portion of the Property. The Deed shall state that it is subject to the Development Agreement, and the Development Agreement shall be recorded upon Closing, immediately after the Deed. The approval of both Buyer and Seller to the terms of the Development Agreement submittal shall be a condition to the consideration of the Site Plan by the Town Council, for the benefit of both Buyer and Seller.

If, within thirty(30) days after Seller's delivery to Buyer of a draft Development Agreement, the parties are unable to agree upon a form of Development Agreement submittal for consideration by Town Council, then either party may terminate this Agreement by written notice to the other party, in which case this Agreement shall terminate, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

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

6.5 Payment of Outstanding Obligations. At Closing Buyer shall pay the Town the sums due for prior water and sewer line installation in the total amount of Eighty One Thousand One Hundred Eighty Five Dollars and Twenty Five Cents (\$81,185.25) ("**Water and Sewer Fees**").

7. **Property Condition.** The Property shall be transferred to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS" existing as of the date of Closing. Except as expressly set forth in this Agreement or in any closing document signed by Seller, no representations or warranties are made and no responsibility will be assumed by Seller or by any officer, employee, official, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the Property, including without limitation the condition or repair of the Property, the value, expense of operation, or income potential of the Property, or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation, development or income potential of the Property or any portion thereof, or any other aspect of the Property. Buyer acknowledges and agrees that neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise, or statement, express or implied, to Buyer, or to anyone acting for or on behalf of Buyer, concerning the Property or the condition, use or development thereof, including but not limited to the presence of any hazardous matters, hazardous wastes, hazardous substances or hazardous materials, as defined by or regulated by any federal, state or local statute, law, ordinance, administrative order, resolution or similar document to which the Property is subject (collectively, the "**Environmental Laws**"). Seller shall have no liability or obligation for, and Buyer expressly and specifically waives any such liability

or obligation of Seller and releases and discharges Seller from, any and all claims arising out of or relating to any violation of any and all Environmental Laws with respect to the Property. Buyer acknowledges that Seller may have conveyed to PWSD, or may convey to PWSD prior to Closing, all water rights with respect to the Property, including without limitation all not nontributary ground water rights, and Seller shall retain all credits or other compensation received from the PWSD as a result of such conveyances. Buyer further acknowledges that in entering into this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS. Except as may be set forth expressly in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

8. Covenants.

8.1 Seller's Covenants. During the term of this Agreement, except as contemplated herein, Seller shall not encumber, grant easements or other rights of use, rezone, plat, or change the use or designation of the Property without the prior written approval of Buyer first having been obtained, which approval may be withheld in Buyer's sole and absolute discretion.

9. Closing Conditions.

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

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

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

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

9.1.4 The Town has approved issuance of a building permit or permits that will enable the Buyer to construct a project on the Property that conforms to the Site Plan and the Development Agreement (the “**Building Permit**”), with issuance to be contingent upon Closing.

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

9.2 Conditions to Buyer’s Obligation to Close.

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

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

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

9.2.4 The Town has approved the Building Permit, with issuance contingent upon Closing.

9.2.5 If Condition 9.2.1 to Buyer’s obligation to Close is not fulfilled as of the Closing Date, then the provisions of Section 14.1 hereof shall apply. If Conditions 9.2.2 through 9.2.4 to Buyer’s obligation to Close are not fulfilled as of the Closing Date, then Buyer may terminate this Agreement by written notice to Seller, in which case the Deposit shall be returned to Buyer, all documents and any

remaining funds shall be returned by Title Company to each party who so deposited the same, and neither party shall have any further rights or obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

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

10.1 Closing Date. The Closing shall occur on the earlier of (i) the first business day that is at least twenty (20) days after Buyer and Seller have obtained Town Council approval of the Site Plan and the Development Agreement, or (ii) the date mutually agreed upon by Buyer and Seller (the “**Closing Date**”), provided that in no event shall the Closing Date be later than three hundred sixty five (365) days after the Effective Date (the “**Outside Closing Date**”). If Buyer has submitted a complete application for the Building Permit prior to the Outside Closing Date, and the Town has not approved the Building Permit by the Outside Closing Date, for issuance contingent upon Closing, then Buyer may elect to extend the Outside Closing Date in increments of thirty (30) days each, for up to a cumulative total of One Hundred Twenty (120) days, by delivering to Seller notice of each thirty (30) day extension at least three (3) business days prior to the then applicable Outside Closing Date accompanied by an extension payment made directly to Seller of Five Thousand Dollars (\$5,000) for each 30-day extension period (each an “**Extension Payment**”). These extension payments shall not be credited to payment of the Purchase Price, and they shall not be refundable, except in the event of default by Seller. Closing will take place at or through the offices of Title Company on the Closing Date. Possession of the Property shall be delivered to Buyer upon Closing.

10.2 Closing Documents. All documents required to be signed and delivered by a party for Closing must be delivered as wet signature originals and not as electronic documents or either physical or electronic copies of signed documents. Seller and Buyer will deliver or cause to be delivered to each other at Closing, as appropriate, the following items (all documents will be duly executed and acknowledged where required):

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

10.2.2 Site Plan. The Site Plan executed and acknowledged by the Town and Buyer.

10.2.3 Development Agreement. The Development Agreement executed and acknowledged by the Town and Buyer.

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

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

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

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

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

10.2.9 Funds. All monies, by wire transfer of funds, required to be paid by each party, respectively, hereunder.

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

11. Adjustments and Prorations. Seller is exempt from the payment of real property taxes and assessments for the Property. Accordingly, there shall be no prorations of real property taxes. All real property taxes and assessments due and payable with respect to the Property for the year of Closing and thereafter shall be paid by Buyer. Buyer will pay the Water and Sewer Fees as provided in Section 6.5. There will be no prorations of water, sewer or other utility charges unless such accounts actually exist with respect to the Property and have been prepaid at the time of Closing, in which case Seller shall receive a credit for any prepaid amounts attributable to the period from and after the Closing Date. Buyer and Seller shall each pay one-half (½) of the Title Company's customary charges for escrow, document drafting, recording and miscellaneous charges, and any title or escrow cancellation fees. Seller shall pay for the documentary transfer fee and recording fee for the Deed. Seller shall pay for the Title Policy, with the standard survey exception deleted if applicable. Buyer shall pay all costs associated with any additional Title Policy endorsements and any loan policy of title insurance and endorsements that Buyer and/or its lender may require, other than those that Seller has agreed to provide in order to cure a Title Objection or Survey Objection. The parties' obligations under this Section 11, to the extent not fully discharged by or through Closing, will survive Closing and remain fully enforceable thereafter.

12. Escrow; Commissions.

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

deletions, substitutions, and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless expressly agreed to by Seller and Buyer.

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

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

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

1. The Deed.
2. The Development Agreement.

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

(c) Deliver to Seller: (i) the Purchase Price and other sums payable to Seller hereunder, after satisfying the Closing costs, prorations, and adjustments to be paid by Seller; (ii) Seller’s Settlement Statement; (iii) the Site Plan; (iv) the Development Agreement, by causing it to be recorded in the Records and then delivered to Seller, with a copy to Buyer; and (v) all other documents deliverable to Seller as a result of Closing.

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

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

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

12.5 Sales Commissions . Buyer has dealt with Jeff Sams, owner/broker of JTS Realty, as Buyer’s broker with respect to this transaction. Seller agrees to pay JTS Realty a commission, contingent upon Closing, of three percent (3%) of the Purchase Price, solely as Buyer’s broker and not as Seller’s broker. JTS shall acknowledge upon Closing that it is acting solely as Buyer’s broker and does not have any brokerage relationship with Seller. Except as provided above, Seller and Buyer represent and warrant, one to the other, that neither party has dealt with any real estate broker, salesperson, or finder in connection with this transaction, and any claim for a commission made by any person other than as provided above shall be solely the responsibility of the party who is asserted to have been represented by such claimant, and such responsible party shall hold the other party harmless from liability for such claim.

13. Representations and Warranties.

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

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

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

13.1.3 OFAC.

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

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

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

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

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

13.2.3 Opportunity to Investigate.

(a) Prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all

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

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

(c) Buyer further represents and warrants that, in entering into and Closing this Agreement, Buyer has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, **AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION, WITH ALL FAULTS.** Except as may be set forth in this Agreement, Buyer does hereby waive, and Seller does hereby disclaim, all representations and warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, the condition of the Property and its fitness for any particular purpose or use.

13.2.4 OFAC.

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

(b) None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. No Embargoed Person has any interest of any nature whatsoever in Buyer (whether directly or indirectly). For purposes of this Section, the term "Embargoed Person" means any person, entity or government subject to trade restrictions under U.S. law,

including but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder with the result that the investment in Buyer is prohibited by law or Buyer is in violation of law. (as hereinafter defined). This provision shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity. As used in this Section, "U.S. Publicly-Traded Entity" means a Person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly owned subsidiary of such a person.

14. Remedies.

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

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

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

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

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

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

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

If to Seller, to:

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

With a copy to:

Holland & Hart LLP
555 17th St., Suite 3200
Denver, Colorado 80202
Attn: Teryl R. Gorrell
Telephone: (303) 295-8554
Email: trgorrell@hollandhart.com

If to Buyer, to:

Samurai's Red Sushi & Sake Bar LLC
c/o DB Investments LLC
Attn: Gene Gregory, Manager
367 Sandy Hollow Trail
Parker, CO 80116
Telephone: 303-803-6326
Email: genegreg11@gmail.com

With a copy to:

JTS Realty
Attn: Jeff Sams
19751 E. Mainstreet, R16
Parker, Colorado 80138
Telephone: (303) 519-7967
Email: jeff@jtsrealty.com

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

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

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

15.7 Assignment. There may not be any partial assignment(s) of Buyer's rights or obligations under this Agreement. Other than to an entity owned, controlled by or under common control with Buyer, to whom Buyer may fully (but not partially) assign this Agreement, and for which no consent shall be required, Buyer shall have no right to assign this Agreement without first obtaining Seller's written consent, which consent may be granted or withheld in Seller's sole discretion. Upon assignment, Buyer shall not be relieved of any obligations under this Agreement. Any assignment of this Agreement shall be done pursuant to a separate assignment agreement and not by amendment of this Agreement, and it must be completed sufficiently in advance of Closing to permit Seller to obtain any required assignment approval under applicable Town procedures.

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

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

15.10 Recordation Prohibited. This Agreement shall not be recorded by either party in the Records or in any other office or place of public record; and if Buyer shall record this Agreement or cause or permit same to be recorded, Seller may, at its option,

elect to treat such act as a breach of this Agreement, and if Seller terminates this Agreement as a result of such breach then Seller may record a notice of such termination.

15.11 Waiver of Jury Trial: Venue. IN ANY PROCEEDING TO ENFORCE THE TERMS OF THIS AGREEMENT OR OBTAIN ANY REMEDY PROVIDED FOR HEREIN OR OTHERWISE PERMITTED BY LAW IN CONNECTION WITH THE SUBJECT MATTER HEREOF, WHETHER BEFORE OR AFTER CLOSING, SELLER AND PURCHASER WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW. The parties agree and stipulate that venue for any action concerning this Agreement shall be only in the District Court for Eighteenth Judicial District of the State of Colorado sitting in Douglas County.

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

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

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

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

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

15.17 Consideration. By executing this Agreement, with Buyer's agreement to deposit earnest money and to deliver to Seller copies of all reports of the results of all tests, inspections, and analyses of the Property in the event of termination, the parties acknowledge the receipt and legal sufficiency and adequacy of the consideration provided by each party to the other. Seller acknowledges and confirms that the consideration

provided by Buyer hereunder is good and valuable consideration legally supportive of the parties entering into this Agreement and of Buyer's rights of termination under this Agreement. Each party waives and shall be forever foreclosed from raising any defense against the other party with respect to this Agreement based upon the consideration, or lack thereof, of the other party.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page For

AGREEMENT FOR SALE AND PURCHASE OF LAND

Between the Town of Parker, Colorado (“**Seller**”) and
the Samurai’s Red Sushi & Sake Bar LLC (“**Buyer**”).

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

SELLER:

TOWN OF PARKER, COLORADO
a Colorado municipal corporation

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Date: _____

BUYER:

Samurai’s Red Sushi & Sake Bar LLC, a
Colorado limited liability company

By: _____

Name: _____

Title: _____

Date _____

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

TITLE COMPANY:

NCS Colorado, a Division of Fidelity National Title
Group

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
SELLER DELIVERABLES

- (a) A commitment for title insurance issued by the Title Company together with all instruments referred to in such commitment, together with a copy of the Seller's existing title policy and the deed or deeds conveying title to Seller.
- (b) Copies of all petitions and the like in Seller's possession relating to any litigation presently affecting the Property.
- (c) All soil reports, environmental reports, geotechnical studies and engineering reports in Seller's possession as well as any property condition reports.
- (d) Copy of the tax parcel map for the Property.

EXHIBIT B

BARGAIN AND SALE DEED

After Recording Return To:

BARGAIN AND SALE DEED

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

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

(the "**Property**") subject to: (i) the Permitted Title Exceptions listed on Exhibit B-1 attached hereto and incorporated herein by reference and (ii) the Deed Restrictions and Covenants attached hereto as Exhibit B-2 and incorporated herein by reference.

Signed this ____ day of _____, 20__.

ATTEST:

TOWN OF PARKER, a Colorado home rule
municipal corporation

By: _____

By: _____

_____, Town Clerk

_____, Mayor

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____ as Mayor and _____ as Town Clerk of the Town of Parker, a Colorado home rule municipal corporation.

Witness my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

EXHIBIT B-1
TO
BARGAIN AND SALE DEED

Permitted Title Exceptions

[TO BE INSERTED FROM FINAL TITLE COMMITMENT]

EXHIBIT B-2
TO
BARGAIN AND SALE DEED

DEED RESTRICTIONS AND COVENANTS

Repurchase Right. In order to promote the harmonious and orderly development of the Property along Mainstreet, the Property is being conveyed to Grantee, its successors and assigns, subject to the restriction (“**Use Restriction**”) that it is to be used solely for uses specified in the Development Agreement for the Property recorded of even date with the Bargain and Sale Deed to which this Exhibit B-2 is attached (the “**Development**”). Accordingly, in the event the Closing occurs and either (i) the Development is not open to the public on or before the date that is twelve (12) months after conveyance of the Property to Grantee; or (ii) the Development ceases to operate for a period of six (6) consecutive months, subject to extension as provided herein; then in either such event, Grantor shall have the option, exercisable in Grantor’s sole discretion, (the “**Repurchase Option**”) to compel the owner(s) of the Property to sell the Property to Grantor at a purchase price equal to the Fair Market Value of the Property, as defined below. If Grantor provides written notice to the owner of the Property stating that Grantor is exercising Grantor’s Repurchase Option, Grantor and the owner(s) of the Property shall have a binding contract for the sale by the owner to Grantor, and the purchase by Grantor from the owner of the Property on a date that is not more than ninety (90) days after the purchase price is determined, and otherwise on the terms set forth on **Addendum 1** attached hereto and incorporated herein by reference (the “**Purchase and Sale Terms**”). The time periods set forth herein shall be tolled and the respective deadlines extended (a) during any periods that the owner of the Property is using commercially reasonable efforts to prosecute to completion any construction, reconstruction or remodeling undertaken to initially construct, or to repair, replace, expand or modify the Development, including without limitation after a casualty or condemnation or to comply with any legal requirements not in existence as of the Closing; and (b) during any period when the failure to operate is due to strike, lockout, labor trouble, civil disorder, public health contagion, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, terrorism, vandalism, fuel shortages, accidents, casualties, acts of God, or any other cause beyond the reasonable control of the property owner, for only so long as the owner of the Property is diligently attempting to remedy such condition.

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

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

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

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

ADDENDUM 1
TO
EXHIBIT B-2

PURCHASE AND SALE TERMS

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

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



Request for Town Council Action

Date: November 2, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 3.308.2 – First Reading**
A Bill for an Ordinance to Amend the Anthology North Development Plan and Guide First Amendment Pursuant to the Town of Parker Land Development Ordinance, and Amending the Zoning Ordinance and Map to Conform Therewith
Department: Community Development, BrieAnna Simon
Second Reading: November 16, 2020

EXECUTIVE SUMMARY

The applicant, PCS Group, is requesting an amendment to the Anthology North Planned Development (PD) to adjust Planning Area boundaries to reflect a dendritic design, to amend lot size requirements and to implement a partial waiver resolution requirement to add commercial zoning.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent Looking Glass to the south (currently under development), Douglas 234 residential and commercial development to the north, and the Anthology residential development to the east.

The applicant, PSC Group, is requesting the approval of a zoning amendment to the Anthology North PD. Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

The applicant is requesting to amend Planning Area boundaries in Segment 1 to support improved subdivision design. Specifically, the driving force behind their subdivision layout is called “Dendritic design.” Dendritic design is a way of planning a subdivision layout that responds to natural features (floodplains, drainage ways, topography, etc.) incorporating those features into the subdivision design as opposed to ignoring or removing the natural features that

are present. It is important to note that while the Planning Area boundaries are proposed to be reconfigured, there is no increase in the overall number of units that are currently described in the PD, and the applicant is proposing an increase in the open space of roughly 40 acres.

Lot Standards Revisions:

The applicant is requesting to revise lot size standards to accommodate market demand for attached housing types. The current PD contemplates a standard minimum lot size of 2,500-square feet for single-family attached residential products. These lot sizes are too large for typical single-family attached residential (townhome) and duplex (paired home) development. Therefore, the applicant is proposing a minimum lot size of 1,200-square feet for a single-family attached homes and duplexes. A minimum lot size of 1,200-square feet is a common lot size for these types of home products and is consistent with zoning requirements for similar residential products in Town.

Partial Waiver Resolution Compliance:

In May of 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer specific sketch and preliminary plan submittal requirements to allow the applicant to phase the sketch and preliminary plans into three segments. The Partial Waiver Resolution allowed the applicant to defer the submittal of detailed plans for Segment 2. Town Council approved this request subject to certain developer obligations.

- One of those obligations was to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Area 15 be rezoned from a Mixed Use Planning Area to a Commercial Planning Area. The requirement for one-third (1/3) of Planning Area 15 to be rezoned to allow only commercial uses was borne out of the Town of Parker 2035 Master Plan language for Community Centers. This language states; “In general, a Neighborhood Center shall have no less than 33 percent or twenty (20) acres, whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use.” The intent of this language is to ensure that there is meaningful commercial development within identified Community Centers. This will ensure commercial services are available to current and future residents of the Town while helping to maintain the fiscal health of the Town. One-third (1/3) of the total area of Planning Area 15 is roughly 14 acres that will be rezoned to strictly commercial uses.
- The second obligation to be partially addressed with the rezoning process is the requirement for the Parks, Trails and Open Space Master Plan (to be developed in both Segment 1 and 2). The Partial Waiver Resolution allowed the applicant to defer details on the associated parks, trails and open space for Segment 2 until there is proposed development for Segment 2. The applicant has provided detailed analysis of the parks, trails and open space amenities located within Segment 1. The Anthology North Parks, Trails and Open Space Master Plan shows compliance with the requirements outlined in the Partial Waiver Resolution and the new parks standards adopted by the Town on October 19, 2020.

The benefits of the approval of the requested Anthology North PD rezoning will be the implementation of a more environmentally friendly dendritic design, the incorporation of more

open space than what was initially anticipated in the existing zoning and the assurance that an additional 14 acres (one-third (1/3) of Planning Area 15) will be zoned for and developed as commercial uses.

The Planning Commission will make a recommendation to Town Council regarding the zoning amendment, on October 29, 2020.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)

DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Development Plan
3. Proposed PD Guide
4. Proposed Partial Waiver Agreement – PA 15
5. Proposed Parks, Trails and Open Space Master Plan
6. Planning Commission Staff Report
7. Ordinance No. 3.308.2

RECOMMENDED MOTION

I move to approve Ordinance No. 3.308.2 on first reading and to schedule second reading for November 16, 2020, as part of the consent agenda.

MARCH 13, 2020
MR. PAUL WORKMAN,
SENIOR PLANNER
TOWN OF PARKER
20120 E. MAINSTREET
PARKER, CO 80138

Re: ANTHOLOGY NORTH — PD Amendment - Approval Considerations

1. A need exists for the proposal;

This PD Amendment request is primarily being driven by modifications to the planning to incorporate the natural drainages in a dendritic manner.

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

This PD Amendment request will not modify the overall land uses.

3. There has been an error in the original zoning; or

There was not an error in the original zoning, the general open space corridors were conceptual at the time the original zoning was put in place, maintaining the drainages in a more natural condition dictate the change in the planning areas.

4. There have been significant changes in the area to warrant a zone change;

This PD Amendment request is primarily being driven by changes to the open space corridors to maintain the more natural drainage corridors that warrant the change to this PD.

5. Adequate circulation exists and traffic movement would not be impeded by development; and

This PD Amendment request will aid in regional traffic movement through the extension of Chambers and Stroh Road, the overall development number of units, the amount of park and open space are increasing with this proposal.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet;

This PD Amendment request will not change anything that was previously anticipated.

7. There are minimal environmental impacts or impacts can be mitigated;

This PD Amendment request will not change anything that was previously anticipated, and by keeping the drainages in a more natural condition the environmental impact will be minimized.

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

This PD Amendment request maintains the anticipated land uses and general areas for development and is consistent with the Town Master Plan maps, goals and policies.

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;

This PD Amendment request maintains all obligations related to impacts and services.

ANTHOLOGY NORTH DEVELOPMENT PLAN
AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS



LEGEND

- FLOODPLAIN
- COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK
- PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)
- PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)
- ARAPAHOE CANAL TRAIL
- W WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED, WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW.)
- D DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

Property Owner Signature:

Print Name:

Date:

Title:

Planning Commission Acceptance:
This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission on this day of 2020.

Planning Director, on behalf of Planning Commission

This planned development plan was reviewed and approved by the Town Council of the Town of Parker on this day of 2020
Mayor, Town of Parker ATTEST:
Town Clerk

I hereby certify that this Development Plan was filed in my office on this day of 2020 A.D. at A.M. / P.M. and was recorded with reception number:

County Clerk and Recorder

- NOTES:
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.

ANTHOLOGY DEVELOPMENT CHART

	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	Sfd	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SFe	17.56	6.00	16.91	71
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THE	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THE	30.14	14.00	27.44	122
	Pa - 24 & 26	Sfd	44.33	4.50	42.58	149
	Pa - 25	Sfd	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	Sfd	15.29	4.50	14.69	50
	Pa - 29 & 30	THE	38.34	14.00	35.55	155
	Pa - 31	THE	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THE	34.02	14.00	31.24	136
	Pa - 34	THE	7.94	14.00	5.95	53
	Pa - 35	THE	15.30	14.00	15.3	104
	Pa - 36	SFe	21.17	6.00	21.17	96
	Pa - 37	SFe	22.09	6.00	21.62	103
	Pa - 38	Sfd	15.84	4.50	15.44	69
	Pa - 39	School	12.96	-	11.98	-
	Pa - 40	SFe	18.39	6.00	15.65	84
	Pa - 41	Sfd	9.60	4.50	8.99	36
	Pa - 42	Sfd	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THE	33.37	14.00	32.02	213
	Pa - 45	SFe	30.65	6.00	29.70	152
	Pa - 46	SFe	27.83	6.00	27.72	138
	Pa - 47	Sfd	25.73	4.50	24.64	111
	Pa - 48	SFe	30.22	6.00	29.44	140
	Pa - 49	SFe	18.41	6.00	17.85	92
	Subtotal		921.94	-	868.42	3,305

LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
MU	27.81	-	25.96	429
Residential	663.50	-	631.59	2,876
Open Space	285.96	-	243.80	
Parks	49.95	-	46.02	
Schools	100.69	-	94.32	
Fire Station	4.13	-	3.00	
Commercial	75.86	-	67.53	
TOTALS	1207.9		1,112.22	3,305
SFe Total	186.32	6.00	180.06	876
Sfd Total	219.36	4.50	210.76	822
THE Total	257.82	14.00	240.77	1,178
MU Total	27.81	22.00	25.96	429
TOTALS	691.31		657.55	3,305

LAND PLANNING:



pcsgroup inc. www.pcsgroupco.com
13, 1180 Independence pass
1007 16th street, denver, co 80202
1.303.531.4905 / 1.303.531.4908

ENGINEERING:



10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:

OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:

DESIGNED BY:

JP

SCALE:

AS SHOWN

SUBMITTED ON:

09/30/2020

1 of 1

AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS



Scale: 1" = 800'

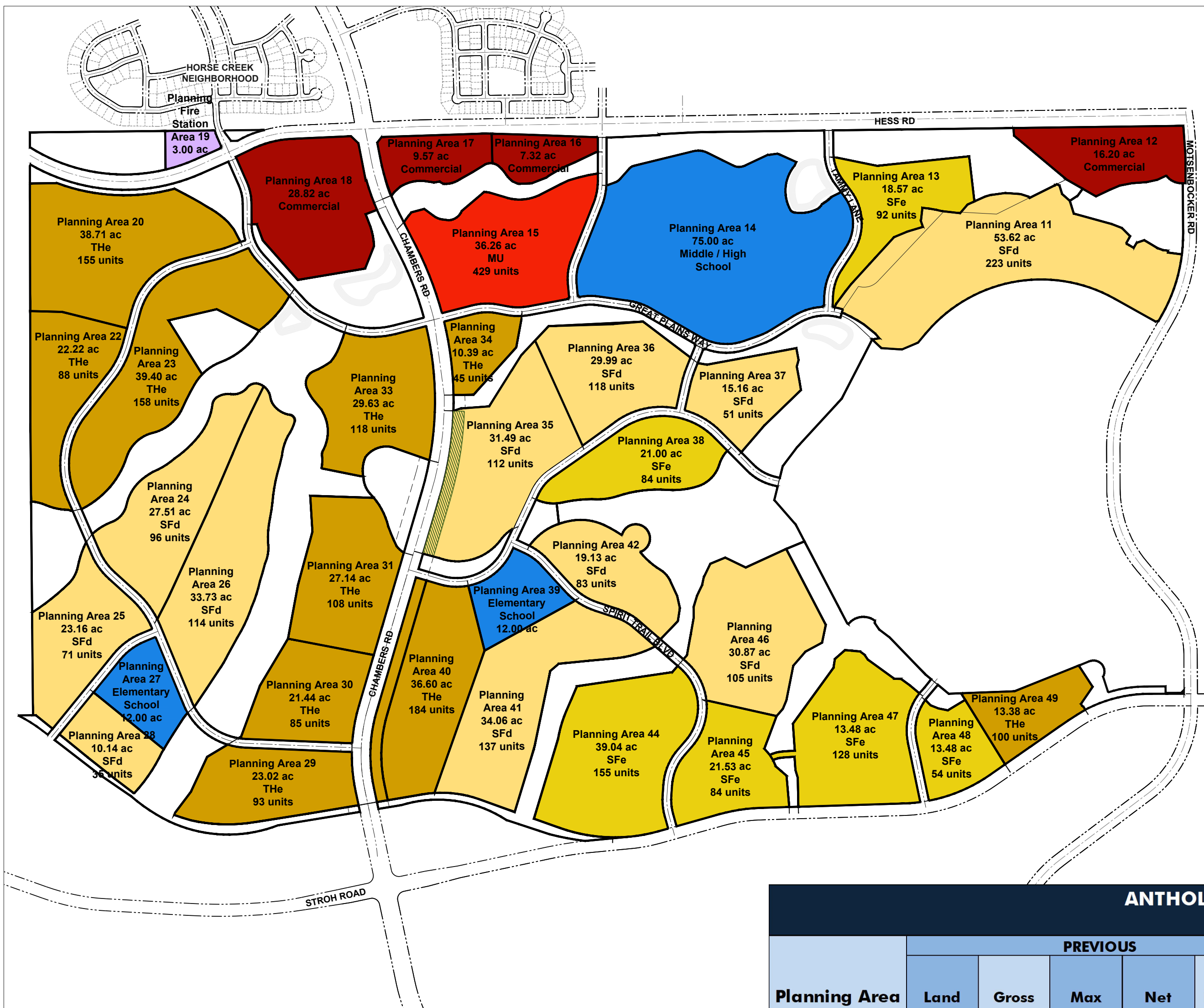


ANTHOLOGY NORTH DEVELOPMENT PLAN

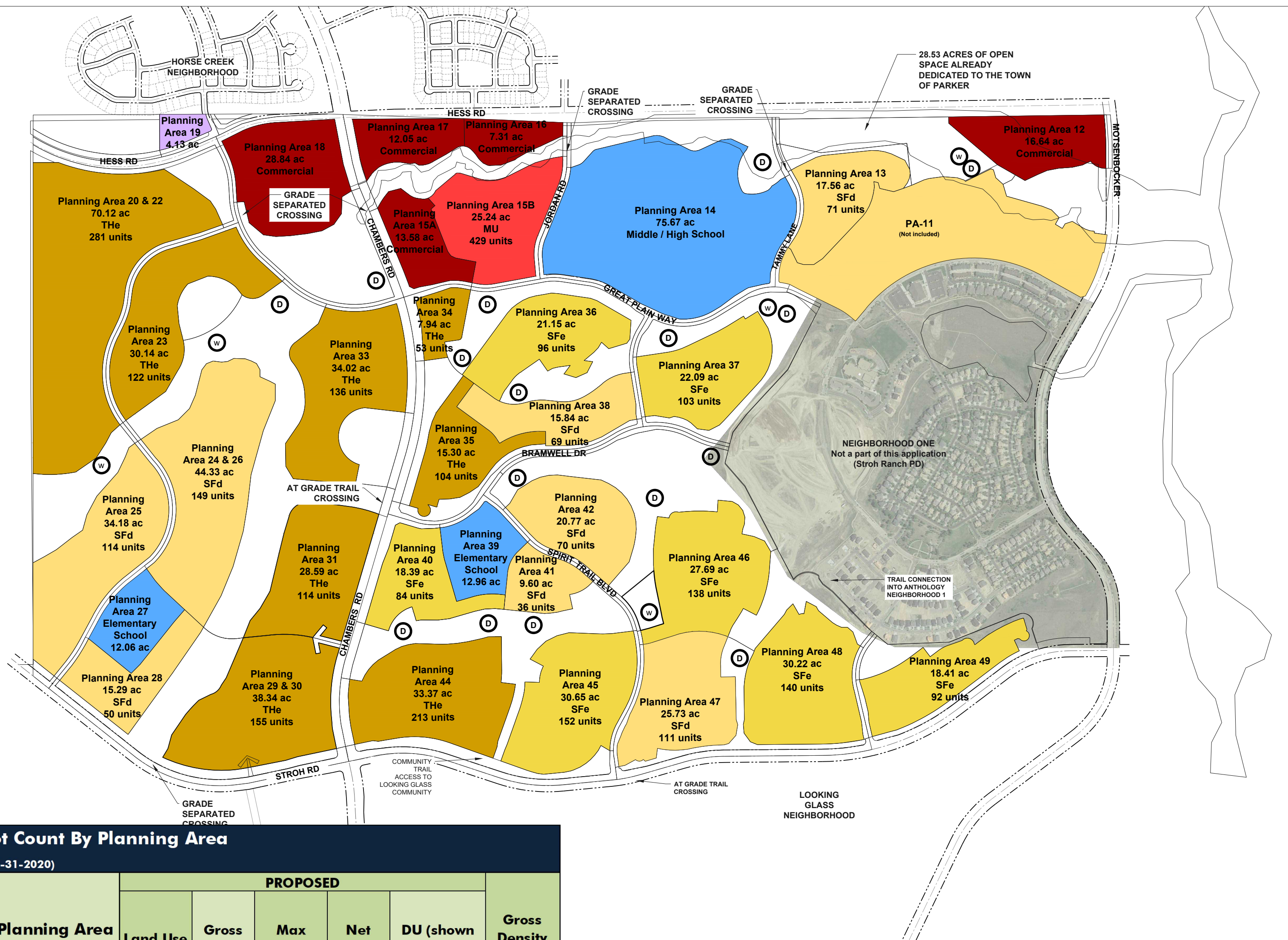
AMENDMENT NO. 2

COUNTY OF DOUGLAS, STATE OF COLORADO

1207.9 ACRES - 3,305 UNITS

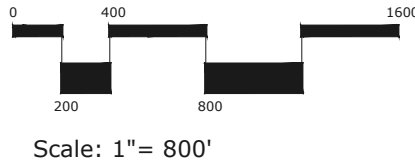


PREVIOUS PD



PROPOSED PD

ANTHOLOGY - Estimated Lot Count By Planning Area														
(Updated 07-31-2020)														
Planning Area	PREVIOUS						Planning Area	PROPOSED						Gross Density
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	Gross Density		Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	Gross Density	
PA-11	SFd	53.62	4.5	52.81	223	4.16	PA-11	SFd	53.62	4.5	52.81	223	4.16	
PA-12	Comm	16.20	22.0	15.95	-	-	PA-12	Comm	16.64	22.0	15.91	-	-	
PA-13	SFe	18.57	6.0	17.14	92	4.95	PA-13	SFe	17.56	6.0	16.91	71	4.04	
PA-14	School	75.00	0.0	70.67	-	-	PA-14	School	75.67	0.0	71.44	-	-	
PA-15	MU	36.26	22.0	30.12	429	11.83	PA-15A	Comm	13.58	22.0	11.27	-	-	
PA-16	Comm	7.32	22.0	7.20	-	-	PA-15B	MU	25.24	22.0	23.58	429	17.00	
PA-17	Comm	9.57	22.0	8.37	-	-	PA-16	Comm	7.31	22.0	7.19	-	-	
PA-18	Comm	28.82	22.0	26.62	-	-	PA-17	Comm	12.05	22.0	10.27	-	-	
PA-19	Fire Station	3.00	0.0	3.00	-	-	PA-18	Comm	28.84	22.0	25.27	-	-	
PA-20	THe	38.71	14.0	37.36	155	4.00	PA-19	Fire Station	4.13	0.0	3.00	-	-	
PA-22	THe	22.22	14.0	20.51	88	3.96	PA-20 & 22 (combined)	THe	70.12	14.0	68.04	281	4.01	
PA-23	THe	39.40	14.0	35.88	158	4.01	PA-23	THe	30.14	14.0	27.44	122	4.05	
PA-24	SFd	27.51	4.5	26.60	96	3.49	PA-24 & 26 (combined)	SFd	44.33	4.5	42.58	149	3.36	
PA-26	SFd	35.49	4.5	34.70	114	3.21	PA-25	SFd	34.18	4.5	31.88	114	3.34	
PA-25	SFd	23.16	4.5	21.00	71	3.07	PA-27	School	12.06	0.0	10.90	-	-	
PA-27	School	12.00	0.0	10.56	-	-	PA-28	SFd	15.29	4.5	14.69	50	3.27	
PA-28	SFd	10.14	4.5	9.70	35	3.45	PA-29 & 30 (combined)	THe	38.34	14.0	35.55	155	4.04	
PA-29	THe	23.02	14.0	19.80	93	4.04	PA-31	THe	28.59	14.0	25.23	114	3.99	
PA-30	THe	21.44	14.0	16.85	85	3.96	PA-33	THe	34.02	14.0	31.24	136	4.00	
PA-31	THe	27.14	14.0	22.95	108	3.98	PA-34	THe	7.94	14.0	5.95	53	6.68	
PA-33	THe	29.63	14.0	23.64	118	3.98	PA-35	THe	15.30	14.0	15.3	104	6.80	
PA-34	THe	10.39	6.0	6.76	45	4.33	PA-36	SFe	21.17	6.0	21.17	96	4.53	
PA-35	SFd	31.49	4.5	25.01	112	3.56	PA-37	SFe	22.09	6.0	21.62	103	4.66	
PA-36	SFd	29.99	4.5	28.37	118	3.93	PA-38	SFd	15.84	4.5	15.44	69	4.36	
PA-37	SFd	15.16	4.5	13.94	51	3.36	PA-39	School	12.96	-	11.98	-	-	
PA-38	SFe	21.00	6.0	19.01	84	4.00	PA-40	SFe	18.39	6.0	15.65	84	4.57	
PA-39	School	12.00	-	10.76	-	-	PA-41	SFd	9.60	4.5	8.99	36	3.75	
PA-40	THe	36.60	6.0	27.12	184	5.03	PA-42	SFd	20.77	4.5	19.73	70	3.37	
PA-41	SFd	34.06	4.5	33.29	137	4.02	PA-44	THe	33.37	14.0	32.02	213	6.38	
PA-42	SFd	19.13	4.5	17.95	83	4.34	PA-45	SFe	30.65	6.0	29.70	152	4.96	
PA-44	THe	39.04	6.0	36.91	155	3.97	PA-46	SFe	27.83	6.0	27.72	138	4.96	
PA-45	SFe	21.53	6.0	18.70	84	3.90	PA-47	SFd	25.73	4.5	24.64	111	4.31	
PA-46	SFd	30.87	4.5	30.49	105	-	PA-48	SFe	30.22	6.0	29.44	140	4.63	
PA-47	SFe	32.22	6.0	28.84	128	3.97	PA-49	SFe	18.41	6.0	17.85	92	5.00	
PA-48	SFe	13.48	6.0	11.07	54	4.01								
PA-49	THe	13.38	14.0	11.95	100	7.47								
TOTAL		918.56		831.60	3,305				871.98		822.40	3,305		



LAND PLANNING:
people creating spaces
pcsgroup inc. www.pcsgroupco.com
13, 1180 Independence pass
1007 16th street, denver, co 80265
1.303.531.4905, 1.303.531.4908

ENGINEERING:
CVL CONSULTANTS
10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:
OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:
DESIGNED BY:
JP
SCALE:
AS SHOWN
SUBMITTED ON:
07/31/2020

Anthology North

Town of Parker, Colorado

PD DEVELOPMENT GUIDE

January 15, 2015
Revised March 12, 2015
Revised March 31, 2015
Revised October 5, 2020

Owner:

North Parker Investments, LLC
Seldin Real Estate, Inc.
8160 N. Hayden Rd., Ste. J-208
Scottsdale, AZ 85258-4204
Contact: Kurt Wolter

Planning Consultants:

PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
720-259-8246
Contact: John Prestwich

Engineering Consultants:

CVL Consultants of Colorado, Inc.
10333 E. Dry Creek Road, Suite 240
Englewood, Colorado 80112
720-249-3588
Contact: Brian Wilson

E5X Management

7353 South Alton Way
Centennial, CO 80122
303-770-9111
Contact: Matt Janke

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- D. Mixed Use (MU)
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- F. Parks
- G. Open Space (OS)

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V. ENFORCEMENT AND ADMINISTRATION

- A. Incorporation of Planned Development Master Plan
- B. Effect of Recorded Plan

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the “ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE” (the “Development Plan”) except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms “DEVELOPMENT PLAN” and “MASTER PLAN” may be used interchangeably.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variations

In no event shall the total number of 3,305 residential Dwelling Units within all Planning Areas as set forth on the “ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE” be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area, as set forth in the “ANTHOLOGY NORTH PD DEVELOPMENT PLAN AND GUIDE”, as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Any decrease in units may be transferred to other Planning Areas in whole or in part, subject to the limitations of Section 13.07.160 of the Parker Municipal Code. Any increase of dwelling units within a Planning Area by more than 10% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code (except for PA 15 which is subject to the restrictions found in Section D Mixed Use, 4 b-Maximum number of Dwelling Units which allows for an administrative minor amendment process).

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the “ANTHOLOGY NORTH DEVELOPMENT PLAN”, the Planning Area boundary is the centerline of the abutting right-of-way of such street (except Molsenbocker, Crowfoot Valley and Hess Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the “ANTHOLOGY NORTH DEVELOPMENT PLAN”. Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the “ANTHOLOGY NORTH DEVELOPMENT PLAN” provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Homeowner Associations and/or Special Districts

Homeowner Associations and/ or Special Districts composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations and/ or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or Special District.

Special Districts must be approved by Town Council following a hearing and adaption of the necessary enabling ordinances or resolutions on a case by case basis.

II. DEFINITIONS

A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.

B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may" is permissive.

C. **Definitions:**

Existing definitions in the Parker Municipal Code shall apply unless specifically stated herein.

1. Abut. To have a common border with.
2. Accessory Buildings. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
3. Accessory Dwelling Unit. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
4. Age Restricted Dwelling. Housing limited to buyers and occupants 55 years of age or older within an active adult subdivision filing.
5. Assisted Living Residence. A building containing multiple residential units and/or rooms served by a common dining facility and kitchen and staffed by trained health care professionals who are allowed to administer medications.
6. Building, Principal or Main. A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. Building Front. That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. Building Ground Coverage. The amount of land covered or permitted to be covered by a Building.
9. Building Height. The vertical distance from the average finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. A weighted average of the finished grade on the perimeter of the building may be utilized.
10. Building Setback. The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
11. Building Side. That exterior wall of a Building which faces a Side Lot Line of a Lot.

12. Building Rear. That exterior wall of a Building which faces a Rear Lot Line of a Lot.
13. Car Care Center. An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not include Paint spraying or body repair.
14. Density, Gross or Average. A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area (s) or portions thereof; including all land within said Planning Area (s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
15. Density, Net. A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
16. Dwelling Unit, Clustered Single Family. A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. Dwelling Unit, Patio. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
18. Dwelling Unit, Single Family. A Dwelling Unit Type which includes both Single Family Detached or Attached Dwelling Units.
19. Dwelling Unit, Single Family Attached. A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each of which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. Dwelling Unit, Single Family Detached. A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall or floor in common with any other Dwelling Unit.
21. Dwelling Unit, Townhome. A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has individual outside access. Townhome Dwelling Units may have no side yards, or front and rear yards. May include duplex, tri-plex, four-plex, or more.
22. Dwelling Unit, Zero Lot Line. An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. Dwelling Unit, Live/Work. An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where residential setbacks apply.
24. Easement, Private Street. An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
25. Floor Area Ratio. A measurement of Development intensity expressed as a ratio derived by dividing the total Floor Area of a Building by the actual area of the Lot.
26. Garage, Parallel. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.

27. Garage, Perpendicular. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
28. Group Care Facilities. A facility where three or more persons are provided supervision and a planned treatment of counseling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local/judicial/health/welfare agency or serve only referrals from such agencies, and is subject to state statute for permitting. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
29. Independent Living. A living arrangement for people with special needs affording them as much independence and autonomy as possible.
30. Land Use Category. A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
31. Nursery. An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels.
32. Planning Areas. Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.
33. Principal Use. The specific primary purpose, activity or use for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
34. Recreational Vehicle. A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, boats, snowmobiles and other similar recreation equipment.
35. Restaurant, Conventional. An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
36. Restaurant, Fast Food. An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
37. Setback. The distance between the Building Line and the adjacent street right-of-way line or Lot Boundary.
38. Structure. Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
39. Traditional Neighborhood Design (TND). Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.

III. LAND USE REGULATIONS

A. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Duplex Units and Accessory Uses at no more than 4.5 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,
- d. Age restricted senior dwellings.
- e. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- g. Attached or detached private garages (3 cars maximum).
- h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- i. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Community centers, libraries and museums.
- c. Child Care Centers.
- d. Private schools and related facilities for elementary and secondary education.

4. Development Standards

- a. Average Density. The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 10' to porch or living space
- 18' to garage face
Building Sides - 5'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot-20'
Rear - 20'
Distance to residential lot – 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
ii) shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- g. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be forty five hundred (4500) square feet for single family detached homes, or three thousand (3000) square feet for duplex homes, patio homes, or zero lot line homes.

B. Residential (SFe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Tri-plex and Four-plex Dwelling Units, Townhome Dwelling Units and Accessory Uses at no more than 6.0 Dwelling Units per acre.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Zero Lot Line Dwelling Units.
 - c. Duplex.
 - d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units not to exceed 4 units per building.
 - e. Age restricted senior dwellings.
 - f. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
 - g. Attached or detached private garages (3 cars maximum).
 - h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
 - i. Open Space.
 - j. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
 - k. Places of religious assembly, religious schools.
3. Uses Permitted by Special Review
 - a. Group Care Facilities.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Child Care Centers.
 - e. Private schools and related administrative facilities for elementary and secondary education.
4. Development Standards
 - a. Average Density. The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
 - c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 16' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot - 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
- eight (8) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
 - shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.

- g. Minimum Lot Sizes. The minimum lot sizes in SFe residential Planning Areas shall be thirty five hundred (3500) square feet for Single Family Detached Housing, twenty five hundred (2500) square feet for zero lot line, or duplex, two thousand (2000) square feet for patio home.

C. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, , Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses, at no more than 14 Dwelling Units per zone.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,.
- d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Age restricted senior dwellings.
- f. Assisted and/or Independent Living.
- g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- h. Attached or detached private garages.
- i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- j. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- d. Child Care Centers.

4. Development Standards

- a. Average Density. The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning

Area.

- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback. The minimum Building Setbacks in The residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 18' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*
Building Separation 5'

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot – 25'

*subject to utility and drainage easement location

- f. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each The Planning Area,

or
ii) shall be governed by the applicable building code.

f. Building Height. No residential Buildings within The Planning Areas shall exceed forty (40) feet or three stories in height except by Special Review.

g. Minimum Lot Sizes. The minimum lot sizes for detached homes in The Planning Areas shall be

Single Family Detached Homes - thirty five hundred (3500) square feet

Zero Lot Line - twenty five hundred (2500) square feet

Duplex - **two thousand (1200) square feet**

Patio Home - two thousand (2000) square feet

Townhome Dwelling Unit - **one thousand two hundred (1200) square feet**

D. Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

a. drug stores

b. liquor stores

c. convenience grocery

(3) Specialty retail including but not limited to:

a. art gallery

b. antiques

c. artisan shops

d. gift shop

e. pet shops

f. florists, plant stores, plant nurseries

g. book store

h. stationery stores

i. retail food specialty shops which sell food products not intended to be consumed on the premises

j. butcher shops

k. candy stores

l. bakeries

m. doughnut shops

n. dairy product shops

o. toy and game stores

p. battery and accessory stores

q. bicycle stores

r. music stores

s. sporting goods store

t. card and gift shop

u. tobacco shop

v. cosmetic store

(4) Hardware and building material stores

(5) General retail merchandise and apparel shops, including but not limited to:

a. junior department stores

b. craft and hobby stores

c. discount department stores

- d. clothing stores
- e. shoe stores
- f. furniture stores, home furnishings
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store;
- k. accessory and specialty store
- (6) Development Sales and Marketing Center

B. Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, including drive-through
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) cafeteria

C. Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers, nursery school
- (3) health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

E. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) electronic funds transfer facilities
- (5) printing and publishing offices
- (6) radio and television offices and/or studios
- (7) mortuaries

F. Lodging

- (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- (2) bed and breakfast

G. Motor Vehicle

- (1) gasoline stations
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores

(5) car wash

H. General Government or Health Services

(1) fire stations

(2) police department substations

(3) transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

1. Age Restricted Dwellings.

3. Duplex, Tri-Plex, and Four-Plex Dwelling Units.

4. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

5. Independent Living Dwellings.

6. Assisted Living Dwellings.

7. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.

9. Attached or detached private garages, structured parking.

10. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.

11. Open Space.

12. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.

13. All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

a. Group Care Facilities.

b. Automobile and motor vehicle sales, leasing, rental and/or service.

c. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

d. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

e. Child Care Centers.

f. Small animal veterinary clinics with no outside facilities.

g. Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).
- b. Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:
 - Building front– 4 feet
 - Building side– 0 feet
 - Building rear– 20 feet
 - Distance to nearest residential use – 25 feet
- e. Building Setback: Residential
 - Building Front – 4' (Principal Building)
 - 5' or less or 18' or greater to garage face
 - Building Sides - 4' from ROW on corner lot
 - Building Sides - 0' from other property lines & lots with common walls
 - Building Rear - 4' from alley
 - Building Rear - 0' from other property lines*
 - Building Separation – 6'
- f. Building Separation. Commercial buildings can have a 0' separation.
- g. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45' in height without special review and up to 60' in height with Special Review.

E. Commercial

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

2. Uses Permitted by Right

A. Retail

- (1) Grocery store
- (2) Convenience retail shopping facilities, including but not limited to:
 - a. drug stores
 - b. liquor stores
 - c. convenience grocery
- (3) Specialty retail including but not limited to:
 - a. art gallery
 - b. antiques
 - c. artisan shops
 - d. gift shop
 - e. pet shops
 - f. florists, plant stores, plant nurseries
 - g. book store
 - h. stationery stores
 - i. retail food specialty shops which sell food products not intended to be consumed on the premises

- j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
 - t. card and gift shop
 - u. tobacco shop
 - v. cosmetic store
 - (4) Hardware and building material stores
 - (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores, home furnishings
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store;
 - k. accessory and specialty store
 - (6) Development Sales and Marketing Center
- B. Eating and Drinking Establishments
- (1) restaurants
 - (2) fast food, including drive-through
 - (3) ice cream parlors
 - (4) coffee shops
 - (5) delicatessens
 - (6) lounge, bar or microbrewery
 - (7) cafeteria
- C. Personal Services
- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
 - (2) day care centers, nursery school
 - (3) health clubs, tennis courts, swimming pools, community centers
- D. Entertainment, Indoor
- (1) indoor movie theaters
 - (2) performance arts
 - (3) bowling alleys
 - (4) skating rinks (both ice and roller)
 - (5) pool halls
 - (6) arcade amusement centers

- E. General Office and Professional Services
 - (1) business and professional offices
 - (2) medical and dental offices and clinics
 - (3) banks and other financial service establishments, with or without drive-through facilities
 - (4) electronic funds transfer facilities
 - (5) printing and publishing offices
 - (6) radio and television offices and/or studios
 - (7) mortuaries
 - F. Lodging
 - (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
 - (2) bed and breakfast
 - G. Motor Vehicle
 - (1) gasoline stations
 - (2) auto repair centers
 - (3) tire sales and service
 - (4) auto parts stores
 - (5) car wash
 - H. General Government or Health Services
 - (1) fire stations
 - (2) police department substations
 - (3) transit facilities
 - I. Institution of Higher Education
 - I. Vocational Trade School
 - K. Structured Parking
3. Uses Permitted by Special Review
- a. Automobile and motor vehicle sales, leasing, rental and/or service.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Small animal veterinary clinics with no outside facilities.
4. Development Standards
- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).
 - b. Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
 - Building Front-4'
 - Building Side-0' if attached to adjacent building, 4' if free standing
 - Building Side from ROW on corner lot-20'
 - Rear-20'
 - c. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
 - d. Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60' in height without special review and up to 75' in height with Special Review. Distance to nearest residential area – 50 feet.

F. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Free standing light fixtures 14' and under.

3. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	20 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or
 - ii) shall be governed by the applicable building code.
- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

G. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks.
- d. Community Gardens.
- e. Drainage Facilities.
- f. Picnic shelters.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	15 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of
 - i) twenty (20) feet or

ii) shall be governed by the applicable building code.

- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty five (45) feet.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

Sales and Marketing Center

A Sales and Marketing Center may be located in any Planning Area. Eventually the Sales and Marketing Center may be converted to a Community Center or if designed as a private home (with a temporary use as a sales and marketing center) to a for-sale home. While section III.A.2.g of this PD Guide permits facilities anticipated with the future Community Center, the Sales and Marketing Center is a use that will be permitted by right.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Anthology North Amendment 1, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the "ANTHOLOGY NORTH Amendment 1 DEVELOPMENT PLAN AND GUIDE" by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 1:

Prepare and submit a base map consistent with Section 13.07.060(g)(9) of the Code. The map shall be at a scale of 1"= 100' illustrating the Planning Area limits for Planning Area 15, existing topography, existing utility easements, natural features including steep slopes and 100-year floodplain, as well as adjacent Planning Areas.

The attached document is a base map depicting all of Planning Area 15. The floodplain is to the north of the commercial area and it is not anticipated to be impacted, to the east in the remaining portion of PA-15 (PA-15B), the existing floodplain does dip slightly into PA-15B, the floodplain will remain undisturbed in the ultimate design.

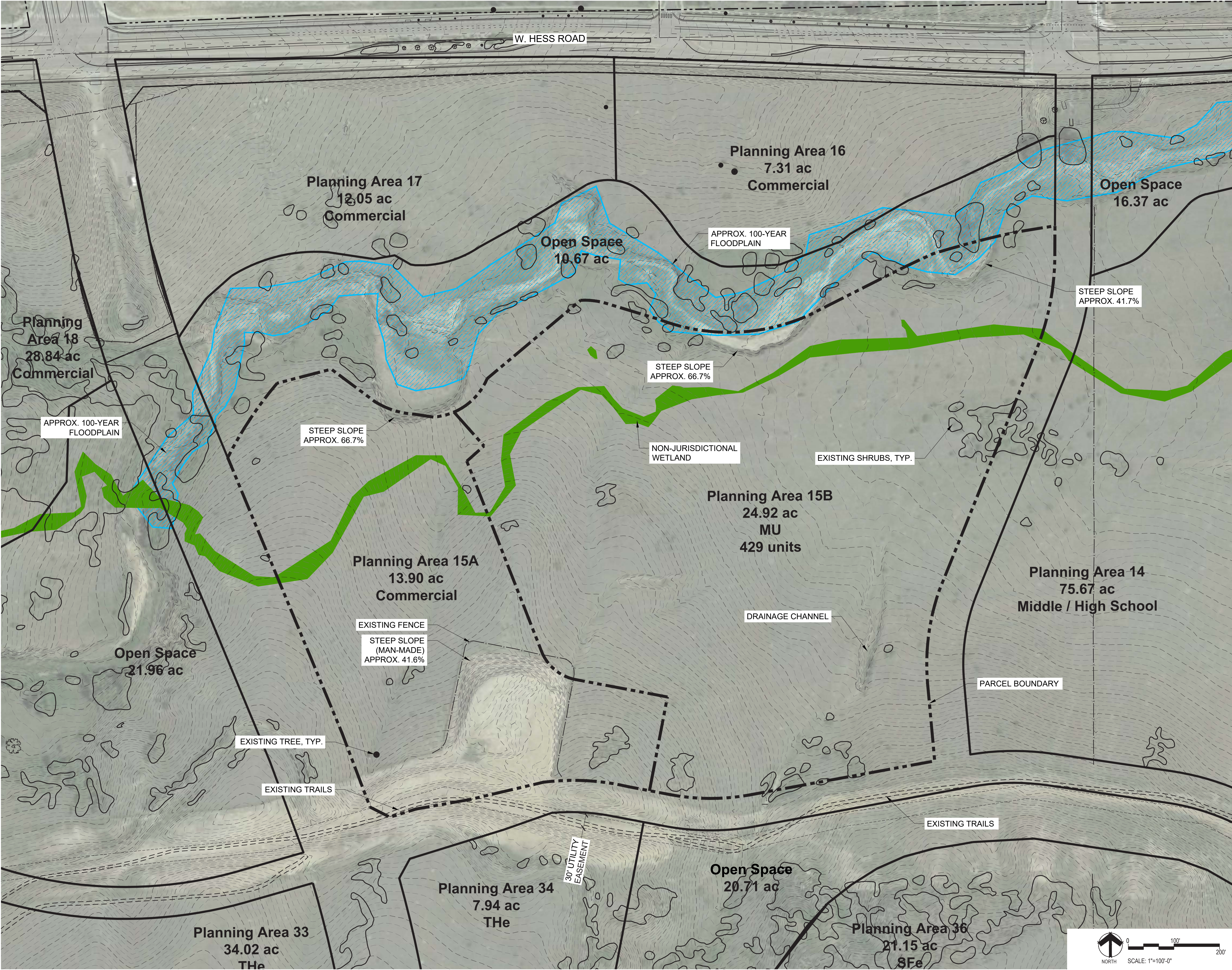
The natural topography is gentle and conducive for the proposed uses. There is an existing 30' utility easement that clips the southwest portion of PA-15A, but it will not have an impact on the ultimate design. There is very limited vegetation on the property.

The design team's ecological consultant has identified what is likely a non-jurisdictional wetland running on the slope of the property, the location is very unusual and our consultant is researching the area further.

The ecological consultant has not identified this area as a habitat for the Prebles Meadow Jumping Mouse.

LEGEND

- PARCEL BOUNDARY
- PLANNING AREA BOUNDARY
- - - EASEMENT
- - - 5' MAJOR CONTOUR
- - - 1' MINOR CONTOUR
- APPROXIMATE 100-YEAR FLOODPLAIN (NOT DEFINED BY SURVEY)
- NON-JURISDICTIONAL WETLAND (DEVELOPABLE)
- EXISTING VEGETATION



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REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 1 - Base Map

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2020-9-25

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OF **8**

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 2:

Prepare and submit a development envelope map consistent with Section 13.07.060(g)(10) of the Code illustrating the future upland developable area(s) for Planning Area 15 located outside of areas unsuitable for development, such as 100-year floodplain, steep slopes and utility corridors/easements.

The attached document is a base map depicting the development envelope for Planning Area 15. Similar to the base map from Task 1 - the floodplain is to the north of the commercial area and it is not anticipated to be impacted, to the east in the remaining portion of PA-15 (PA-15B), the existing floodplain does dip slightly into PA-15B, the floodplain will remain undisturbed in the ultimate design.

The natural topography is gentle and conducive for the proposed uses. There is an existing 30' utility easement that clips the southwest portion of PA-15A, but it will not have an impact on the ultimate design. There is very limited vegetation on the property.

The design team's ecological consultant has identified what is likely a non-jurisdictional wetland running on the slope of the property, the location is very unusual and our consultant is researching the area further.

LEGEND

PARCEL BOUNDARY

EASEMENT

5' MAJOR CONTOUR

1' MINOR CONTOUR

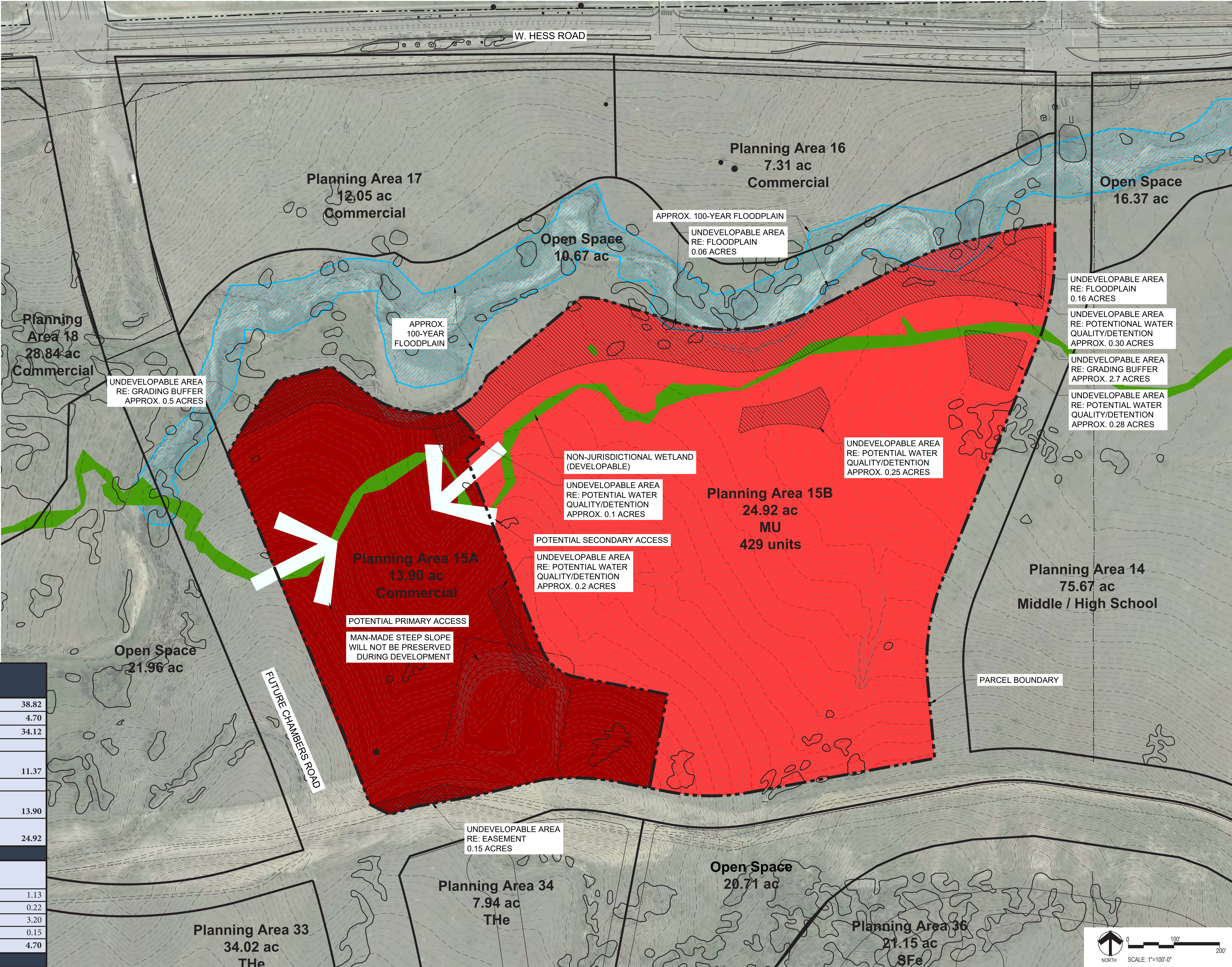
APPROXIMATE 100-YEAR FLOODPLAIN (NOT DEFINED BY SURVEY)

NON-JURISDICTIONAL WETLAND (DEVELOPABLE)

EXISTING VEGETATION

UNDEVELOPABLE AREAS

PLANNING AREA 15 DEVELOPABLE AREA	
GROSS TOTAL ACREAGE	38.82
UNDEVELOPABLE AREAS	4.70
DEVELOPABLE ACREAGE	34.12
MINIMUM COMMERCIAL AREA (1/3 OF DEVELOPABLE ACREAGE)	11.37
PROVIDED ACREAGE FOR 15-A (COMMERCIAL AREA)	13.90
PROVIDED ACREAGE FOR 15-B (MIXED-USE / RESIDENTIAL AREA)	24.92
UNDEVELOPABLE AREAS	
DETENTION	1.13
100-YR FLOODPLAIN	0.22
GRADING BUFFER ZONE	3.20
EXISTING EASEMENT	0.15
TOTAL	4.70



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NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15

Task 2 - Development Envelope Map

DRAWN BY: CGR

DESIGNED BY: JP

SUBMITTED ON: 2020-9-25

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ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

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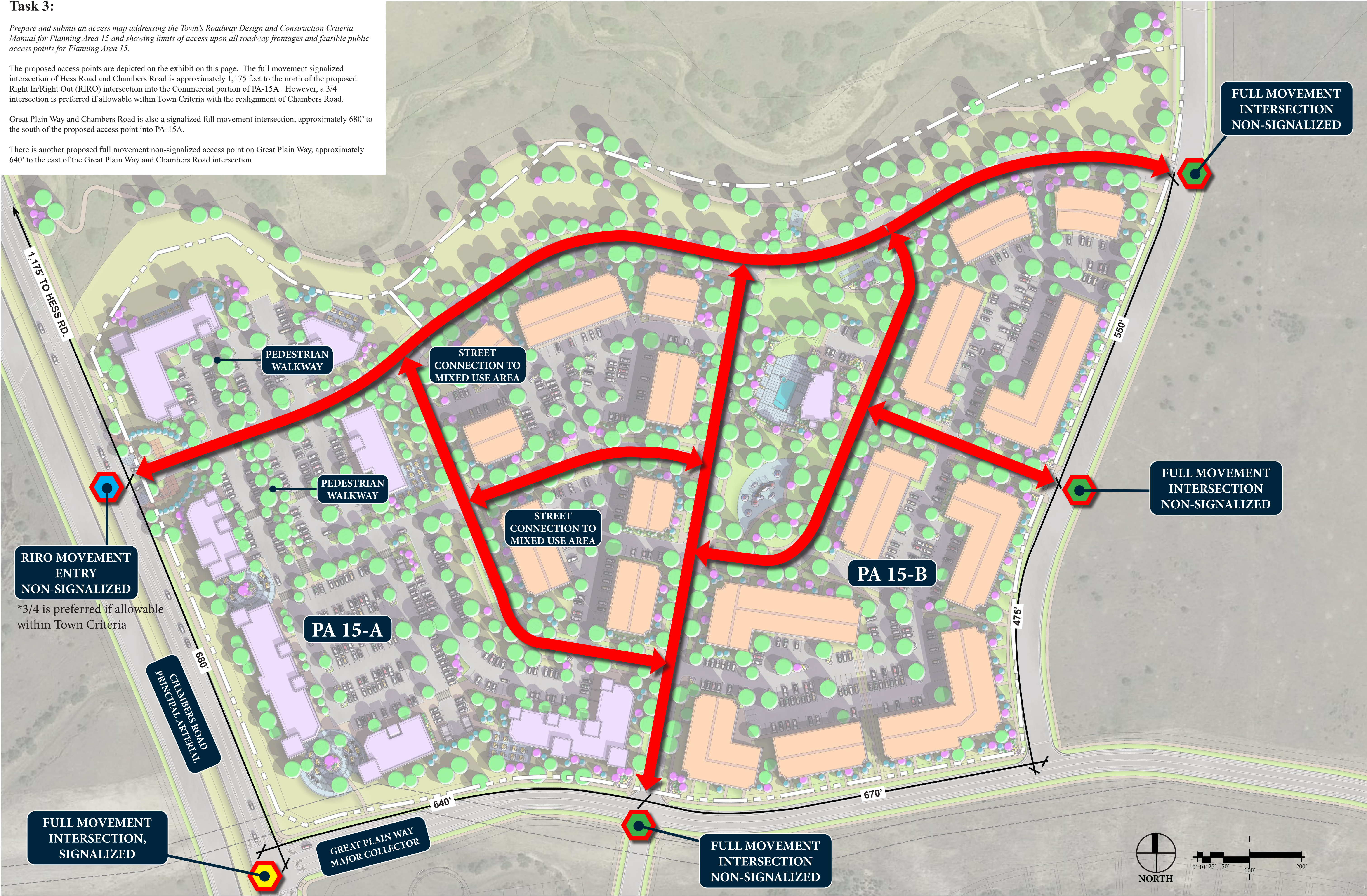
Task 3:

Prepare and submit an access map addressing the Town's Roadway Design and Construction Criteria Manual for Planning Area 15 and showing limits of access upon all roadway frontages and feasible public access points for Planning Area 15.

The proposed access points are depicted on the exhibit on this page. The full movement signalized intersection of Hess Road and Chambers Road is approximately 1,175 feet to the north of the proposed Right In/Right Out (RIRO) intersection into the Commercial portion of PA-15A. However, a 3/4 intersection is preferred if allowable within Town Criteria with the realignment of Chambers Road.

Great Plain Way and Chambers Road is also a signalized full movement intersection, approximately 680' to the south of the proposed access point into PA-15A.

There is another proposed full movement non-signalized access point on Great Plain Way, approximately 640' to the east of the Great Plain Way and Chambers Road intersection.



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SHEET INFO:

ANTHOLOGY PA-15
Task 3 - Access Map

DRAWN BY: **CGR**
DESIGNED BY: **JP**
SUBMITTED ON: **2020-9-25**

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OF **8**

ANTHOLOGY PA-15

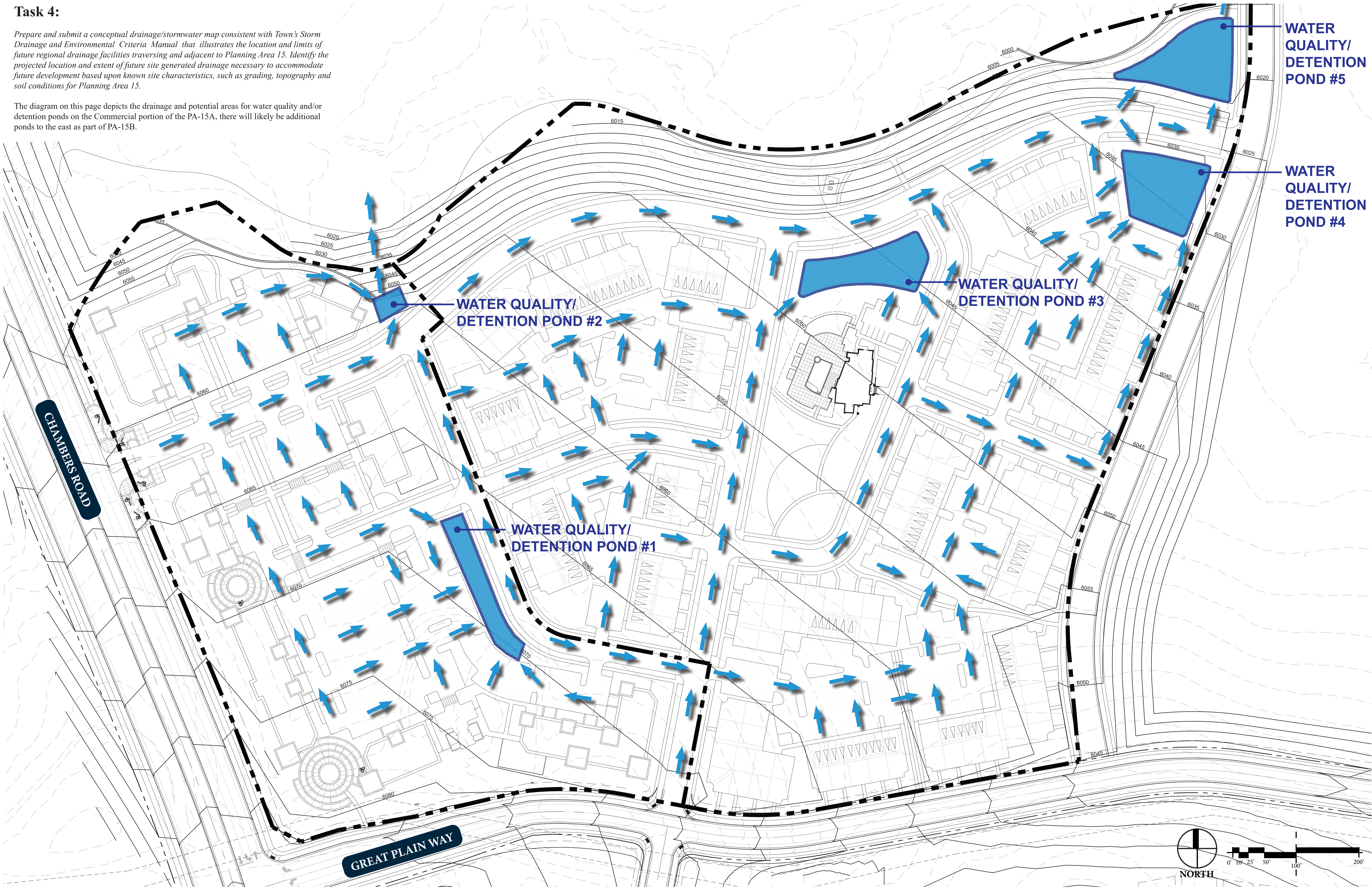
PARTIAL WAIVER INFORMATION

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Task 4:

Prepare and submit a conceptual drainage/stormwater map consistent with Town's Storm Drainage and Environmental Criteria Manual that illustrates the location and limits of future regional drainage facilities traversing and adjacent to Planning Area 15. Identify the projected location and extent of future site generated drainage necessary to accommodate future development based upon known site characteristics, such as grading, topography and soil conditions for Planning Area 15.

The diagram on this page depicts the drainage and potential areas for water quality and/or detention ponds on the Commercial portion of the PA-15A, there will likely be additional ponds to the east as part of PA-15B.



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NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 4 - Conceptual Drainage /
Stormwater Map

DRAWN BY:
CGR
DESIGNED BY:
JP

SUBMITTED ON:
2020-9-25

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OF **8**

ANTHOLOGY PA-15

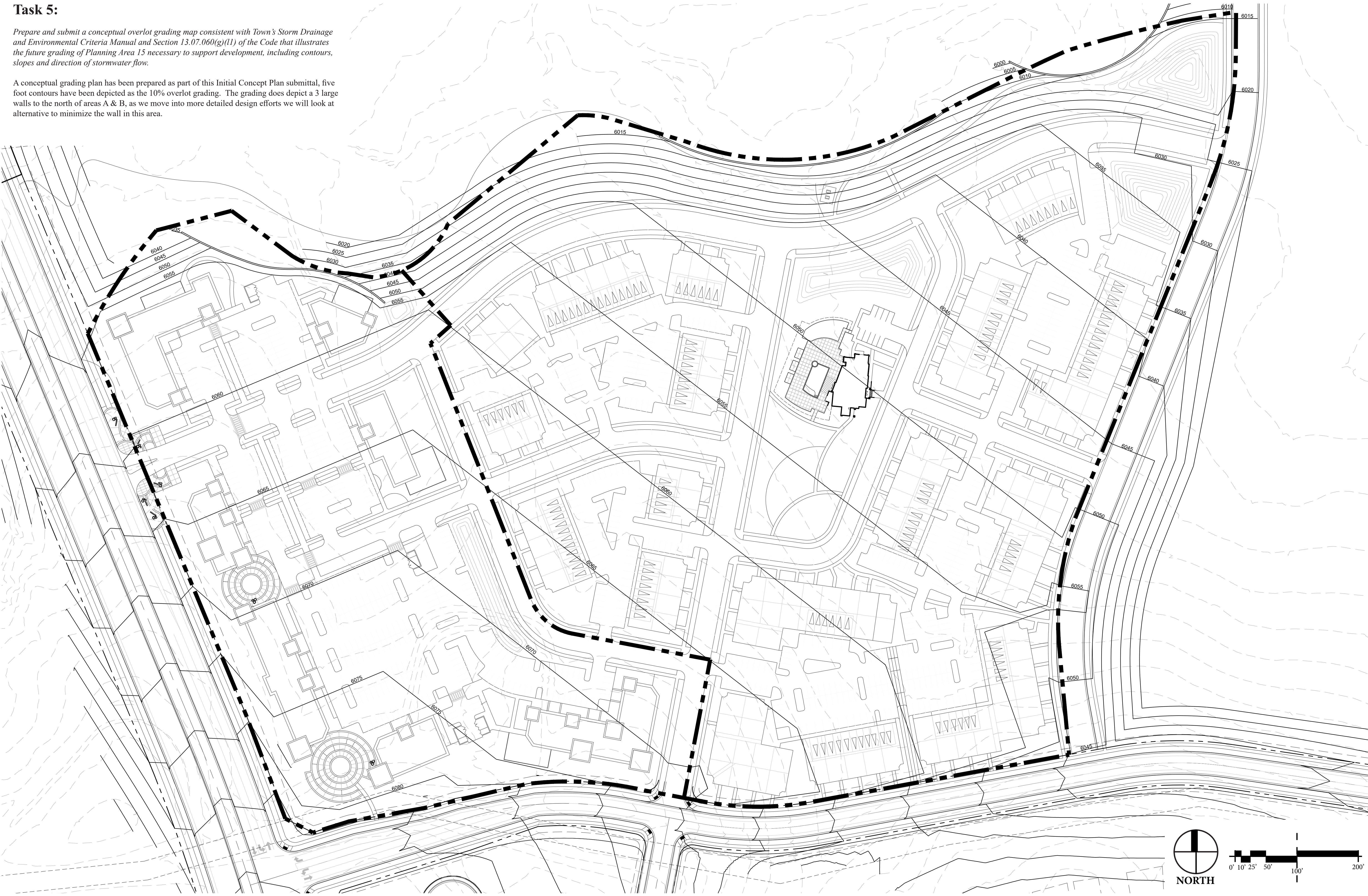
PARTIAL WAIVER INFORMATION

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Task 5:

Prepare and submit a conceptual overlot grading map consistent with Town's Storm Drainage and Environmental Criteria Manual and Section 13.07.060(g)(11) of the Code that illustrates the future grading of Planning Area 15 necessary to support development, including contours, slopes and direction of stormwater flow.

A conceptual grading plan has been prepared as part of this Initial Concept Plan submittal, five foot contours have been depicted as the 10% overlot grading. The grading does depict a 3 large walls to the north of areas A & B, as we move into more detailed design efforts we will look at alternative to minimize the wall in this area.



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NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO:

ANTHOLOGY PA-15
Task 5 - Overlot Grading

DRAWN BY:

CGR

DESIGNED BY:

JP

SUBMITTED ON:

2020-9-25

5
OF **8**

ANTHOLOGY PA-15
PARTIAL WAIVER INFORMATION

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Task 6:

The Concept Plan will incorporate the results of Tasks 1 through 5 illustrating the existing conditions affecting future development, projected development envelope, roadway access points, drainage/ stormwater limits and overlot grading for Planning Area 15. The Concept Plan shall serve as the basis for evaluation of the appropriate location for the required commercial use upon a minimum one-third (1/3) of the developable land within Planning Area 15.

At this early stage the Initial Concept Plan has incorporated as much of this information as possible, we have depicted a commercial layout that we believe is marketable and incorporates 1/3rd of the overall developable area of PA-15. We have proposed to create two planning areas within PA-15, A is the Commercial Area and B will be the balance as Mixed Use. This exhibit depicts the development area, roadway access points, incorporates areas for potential detention areas, and has been overlot graded.

NOTE: At the time of development Planning Area 15 shall be designed and evaluated to meet the Development Design Standards.



PLANNING AREA 15 DEVELOPABLE AREA	
GROSS TOTAL ACREAGE	38.82
UNDEVELOPABLE AREAS	4.70
DEVELOPABLE ACREAGE	34.12
MINIMUM COMMERCIAL AREA (1/3 OF DEVELOPABLE ACREAGE)	11.37
PROVIDED ACREAGE FOR 15-A (COMMERCIAL AREA)	13.90
PROVIDED ACREAGE FOR 15-B (MIXED-USE / RESIDENTIAL AREA)	24.92
UNDEVELOPABLE AREAS	
DETENTION	1.13
100-YR FLOODPLAIN	0.22
GRADING BUFFER ZONE	3.20
EXISTING EASEMENT	0.15
TOTAL	4.70

PLANNING AREA 15-A					
BLDG	GROSS SQ.FT.	ANTICIPATED NLA	POTENTIAL USE	PARKING SPACES PER NLA	PARKING PROVIDED
A	26,700	21,894	INLINE, OFFICE, QSR	3.5	77
B	5,300	4,240	RESTAURANT	8.0	34
C	12,000	10,800	INLINE, OFFICE, QSR	3.5	38
D	13,500	12,150	INLINE, OFFICE	3.5	43
E	26,500	22,525	INLINE, OFFICE, QSR	3.5	79
F	7,500	6,000	RESTAURANT	8.0	48
G	15,500	12,920	INLINE, OFFICE, QSR	3.5	45
TOTALS	107,000	90,529		4.02	364
ANTICIPATES A SHARED USE PARKING AGREEMENT					

PLANNING AREA 15-B						
BLOCK	ACRES	# OF UNITS	PARKING SPACES PER UNITS	# OF INTERNAL PARKING	# OF STREET PARKING	PARKING PROVIDED
1	3.31	98	1.99	145	50	195
2	2.01	60	1.80	91	17	108
3A	1.89	53	1.79	78	17	95
3B	4.05	136	1.37	169	17	186
4	3.65	82	2.04	143	24	167
TOTALS	14.91	429	1.75	626	125	751
ANTICIPATES A SHARED USE PARKING AGREEMENT						

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ANTHOLOGY PA-15
Task 6 - Concept Plan

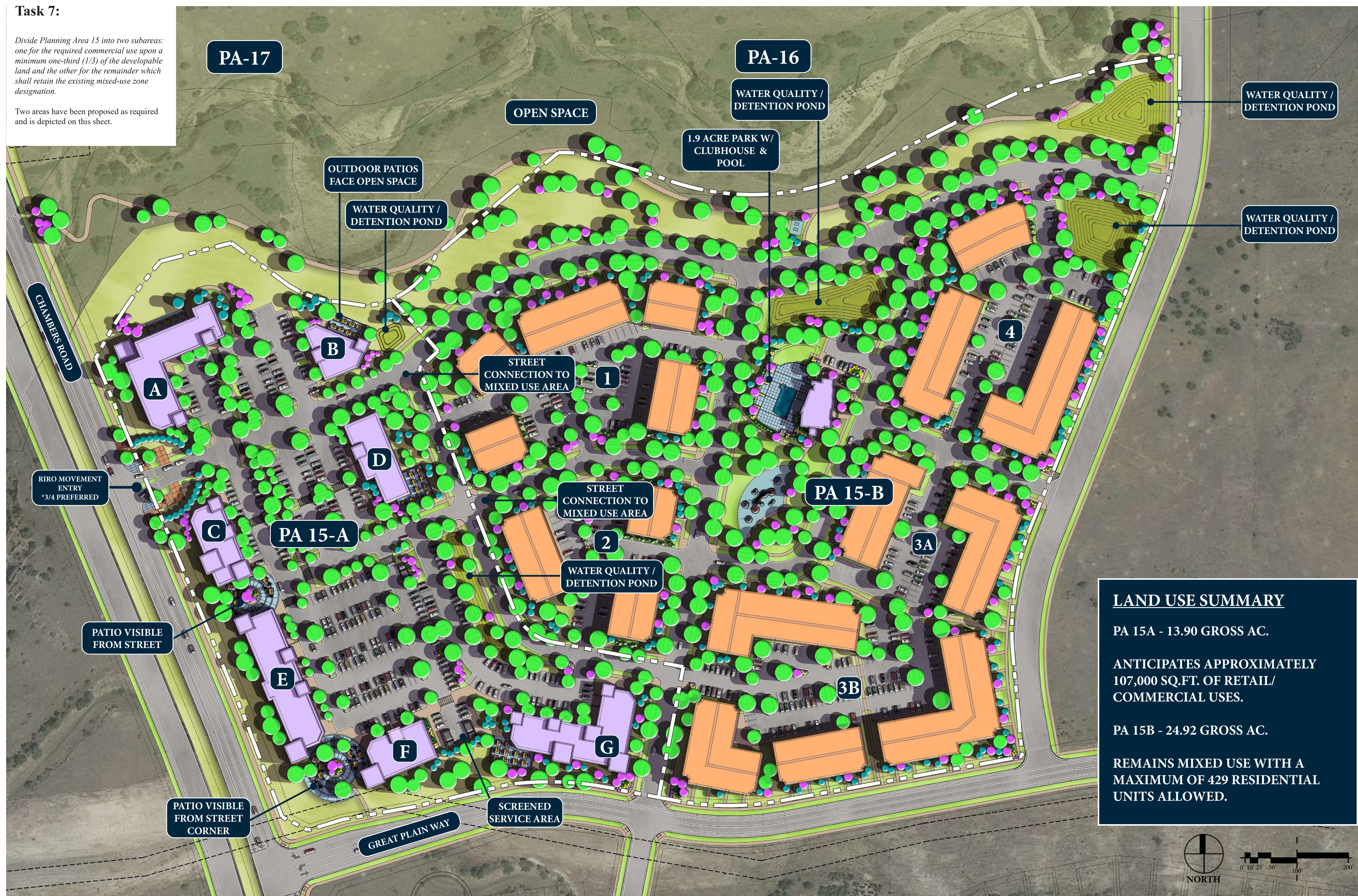
DRAWN BY:
CGR
DESIGNED BY:
JP
SUBMITTED ON:
2020-9-25

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OF 8

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

Divide Planning Area 15 into two subareas: one for the required commercial use upon a minimum one-third (1/3) of the developable land and the other for the remainder which shall retain the existing mixed-use zone designation.

Two areas have been proposed as required
and is depicted on this sheet.



PA 15A - 13.90 GROSS AC.

**ANTICIPATES APPROXIMATELY
107,000 SQ.FT. OF RETAIL/
COMMERCIAL USES.**

PA 15B - 24.92 GROSS AC.

**REMAINS MIXED USE WITH A
MAXIMUM OF 429 RESIDENTIAL
UNITS ALLOWED.**

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REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY

SHEET INFO

ANTHOLOGY PA-15

Task 7 - PA-15 Division

DRAWN BY:
CGR

DESIGNED BY:
JP

SUBMITTED ON:
2020-9-25

7
OF 8

ANTHOLOGY PA-15

PARTIAL WAIVER INFORMATION

Task 8:

Prepare and submit a table of permitted uses consistent with the existing commercial planning areas contained in the current Anthology North Development Plan and Guide and identify any requested revisions by addition, deletion or modification for Town approval.

A table of permitted uses is below as requested, we have not proposed any additions, deletions or modifications.

Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

- Grocery store
- Convenience retail shopping facilities, including but not limited to:
 - drug stores
 - liquor stores
 - convenience grocery
- Specialty retail including but not limited to:
 - art gallery
 - antiques
 - artisan shops
 - gift shop
 - pet shops
 - florists, plant stores, plant nurseries
 - book store
 - stationery stores
 - retail food specialty shops which sell food products not intended to be consumed on the premises
 - butcher shops
 - candy stores
 - bakeries
 - doughnut shops
 - dairy product shops
 - toy and game stores
 - battery and accessory stores
 - bicycle stores
 - music stores
 - sporting goods store
 - card and gift shop
 - tobacco shop
 - cosmetic store
- Hardware and building material stores
- General retail merchandise and apparel shops, including but not limited to:
 - junior department stores
 - craft and hobby stores
 - discount department stores
 - clothing stores
 - shoe stores
 - furniture stores, home furnishings
 - household appliance stores
 - floor covering, drapery and upholstery stores
 - electronics stores
 - cosmetic store;
 - accessory and specialty store
- Development Sales and Marketing Center

B. Eating and Drinking Establishments

- restaurants
- fast food, including drive-through
- ice cream parlors
- coffee shops
- delicatessens
- lounge, bar or microbrewery
- cafeteria

C. Personal Services

- Convenience service establishments, including but not limited to:
 - barber shops and beauty salons
 - dry cleaners and laundries
 - photo studio
 - shoe repair shops

- watch or jewelry repair
 - travel agency
- day care centers, nursery school
 - health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- indoor movie theaters
- performance arts
- bowling alleys
- skating rinks (both ice and roller)
- pool halls
- arcade amusement centers

E. General Office and Professional Services

- business and professional offices
- medical and dental offices and clinics
- banks and other financial service establishments, with or without drive-through facilities
- electronic funds transfer facilities
- printing and publishing offices
- radio and television offices and/or studios
- mortuaries

F. Lodging

- hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- bed and breakfast

G. Motor Vehicle

- gasoline stations
- auto repair centers
- tire sales and service
- auto parts stores
- car wash

H. General Government or Health Services

- fire stations
- police department substations
- transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

- Age Restricted Dwellings.
- Duplex, Tri-Plex, and Four-Plex Dwelling Units.
- Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- Independent Living Dwellings.
- Assisted Living Dwellings.
- A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- Attached or detached private garages, structured parking.
- Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- Open Space.
- Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

- Group Care Facilities.
- Automobile and motor vehicle sales, leasing, rental and/or service.
- Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

- Child Care Centers.
- Small animal veterinary clinics with no outside facilities.
- Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).

- Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.

- Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:

Building front– 4 feet
Building side– 0 feet
Building rear– 20 feet
Distance to nearest residential use – 25 feet

- Building Setback: Residential
Building Front – 4’ (Principal Building)
– 5’ or less or 18’ or greater to garage face Building Sides - 4’ from ROW on corner lot
Building Sides - 0’ from other property lines & lots with common walls
Building Rear - 4’ from alley
Building Rear - 0’ from other property lines* Building Separation – 6’

- Building Separation. Commercial buildings can have a 0’ separation.

- Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45’ in height without special review and up to 60’ in height with Special Review.

- battery and accessory stores
 - bicycle stores
 - music stores
 - sporting goods store
 - card and gift shop
 - tobacco shop
 - cosmetic store
- Hardware and building material stores
 - General retail merchandise and apparel shops, including but not limited to:
 - junior department stores
 - craft and hobby stores
 - discount department stores
 - clothing stores
 - shoe stores
 - furniture stores, home furnishings
 - household appliance stores
 - floor covering, drapery and upholstery stores
 - electronics stores
 - cosmetic store;
 - accessory and specialty store
 - Development Sales and Marketing Center

B. Eating and Drinking Establishments

- restaurants
- fast food, including drive-through
- ice cream parlors
- coffee shops
- delicatessens
- lounge, bar or microbrewery
- cafeteria

C. Personal Services

- Convenience service establishments, including but not limited to:
 - barber shops and beauty salons
 - dry cleaners and laundries
 - photo studio
 - shoe repair shops
 - watch or jewelry repair
 - travel agency
- day care centers, nursery school
- health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- indoor movie theaters
- performance arts
- bowling alleys
- skating rinks (both ice and roller)
- pool halls
- arcade amusement centers

E. General Office and Professional Services

- business and professional offices
- medical and dental offices and clinics
- banks and other financial service establishments, with or without drive-through facilities
- electronic funds transfer facilities
- printing and publishing offices
- radio and television offices and/or studios
- mortuaries

F. Lodging

- hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- bed and breakfast

G. Motor Vehicle

- gasoline stations
- auto repair centers
- tire sales and service
- auto parts stores
- car wash

H. General Government or Health Services

- fire stations
- police department substations
- transit facilities

I. Institution of Higher Education

I. Vocational Trade School

K. Structured Parking

3. Uses Permitted by Special Review

- Automobile and motor vehicle sales, leasing, rental and/or

NOTE: The information provided in the Anthology Partial Waiver PA-15 Document is conceptual in nature and has been prepared with the sole intent of depicting a potential design solution for PA-15. It is not intended to convey a final design solution and is for illustrative purposes only.

- service.
- Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- Small animal veterinary clinics with no outside facilities.

4. Development Standards

- Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).

- Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
Building Front-4’
Building Side-0’ if attached to adjacent building, 4’ if free standing Building Side from ROW on corner lot-20’ Rear-20’

- Building Separation. The minimum building or structure separation shall be the greater of:
 - ten (10) feet or
 - shall be governed by the applicable building code.

- Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60’ in height without special review and up to 75’ in height with Special Review. Distance to nearest residential area – 50 feet.

PREPARED FOR:

E5x
MANAGEMENT INC.
E5X Management
7353 South Alton Way,
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ENGINEERING:

CVL
CONSULTANTS
CVL Consultants of
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Suite 240
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LAND PLANNING:


www.pcsgroupco.com
PCS Group, Inc.
200 Kalamath Street,
Denver, CO - 80233

REVISIONS:

NO.	REVISION DESCRIPTION	DATE	BY		

SHEET INFO:

ANTHOLOGY PA-15
Task 8 - Table of Permitted Uses

DRAWN BY:

CGR
DESIGNED BY:
JP

SUBMITTED ON:
2020-9-25

8
OF **8**



ANTHOLOGY

PARKS, TRAILS & OPEN SPACE
MASTER PLAN

ANTHOLOGY

PARKS, TRAILS & OPEN SPACE MASTER PLAN

The following master plan and design guidelines establish a hierarchy of the landscape design principles for Anthology and its surrounding roadways. Careful attention is given to creating an appropriate and appealing landscape design that complements and enhances the overall character of Anthology. All landscape plans, streetscape plans, and graphic designs regarding community identity, neighborhood identity, or entry monumentation shall conform to the guidelines as set forth herein and will be subject to review and approval by the Town of Parker.



ABOUT ANTHOLOGY



PROJECT INTENT

OPEN SPACE & LANDSCAPE THEME

The open space network preserves many of the riparian areas, creates neighborhood edges, and connects the individual neighborhoods with trail systems. A majority of the system also provides passive recreation opportunities that incorporate a variety of trail connections, including portions of the regional trail network. A centrally located Community Park provides active and passive recreational uses for the larger community of Parker.

Organic forms and natural plantings will be contrasted with clearly man-made elements and plantings as a way to highlight the natural landscape treatments throughout Anthology.

The residential neighborhoods throughout Anthology have been designed to respect the natural terrain of this unique Colorado landscape.

OUR TEAM



OWNER/DEVELOPER

E5X MANAGEMENT, INC

7353 South Alton Way
Centennial, CO 80112



PLANNER/LANDSCAPE ARCHITECTURE

PCS GROUP, INC

200 Kalamath Street,
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ENGINEERING

CVL, INC - MULLER ENGINEERING

CVL Consultants

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Muller Engineering

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Lakewood, CO 80226

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- SEGMENT ONE COMMUNITY PARK
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THE COMMUNITY



THE EXPERIENCE

CREATING A COMMUNITY

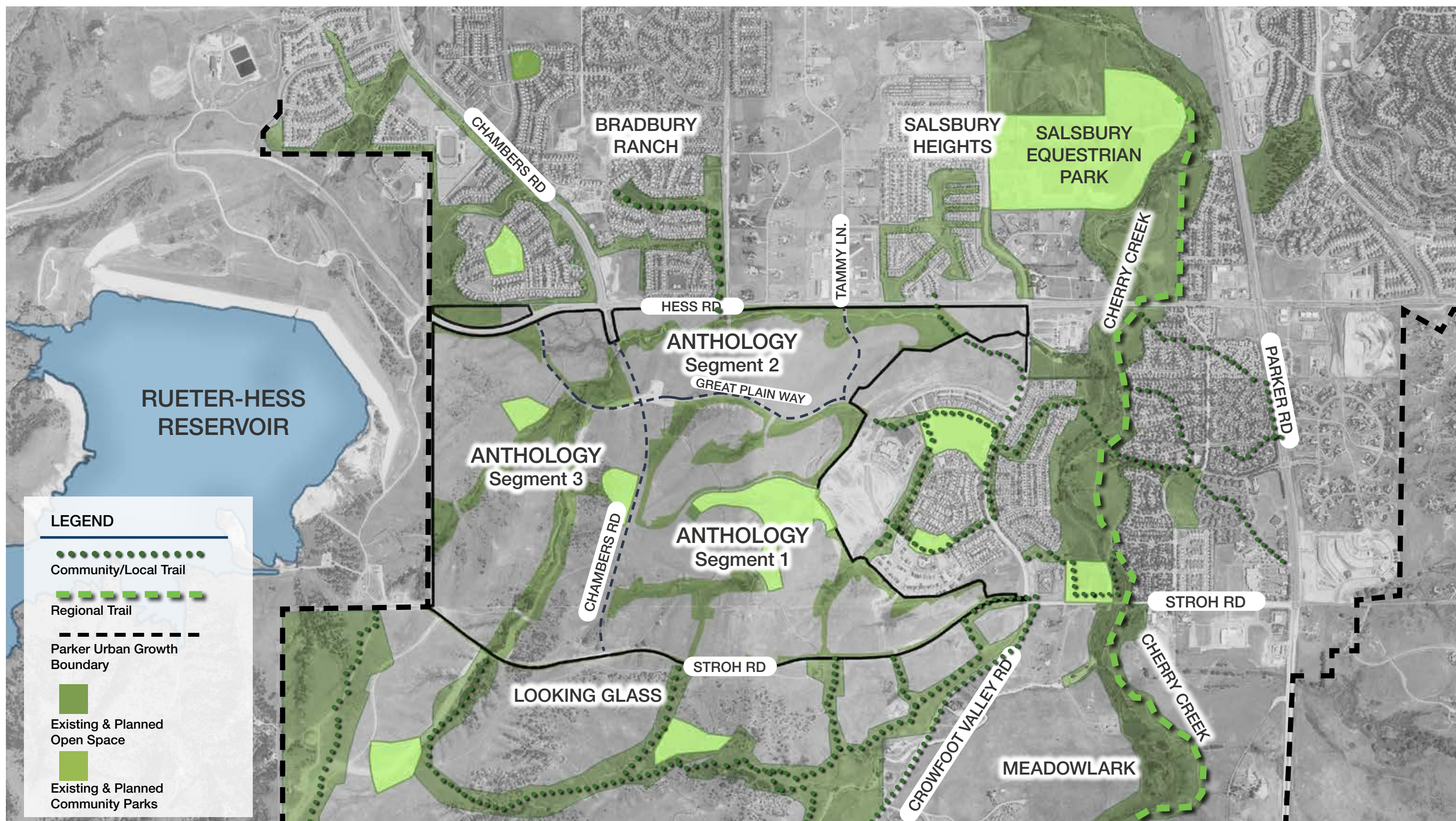
PROJECT CHANGES

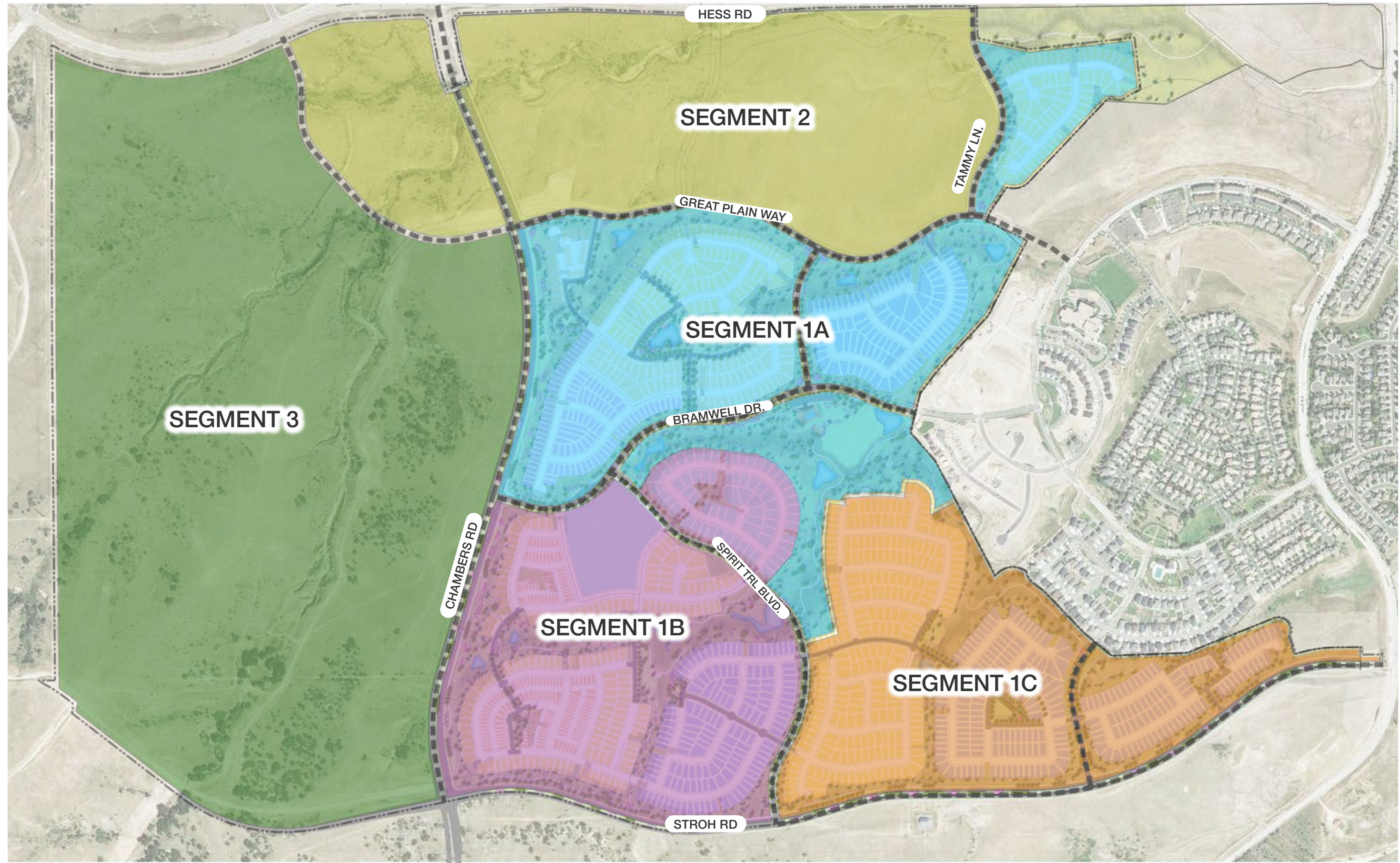
As a part of refining the project layout to respect the natural drainages we are proposing an amendment to the existing PD. There are significant benefits to modifying the layout including maintaining as much natural vegetation within the corridors as possible, a far more natural approach to controlling drainage on the property, and overall an increase in the amount of open space on the property.

SPECIFIC REVISIONS

- **East-West Drainages** in general the natural drainages run more east and west than north and south, the PD has been updated to reflect this natural condition.
- **Road Alignments** have been revised to reflect the drainages, and provide more visibility to the Community Park.
- **Open Space** has been increased substantially with these revisions.

Vicinity/Existing Conditions Map





PD AMENDMENT

PRIMARY FOCUS AREA

This PD Amendment is primarily focused on Segment 1 of the overall Anthology PD. Segment 1 is broken into A, B, and C. The primary purpose of the Amendment is to bring the property into compliance with Dendritic planning principles.



PROPOSED PD

Planning Area	PROPOSED					Gross Density
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	
PA-13	SFe	17.56	4.5	16.94	71	4.04
PA-34	THe	7.94	14.0	5.95	53	6.68
PA-35	THe	15.30	14.0	15.30	104	6.80
PA-36	SFe	21.17	6.0	21.17	96	4.53
PA-37	SFe	22.09	6.0	21.62	103	4.66
PA-38	SFd	15.84	4.5	15.43	69	4.36
PA-39	School	12.96	-	11.98	-	
PA-40	SFe	18.39	6.0	15.65	84	4.57
PA-41	SFd	9.60	4.5	8.99	36	3.75
PA-42	SFd	20.77	4.5	19.73	70	3.37
PA-43	Park	34.00	-	31.55	-	
PA-44	THe	33.37	14.0	32.02	213	6.38
PA-45	SFe	30.65	6.0	29.70	152	4.96
PA-46	SFe	27.69	6.0	27.58	138	4.98
PA-47	SFd	25.72	4.5	24.64	111	4.32
PA-48	SFe	30.22	6.0	29.44	140	4.63
PA-49	SFe	18.41	6.0	17.85	92	5.00
		361.68		345.54	1,532	

PREVIOUS PD

Planning Area	PREVIOUS					Gross Density
	Land Use	Gross Acres	Max Density	Net Area	DU (shown on plan)	
PA-13	SFe	18.57	6.0	17.14	92	4.95
PA-34	THe	10.39	6.0	6.76	45	4.33
PA-35	SFd	31.49	4.5	25.01	112	3.56
PA-36	SFd	29.99	4.5	28.37	118	3.93
PA-37	SFd	15.16	4.5	13.94	51	3.36
PA-38	SFe	21.00	6.0	19.01	84	4.00
PA-39	School	12.00	-	10.76	-	
PA-40	THe	36.60	6.0	27.12	184	5.03
PA-41	SFd	34.06	4.5	33.29	137	4.02
PA-42	SFd	19.13	4.5	17.95	83	4.34
PA-43	Park	31.86	-	31.09	-	
PA-44	THe	39.04	6.0	36.91	155	3.97
PA-45	SFe	21.53	6.0	18.70	84	3.90
PA-46	SFd	30.87	4.5	30.49	105	
PA-47	SFe	32.22	6.0	28.84	128	3.97
PA-48	SFe	13.48	6.0	11.07	54	4.01
PA-49	THe	13.38	14.0	11.95	100	7.47
TOTAL		410.77		368.40	1,532	



- NOTES:
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.

ANTHOLOGY DEVELOPMENT CHART						
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	SFd	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SFe	17.56	6.00	16.91	71
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THe	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THe	30.14	14.00	27.44	122
	Pa - 24 & 26	SFd	44.33	4.50	42.58	149
	Pa - 25	SFd	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	SFd	15.29	4.50	14.69	50
	Pa - 29 & 30	THe	38.34	14.00	35.55	155
	Pa - 31	THe	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THe	34.02	14.00	31.24	136
	Pa - 34	THe	7.94	14.00	5.95	53
	Pa - 35	THe	15.30	14.00	15.3	104
	Pa - 36	SFe	21.17	6.00	21.17	96
	Pa - 37	SFe	22.09	6.00	21.62	103
	Pa - 38	SFd	15.84	4.50	15.44	69
	Pa - 39	School	12.96	-	11.98	-
	Pa - 40	SFe	18.39	6.00	15.65	84
	Pa - 41	SFd	9.60	4.50	8.99	36
	Pa - 42	SFd	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THe	33.37	14.00	32.02	213
	Pa - 45	SFe	30.65	6.00	29.70	152
	Pa - 46	SFe	27.83	6.00	27.72	138
	Pa - 47	SFd	25.73	4.50	24.64	111
	Pa - 48	SFe	30.22	6.00	29.44	140
	Pa - 49	SFe	18.41	6.00	17.85	92
	Subtotal		921.94	-	868.42	3,305

	LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
	MU	27.81	-	25.96	429
	Residential	663.50	-	631.59	2,876
	Open Space	285.96	-	243.80	-
	Parks	49.95	-	46.02	-
	Schools	100.69	-	94.32	-
	Fire Station	4.13	-	3.00	-
	Commercial	75.83	-	67.53	-
	TOTALS	1207.9	-	1,112.22	3,305
	SFe Total	186.32	6.00	180.06	876
	SFd Total	219.36	4.50	210.76	822
	THe Total	257.82	14.00	240.77	1,178
	MU Total	27.81	22.00	25.96	429
	TOTALS	691.31	-	657.55	3,305

All Plans and Images are for illustrative purposes and are not intended to depict final designs.

OPEN SPACE & TRAILS

TECHNIQUE

An important element of ANTHOLOGY is the provision of recreation and open space to enhance the quality of living for residents of the community. The Open Space and Recreation Concept Plan, as illustrated on Page 14, has been created to retain and enhance the natural character of ANTHOLOGY through the provision of parks, trail corridors, a private recreation center and open space.

The Open Space and Recreation Plan calls for an interconnected system that consists of a series of pedestrian-friendly trail corridors providing linkages to the larger community park, school site, neighborhood parks, private recreation center, and passive uses in usable detention basin facilities.

Individual components of the Open Space and Recreation Plan are discussed and graphically depicted in greater detail on the following pages. Concept plans of the open space and recreation areas are provided to present initial designs and amenities that should be included in future design proposals.



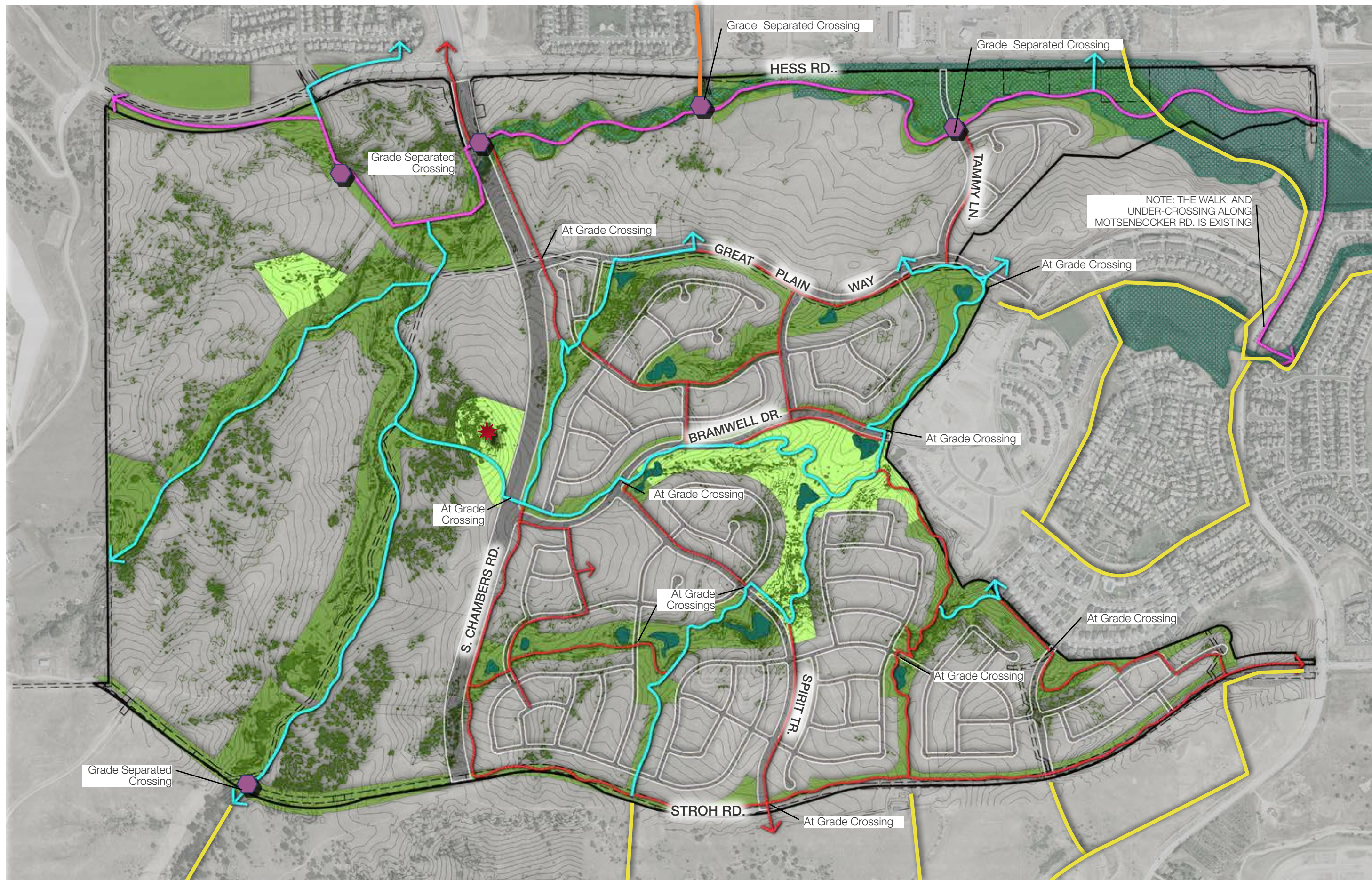
DESIGN TEAM

PCS GROUP, INC - LANDSCAPE ARCHITECTURE

MULLER ENGINEERING - DRAINAGE ENGINEER

CVL CONSULTANTS - SITE CIVIL ENGINEER





TRAIL CONNECTIVITY

LEGEND

Regional Trail

10' min. multi-use trail

Note: Trails shall be designed with a minimum thickness of six (6) inches of CDOT Class B or D Portland cement concrete



Community Trail

10' min. multi-use trail



Local Trail

6'-8' min. multi-use trail, unless part of a detached sidewalk



Adjacent Existing and Proposed Trails



Open Space



Community Parks



Existing Vegetation



Floodplain



Grade-separated Regional Trail crossing



High point

WE WORK WITH DRAINAGE...

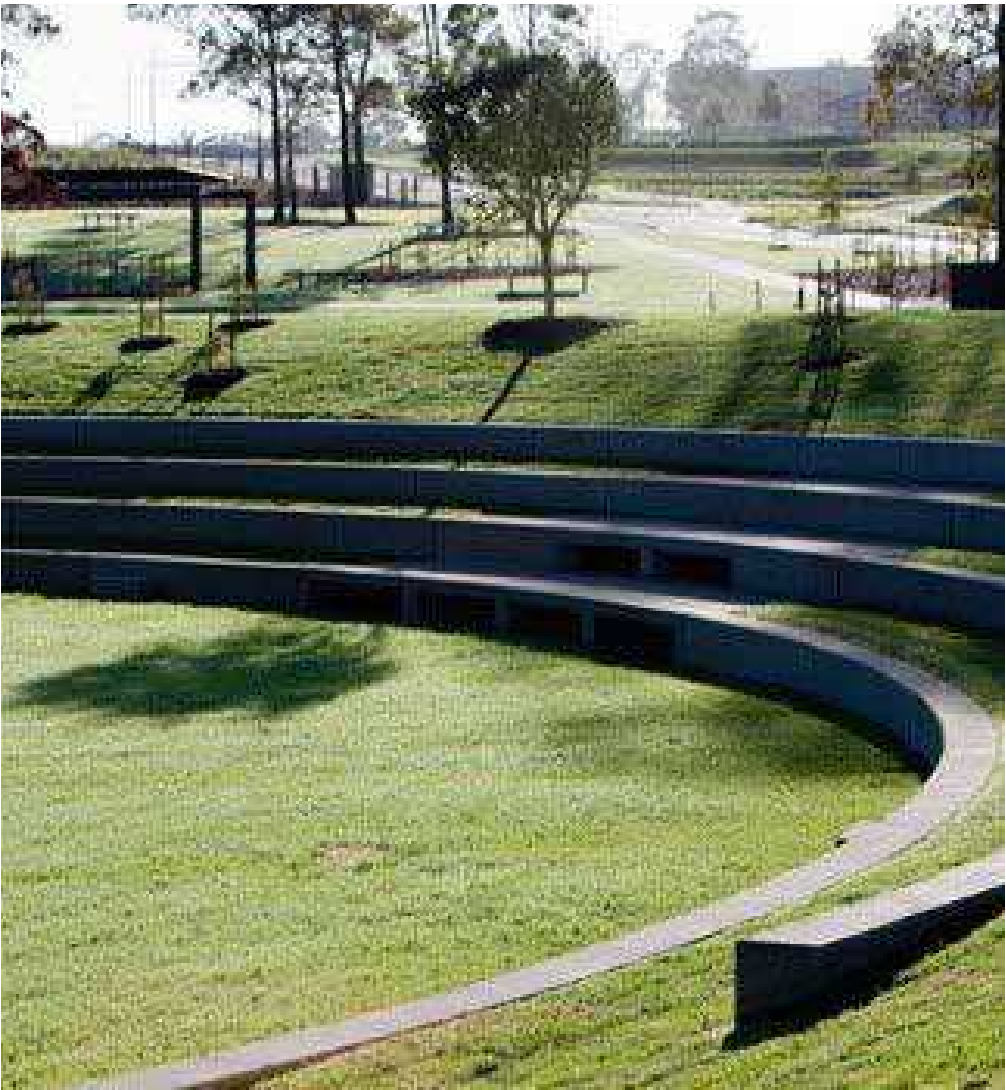
Detention basins are incorporated as part of the Anthology community's comprehensive open space system. The basins are designed and envisioned to serve as additional active and/or passive recreational spaces, as well as their function as drainage facilities.

The various configurations and design concepts envisioned for the detention basins are depicted on pages 24-31.

A special landscape treatment is provided between residential uses and detention basin. Low flow areas shall be included to provide for sustainable landscaping and passive recreation uses.



SEGMENT 1 OPEN SPACE



OPEN SPACE SUMMARY TABLE-SEGMENT 1

ANTHOLOGY SEGMENT 1- Open Space and Parks							
(Updated 10-09-2020)							
Planning Area	PREVIOUS PD			Planning Area	PROPOSED PD		
	Land Use	Gross Acres	Net Area		Land Use	Gross Acres	Net Area
PA-43	PARK	31.86	31.09	PA-43	PARK	34.00	31.55
SUB-TOTAL PARKS		31.86	31.09	SUB-TOTAL PARKS		34.00	31.55
OPEN SPACE				OPEN SPACE	OS 1	2.30	22.48
OPEN SPACE	OS 2	2.50	2.40	OPEN SPACE	OS 2	7.94	5.19
OPEN SPACE	OS 3	9.97	8.11	OPEN SPACE	OS 3	20.71	18.71
OPEN SPACE	OS 4	20.49	18.75	OPEN SPACE	OS 4	18.40	15.73
OPEN SPACE	OS 5	4.09	2.67	OPEN SPACE	OS 5	6.71	4.02
OPEN SPACE	OS 6	3.31	3.20	OPEN SPACE	OS 6	3.26	3.00
OPEN SPACE	OS 7	15.28	14.69	OPEN SPACE	OS 7	35.78	27.61
OPEN SPACE	OS 8	15.24	15.24	OPEN SPACE	OS 8	10.88	10.88
OPEN SPACE	OS 9	1.32	1.32	OPEN SPACE	OS 9	10.61	8.14
OPEN SPACE	OS 10	1.06	2.51	OPEN SPACE	OS10	10.42	8.14
SUB-TOTAL OPEN SPACE		73.26	68.89	SUB-TOTAL OPEN SPACE		127.01	123.90
TOTAL OS & PARKS		105.12	99.98	TOTAL OS & PARKS		161.01	155.45

NOTE: ALL OPEN SPACES TO BE MAINTAINED BY AN HOA OR METRO DISTRICT.

Segment 1 is showing a gross total of approximately +55 acres of Open Space/ Parks compared to the existing PD.



PARKS

DESCRIPTION

Parks present an opportunity for shared recreation and social activities between neighbors for ANTHOLOGY, fostering relationships and building a healthy community. The landscape design allocates spaces for these activities where passive and active recreation come together.

ANTHOLOGY park design encourages visibility to the parks, causing their activities to become an integral part of the community fabric.

This visibility makes it easy for nearby residents to look into park activities and view the social activity of the park as part of the everyday fabric of their lifestyle.

Parks within ANTHOLOGY will be designed to provide a wide variety of uses for the range of residents anticipated in the community.

An analysis of park elements has been prepared to identify special park features, and to ensure that the parks are not simply repetitive throughout the Anthology and Looking Glass communities.

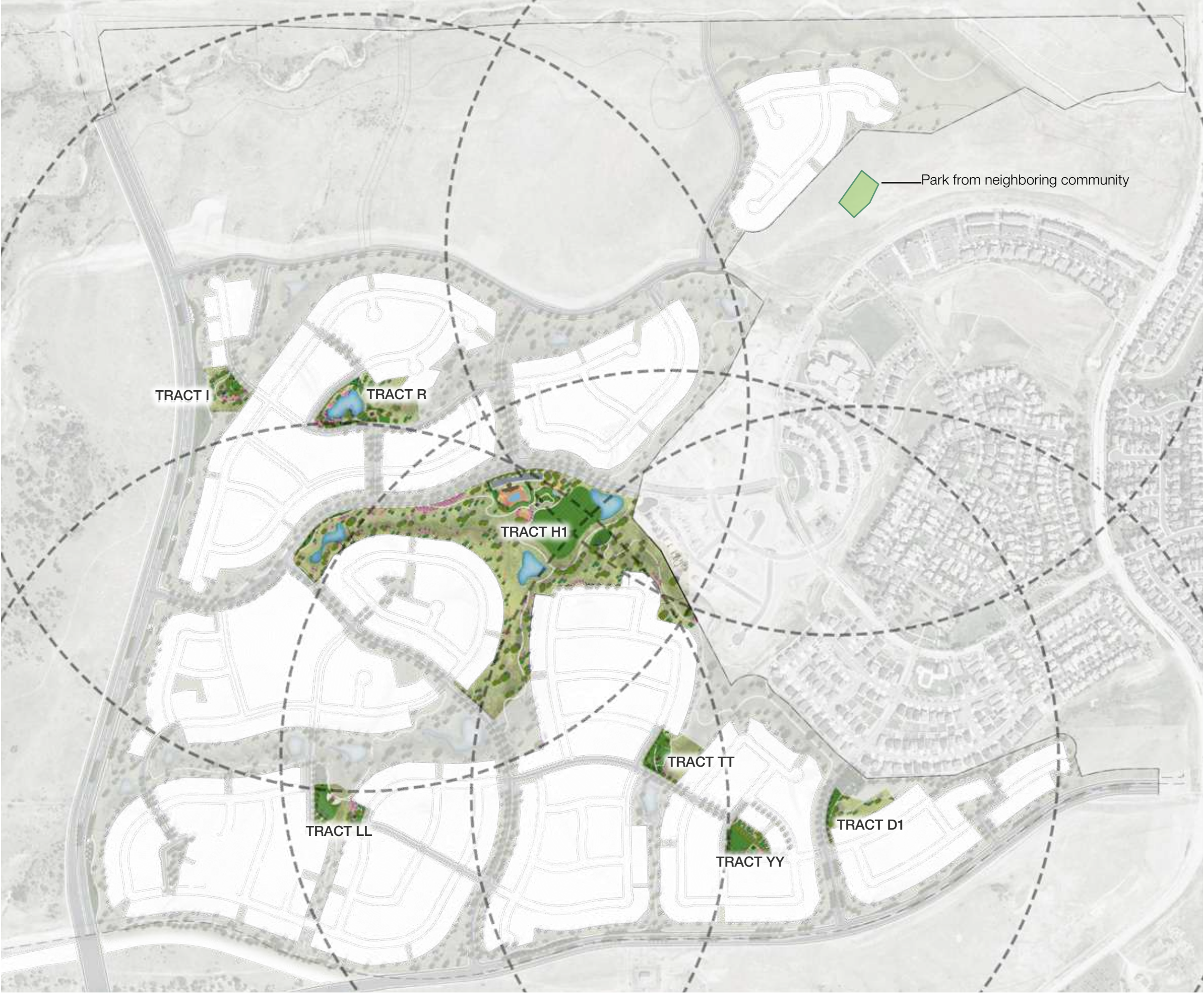


COMMUNITY PARK CONCEPT PLAN



PARKS

SEGMENT 1



SEGMENT 1 PARK SUMMARY CHART (with detention excluded)					
TRACT	NET AREA (in Acres)	GROSS AREA (in Acres)	USE	OWNERSHIP	MAINTENANCE
I	1.67	1.82	Neighborhood Park	HOA/District	HOA/District
R	4.16	4.98	Neighborhood Park	HOA/District	HOA/District
LL	2.32	2.64	Neighborhood Park	HOA/District	HOA/District
TT	2.06	2.43	Neighborhood Park	HOA/District	HOA/District
YY	1.28	1.67	Neighborhood Park	HOA/District	HOA/District
D1	3.14	3.57	Neighborhood Park	HOA/District	HOA/District
H1	30.7	33.15	Community Park	HOA/District	HOA/District
Total	45.33	50.26			

SEGMENT 1 EXCEEDS THE REQUIRED PARK SPACE FOR THE ANNEXATION AGREEMENT BY A TOTAL OF 2.92 GROSS ACRES. THERE WILL BE ADDITIONAL NEIGHBORHOOD PARKS LOCATED ON THE WEST SIDE OF THE PROPERTY.

*NEIGHBORHOOD PARK ACREAGE HAS BEEN REDUCED BY 9,138 SQ.FT. TO EXCLUDE THE DETENTION AREA.
*COMMUNITY PARK ACREAGE HAS BEEN REDUCED BY 37,028 SQ.FT. TO EXCLUDE THE DETENTION AREA.

At the discretion of the Town of Parker, the Community Park may be dedicated to the Town, and maintained by the Town. It is understood that the Swimming Pool area will not be owned or maintained by the Town of Parker.

----- 1/2 Mile Walking Distance (10 minute walk)



ANTHOLOGY-SEGMENT 1			
OVERALL PHASE ONE - PARKS AND OPEN SPACE DEDICATIONS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (GROSS AC)
TOTAL PARKS (SEG. 1)	MUNICIPAL CODE	36.08	50.26
*NEIGHBORHOOD PARKS (SEG. 1)			17.11
*COMMUNITY PARKS (SEG. 1)			33.15
***OPEN SPACE (OVERALL)	FROM APPROVED PD	241.78	313.80
DEDICATION REQUIREMENT			
SFD/DUPLEX	0.0239 acres/unit		
MULTI-FAMILY	0.0139 acres/unit		
PLANNING AREA	HOUSING TYPE	DU'S ANTICIPATED	TOTAL PARK REQUIRED
PA-13	SFD	71	1.70
PA-34	MULTI-FAMILY	53	0.74
PA-35	SFA	104	2.49
PA-36	SFD	96	2.29
PA-37	SFD	103	2.46
PA-38	SFD	69	1.65
PA-40	SFD	36	0.86
PA-40	SFD	48	1.15
PA-41	SFD	36	0.86
PA-42	SFD	70	1.67
PA-44	SFD	91	2.17
PA-44	SFD	122	2.92
PA-45	SFD	152	3.63
PA-46	SFD	138	3.30
PA-47	SFD	111	2.65
PA-48	SFD	140	3.35
PA-49	SFD	92	2.20
Total		1,532	36.08
Total	SFD	1,479	
Total	MULTI-FAMILY	53	

*NEIGHBORHOOD PARK ACREAGE HAS BEEN REDUCED BY 9,138 SQ.FT. TO EXCLUDE THE DETENTION AREA.
**COMMUNITY PARK ACREAGE HAS BEEN REDUCED BY 37,028 SQ.FT. TO EXCLUDE THE DETENTION AREA.
*** OPEN SPACE CALCULATIONS ARE SHOWN FOR ENTIRE PROPERTY TO SHOW THAT REQUIREMENTS HAVE BEEN EXCEEDED.

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS								
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1
Required Amenities							Required Amenities	
1. Landscaping shall be provided for all impervious areas not used for other amenities.	●	●	●	●	●	●	1. Landscaping shall be provided for all impervious areas not used for other amenities.	●
2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	●	●	●	●	●	●	2. Tables and seating shall be provided, such as benches, chairs, picnic tables, and ADA seating.	●
3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	●	●	●	●	●	●	3. Internal access pathways shall be provided to and between park amenities, parking areas, and the perimeter.	●
4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	●	●	●	●	●	●	4. Open turf play areas shall be provided at sizes appropriate for the scale of the park.	●
5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	●	●	●	●	●	●	5. Universal and inclusive play elements shall be provided to accommodate all ages and abilities.	●
6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	●	●	●	●	●	●	6. Dog waste stations shall be provided in a quantity appropriate for the scale of the park.	●
7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	●	●	●	●	●	●	7. Trash receptacles shall be provided in a quantity appropriate for the scale of the park and the other amenities provided.	●
8. All neighborhood parks shall provide a small shelter serving a capacity of between five (5) and ten (10) users.	●	●	●	●	●	●		

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS								
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1
NOTE: PER THE TOWN OF PARKER STAFF APPROVAL, THE COMMUNITY PARK WILL BE SATISFIED WITH 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT CAN OCCUPY A MIN OF 42 USERS AT ONE TIME. Not applicable to Neighborhood Serving Parks							9. All community-serving parks shall provide:	
							A) A large shelter serving a capacity of between thirty-one (31) and one hundred (100) users.	●
							b) A loop path with mileage markers.	●
							c) A large destination-scale play area.	●
							d) Programmed space.	●
							e) Drinking fountains in a quantity appropriate for the scale of the park.	●
							f) A diamond or rectangular ball field.	●
							g) A minimum of two (2) sport courts.	●
							h) A bicycle rack and bicycle repair station.	●
							i) Permanent restrooms, either vault or full, in a quantity appropriate for the scale of the park.	●
							j) Barbecues, single or dual with ash disposal.	●
							k) Off-street parking	●

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Category 1 - Gathering Spaces & Self-directed Group Activities									
Pick 1						Pick 1 from each subcategory			
Gardens									
Arboreta/decorative garden, irrigated					●		Arboreta/decorative garden, irrigated	●	
Community garden/raised garden, irrigated	●						Community garden/raised garden, irrigated		
Gathering and Social Space									
Amphitheater							Amphitheater		
Festival/event space							Festival/event space		
Outdoor nature classroom							Outdoor nature classroom	●	
Outdoor performance space/ stage		●			●		Outdoor performance space/ stage		
Programmable space (indoor or outdoor)	●	●	●	●	●	●	Programmable space (indoor or outdoor)	●	
Seating and tables	●	●	●	●	●	●	Seating and tables	●	
Shelter, small (5-10 users)	●	●	●	●	●	●	Shelter, small (5-10 users)	●	
Shelter, medium (11-30 users)							Shelter, medium (11-30 users)	●	
Shelter, large (31-100 users)							Shelter, large (31-100 users)	*	
Shelter, pavilion (more than 100 users)							Shelter, pavilion (more than 100 users)		
Interpretive and Placemaking									
Interactive, functional, or visual art							Interactive, functional, or visual art		
Interpretive signage or elements		●					Interpretive signage or elements		
Site design theme							Site design theme	●	
Outdoor Specialized									

* PER DISCUSSIONS WITH TOWN STAFF ,CREDIT WILL BE GIVEN TO 1 MEDIUM SHELTER AND 2 SMALL SHELTERS THAT WILL SATISFY A MIN. OF 31 USERS.

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●	●			●		Activity hubs (ping pong, foosball, chess table, cornhole, etc.)	●	
Bike park, skills area, or pump track							Bike park, skills area, or pump track	●	
Climbing spire or wall			●	●			Climbing spire or wall		
Disc golf course							Disc golf course		
Dog off-leash area (fenced)							Dog off-leash area (fenced)		
Horseshoe pit						●	Horseshoe pit		
Skate park							Skate park		
Category 2 - Active Uses									
Pick 2, but only 1 may be from Paths, Trails.						Pick as shown below for each subcategory			
Paths, Trails, and Trailheads						Pick 1 per acre			
Greenway connection or trailhead			●	●		●	Greenway connection or trail head	●	
Hard-surfaced multi-use trail							Hard-surfaced multi-use trail	●	
Internal access pathway	●	●	●	●	●	●	Internal access pathway	●	
Loop path (with mileage markers)							Loop path (with mileage markers)	●	
Soft-surface jogging/hiking trail					●		Soft-surface jogging/hiking trail	●	
Soft-surface equestrian or bike trail							Soft-surface equestrian or bike trail	●	
Play Space and Equipment						Pick 1 per acre from this section, or substitute 1 additional amenity from the Sports and Fitness section below			
Climbing structure or boulders	●	●	●	●	●	●	Climbing structure or boulders	●	

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Nature play features	●	●	●	●		●	Nature play features	●	+3
Open turf play area	●	●	●	●	●	●	Open turf play area	●	
Playground, small-scale		●	●	●	●	●	Playground, small-scale	●	
Play area, large destination-scale							Play area, large destination-scale	●	
Thematic play features							Thematic play features	●	
Universal and inclusive play elements	●	●	●	●	●	●	Universal and inclusive play elements	●	
Zip line					●		Zip line		
Sports and Fitness						Pick 1 per acre [or 2 per acre if no Play Space and Equipment Amenity is provided]			
Artificial turf field, multi-purpose							Artificial turf field, multi-purpose	●	
Ball field (baseball, softball, or multi-use)							Ball field (baseball, softball, or multi-use)	●	
Field with lighting							Field with lighting		
Outdoor fitness equipment		●					Outdoor fitness equipment		
Specialty sport field or stadium							Specialty sport field or stadium		
Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)			●	●			Sport court (e.g., badminton, basketball, bocce, futsal, pickleball, shuffleboard, tennis, volleyball)	**●	+3
Tournament sports court or multi-court complex							Tournament sports court or multi-court complex		

* PARK PROGRAM ELEMENTS HAVE BEEN DESIGNED WITH TOWN STAFF TO SATISFY TOWN REQUIREMENTS.
** WE ARE REQUIRED TO HAVE 1 COURT. CREDIT TOWARDS THE 1 PER ACRE FOR THE ADDITIONAL PICKLE BALL COURT AND 2 BOCCIE COURTS.

●

=Required Amenity

●

=Additional Items/Compatible/May be Compatible

ANTHOLOGY NORTH REQUIRED PARK PROGRAM ELEMENTS									
Neighborhood-Serving Park	I	R	LL	TT	YY	D1	Community-Serving Park	H-1	
Category 3- Support Amenities									
Pick 1 per acre									
Support Amenities									
Barbecues, single or dual with ash disposal	●	●	●	●	●	●	Barbecues, single or dual with ash disposal	●	
Bike rack and repair station				●			Bike rack and repair station	●	
Dog waste station	●	●	●	●	●	●	Dog waste station	●	
Drinking fountain							Drinking fountain	●	
Parking, off-street							Parking, off-street	●	
Parking, on street	●	●	●	●	●	●	Parking, on street	●	
Restroom, portable (screened)							Restroom, portable (screened)		
Restroom, permanent (full or vault)							Restroom, permanent (full or vault)	●	
Signage (identification)	●	●	●	●	●	●	Signage (identification)	●	
Trash receptacles	●	●	●	●	●	●	Trash receptacles	●	
Category 4 - Specialized Facilities									
Optional						Pick 1 per acre			
Aquatics and Water Access									
Splash pad or water play feature							Splash pad or water play feature		
Swimming pool							Swimming pool	●	
Indoor Facilities									
Activity building/clubhouse							Activity building/clubhouse	●	
Environmental education center							Environmental education center		
Recreation center or fieldhouse							Recreation center or fieldhouse		

** IN ORDER TO MEET THE NUMBER OF ELEMENTS REQUIRED; EXTRA BBQ , DRINKING FOUNTAINS, BIKE RACKS, PETWASTE STATIONS WILL BE ADDED FOR THE COMMUNITY PARK.

H1 COMMUNITY PARK

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)
- LARGE DESTINATION PLAY AREA (R)

SPORTS & FITNESS

- BALL FIELD -RECTANGULAR (R)
- BOCCE BALL COURTS (SPORT COURT) (R)
- PICKLE BALL COURTS (SPORT COURT) (R)

GATHERING/SOCIAL SPACES

- MEDIUM SHADE SHELTER W/6 PICNIC TABLES, (1 ADA TABLE & ...ELECTRICAL OUTLETS) (R)
- 2 ADDITIONAL SMALL SHADE SHELTERS
- PROGRAM SPACE (AMPHITHEATER) (R)
- MULTIPLE SEATING & BENCH AREAS (R)
- ADDITIONAL PICNIC TABLES (R)
- OVERLOOKS (C)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH WITH MILE MARKERS(C)
- SOFT SURFACE TRAILS (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- BUTTERFLY GARDEN/DECORATIVE GARDEN

OUTDOOR SPECIALIZED FACILITIES

- CORNHOLE

AQUATICS & WATER ACCESS

- SWIMMING POOL

INDOOR FACILITIES

- CLUBHOUSE/CHANGING ROOMS

INTERPRETIVE/ PLACE MAKING ELEMENTS

- SITE DESIGN THEME/INTERPRETIVE SIGNAGE (R)

SUPPORT AMENITIES

- ADDITIONAL SHADE CANOPY (R)
- BIKE RACK & FIX STATIONS (R)
- DRINKING FOUNTAIN (R)
- PERMANENT VAULT RESTROOM (R)
- PARK SIGNAGE (R)
- TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)
- OFF STREET PARKING (C)

OTHER ELEMENTS

- INTERACTIVE DRAINAGE
- TRIKE TRACK
- SLEDDING HILL





LAND USE

1.67 ACRES

NEIGHBORHOOD PARK

Tract I is a highly detailed park that will include unique planting areas, trails, a Shade structure with Picnic Tables, a multi-purpose turf area, and a natural climbing boulder area. Generally speaking, this northern area of Anthology is anticipated to be Age Target ted, and as such this park and park R have been programmed for active Adult uses.

The terrain in this area is gentle and well suited for display gardens, the multi-purpose turf area, and shade structure with picnic tables.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- BOCCE BALL COURT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE TRAIL (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- COMMUNITY GARDEN (C)

OUTDOOR SPECIALIZED FACILITIES

- CORNHOLE

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- INTERACTIVE DRAINAGE WITH BOULDERS AND ENHANCED PLANTINGS





R

LAND USE

4.15 ACRES

NEIGHBORHOOD PARK

Tract R Park serves as a point of interest due to the high level of visibility from the surrounding street network, and the fact that this park terminates one of the entries into this neighborhood.

The park has been designed around a looped trail that includes Exercise stations, the trails in the park provide a combination of easy terrain, and more complex terrain for interest, the park also includes an Overlook into the naturalized detention facility, multi-purpose turf areas, a shade shelter, and areas of preserved natural vegetation.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- NATURAL PLAY FEATURES (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- OUTDOOR FITNESS EQUIPMENT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)
- OUTDOOR PERFORMANCE SPACE/STAGE/ (MC)
- INTERPRETIVE SIGNAGE

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE TRAIL (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- OUTDOOR GAME TABLE

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE
- (2) TRASH RECEPTACLES
- DOG WASTE STATIONS
- ON STREET PARKING

OTHER ELEMENTS

- ADDITIONAL EXERCISE EQUIPMENT
- OVERLOOKS

LL

LAND USE

2.32 ACRES

NEIGHBORHOOD PARK

Tract LL is being designed as a Swing Park, a park that will feature oversized swing platforms and typical swings as the primary focal element for this centrally located park area.

The Park will also include multi-purpose turf areas, a shade shelter, site furnishings, and connections to the trail corridor.

PARK DEVELOPMENT REQUIREMENTS**PLAY SPACE AND EQUIPMENT**

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (FEATURING SWINGS) (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- HALF COURT BASKETBALL (C)
- EXERCISE STEPS (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 3 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- SWINGING HAMMOCKS (C)

SUPPORT AMENITIES

- SHADE CANOPY (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- PLATFORM SWINGS (MC)





TT

LAND USE

2.06 ACRES

NEIGHBORHOOD PARK

Tract TT features a challenging yet exciting landscape with the opportunity to preserve some high quality existing vegetation. The existing topography provides an excellent opportunity for sloped climbing areas, and embankment slides. The Park will also incorporate a traditional playground, multi-purpose turf area, a park shelter and connectivity to the trail corridor.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- CLIMBING AREA (NATURAL PLAY FEATURES) (C)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- PUTTING AND CHIPPING GREEN (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 4 SEATING & BENCH AREAS (R)
- 2 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)
- LOOP PATH (C)
- SOFT SURFACE LOOP TRAILS (C)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

OUTDOOR SPECIALIZED FACILITIES

- CLIMBING SPIRES (C)

SUPPORT AMENITIES

- SHELTER (INCLUDED ABOVE) (R)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- EMBankment SLIDE (ADDED RECREATION ELEMENT) (R)

YY

LAND USE

1.28 ACRES

NEIGHBORHOOD PARK

Tract YY is surrounded by family oriented homes, with street frontage comprising more than 55% of the parks perimeter. A large flat multi-purpose turf area is the primary focus of the park, the turf area is large enough for informal small children's soccer practice, family football, or informal volleyball.

In addition the park includes a tree allee entry, site furniture, shade shelter, bocce ball area and picnic facilities.

PARK DEVELOPMENT REQUIREMENTS**PLAY SPACE AND EQUIPMENT**

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- HALF COURT BASKETBALL (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 3 SEATING & BENCH AREAS (R)
- 6 ADDITIONAL PICNIC TABLES (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)
- DISPLAY GARDEN (C)

SUPPORT AMENITIES

- BBQ AREA (C)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- ADDITIONAL PLAY ELEMENT (MC)





D1

NEIGHBORHOOD PARK

LAND USE

3.14 ACRES

Tract D1 is anchored by a community garden area, but the activity doesn't stop with that, community garden's give people a chance to connect with neighbors so this park will also provide a playground area, access to a looped trail, a shade shelter with seating to get out of the sun and enjoy some conversation.

The park also includes an area of preserved vegetation that will act as a buffer from the homes on the south side of this area.

PARK DEVELOPMENT REQUIREMENTS

PLAY SPACE AND EQUIPMENT

- OPEN TURF PLAY AREA (MIN. 25' WIDE) (R)
- SMALL SCALE PLAYGROUND (R)
- UNIVERSAL & INCLUSIVE PLAY ELEMENTS (R)

SPORTS & FITNESS

- BOCCEBALL COURT (C)

GATHERING/SOCIAL SPACES

- SHADE SHELTER W/2 PICNIC TABLES, (1 ADA TABLE) (R)
- 2 ADDITIONAL SEATING & BENCH AREAS (R)
- 1 ADDITIONAL PICNIC AREAS (R)

PATHS, TRAILS, & TRAILHEADS

- INTERNAL ACCESS PATHWAY (R)

GARDENS & LANDSCAPING

- LANDSCAPING (R)
- IRRIGATION (R)

SUPPORT AMENITIES

- BBQ (C)
- PARK SIGNAGE (R)
- (2) TRASH RECEPTACLES (R)
- DOG WASTE STATIONS (R)
- ON STREET PARKING (C)

OTHER ELEMENTS

- ADDITIONAL PLAYGROUND EQUIPMENT (MC)

SEGMENT 2

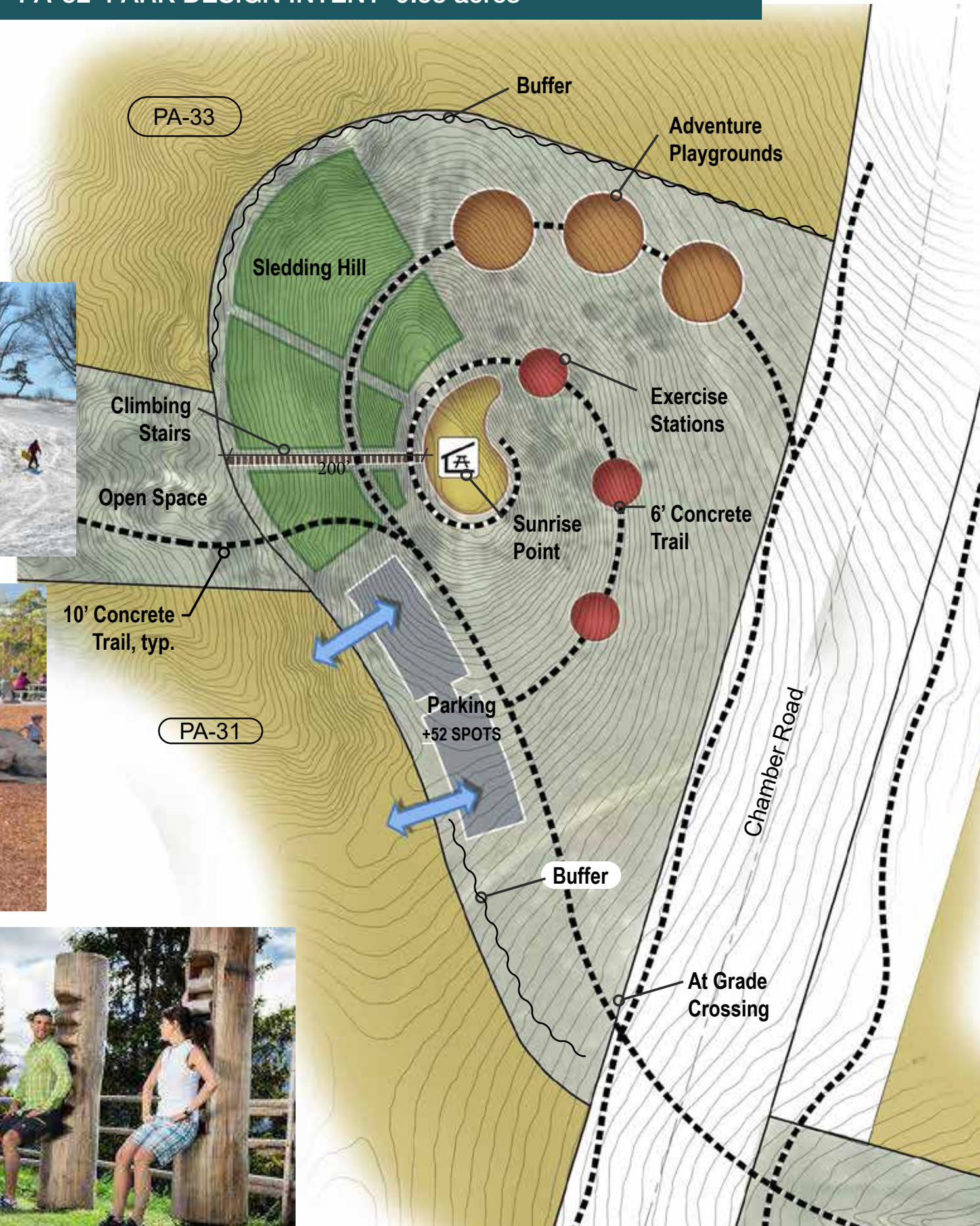
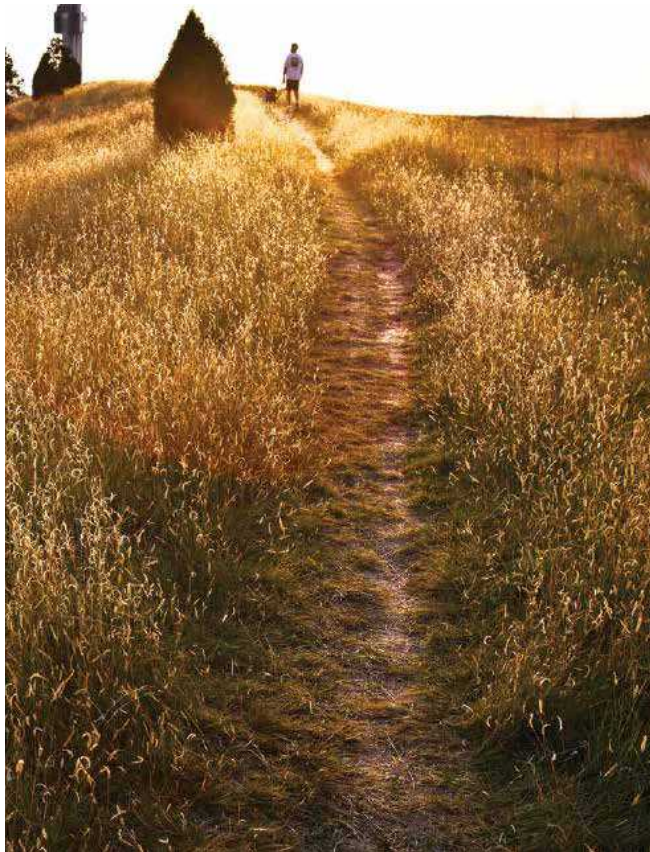
INFORMATION

Segment 2 includes two park areas as identified in the existing PD, as well as trails as identified on the trails plan on page 11. The chart to the right analyzes the acreage of Parks that will be required at full build out based on the PD, the detail and location of Neighborhood Parks will be determined with the Sketch/Preliminary Plan for Segment 2.



ANTHOLOGY			
OVERALL PHASE ONE - PARKS AND OPEN SPACE DEDICATIONS			
TYPE	REQUIREMENT	REQUIRED (AC)	PROVIDED (AC)
TOTAL REQUIRED PARKS	MUNICIPAL CODE	74.17	50.26
NEIGHBORHOOD PARKS			17.11
COMMUNITY PARKS			33.15
OPEN SPACE	FROM APPROVED PD	241.78	313.08
DEDICATION REQUIREMENT			
SFD/DUPLEX		0.0239 acres/unit	
MULTI-FAMILY		0.0139 acres/unit	
PLANNING AREA	HOUSING TYPE	DU'S ANTICIPATED	TOTAL PARK REQUIRED
PA-11	SFD	223	5.33
PA-13	SFD	71	1.70
PA-15	MULTI-FAMILY	429	5.96
PA-20 & 22	SFD/SFA	281	6.72
PA-23	SFD/SFA	122	2.92
PA-24 & 26	SFD	149	3.56
PA-25	SFD	114	2.72
PA-28	SFD	50	1.20
PA-29 & 30	SFD/SFA	155	3.70
PA-31	SFD/SFA	114	2.72
PA-33	SFD/SFA	136	3.25
PA-34	MULTI-FAMILY	53	0.74
PA-35	SFA	104	2.49
PA-36	SFD	96	2.29
PA-37	SFD	103	2.46
PA-38	SFD	69	1.65
PA-40	SFD	36	0.86
PA-40	SFD	48	1.15
PA-41	SFD	36	0.86
PA-42	SFD	70	1.67
PA-44	SFD	91	2.17
PA-44	SFD	122	2.92
PA-45	SFD	152	3.63
PA-46	SFD	138	3.30
PA-47	SFD	111	2.65
PA-48	SFD	140	3.35
PA-49	SFD	92	2.20
Total		3,305	74.17
Total	SFD	2,823	
Total	MULTI-FAMILY	482	

General Note: The entire west portion of the property has not been deisgned, and therefore the Neighborhood Park locations have not been identified. All code requirements will be met when the west side of the property is designed.



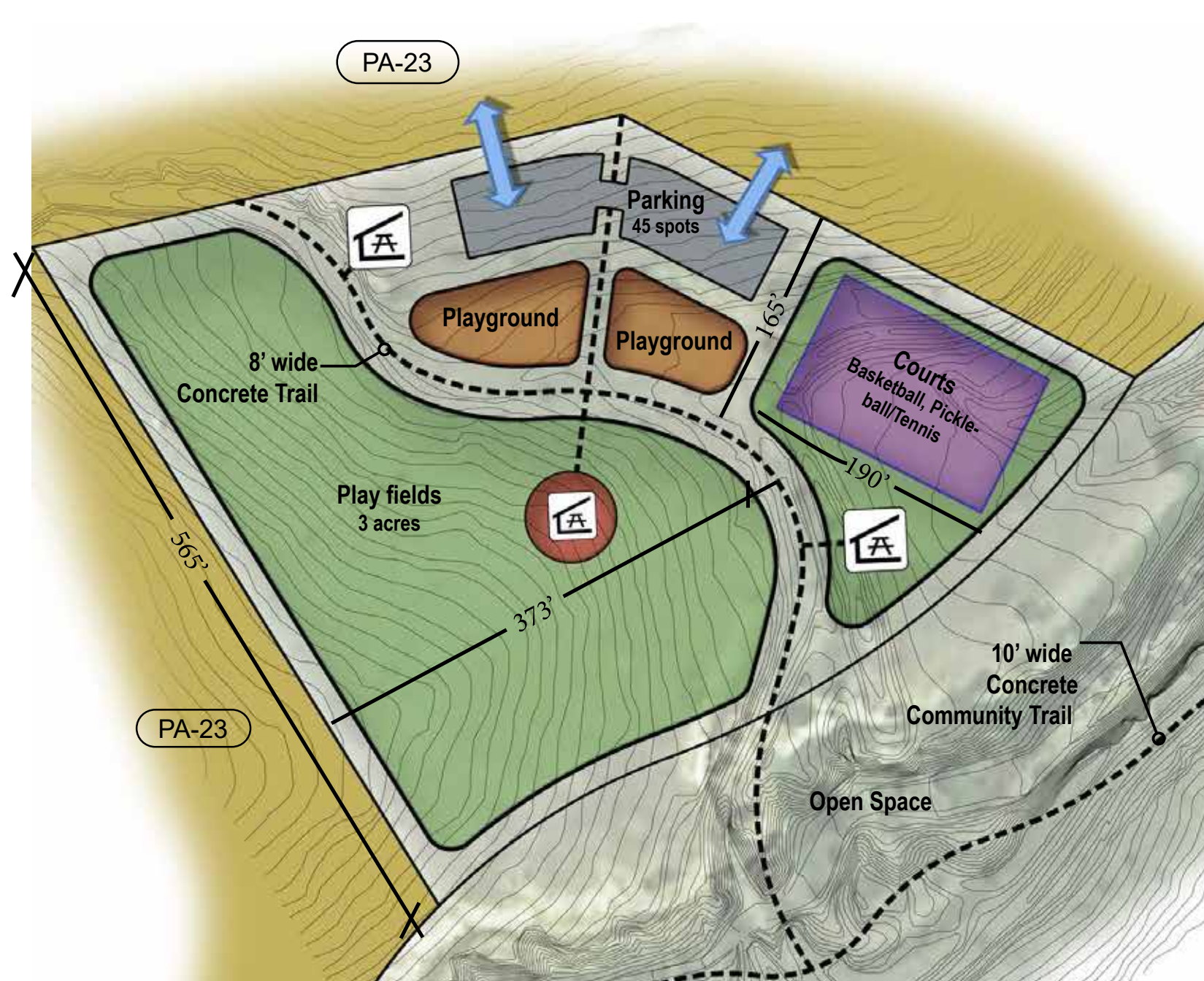
DESIGN INTENT

As the highest point in the community, Constellation Park has potential to be a favorite among walkers and runners, and is also home to some very important features: the Sledding Hill, Climbing Stairs, Sunrise Point, and even more Adventure Playgrounds.

While it's easy for these attractions to hold the spotlight, what makes Constellation Park so unique is the mature vegetation and natural rock outcroppings. The lushness of the park bodes well for natural amenities.

POTENTIAL PROGRAM HIGHLIGHTS:

- Climbing Stairs
- Park Overlook
- Multi-level Play Structures
- Exercise Stations
- Sledding Hill



DESIGN INTENT

Whatever you play, you can probably play it here. A traditional park in the sense, Open Air has basketball, tennis and sand volleyball courts. Football, soccer, baseball and softball fields. Plus a playground and bike path. After the game, relax at the picnic tables, park benches or in the pavilion.

POTENTIAL PROGRAM

HIGHLIGHTS:

- Tennis/Pickle-ball Courts
- Basketball/Volleyball
- Multi-level Play Structures
- Play-fields
- Hiking Trails
- Picnic Shelters

Note: Conceptual Plan for Illustrative purposes only.



ANTHOLOGY

pcs group, inc

200 kalamath street, denver, colorado - 80223





Planning Commission Staff Report

Planning Commission Date: 10/29/2020

Town Council Date: 11/16/2020

Hearing Type: Public Hearing
ANTHOLOGY NORTH - Rezoning
TRAKiT No(s): Z20-002

Location: Generally located on the south side of Hess Road
between Chambers Road and Motenbocker Road

Project Planner: BrieAnna Simon, Associate Planner

Applicant: John Prestwich, PCS Group

Executive Summary: The applicant, PCS Group, is requesting an amendment to the Anthology North Planned Development (PD) to adjust Planning Area boundaries to reflect a dendritic design, amend lot size requirements and to implement a partial waiver resolution requirement to add commercial zoning.

Staff Recommendation: Approval

RECOMMENDED MOTION

"I move the Planning Commission recommend Town Council approve the requested Anthology North Planned Development rezoning."

ALTERNATIVE MOTIONS

"I move the Planning Commission recommend Town Council approve the requested Anthology North Planned Development rezoning, subject to the following conditions:"

-List proposed conditions

"I move the Planning Commission recommend Town Council deny the requested Anthology Planned Development rezoning as the request does not meet the following approval criteria:"

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

"I move the Planning Commission vote to continue the requested Anthology North Planned Development rezoning to a future date."

I. BACKGROUND/DISCUSSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent to the current, under development, site to the south (Looking Glass), Douglas 234 residential and commercial development to the north, and the Anthology residential development to the east.

The applicant, PSC Group, is requesting the approval of a zoning amendment to the Anthology North PD. Specifically, the applicant is requesting the following changes:

Planning Area Boundary Amendment:

The applicant is requesting to amend these Planning Area boundaries to support improved subdivision design. Specifically, the driving force behind their subdivision layout is called “Dendritic Design”. Dendritic design is a way of planning a subdivision layout in order to respond to natural features (floodplains, drainage ways, topography, etc.) in a way that incorporates those natural features into the subdivision design as opposed to ignoring or removing the natural features that are present. It is important to note that while the Planning Area boundaries are proposed to be reconfigured, there is no increase in the overall number of units that are currently entitled in these Planning Areas and the applicant is proposing an increase in the open space of roughly 40 acres.

Lot Standards Revisions:

Revise lot size standards to accommodate market demand for attached housing types. The current PD contemplates a standard minimum lot size of 2,500-square feet for single-family attached residential products. These lot sizes are too large for typical single-family attached (townhome) and duplex (paired home) development, therefore, the applicant is proposing a minimum lot size of 1,200-square feet for a single-family attached and duplex residential product. The requested lot standards are common lot sizes for these types of home products and are consistent with other lot size requirements for similar home products in the Town.

Partial Waiver Resolution Compliance:

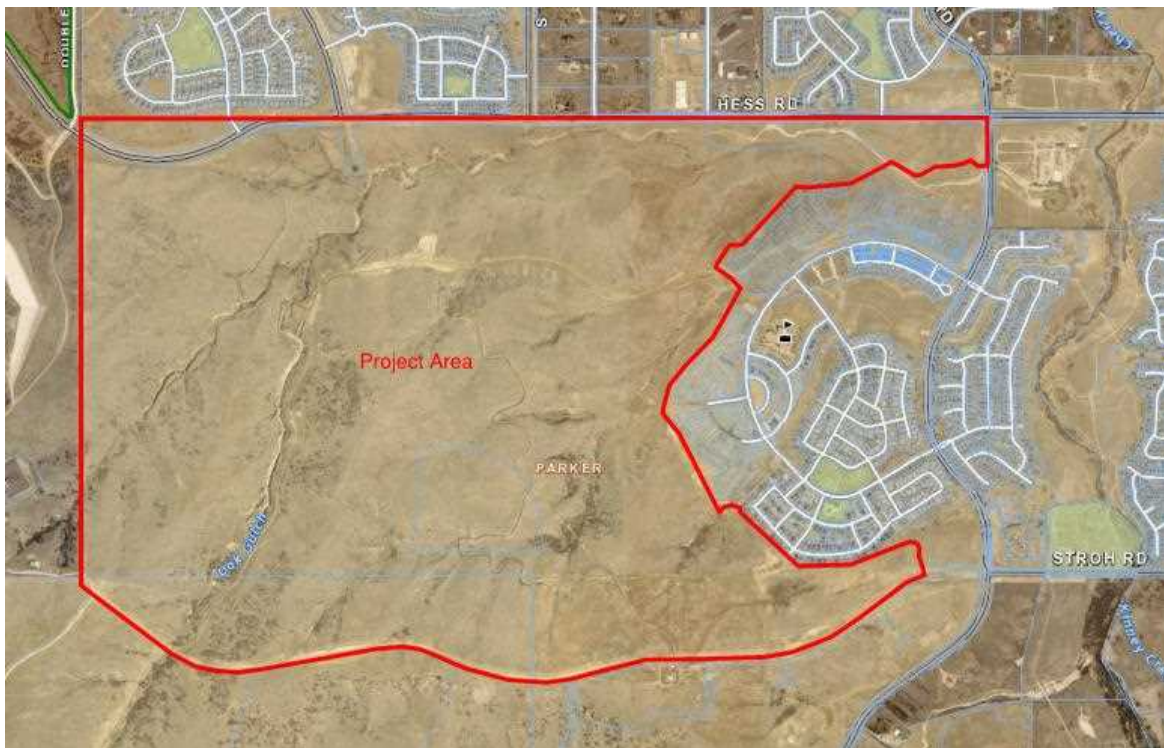
In May of 2019, the Town Council approved a Partial Waiver Resolution to allow the applicant to defer specific submittal requirements generally required during the submittal of a sketch and preliminary plan in order to allow the applicant to phase the sketch and preliminary plans for the 1,200 acres Anthology North property into three segments. The Partial Waiver Resolution allowed the applicant to defer the submittal of detailed documents for Segment 2. Town Council approved this request subject to certain developer obligations.

- One of those obligations was to process a PD zoning amendment to ensure that one-third (1/3) of the total developable area of Planning Area 15 be zoned from Mixed Use to a Planning Area that only allow for commercial uses. The requirement for one-third (1/3) of Planning Area 15 to be developed for commercial uses was borne out of the Town of Parker 2035 Master Plan language for Neighborhood Centers. This language states; *“In general, a Neighborhood Center shall have no less than 33 percent or eight (8) acres,*

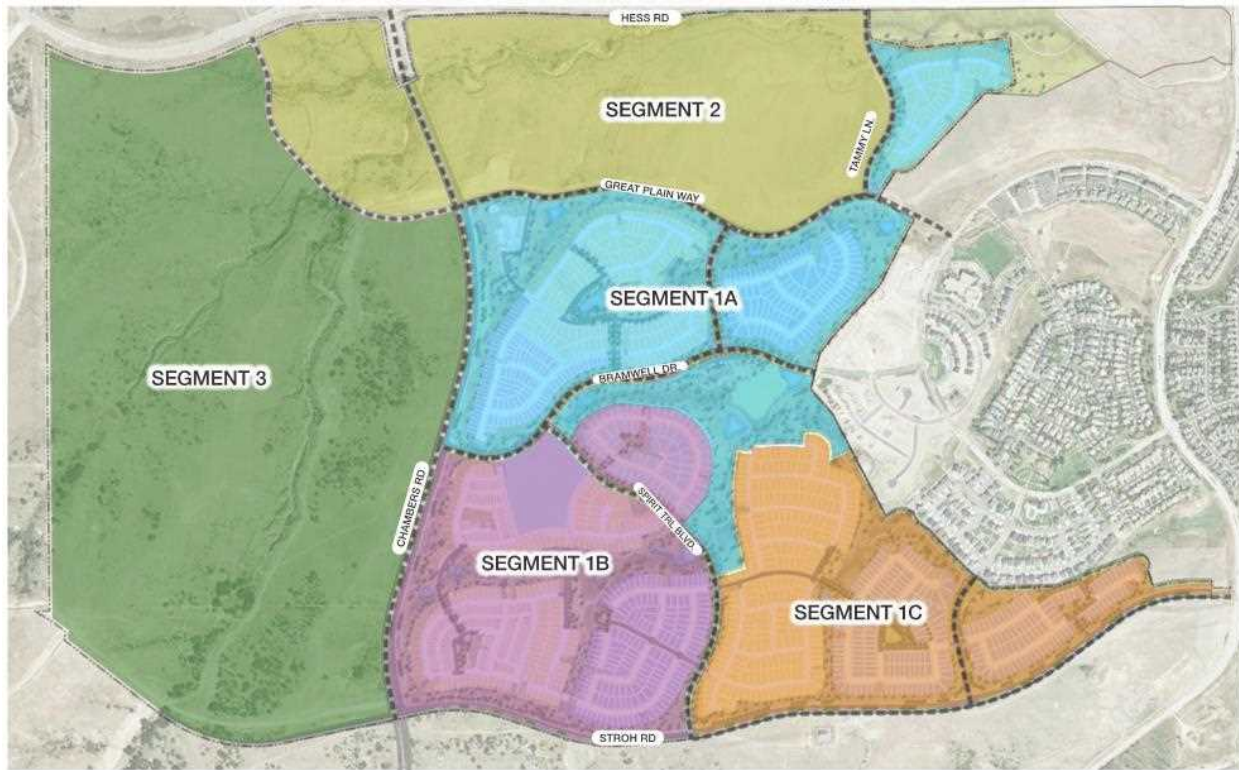
whichever is greater of its total land area zoned and developed for commercial use with corner located parcels zoned and developed principally for commercial, retail, service and restaurant use. Residential use shall be a secondary element unless part of a vertical mixed-use.” The intent of this language is to ensure that there is meaningful commercial development within identified Neighborhood Centers. This will ensure commercial services are available to current and future residents of the Town while helping to maintain the fiscal health of the Town. One-third (1/3) of the total area of Planning Area 15 is roughly 14 acres that will be rezoned to strictly for commercial uses.

- The second obligation to be partially addressed with the rezoning process is the requirement for the Parks, Trails and Open Space Master Plan (to be developed in both Segment 1 and 2). The Partial Waiver Resolution allowed the applicant to defer details on the associated parks, trails and open space for Segment 2 until there is proposed development for Segment 2. The applicant has provided detail analysis of the parks, trails and open space amenities located within Segment 1. The Anthology North Parks, Trails and Open Space Master Plan shows compliance with the requirements outlined in the Partial Waiver Resolution and the new parks standards adopted by the Town on October 19, 2020.

Vicinity Map



Segment 1 Project Area



PRIOR ACTIONS

Date	Action
1984	The east half of the subject property was voluntarily annexed by the Town (Ordinance 2.27) as Stroth Ranch and zoned for a variety of residential and commercial uses.
2003	The Hess Ranch property to the south and west was voluntarily annexed by the Town (Ordinance 2.140) and zoned as PD- Planned Development to allow a variety of residential and commercial uses.
2007	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed SunMarke.
2008	Town Council approved a PD Amendment to allow a variety of residential and commercial uses and renamed Anthology.
2015	The current PD-Planned Development zoning was a split of the original larger Anthology PD into the Hess Ranch PD and the Anthology North PD and was approved by Town Council and allowing for a variety of residential and commercial uses.

II. CURRENT SITE DATA

Existing Zoning	PD - Planned Development		
Overlay District	N/A		
PD & Plan Area	Anthology North Planned Development		
Master Plan Area	Medium/Low-Density Residential		
Site Acreage	1,207.9 acres		
Subdivision	Anthology North (under review)		
Existing Use	Undeveloped		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medium Density Residential	PD - Planned Development	Single-family detached residential units, 14 acre commercial site and Town of Parker Public Works Operations Center
South	Low Density Residential	PD - Planned Development	Undeveloped (Hess Ranch_
East	Medium Density Residential	PD - Planned Development and Douglas County Zoning	Single-family attached and detached residential units
West	Douglas County	Douglas County Zoning	Reuter-Hess Reservoir site

III. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medium Density Residential ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	<u>Medium Density Residential:</u> The Medium Density Residential Character Area will consist 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.
Consistent Goals/Strategies	<u>Land Use 1.A</u> <u>Land Use 1.B</u> <u>Land Use 1.D</u> <u>Land Use 1.E</u> <u>Land Use 1.F</u> <u>Land Use 1.G</u> <u>Land Use 1.H</u> <u>Land Use 1.I</u> <u>Housing and Neighborhoods 2</u>

	Housing and Neighborhoods 2.A Housing and Neighborhoods 5 Housing and Neighborhoods 5.A Natural Resource Protection 1 Natural Resource Protection 1.A Natural Resource Protection 1.B Natural Resource Protection 1.C Natural Resource Protection 2 Natural Resource Protection 2.A Natural Resource Protection 2.C Natural Resource Protection 2.D Natural Resource Protection 4.B Natural Resource Protection 4.C Natural Resource Protection 4.D Natural Resource Protection 4.E Natural Resource Protection 4.F Natural Resource Protection 4.G Natural Resource Protection 4.H Natural Resource Protection 4.I Open Space and Recreation 1 Open Space and Recreation 1.A Open Space and Recreation 2 Open Space and Recreation 2.A Open Space and Recreation 3 Open Space and Recreation 3.A
Inconsistent Goals/Strategies	None
Staff Analysis	The subject property is identified for medium density residential uses per the General Land Use Plan. The proposed amendments to the Anthology North PD will facilitate the development of single-family attached and detached homes in accordance with the medium density residential designation for the entirety of Segment 1 of the Anthology North property. The proposed zoning amendment does not increase the number of approved dwelling units from the existing zoning.

IV.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	Current	Proposed	Analysis
Setbacks	Based on the Planning Area designation and the type of residential development that is proposed.	No change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Lot Size	Single Family Detached Homes - 3500 sqft Zero Lot Line – 2500 sqft Duplex - 2500 sqft Patio Home – 2000 sqft Townhome Dwelling Unit - 2500 sqft	Single Family Detached Homes - 3500 sqft Zero Lot Line – 2500 sqft Duplex - 1200 sqft Patio Home – 2000 sqft Townhome Dwelling Unit – 1200 sqft	☒ Consistent ☐ Inconsistent ☐ No Change ☐ N/A
Units Per Acre	A maximum of 3,305 units are allowed per the zoning.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Allowed Uses	a. Single Family Detached Dwelling Units. b. Zero Lot Line Dwelling Units. c. Duplex,. d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units. e. Age restricted senior dwellings. f. Assisted and/or Independent Living. g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area. h. Attached or detached private garages.	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A

	i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code. j. Open Space. k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails. l. Places of religious assembly.		
Height/Stories	40-feet	No Change.	☐ Consistent ☐ Inconsistent ☒ No Change ☐ N/A
Staff Analysis	The request to amend certain lot standards in the Anthology North PD is consistent with the uses that are allowed in the Development Guide. The requested amendments simply allow for the construction of home types that are permitted by the zoning and currently in demand in the market place.		

VI. DESIGN REVIEW

N/A. There is no design review associated with a rezoning application.

VII. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

Segment 1 of the Anthology North development will be served by Stroh Road and Chambers Road extensions. A new collector street, Spirit Trail Boulevard, will be constructed to connect these two arterial streets. The Stroh Road and Chambers Road extensions provide connections to the existing infrastructure and road network while implementing a portion of the overall roadway plan adopted in the Town's Transportation Master Plan. As future segments of Anthology North are developed, the roadway plan will continue to be implemented and provide connectivity to the overall development as it has been contemplated in the approved Planned Development since 2015.

VIII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

Applicant's Response:

This PD Amendment request is primarily being driven by modifications to the planning to incorporate the natural drainages in a dendritic manner.

Staff Analysis:

The rezoning is needed to fulfill the obligations of the Partial Waiver Resolution ensuring one-third of the total developable area in Planning Areas 15 (Segment 2) will be developed for commercial purposes. Additionally, the applicant is fulfilling the obligation of providing a Parks, Trails and Open Space Master Plan that complies with the annexation agreement and the new park requirements.

In addition, the request to amend the Anthology North PD is implementing a dendritic design. In an effort to ensure that natural features are incorporated into the subdivision design, the Planning Area boundaries need to be revised. Lastly, the rezoning will create minimum lot standards for townhome and duplex residential products and rezone an area to allow for residential uses where the Planning Area is too constrained to feasibly develop the Planning Area for commercial uses.

Based on this analysis, the proposal meets this criterion.

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

Applicant's Response:

This PD Amendment request will not modify the overall land uses.

Staff Analysis:

The requested rezoning will not change the allowed uses within the overall PD nor will the total number of allowable residential units change. The subject property is the correct site for this rezoning request because there are significant features that are unique to this property that are proposed to be either preserved or incorporated into the subdivision layout through dendritic design. This could not be achieved without the modification of Planning Area boundaries. The change to the lot standards is

necessary in order to accommodate reasonable development of types of the residential uses allowed by the zoning. The change to C-Commercial and MU Mixed-Use for Planning Area 15 is based on the analysis completed with the Partial Waiver Resolution. The assurance of commercial development in Planning Area 15 is necessary as this was a condition of the Partial Waiver Resolution approved by Town Council.

Based on this analysis, the proposal meets this criterion.

3. There has been an error in the original zoning; or

Applicant's Response:

There was not an error in the original zoning, the general open space corridors were conceptual at the time the original zoning was put in place, maintaining the drainages in a more natural condition dictate the change in the planning areas.

Staff Analysis:

There has been no error in the original zoning. Therefore, this criterion has been met.

4. There have been significant changes in the area to warrant a zone change.

Applicant's Response:

This PD Amendment request is primarily being driven by changes to the open space corridors to maintain the more natural drainage corridors that warrant the change to this PD.

Staff Analysis:

The existing zoning for the subject property was approved in 2015, but many of the lot standards have not changed since the site was rezoned in 2003. Over the course of the last 16 years, the market demands for housing have changed and led to a need to amend the lot standards in this Planned Development.

In 2019, the Hess Ranch amended typical single-family attached (townhome) and duplex (paired home) development to reduce the minimum lot size. The requested lot standards are similar to those request in this amendment and are consistent with other lot size requirements for similar home products in the Town. Additionally, new residential development has occurred on the south side of Stroh Road (i.e., Hess Ranch) and the east side of Crowfoot Valley Road (i.e., Trails of Crowfoot) with current 2019 approved PD standards. Therefore, in order to create consistent development standards in this area of Town, it is necessary to modify the lot standards in the Anthology North PD.

The applicant desires, and staff supports, a dendritic design of the subdivision as opposed to a more traditional approach. This represents a change in the fundamental approach to the development of the property and would not be able to be accomplished without amending the Planning Area boundaries.

Finally, Town Council approved a Partial Waiver Resolution to allow the applicant to defer certain submittal requirements for Segment 2 of the Anthology North development. As a condition of this approval, the applicant is required to process this zoning request to ensure that one-third (1/3) of the developable area for Planning Area 15 is zoned strictly for commercial uses. The requested zone change for Planning Area 15 is a result of the site's existing natural features. Planning Area 15 rezone represents the viable commercial land.

Based on this analysis, this criterion has been met.

5. Adequate circulation exists and traffic movement would not be impeded by development.

Applicant's Response:

This PD Amendment request will aid in regional traffic movement through the extension of Chambers and Stroh Road, the overall development number of units, the amount of park and open space are increasing with this proposal.

Staff Analysis:

The Town of Parker Public Works/Engineering Department has reviewed and approved the traffic analysis that was provided by the applicant. The applicant has agreed to dedicate all right-of-way that has been requested by the Town. Additional information related to this analysis can be found in Section VI of this staff report.

Based on this analysis, this criterion has been met.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

Applicant's Response:

This PD Amendment request will not change anything that was previously anticipated.

Staff Analysis:

There are no municipal service costs that the Town is not prepared to meet.

Based on this analysis, this criterion has been met.

7. There are minimal environmental impacts or impacts can be mitigated.

Applicant's Response:

This PD Amendment request will not change anything that was previously anticipated, and by keeping the drainages in a more natural condition the environmental impact will be minimized.

Staff Analysis:

There are no known additional environmental impacts associated with the requested rezoning and no referral agencies have indicated any additional environmental impacts. The implementation of the dendritic design is specifically intended to be

sensitive to and incorporate environmental considerations. Therefore, environmental impacts will be reduced with this proposed rezoning.

Based on this analysis, this criterion has been met.

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

Applicant's Response:

This PD Amendment request maintains the anticipated land uses and general areas for development and is consistent with the Town Master Plan maps, goals and policies.

Staff Analysis:

As detailed in Section III of this staff report, the proposed zoning amendment is consistent with the Town's Parker 2035 Master Plan.

Based on this analysis, this criterion has been met.

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

Applicant's Response:

This PD Amendment request maintains all obligations related to impacts and services.

Staff Analysis:

The Parker Water and Sanitation District has indicated an ability to serve the subject property. With the original annexation and zoning, the zoning has set aside one elementary school site and a middle school and high school site. The reservation of these sites and the future dedication of the sites will satisfy the school dedication requirements from the Land Development Ordinance. As a part of the sketch plan and preliminary plans applications for the individual residential lots, staff will evaluate and the applicant will be required to meet all park and open space dedication requirements.

Based on this analysis, this criterion has been met.

IX. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
AzTec Consultants	No comments
Town of Parker Building	No comments
Town of Parker Comprehensive Planning	The proposed PD amendment does not conflict with the Parker 2035 Master Plan.
CenturyLink	No comments
Douglas County Planning	No comments
Douglas County Schools	No comments
Fire Life Safety	No comments
IREA	Approved
Town of Parker Engineering	No comments
Town of Parker Police	No comments
Town of Parker Parks and Recreation	Parks, Trails and Open Space Comments have been addressed.
Parker Water and Sanitation	Approved
Public Service Company of Colorado	Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the request for the Anthology North Development Plan Amendment No. 2 and has no objection to this proposed rezone, contingent upon PSCo's ability to maintain all existing rights and this amendment should not hinder our ability for future expansion, including all present and any future accommodations for natural gas transmission and electric transmission related facilities. For planning purposes, PSCo requests that 6-foot wide natural gas easements are dedicated within all residential lots along the rights-of-way or otherwise drivable areas (i.e. alleys). For joint trenching and within all tracts along all rights-of-way, PSCo requests minimum 10-foot wide utility easements for all dry utilities including main lines. As the project progresses, the property owner/developer/contractor must complete the application process for any new natural gas service via xcelenergy.com/InstallAndConnect.

X. CONCLUSION

The subject property is generally located on the south side of Hess Road between Chambers Road and Motsenbocker Road. The site is currently undeveloped and is directly adjacent to the Looking Glass site to the south which is currently under development, Douglas 234 residential and commercial development to the north, and the Reuter Hess Reservoir to the east.

The benefits of the approval of the requested Anthology North PD rezoning will be the implementation of a more environmentally friendly dendritic design, the incorporation of more open space than what was initially anticipated in the existing zoning and the assurance that an additional 14 acres (one-third (1/3) of Planning Area 15) will be zoned for and developed as commercial uses.

XI. RECOMMENDED CONDITIONS

None

XII. ATTACHMENTS

1. Project Narrative and Rezoning Criteria Analysis
2. Proposed Development Plan
3. Proposed PD Guide
4. Proposed Partial Waiver Agreement – PA 15
5. Proposed Parks, Trails and Open Space Master Plan

Report Approved By: Bryce Matthews, Planning Manager

ORDINANCE NO. 3.308.2, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND THE ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE FIRST AMENDMENT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE, AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for amending the PD-Planned Development zoning for the “Anthology North Development Plan and Guide First Amendment,” approved by the Town Council on September 21, 2015, and recorded in the Office of the Douglas County Clerk and Recorder’s Office on December 15, 2015, at Reception No. 2015089144, pursuant to the Town of Parker Land Development Ordinance.

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

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

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

e. The requirements contained in Section 13.04.240(b) of the Parker Land Development Ordinance for amending the PD-Planned Development zoning the property described in **Exhibit A**, which is attached hereto and incorporated by this reference (the “Property”), have been satisfied.

Section 2. The Anthology North Development Plan and Guide First Amendment for the Property is hereby amended as provided in the “Anthology North Development Plan and Guide Second Amendment,” which is attached hereto as **Exhibit B** and incorporated by this reference. The uses permitted for the Property are specifically described in the attached Anthology North Development Plan and Guide Second Amendment.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION**PARCEL C:**

A PARCEL OF LAND BEING A PART OF SECTIONS 32 AND 33, TOWNSHIP 6 SOUTH, RANGE 66 WEST AND A PART OF SECTIONS 4, 5 AND 6, TOWNSHIP 7 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4,
THENCE SOUTH 89 DEGREES 14 MINUTES 11 SECONDS WEST, A DISTANCE OF 72.69 FEET TO
A POINT ON THE WESTERLY RIGHT OF WAY OF CROWFOOT VALLEY ROAD, AS RECORDED IN
THE DOUGLAS COUNTY SURVEYOR'S LAND SURVEY PLATS/RIGHT OF WAY SURVEYS, SURVEY
NO. LSP-2474;

THENCE NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG THE WESTERLY RIGHT OF
WAY OF SAID CROWFOOT VALLEY ROAD, A DISTANCE OF 21.60 FEET TO THE POINT OF
BEGINNING;

THENCE NORTH 89 DEGREES 30 MINUTES 54 SECONDS WEST, A DISTANCE OF 314.70 FEET TO
A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32
DEGREES 01 MINUTES 27 SECONDS, A RADIUS OF 1,070.97 FT, AND AN ARC LENGTH OF
598.59 FEET, (CHORD BEARS SOUTH 74 DEGREES 28 MINUTES 22 SECONDS WEST, A
DISTANCE OF 590.83 FEET);

THENCE SOUTH 54 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 556.22
FEET;

THENCE SOUTH 52 DEGREES 19 MINUTES 22 SECONDS WEST, A DISTANCE OF 242.53 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 24 DEGREES 24 MINUTES 53 SECONDS, A RADIUS OF 2,197.49 FEET, AND AN
ARC LENGTH OF 936.39 FEET, (CHORD BEARS SOUTH 66 DEGREES 58 MINUTES 35 SECONDS
WEST, A DISTANCE OF 929.33 FEET) TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 02 DEGREES 43 MINUTES 59 SECONDS, A RADIUS OF 11,639.30 FEET, AND AN
ARC LENGTH OF 555.20 FEET, (CHORD BEARS SOUTH 85 DEGREES 41 MINUTES 11 SECONDS
WEST, A DISTANCE OF 555.17 FEET);

THENCE NORTH 89 DEGREES 40 MINUTES 01 SECONDS WEST, A DISTANCE OF 307.11
FEET;

THENCE SOUTH 89 DEGREES 32 MINUTES 44 SECONDS WEST, A DISTANCE OF 543.29 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
ANGLE OF 20 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 1,374.23 FEET, AND AN
ARC LENGTH OF 480.22 FT, (CHORD BEARS SOUTH 79 DEGREES 53 MINUTES 13 SECONDS
WEST, A DISTANCE OF 477.78 FEET);

THENCE SOUTH 74 DEGREES 13 MINUTES 58 SECONDS WEST, A DISTANCE OF 480.67 FEET TO
A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL
ANGLE OF 25 DEGREES 57 MINUTES 29 SECONDS, A RADIUS OF 2408.42 FEET, AND AN ARC
LENGTH OF 1,091.14 FEET, (CHORD BEARS NORTH 88 DEGREES 01 MINUTES 55 SECONDS
WEST, A DISTANCE OF 1,081.84 FEET);

THENCE NORTH 71 DEGREES 26 MINUTES 34 SECONDS WEST, A DISTANCE OF 415.03 FEET TO
A POINT OF NON-TANGENT CURVATURE;

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 50 DEGREES 07 MINUTES 52 SECONDS, A RADIUS OF 1142.75 FEET, AND AN ARC LENGTH OF 999.85 FEET, (CHORD BEARS NORTH 81 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 968.27 FEET);

THENCE SOUTH 81 DEGREES 02 MINUTES 05 SECONDS WEST, A DISTANCE OF 1,141.54 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 62 DEGREES 35 MINUTES 02 SECONDS, A RADIUS OF 1,265.85 FEET, AND AN ARC LENGTH OF 1382.68 FEET, (CHORD BEARS NORTH 79 DEGREES 28 MINUTES 34 SECONDS WEST, A DISTANCE OF 1,314.97 FEET);

THENCE NORTH 55 DEGREES 15 MINUTES 32 SECONDS WEST, A DISTANCE OF 412.26 FEET;

THENCE NORTH 52 DEGREES 02 MINUTES 09 SECONDS WEST, A DISTANCE OF 651.65 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 18 MINUTES 24 SECONDS, A RADIUS OF 1335.23 FEET, AND AN ARC LENGTH OF 263.49 FEET, (CHORD BEARS NORTH 57 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 263.06 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6;

THENCE NORTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 135.95 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 2 1/2" ALUMINUM CAP STAMPED: LS 22088;

THENCE NORTH 00 DEGREES 11 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,662.24 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 32 MONUMENTED BY A STONE MATCHING MONUMENT RECORDS;

THENCE NORTH 00 DEGREES 12 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 2,659.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32 MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED: LS 28286;

THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1,693.37 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HESS ROAD;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING TWENTY (20) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 55 MINUTES 25 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 93.11 FEET, (CHORD BEARS SOUTH 28 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 92.80 FEET);
2. SOUTH 36 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 115.29 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 41 MINUTES 07 SECONDS, A RADIUS OF 789.50 FEET, AND AN ARC LENGTH OF 93.22 FEET, (CHORD BEARS SOUTH 49 DEGREES 41 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.22 FEET);
4. SOUTH 41 DEGREES 09 MINUTES 12 SECONDS EAST, A DISTANCE OF 89.50 FEET TO A POINT OF NON-TANGENT CURVATURE;
5. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40 DEGREES 31 MINUTES 44 SECONDS, A RADIUS OF 700.00 FEET, AND AN ARC LENGTH

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

OF 495.15 FEET, (CHORD BEARS NORTH 69 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 484.89 FEET);

6. NORTH 89 DEGREES 22 MINUTES 32 SECONDS EAST, A DISTANCE OF 137.07 FEET;

7. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 145.43 FEET;

8. NORTH 85 DEGREES 33 MINUTES 26 SECONDS EAST, A DISTANCE OF 113.19 FEET;

9. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 243.94 FEET;

10. SOUTH 51 DEGREES 12 MINUTES 49 SECONDS EAST, A DISTANCE OF 75.83 FEET;

11. SOUTH 10 DEGREES 31 MINUTES 47 SECONDS EAST, A DISTANCE OF 322.84 FEET TO A POINT OF CURVATURE;

12. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,285.00 FEET, AND AN ARC LENGTH OF 22.82 FEET, (CHORD BEARS SOUTH 11 DEGREES 02 MINUTES 19 SECONDS EAST, A DISTANCE OF 22.82 FEET);

13. NORTH 78 DEGREES 27 MINUTES 10 SECONDS EAST, A DISTANCE OF 170.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

14. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01 DEGREES 01 MINUTES 03 SECONDS, A RADIUS OF 1,115.00 FEET, AND AN ARC LENGTH OF 19.80 FEET, (CHORD BEARS NORTH 11 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 19.80 FEET);

15. NORTH 10 DEGREES 31 MINUTES 47 SECONDS WEST, A DISTANCE OF 297.03 FEET;

16. NORTH 38 DEGREES 47 MINUTES 11 SECONDS EAST, A DISTANCE OF 65.19 FEET;

17. NORTH 88 DEGREES 06 MINUTES 09 SECONDS EAST, A DISTANCE OF 712.96 FEET TO A POINT OF CURVATURE;

18. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04 DEGREES 19 MINUTES 28 SECONDS, A RADIUS OF 5,661.50 FEET, AND AN ARC LENGTH OF 427.31 FEET, (CHORD BEARS SOUTH 89 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 427.20 FEET);

19. SOUTH 87 DEGREES 34 MINUTES 23 SECONDS EAST, A DISTANCE OF 829.68 FEET TO A POINT OF CURVATURE;

20. ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 01 MINUTES 07 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 124.36 FEET, (CHORD BEARS SOUTH 89 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 124.35 FEET);

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES 08 MINUTES 58 SECONDS, A RADIUS OF 2,360.50 FEET, AND AN ARC LENGTH OF 88.55 FEET, (CHORD BEARS NORTH 88 DEGREES 19 MINUTES 58 SECONDS EAST, A DISTANCE OF 88.55 FEET);

2. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 352.50 FEET;

3. NORTH 02 DEGREES 44 MINUTES 31 SECONDS WEST, A DISTANCE OF 7.50 FEET;

4. NORTH 87 DEGREES 15 MINUTES 29 SECONDS EAST, A DISTANCE OF 290.82 FEET TO A POINT OF CURVATURE;

5. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02 DEGREES 19 MINUTES 07 SECONDS, A RADIUS OF 2,945.00 FEET, AND AN ARC LENGTH OF 119.18 FEET, (CHORD BEARS NORTH 88 DEGREES 25 MINUTES 02 SECONDS EAST, A DISTANCE OF 119.17 FEET) TO A POINT ON A LINE BEING 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23;

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Our Order No. ABC70378536*2

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6. NORTH 89 DEGREES 34 MINUTES 38 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF SAID NORTH LINE, A DISTANCE OF 1,799.34 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER;

7. NORTH 89 DEGREES 34 MINUTES 39 SECONDS EAST, PARALLEL WITH AND 70 FEET SOUTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, A DISTANCE OF 2,579.25 FEET TO THE WESTERLY LINE OF STROH RANCH FILING NO. 11 AS RECORDED AT RECEPTION NO. 99012788 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SAID POINT ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID MOTSENBOCKER ROAD THE FOLLOWING THREE (3) COURSES:

1. THENCE SOUTH 03 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 256.18 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 46 MINUTES 16 SECONDS, A RADIUS OF 760.00 FEET, AND AN ARC LENGTH OF 50.02 FEET, (CHORD BEARS SOUTH 01 DEGREES 40 MINUTES 22 SECONDS EAST, A DISTANCE OF 50.01 FEET);
3. SOUTH 00 DEGREES 12 MINUTES 46 SECONDS WEST, A DISTANCE OF 218.19 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 35.00 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53 DEGREES 08 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 162.30 FEET, (CHORD BEARS NORTH 63 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 156.55 FEET);

THENCE SOUTH 65 DEGREES 32 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.91 FEET;

THENCE SOUTH 77 DEGREES 51 MINUTES 49 SECONDS WEST, A DISTANCE OF 101.33 FEET;

THENCE SOUTH 86 DEGREES 15 MINUTES 55 SECONDS WEST, A DISTANCE OF 130.98 FEET;

THENCE SOUTH 79 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 114.37 FEET;

THENCE SOUTH 67 DEGREES 16 MINUTES 44 SECONDS WEST, A DISTANCE OF 92.37 FEET;

THENCE SOUTH 65 DEGREES 03 MINUTES 57 SECONDS WEST, A DISTANCE OF 146.84 FEET;

THENCE NORTH 59 DEGREES 52 MINUTES 53 SECONDS WEST, A DISTANCE OF 311.08 FEET;

THENCE SOUTH 63 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 712.05 FEET;

THENCE NORTH 86 DEGREES 38 MINUTES 38 SECONDS WEST, A DISTANCE OF 480.66 FEET;

THENCE SOUTH 43 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 865.32 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 55 MINUTES 20 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC

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Our Order No. ABC70378536*2

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LENGTH OF 207.46 FEET, (CHORD BEARS SOUTH 73 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 195.52 FEET);
 THENCE SOUTH 34 DEGREES 33 MINUTES 03 SECONDS WEST, A DISTANCE OF 242.55 FEET;
 THENCE SOUTH 22 DEGREES 45 MINUTES 33 SECONDS WEST, A DISTANCE OF 70.00 FEET;
 THENCE SOUTH 67 DEGREES 14 MINUTES 27 SECONDS EAST, A DISTANCE OF 22.61 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20 DEGREES 57 MINUTES 39 SECONDS, A RADIUS OF 465.00 FEET, AND AN ARC LENGTH OF 170.11 FEET, (CHORD BEARS SOUTH 56 DEGREES 45 MINUTES 38 SECONDS EAST, A DISTANCE OF 169.17 FEET);
 THENCE SOUTH 46 DEGREES 16 MINUTES 48 SECONDS EAST, A DISTANCE OF 125.78 FEET TO A POINT OF CURVATURE;
 THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03 DEGREES 45 MINUTES 35 SECONDS, A RADIUS OF 335.00 FEET, AND AN ARC LENGTH OF 21.98 FEET, (CHORD BEARS SOUTH 48 DEGREES 09 MINUTES 36 SECONDS EAST, A DISTANCE OF 21.98 FEET);
 THENCE SOUTH 46 DEGREES 01 MINUTES 59 SECONDS EAST, A DISTANCE OF 25.04 FEET TO A POINT ON THE NORTHERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003022326 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID STROH RANCH FILING NO. 18A, A DISTANCE OF 203.52 FEET TO A POINT ON THE WESTERLY LINE OF STROH RANCH FILING NO. 18A AS RECORDED AT RECEPTION NO. 2003092248 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
 THENCE ALONG THE WESTERLY LINE OF SAID STROH RANCH FILING NO. 18B, THE FOLLOWING SIX (6) COURSES:

1. SOUTH 27 DEGREES 34 MINUTES 49 SECONDS WEST, A DISTANCE OF 405.99 FEET;
2. SOUTH 42 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 600.52 FEET;
3. SOUTH 37 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 217.29 FEET;
4. SOUTH 14 DEGREES 16 MINUTES 53 SECONDS WEST, A DISTANCE OF 318.98 FEET;
5. SOUTH 40 DEGREES 44 MINUTES 41 SECONDS EAST, A DISTANCE OF 298.72 FEET;
6. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 875.11 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF STROH RANCH FILING NO. 17C AS RECORDED AT RECEPTION NO. 2003092246 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17C, THE FOLLOWING SEVEN (7) COURSES:

1. SOUTH 27 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 154.51 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 91 DEGREES 10 MINUTES 03 SECONDS, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 278.46 FEET, (CHORD BEARS NORTH 82 DEGREES 07 MINUTES 28 SECONDS EAST, A DISTANCE OF 250.00 FEET);
3. SOUTH 00 DEGREES 53 MINUTES 54 SECONDS WEST, A DISTANCE OF 23.45 FEET;
4. SOUTH 34 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 67.94 FEET;

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Our Order No. ABC70378536*2

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5. SOUTH 52 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.48 FEET;
 6. SOUTH 43 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 468.56 FEET;
 7. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 74.07 FEET TO THE
 SOUTHWESTERLY CORNER OF STROH RANCH FILING NO. 17B AS RECORDED AT RECEPTION NO.
 2003092244 OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID STROH RANCH FILING NO. 17B, THE
 FOLLOWING SEVEN (7) COURSES:

1. SOUTH 50 DEGREES 01 MINUTES 36 SECONDS EAST, A DISTANCE OF 202.61 FEET;
 2. NORTH 88 DEGREES 12 MINUTES 52 SECONDS EAST, A DISTANCE OF 600.55 FEET;
 3. NORTH 68 DEGREES 31 MINUTES 42 SECONDS EAST, A DISTANCE OF 738.42 FEET TO A
 POINT OF CURVATURE;
 4. ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 140
 DEGREES 27 MINUTES 40 SECONDS, A RADIUS OF 100.00 FEET, AND AN ARC LENGTH OF
 245.15 FEET, (CHORD BEARS SOUTH 41 DEGREES 14 MINUTES 28 SECONDS EAST, A
 DISTANCE OF 188.21 FEET);
 5. SOUTH 17 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 149.94 FEET TO A
 POINT OF NON-TANGENT CURVATURE;
 6. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE
 OF 17 DEGREES 22 MINUTES 04 SECONDS, A RADIUS OF 1,100.00 FEET, AND AN ARC
 LENGTH OF 333.44 FEET, (CHORD BEARS NORTH 81 DEGREES 11 MINUTES 42 SECONDS
 EAST, A DISTANCE OF 332.16 FEET);
 7. NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 363.34 FEET TO A
 POINT ON THE WESTERLY RIGHT OF WAY LINE OF MOTSENBOCKER ROAD;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF
 WAY LINE, A DISTANCE OF 103.80 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE PORTIONS CONVEYED TO THE TOWN OF PARKER BY DEEDS RECORDED APRIL 26,
 2005 UNDER RECEPTION NO. 2005036076 AND FEBRUARY 25, 2009 UNDER RECEPTION NO.
 2009012692 AND FEBRUARY 15, 2012 UNDER RECEPTION NO. 2012010974.

ALSO EXCEPT THAT PORTION LYING WITHIN TRACT A-1 OF STROH RANCH FILING NO. 17B,
 1ST AMENDMENT ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 2006 UNDER
 RECEPTION NO. 2006085225.

OUT PARCEL C:

A PARCEL OF LAND BEING A PART OF NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 6
 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE
 OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32;
 THENCE SOUTH 89 DEGREES 43 MINUTES 54 SECONDS WEST, ALONG THE NORTH LINE OF THE
 NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 519.56 FEET TO A POINT OF
 NON-TANGENT CURVATURE BEING THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL
 ANGLE OF 22 DEGREES 45 MINUTES 46 SECONDS, A RADIUS OF 801.50 FEET, AND AN ARC

LTG Policy No. PIB70378536*2

Our Order No. ABC70378536*2

LEGAL DESCRIPTION

LENGTH OF 318.42 FEET, (CHORD BEARS SOUTH 66 DEGREES 57 MINUTES 25 SECONDS WEST, A DISTANCE OF 316.33 FEET);
THENCE NORTH 36 DEGREES 55 MINUTES 38 SECONDS WEST, A DISTANCE OF 103.28 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 15 SECONDS, A RADIUS OF 265.00 FEET, AND AN ARC LENGTH OF 46.58 FEET, (CHORD BEARS NORTH 31 DEGREES 53 MINUTES 34 SECONDS WEST, A DISTANCE OF 46.51 FEET) TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;
THENCE NORTH 89 DEGREES 43 MINUTES 54 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 377.72 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE TOWN OF PARKER BY DEED RECORDED FEBRUARY 25, 2009 UNDER RECEPTION NO. 2009012692.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN AS BEARING NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST. THE SOUTHWEST CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 17666 AND THE SOUTH QUARTER CORNER OF SAID SECTION 34 IS MONUMENTED BY A 3" ALUMINUM CAP IN RANGE BOX STAMPED: LS 22098.

EXHIBIT B

Anthology North Town of Parker, Colorado

PD DEVELOPMENT GUIDE

January 15, 2015
Revised March 12, 2015
Revised March 31, 2015
Revised October 5, 2020

Owner:

North Parker Investments, LLC
Seldin Real Estate, Inc.
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Scottsdale, AZ 85258-4204
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Planning Consultants:

PCS Group, Inc.
200 Kalamath Street
Denver, Colorado 80223
720-259-8246
Contact: John Prestwich

Engineering Consultants:

CVL Consultants of Colorado, Inc.
10333 E. Dry Creek Road, Suite 240
Englewood, Colorado 80112
720-249-3588
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E5X Management

7353 South Alton Way
Centennial, CO 80122
303-770-9111
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I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in Chapter 13.04 of the Parker Municipal Code, but not any other Chapter of the Parker Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Parker Municipal Code (excluding Chapter 13.04) then the Parker Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.

C. Density Variations

In no event shall the total number of 3,305 residential Dwelling Units within all Planning Areas as set forth on the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area, as set forth in the "ANTHOLOGY NORTH PD DEVELOPMENT PLAN AND GUIDE", as determined by the Developer. The total number of Dwelling Units actually developed in a Planning Area may be less than the number established on the Development Plan. Any decrease in units may be transferred to other Planning Areas in whole or in part, subject to the limitations of Section 13.07.160 of the Parker Municipal Code. Any increase of dwelling units within a Planning Area by more than 10% must be processed as a Major Amendment under Section 13.04.240 of the Parker Municipal Code (except for PA 15 which is subject to the restrictions found in Section D Mixed Use, 4 b-Maximum number of Dwelling Units which allows for an administrative minor amendment process).

D. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN", the Planning Area boundary is the centerline of the abutting right-of-way of such street (except Molsenbocker, Crowfoot Valley and Hess Road). Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "ANTHOLOGY NORTH DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by the Developer by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "ANTHOLOGY NORTH DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

E. Underground Utility Requirements

All electrical and communications distribution lines shall be placed underground. All transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Homeowner Associations and/or Special Districts

Homeowner Associations and/ or Special Districts composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations and/ or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or Special District.

Special Districts must be approved by Town Council following a hearing and adaption of the necessary enabling ordinances or resolutions on a case by case basis.

II. DEFINITIONS

A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PD Development Guide. See the Town of Parker Land Development Code for other definitions not defined herein.

B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.

1. The particular controls the general.
2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
3. Words used or defined in one tense or form shall include other tenses and derivative forms.
4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
6. The word "shall" is mandatory.
7. The word "may" is permissive.

C. **Definitions:**

Existing definitions in the Parker Municipal Code shall apply unless specifically stated herein.

1. Abut. To have a common border with.
2. Accessory Buildings. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
3. Accessory Dwelling Unit. Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use, including carriage house units located above detached and semi-detached garages, designated for and occupied by not more than one family, and with a maximum size of 600 square feet.
4. Age Restricted Dwelling. Housing limited to buyers and occupants 55 years of age or older within an active adult subdivision filing.
5. Assisted Living Residence. A building containing multiple residential units and/or rooms served by a common dining facility and kitchen and staffed by trained health care professionals who are allowed to administer medications.
6. Building, Principal or Main. A building or buildings which may contain one or more Dwelling Unit(s) in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.
7. Building Front. That exterior wall of a Building which faces a Front Lot Line of a Lot.
8. Building Ground Coverage. The amount of land covered or permitted to be covered by a Building.
9. Building Height. The vertical distance from the average finished grade to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. A weighted average of the finished grade on the perimeter of the building may be utilized.
10. Building Setback. The distance between the Building and the adjacent street right-of-way, property line, exterior of the Private Street Easement, or external planning area boundary.
11. Building Side. That exterior wall of a Building which faces a Side Lot Line of a Lot.

12. Building Rear. That exterior wall of a Building which faces a Rear Lot Line of a Lot.
13. Car Care Center. An establishment providing sales of vehicle fuel and such services as lubrication, oil and tire changes, and minor repairs. This use does not include Paint spraying or body repair.
14. Density, Gross or Average. A ratio of number of Dwelling Units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area (s) or portions thereof; including all land within said Planning Area (s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community, or public use, and Public Street rights-of way and Easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
15. Density, Net. A ratio of number of Dwelling units per acre calculated by dividing the number of Dwelling Units within the boundary of one or more residential Planning Areas or portion thereof by the number of acres contained within the Planning Area(s) or portion thereof; excluding all land within said Planning Area(s) or portion thereof reserved or dedicated for Parks, Open Space, recreation, educational, community or public use, and Public Street rights-of-ways and easements. For calculation purposes, the gross density excludes the 100-year floodplain as mapped by FEMA and slopes of 20% or greater
16. Dwelling Unit, Clustered Single Family. A type of Single Family Detached or Attached Dwelling Unit development that combines reduced lot size with compensating amounts of Open Space within the proposed development.
17. Dwelling Unit, Patio. An alternative type of Single Family Detached or Attached Dwelling Unit in which the private individual Open Space associated with each Dwelling Unit is consolidated into a garden or patio area commonly located toward the side or rear of the Lot. This patio area replaces the conventional front, side and rear yards associated with traditional Single Family Detached Dwelling Units.
18. Dwelling Unit, Single Family. A Dwelling Unit Type which includes both Single Family Detached or Attached Dwelling Units.
19. Dwelling Unit, Single Family Attached. A Building designated for and containing more than one Dwelling Unit and occupied by not more than 6 families within one Structure each of which is separated from the others by one (1) or more un-pierced walls from ground to roof.
20. Dwelling Unit, Single Family Detached. A type of Dwelling Unit designated for and occupied by not more than one family and having no roof, wall or floor in common with any other Dwelling Unit.
21. Dwelling Unit, Townhome. A type of Single Family Attached or Multi-Family Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Townhome Dwelling Units by a common wall. Each Townhome Dwelling Unit has individual outside access. Townhome Dwelling Units may have no side yards, or front and rear yards. May include duplex, tri-plex, four-plex, or more.
22. Dwelling Unit, Zero Lot Line. An alternative type of Single Family Detached Dwelling Unit which is situated on a Lot so that one or more sides rest directly on the boundary line of the Lot.
23. Dwelling Unit, Live/Work. An alternative type of Townhome Dwelling Unit in which a range of retail goods and services, consistent with the Mixed Use (MU) designation are permitted, in combination with residential use, and where residential setbacks apply.
24. Easement, Private Street. An acquired right of use, interest or privilege in land owned by another containing a privately owned access way constructed to the specifications of the Town of Parker but not maintained by the Town of Parker. Town of Parker and Parker Fire Protection District approved fire access shall be provided in all cases.
25. Floor Area Ratio. A measurement of Development intensity expressed as a ratio derived by dividing the total Floor Area of a Building by the actual area of the Lot.
26. Garage, Parallel. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.

27. Garage, Perpendicular. A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
28. Group Care Facilities. A facility where three or more persons are provided supervision and a planned treatment of counseling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local/judicial/health/welfare agency or serve only referrals from such agencies, and is subject to state statute for permitting. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
29. Independent Living. A living arrangement for people with special needs affording them as much independence and autonomy as possible.
30. Land Use Category. A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the PD Master Plan and in Section III. Land Use Regulations of this PD Development Guide.
31. Nursery. An enterprise which conducts the retail and wholesale sale of plants grown on the site, as well as accessory items (but not farm implements) directly related to their care and maintenance. The accessory items normally sold are clay pots, potting soil, fertilizers, insecticides, hanging baskets, rakes and shovels.
32. Planning Areas. Areas of land delineated on the PD Master Plan identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in Section III. - Land Use Regulations of this PD Development Guide. Planning Area boundaries are as depicted on the PD Master Plan.
33. Principal Use. The specific primary purpose, activity or use for which land or any building thereon is designed, arranged or intended, or for which it is occupied or maintained.
34. Recreational Vehicle. A vehicle or a unit that is mounted on or drawn by another vehicle primarily designed for recreation or temporary living. Recreational vehicles include travel trailers, camping trailers, truck campers, motor homes, boats, snowmobiles and other similar recreation equipment.
35. Restaurant, Conventional. An establishment whose principal business is the sale of food and/or beverages to customers whose principal method of operation includes one or both of the following characteristics: (1) customers, normally provided with an individual menu, are served their foods and beverages by a restaurant employee at the same table or counter at which food and beverages are consumed. And (2) cafeteria type operation where food and beverages generally are consumed within the restaurant building.
36. Restaurant, Fast Food. An establishment whose principal business is the sale of food and/or beverages in a "ready to consume" state: (1) within the restaurant building; (2) within a motor vehicle parked on the premises; or (3) off the premises as carry out orders and whose principal method of operation includes the following characteristics: food and/or beverages are usually served in edible containers or in paper, plastic or other disposable containers.
37. Setback. The distance between the Building Line and the adjacent street right-of-way line or Lot Boundary.
38. Structure. Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.
39. Traditional Neighborhood Design (TND). Traditional Neighborhood Design standards are intended to provide flexibility allowing land use patterns representative of those that were planned earlier in the 20th century. Traditional neighborhoods generally have a broad mix of uses including Single Family and Multi-Family land use patterns that help to create more pedestrian friendly streetscapes, in neighborhoods where homes and other uses orient toward the street.

III. LAND USE REGULATIONS

A. Residential (SFd)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Duplex Units and Accessory Uses at no more than 4.5 Dwelling Units per acre.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,
- d. Age restricted senior dwellings.
- e. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- g. Attached or detached private garages (3 cars maximum).
- h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- i. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Community centers, libraries and museums.
- c. Child Care Centers.
- d. Private schools and related facilities for elementary and secondary education.

4. Development Standards

- a. Average Density. The Average Density shall be up to four and five-tenths (4.5) Dwelling Units per acre for each SFd Planning Area. These Average Densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFd residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFd residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 10' to porch or living space
- 18' to garage face
Building Sides - 5'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 18' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot-20'
Rear - 20'
Distance to residential lot – 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings and twenty (20) feet for other Principal Buildings located within SFd Land Use Planning Areas, or
ii) shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFd Planning Areas shall exceed thirty-five (35) feet in height except by special review.
- g. Minimum Lot Sizes. The minimum lot sizes in SFd residential Planning Areas shall be forty five hundred (4500) square feet for single family detached homes, or three thousand (3000) square feet for duplex homes, patio homes, or zero lot line homes.

B. Residential (SFe)

1. Intent
Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, Duplex Dwelling Units, Tri-plex and Four-plex Dwelling Units, Townhome Dwelling Units and Accessory Uses at no more than 6.0 Dwelling Units per acre.
2. Uses Permitted by Right
 - a. Single Family Detached Dwelling Units.
 - b. Zero Lot Line Dwelling Units.
 - c. Duplex.
 - d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units not to exceed 4 units per building.
 - e. Age restricted senior dwellings.
 - f. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
 - g. Attached or detached private garages (3 cars maximum).
 - h. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
 - i. Open Space.
 - j. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
 - k. Places of religious assembly, religious schools.
3. Uses Permitted by Special Review
 - a. Group Care Facilities.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Child Care Centers.
 - e. Private schools and related administrative facilities for elementary and secondary education.
4. Development Standards
 - a. Average Density. The Average Density shall be up to six (6.0) Dwelling Units per acre for each SFe Planning Area, as set forth in the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
 - b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each SFe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning Area.
 - c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.

- d. Building Setback: The minimum Building Setbacks in SFe residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 16' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot - 25'

*subject to utility and drainage easement location

- e. Building Separation. The minimum building separation shall be the greater of:
- eight (8) feet for Single Family Detached Dwelling Units, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SFe Lands Use Planning Area, or
 - shall be governed by the applicable building code.
- f. Building Height. No residential Buildings within SFe Planning Areas shall exceed thirty-five (35) feet in height except by special review.

- g. Minimum Lot Sizes. The minimum lot sizes in SFe residential Planning Areas shall be thirty five hundred (3500) square feet for Single Family Detached Housing, twenty five hundred (2500) square feet for zero lot line, or duplex, two thousand (2000) square feet for patio home.

C. Residential (THe)

1. Intent

Provide for residential Development allowing for a variety of Single Family Detached Dwelling Units, Zero Lot Line Dwelling Units, Single Family Attached, Semi-detached, Clustered Single Family Dwelling Units, , Multi-family/Condominium Units, Duplex Dwelling Units, Townhome Dwelling Units and Accessory Uses, at no more than 14 Dwelling Units per zone.

2. Uses Permitted by Right

- a. Single Family Detached Dwelling Units.
- b. Zero Lot Line Dwelling Units.
- c. Duplex,.
- d. Townhome Dwelling Units including Single Family Attached, Tri-Plex, and Four-Plex Dwelling Units, Semi-detached Dwelling Units and Live/Work Dwelling Units.
- e. Age restricted senior dwellings.
- f. Assisted and/or Independent Living.
- g. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- h. Attached or detached private garages.
- i. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.
- j. Open Space.
- k. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.
- l. Places of religious assembly.

3. Uses Permitted by Special Review

- a. Group Care Facilities.
- b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
- d. Child Care Centers.

4. Development Standards

- a. Average Density. The Average Density shall be up to fourteen (14) Dwelling Units per acre for each THe Planning Area. These average densities are set forth on the PD Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. Maximum Number of Dwelling Units. The maximum number of Dwelling Units permitted within each THe residential Planning Area shall not exceed 110% of the units shown on the PD Development Plan for each individual Planning

Area.

- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback. The minimum Building Setbacks in The residential Planning Areas will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right.

Single Family Detached Unit

Building Front - 8' to front porch or living space
- 18' to garage face
Building Sides - 4'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Patio Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 3'
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 5' from alley

Zero Lot Line Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' one side, 6' other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley*

Duplex Dwelling Unit

Building Front - 10'
- 16' to garage face
Building Sides - 0' on common wall, 5' on other side
Building Sides - 10' from ROW on corner lot
Building Rear - 10'
Building Rear (alley condition) - 0' from alley

Townhome Dwelling Unit (including Live/Work Townhomes)

Building Front - 4' (Principal Building)
- 5' or less or 16' or greater to garage face
Building Sides - 4' from ROW on corner lot
Building Sides - 0' from other property lines & lots with common walls
Building Rear - 4' from alley
Building Rear - 0' from other property lines*
Building Separation 5'

Non-residential Land Uses

Building Front - 20'
Building Side - 10'
Building Side from ROW on corner lot - 20'
Rear - 20'
Distance to nearest residential lot – 25'

*subject to utility and drainage easement location

- f. Building Separation. The minimum building separation shall be the greater of:
i) eight (8) feet for Single Family Detached residential Buildings, ten (10) feet for Buildings containing Single Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each The Planning Area,

or
ii) shall be governed by the applicable building code.

f. Building Height. No residential Buildings within The Planning Areas shall exceed forty (40) feet or three stories in height except by Special Review.

g. Minimum Lot Sizes. The minimum lot sizes for detached homes in The Planning Areas shall be

Single Family Detached Homes - thirty five hundred (3500) square feet

Zero Lot Line - twenty five hundred (2500) square feet

Duplex - two thousand (1200) square feet

Patio Home - two thousand (2000) square feet

Townhome Dwelling Unit - one thousand two hundred (1200) square feet

D. Mixed Use (MU)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services with Duplex, Tri-plex, Four-plex, Townhome, and/or Multi-family residential development.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

a. drug stores

b. liquor stores

c. convenience grocery

(3) Specialty retail including but not limited to:

a. art gallery

b. antiques

c. artisan shops

d. gift shop

e. pet shops

f. florists, plant stores, plant nurseries

g. book store

h. stationery stores

i. retail food specialty shops which sell food products not intended to be consumed on the premises

j. butcher shops

k. candy stores

l. bakeries

m. doughnut shops

n. dairy product shops

o. toy and game stores

p. battery and accessory stores

q. bicycle stores

r. music stores

s. sporting goods store

t. card and gift shop

u. tobacco shop

v. cosmetic store

(4) Hardware and building material stores

(5) General retail merchandise and apparel shops, including but not limited to:

a. junior department stores

b. craft and hobby stores

c. discount department stores

- d. clothing stores
- e. shoe stores
- f. furniture stores, home furnishings
- g. household appliance stores
- h. floor covering, drapery and upholstery stores
- i. electronics stores
- j. cosmetic store;
- k. accessory and specialty store
- (6) Development Sales and Marketing Center

B. Eating and Drinking Establishments

- (1) restaurants
- (2) fast food, including drive-through
- (3) ice cream parlors
- (4) coffee shops
- (5) delicatessens
- (6) lounge, bar or microbrewery
- (7) cafeteria

C. Personal Services

- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
- (2) day care centers, nursery school
- (3) health clubs, tennis courts, swimming pools, community centers

D. Entertainment, Indoor

- (1) indoor movie theaters
- (2) performance arts
- (3) bowling alleys
- (4) skating rinks (both ice and roller)
- (5) pool halls
- (6) arcade amusement centers

E. General Office and Professional Services

- (1) business and professional offices
- (2) medical and dental offices and clinics
- (3) banks and other financial service establishments, with or without drive-through facilities
- (4) electronic funds transfer facilities
- (5) printing and publishing offices
- (6) radio and television offices and/or studios
- (7) mortuaries

F. Lodging

- (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
- (2) bed and breakfast

G. Motor Vehicle

- (1) gasoline stations
- (2) auto repair centers
- (3) tire sales and service
- (4) auto parts stores

(5) car wash

H. General Government or Health Services

(1) fire stations

(2) police department substations

(3) transit facilities

I. Institution of Higher Education

J. Vocational Trade School

K. Structured Parking

L. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as determined by the Planning Director.

M. Residential

1. Age Restricted Dwellings.

3. Duplex, Tri-Plex, and Four-Plex Dwelling Units.

4. Townhome Dwelling Units including Single Family Attached, Semi-detached Dwelling Units and Live/Work Dwelling Units.

5. Independent Living Dwellings.

6. Assisted Living Dwellings.

7. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.

9. Attached or detached private garages, structured parking.

10. Accessory Uses, incidental to the Principal Use or Building, including but not limited to: storage sheds, private greenhouses, home occupations, radio or T.V. antennas, T.V. satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of common household pets according to the regulations and standards contained within the Parker Municipal Code.

11. Open Space.

12. Public or Private parks, playgrounds and recreational facilities including tennis courts, swimming pools and multipurpose trails.

13. All those uses permitted within the Parks and Open Space Land Use categories.

3. Uses Permitted by Special Review

a. Group Care Facilities.

b. Automobile and motor vehicle sales, leasing, rental and/or service.

c. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.

d. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

e. Child Care Centers.

f. Small animal veterinary clinics with no outside facilities.

g. Private schools and related administrative facilities for elementary and secondary education.

4. Development Standards

- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Mixed Use Planning Area shall not be greater than eight tenths (.80) to one (1).
- b. Maximum Number of Dwelling Units. For Planning Area 15 zoned Mixed Use (MU), dwelling units may be transferred at the Site Plan stage up to a maximum density of 22 Dwelling units/gross acre. An increase in the number of permitted Dwelling Units within this Planning Area may be accomplished through a transfer of Dwelling Units from any other Planning Area with an administrative minor amendment, to create an updated map of the PD Development Plan and PD Development Guide.
- c. Cluster Development. Patio homes, dwelling units, zero lot line dwelling units or duplex dwelling units where a reduction in lot size results in additional parcel open space which will not be available for future development.
- d. Building Setback: Non-Residential. The minimum building setback from any public street right-of-way shall be:
 - Building front– 4 feet
 - Building side– 0 feet
 - Building rear– 20 feet
 - Distance to nearest residential use – 25 feet
- e. Building Setback: Residential
 - Building Front – 4' (Principal Building)
 - 5' or less or 18' or greater to garage face
 - Building Sides - 4' from ROW on corner lot
 - Building Sides - 0' from other property lines & lots with common walls
 - Building Rear - 4' from alley
 - Building Rear - 0' from other property lines*
 - Building Separation – 6'
- f. Building Separation. Commercial buildings can have a 0' separation.
- g. Building Height. Buildings or structures in Mixed Use Planning Areas are permitted up to 45' in height without special review and up to 60' in height with Special Review.

E. Commercial

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

2. Uses Permitted by Right

A. Retail

(1) Grocery store

(2) Convenience retail shopping facilities, including but not limited to:

- a. drug stores
- b. liquor stores
- c. convenience grocery

(3) Specialty retail including but not limited to:

- a. art gallery
- b. antiques
- c. artisan shops
- d. gift shop
- e. pet shops
- f. florists, plant stores, plant nurseries
- g. book store
- h. stationery stores
- i. retail food specialty shops which sell food products not intended to be consumed on the premises

- j. butcher shops
 - k. candy stores
 - l. bakeries
 - m. doughnut shops
 - n. dairy product shops
 - o. toy and game stores
 - p. battery and accessory stores
 - q. bicycle stores
 - r. music stores
 - s. sporting goods store
 - t. card and gift shop
 - u. tobacco shop
 - v. cosmetic store
 - (4) Hardware and building material stores
 - (5) General retail merchandise and apparel shops, including but not limited to:
 - a. junior department stores
 - b. craft and hobby stores
 - c. discount department stores
 - d. clothing stores
 - e. shoe stores
 - f. furniture stores, home furnishings
 - g. household appliance stores
 - h. floor covering, drapery and upholstery stores
 - i. electronics stores
 - j. cosmetic store;
 - k. accessory and specialty store
 - (6) Development Sales and Marketing Center
- B. Eating and Drinking Establishments
- (1) restaurants
 - (2) fast food, including drive-through
 - (3) ice cream parlors
 - (4) coffee shops
 - (5) delicatessens
 - (6) lounge, bar or microbrewery
 - (7) cafeteria
- C. Personal Services
- (1) Convenience service establishments, including but not limited to:
 - a. barber shops and beauty salons
 - b. dry cleaners and laundries
 - c. photo studio
 - d. shoe repair shops
 - e. watch or jewelry repair
 - f. travel agency
 - (2) day care centers, nursery school
 - (3) health clubs, tennis courts, swimming pools, community centers
- D. Entertainment, Indoor
- (1) indoor movie theaters
 - (2) performance arts
 - (3) bowling alleys
 - (4) skating rinks (both ice and roller)
 - (5) pool halls
 - (6) arcade amusement centers

- E. General Office and Professional Services
 - (1) business and professional offices
 - (2) medical and dental offices and clinics
 - (3) banks and other financial service establishments, with or without drive-through facilities
 - (4) electronic funds transfer facilities
 - (5) printing and publishing offices
 - (6) radio and television offices and/or studios
 - (7) mortuaries
 - F. Lodging
 - (1) hotels and motels, including detached guest units, restaurants, gift shops and other incidental accessory uses located within the principal building
 - (2) bed and breakfast
 - G. Motor Vehicle
 - (1) gasoline stations
 - (2) auto repair centers
 - (3) tire sales and service
 - (4) auto parts stores
 - (5) car wash
 - H. General Government or Health Services
 - (1) fire stations
 - (2) police department substations
 - (3) transit facilities
 - I. Institution of Higher Education
 - I. Vocational Trade School
 - K. Structured Parking
3. Uses Permitted by Special Review
- a. Automobile and motor vehicle sales, leasing, rental and/or service.
 - b. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
 - c. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.
 - d. Small animal veterinary clinics with no outside facilities.
4. Development Standards
- a. Floor/Area Ratio. The maximum floor-area ratio for each development tract within the Commercial Planning Area shall not be greater than eight tenths (.80) to one (1).
 - b. Building Setback: The minimum building setback from the perimeter of any planning area shall be 15 feet. The minimum building setback from any public street right-of-way shall be:
 - Building Front-4'
 - Building Side-0' if attached to adjacent building, 4' if free standing
 - Building Side from ROW on corner lot-20'
 - Rear-20'
 - c. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) ten (10) feet or
 - ii) shall be governed by the applicable building code.
 - d. Building Height. Buildings or structures in Commercial Planning Areas are permitted up to 60' in height without special review and up to 75' in height with Special Review. Distance to nearest residential area – 50 feet.

F. Parks

1. Intent

To provide for park uses which compliment residential neighborhoods.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Active recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails.
- c. Free standing light fixtures 14' and under.

3. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	20 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or
 - ii) shall be governed by the applicable building code.
- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty-five (45) feet.

G. Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

2. Uses Permitted by Right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks.
- d. Community Gardens.
- e. Drainage Facilities.
- f. Picnic shelters.

4. Development Standards

- a. Building Setback: Street. The minimum building setback from any public street right-of-way line shall be:

Building front–	25 feet
Building side–	15 feet
Building rear–	25 feet
- b. Building Separation. The minimum building or structure separation shall be the greater of
 - i) twenty (20) feet or

ii) shall be governed by the applicable building code.

- c. Building Height. No buildings or structures shall exceed thirty-five (35) feet in height, except by Special Review, in which case no Buildings or Structures shall exceed forty five (45) feet.

IV. ADDITIONAL PLANNING AREA REQUIREMENTS

Sales and Marketing Center

A Sales and Marketing Center may be located in any Planning Area. Eventually the Sales and Marketing Center may be converted to a Community Center or if designed as a private home (with a temporary use as a sales and marketing center) to a for-sale home. While section III.A.2.g of this PD Guide permits facilities anticipated with the future Community Center, the Sales and Marketing Center is a use that will be permitted by right.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Anthology North Amendment 1, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the "ANTHOLOGY NORTH DEVELOPMENT PLAN AND GUIDE" together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the "ANTHOLOGY NORTH Amendment 1 DEVELOPMENT PLAN AND GUIDE" by the Town Council and the recording of such Development Plan and Guide with the Douglas County Clerk and Recorder shall be deemed to be rezoning to a PD-Planned Development District under Section 13.04.150 of the Parker Municipal Code for the real property described in the Development Plan.

ANTHOLOGY NORTH DEVELOPMENT PLAN
AMENDMENT NO. 2
COUNTY OF DOUGLAS, STATE OF COLORADO
1207.9 ACRES - 3,305 UNITS



LEGEND

□ FLOODPLAIN

--- COMMUNITY TRAIL WITHIN THE 100' CHAMBERS ROAD SETBACK

--- PROPOSED COMMUNITY TRAIL (10' WIDE CONCRETE SURFACE)

--- PROPOSED REGIONAL TRAIL (10' WIDE CONCRETE SURFACE)

--- ARAPAHOE CANAL TRAIL

W WELL SITE (ACTUAL LOCATIONS TO BE DETERMINED, WELL SITES ARE SUBJECT TO USE BY SPECIAL REVIEW.)

D DETENTION (ACTUAL LOCATIONS TO BE DETERMINED)

Property Owner Signature: _____

Print Name: _____ Date: _____

Title: _____

Planning Commission Acceptance:
This Development Plan was reviewed and recommended for approval by the Town of Parker Planning Commission on this _____ day of _____, 2020.

Planning Director, on behalf of Planning Commission _____

This planned development plan was reviewed and approved by the Town Council of the Town of Parker on this _____ day of _____, 2020

Mayor, Town of Parker ATTEST: _____

Town Clerk

I hereby certify that this Development Plan was filed in my office on this _____ day of _____, 2020 A.D. at _____ A.M. / P.M. and was recorded with reception number: _____

County Clerk and Recorder _____

- NOTES:**
- THE 3,305 TOTAL DWELLING UNIT COUNT INCLUDES PA 11 AND PA 12
 - "NET ACRES" FOR DU PARCELS EQUALS GROSS ACRES MINUS ROADS, 100' BUFFER ALONG CHAMBERS ROAD AND UTILITY EASEMENTS, AS SHOWN ON THE PLAN.
 - "NET ACRES" FOR PARKS AND OPEN SPACE EQUALS GROSS ACRES MINUS ROADS, AS SHOWN ON THE PLAN.
 - ALL TRAILS TO BE OPEN AND ACCESSIBLE TO THE PUBLIC.
 - ALL PROPOSED COLLECTOR STREETS ARE CONCEPTUAL ONLY. FINAL ALIGNMENTS ARE SUBJECT TO FINAL PARCEL PLANNING AND TRAFFIC ANALYSIS.
 - ADDITIONAL TRAIL CONNECTIONS SHALL BE EVALUATED AT THE TIME OF SUBDIVISION PLAT.
 - GREAT PLAIN WAY FROM HESS ROAD TO CHAMBERS ROAD WILL BE A 3-LANE COLLECTOR.
 - THE ANNEXATION REQUIREMENT FOR PROVIDING A MINIMUM OF 47.32 ACRES OF DEVELOPED PARK SITES IS SATISFIED WITH 49.95 ACRES.
 - 28.53 ACRES OF OPEN SPACE FROM THE ANTHOLOGY NORTH PD HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.
 - THE ANNEXATION REQUIREMENT FOR 240.90 GROSS ACRES OF OPEN SPACE IS SATISFIED WITH 285.27 ACRES PLUS 28.53 ACRES OF OPEN SPACE THAT HAS ALREADY BEEN DEDICATED TO THE TOWN OF PARKER.

ANTHOLOGY DEVELOPMENT CHART						
	Parcel #	Land Use	Gross Acres	Max. Density (per Dev. Guide)	Net Area	DU (Shown on Plan)
	Pa - 11	Sfd	53.62	4.5	52.81	223
	Pa - 12	Commercial	16.64	22.00	15.91	-
	Pa - 13	SFe	17.56	6.00	16.91	71
	Pa - 14	School	75.67	-	71.44	-
	Pa - 15A	Commercial	11.02	22.00	8.89	-
	Pa - 15B	MU	27.81	22.00	25.96	429
	Pa - 16	Commercial	7.31	22.00	7.19	-
	Pa - 17	Commercial	12.05	22.00	10.27	-
	Pa - 18	Commercial	28.84	22.00	25.27	-
	Pa - 19	Fire Station	4.13	-	3.00	-
	Pa - 20 & 22	THE	70.12	14.00	68.04	281
	Pa - 21	Park	6.13	-	6.13	-
	Pa - 23	THE	30.14	14.00	27.44	122
	Pa - 24 & 26	Sfd	44.33	4.50	42.58	149
	Pa - 25	Sfd	34.18	4.50	31.88	114
	Pa - 27	School	12.06	-	10.9	-
	Pa - 28	Sfd	15.29	4.50	14.69	50
	Pa - 29 & 30	THE	38.34	14.00	35.55	155
	Pa - 31	THE	28.59	14.00	25.23	114
	Pa - 32	Park	9.82	-	8.34	-
	Pa - 33	THE	34.02	14.00	31.24	136
	Pa - 34	THE	7.94	14.00	5.95	53
	Pa - 35	THE	15.30	14.00	15.3	104
	Pa - 36	SFe	21.17	6.00	21.17	96
	Pa - 37	SFe	22.09	6.00	21.62	103
	Pa - 38	Sfd	15.84	4.50	15.44	69
	Pa - 39	School	12.96	-	11.98	-
	Pa - 40	SFe	18.39	6.00	15.65	84
	Pa - 41	Sfd	9.60	4.50	8.99	36
	Pa - 42	Sfd	20.77	4.50	19.73	70
	Pa - 43	Park	34.00	-	31.55	-
	Pa - 44	THE	33.37	14.00	32.02	213
	Pa - 45	SFe	30.65	6.00	29.70	152
	Pa - 46	SFe	27.83	6.00	27.72	138
	Pa - 47	Sfd	25.73	4.50	24.64	111
	Pa - 48	SFe	30.22	6.00	29.44	140
	Pa - 49	SFe	18.41	6.00	17.85	92
	Subtotal		921.94	-	868.42	3,305

LAND USE	Gross Acres	Max. Density (per Dev. Guide)	Net Acres	DU (Shown on Plan)
MU	27.81	-	25.96	429
Residential	663.50	-	631.59	2,876
Open Space	285.96	-	243.80	
Parks	49.95	-	46.02	
Schools	100.69	-	94.32	
Fire Station	4.13	-	3.00	
Commercial	75.86	-	67.53	
TOTALS	1207.9		1,112.22	3,305
SFe Total	186.32	6.00	180.06	876
Sfd Total	219.36	4.50	210.76	822
THE Total	257.82	14.00	240.77	1,178
MU Total	27.81	22.00	25.96	429
TOTALS	691.31		657.55	3,305

LAND PLANNING:

people creating spaces

pcsgroup inc. www.pcsgroupco.com
13, 1180 Independence pass
1007 16th street, denver, co 80202
1.303.531.4905 / 1.303.531.4908

ENGINEERING:

CVL
CONSULTANTS

10333 E. DRY CREEK RD.
#240
ENGLEWOOD, CO 80112
720-482-9526

PREPARED FOR:

OEO, LLC
7353 SOUTH ALTON WAY
CENTENNIAL, CO 80112
303.770.9111

ANTHOLOGY
PARKER, COLORADO

DRAWN BY:

DESIGNED BY:
JP

SCALE:
AS SHOWN

SUBMITTED ON:
09/30/2020



Request for Town Council Action

Date: November 2, 2020

Submitted By: Mary Colton, Parks and Recreation Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.325 - First Reading**
A Bill for an Ordinance to Approve the Intergovernmental Agreement By and Between the Town of Parker and Rueter-Hess Recreation Authority Concerning Program Coordination Services
Department: Parks and Recreation, Mary Colton
Second November 16, 2020
Reading:

EXECUTIVE SUMMARY

The Town of Parker and Rueter-Hess Recreation Authority wish to formalize an agreement (IGA) for the coordination of recreation programs and activities at the Rueter-Hess reservoir to include administrative functions.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker is a member of the Rueter-Hess Recreation Authority and provides recreational activities primarily during the summer months. In 2020 the Town successfully administered the Paddle Days program at the reservoir each weekend (June - September). Since the Town has the mechanism to collect registration fees and the Authority does not, the revenue generated by recreational activities is returned to the Authority while the Town is reimbursed for all related activity expenses (staffing, program coordination and administration, supplies). A formalized process is being proposed by the Town's Finance Department and the Recreation Authority through an IGA that would allow for the coordination of recreation activities requiring administrative functions including the exchange of invoices.

FINANCIAL IMPACT

There are no financial impacts.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.325

RECOMMENDED MOTION

I move to approve Ordinance No. 9.325 on first reading and to schedule second reading for November 16, 2020, as part of the consent agenda.

INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROGRAM COORDINATION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROGRAM COORDINATION SERVICES ("Agreement"), made and entered into this ____ day of _____, 2020, by and between the TOWN OF PARKER, hereinafter called "Parker", and the RUETER-HESS RECREATION AUTHORITY, a political subdivision of the State of Colorado, hereinafter called "Authority".

WHEREAS, pursuant to that certain Intergovernmental Agreement Establishing the Rueter-Hess Recreation Authority, dated August 27, 2015 ("Establishing IGA"), the Authority was created to perform the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at the Rueter-Hess Reservoir;

WHEREAS, the Authority desires to provide recreational opportunities at the Reuter-Hess Reservoir but does not have sufficient staff or resources to coordinate programming and desires to have Parker provide program coordination services; and

WHEREAS, Parker has staff and resources to provide the program coordination services on behalf of the Authority and desires to provide such program coordination services.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Services. Parker shall provide program coordination services to the Authority as further described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Services"). Except for those staffing and equipment necessary for the provision of the Services, the Authority shall be responsible for all aspects of staffing, contracting, programming, scheduling and supplying all necessary equipment for the programmed activities, and for all costs and expenses related thereto.
2. Compensation. The total compensation due for the Services provided by Parker shall be pursuant to the rate schedule in Exhibit A. The District shall also compensate Parker for administrative expenses incurred for providing the Services. Parker shall submit to the Authority by the first of each month detailed invoices of the Services performed and direct administrative costs presented for reimbursement.
3. Insurance. Each party shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Each party shall name the other as an additional insured and proof of such insurance coverage shall be presented to the other party on demand. All policies of insurance required hereby shall name the Town as an additional insured party. Contracts with third party providers shall require indemnification of the Town by all third parties and require the Town to be named as an additional insured party on all policies. Activity waivers signed by participants shall include the Town as a party that is indemnified and/or held harmless from any claims arising from the programmed activities.

4. Term. The term of this Agreement shall be from the date first entered above until December 31, 2020, unless otherwise terminated as provided herein. This Agreement shall be automatically renewed for additional one-year terms. Either party may terminate this Agreement by delivering 30 days' written notice of termination to the other party. The Authority shall pay the Town for Services performed prior to such termination.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
6. No Waiver of Governmental Immunity. Nothing herein shall be deemed a waiver of immunity under § 24-10-101, *et seq.*, C.R.S.
7. Non-Appropriation. The obligations of the Authority as set forth in this Agreement are subject to annual appropriation of the Authority and nothing contained herein shall be constructed as a multiple fiscal year obligation of the Authority as defined in Article X, Section 20 of the Colorado Constitution.

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

PARKER:

ATTEST:

TOWN OF PARKER

Carol Baumgartner, Town Clerk

By: _____
Mike Waid, Mayor

APPROVED AS TO FORM AND SUFFICIENCY:

Town Attorney's Office

APPROVED AS TO FORM AND SUFFICIENCY:

Steve Bedard, Risk Manager

AUTHORITY:

ATTEST:

RUETER-HESS RECREATION AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

Paddle Days Coordination Services:

- Manage online registration (monitoring, printing rosters, responding to customer questions/concerns)
- Develop program scope and descriptions for website
- Process program refunds, transfers or credits as needed
- Recruit, hire and train gate, parking and MOD (event lead) staff
- Schedule and manage gate and parking staff
- Communicate rules and guidelines for participants and staff
- Update website with appropriate program details as needed
- Work closely with other on-site vendors (Rapid Response, Ranger) to ensure effective communication
- Collect payment at front gate for access to Paddle Days program
- Provide radio communication for Ranger, Emergency Response, Gate and Parking
- Prepare and provide weekly rosters for gate attendants
- Monitor expenses for gate and parking staff
- Monitor revenues for Paddle Day activities
- Provide monthly updates to Parker Water and Rueter-Hess Recreation Authority

RATES FOR SERVICES

Estimated Costs for Site Coverage for Paddle Days:

Staff	Hours/Day	Pay Rate	Cost/Day	# of Days	Total Cost
Event Lead	5.75	\$17.00	\$97.75	15	\$1,466.25
Parking	5.75	\$13.50	\$77.63	15	\$1,164.38
Gate 1	5.75	\$13.50	\$77.63	15	\$1,164.38
Admin Costs		\$20.00	\$160.00	15	\$2,250.00
Total			\$413.01		\$6,035.00

EXHIBIT B

INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$500,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.



Request for Town Council Action

Date: November 2, 2020

Submitted By: Carolyn Washee-Freeland, Associate Planner

Reviewed By: Michelle Kivela, Town Administrator

Title: **RESOLUTION NO. 20-054**
A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

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

EXECUTIVE SUMMARY

The Colorado Municipal Annexation Act of 1965, C.R.S. 31-12-105 et. seq., requires that municipalities prepare and adopt a Three-Mile Area Plan prior to annexing property into their territorial boundaries. The Town of Parker prepares an updated Three-Mile Area Plan annually to comply with State law and support on-going annexation activity. The Plan identifies unincorporated land that is located within three miles of Town boundaries, depicts the Town's Planning Area and incorporates reference information for service provision.

The Planning Commission held a public hearing on October 22, 2020 and recommended Town Council approve the proposed 2020 Three-Mile Area Plan.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town of Parker actively pursues annexation opportunities that are consistent with the Town's designated Planning Area in the Parker 2035 Master Plan and the annual Three-Mile Area Plan. The 2020 Three-Mile Area Plan has been prepared to comply with the Municipal Annexation Act of 1965. The primary purpose of the Plan under State statute is to require municipalities to identify areas for potential annexation within three (3) miles of existing boundaries and to consider how they will provide services if these areas are annexed. The Annexation Act, at C.R.S. 31-12-105(e)I, provides that:

Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.

Overview of 2020 Three-Mile Area Plan

Town staff has updated the previously adopted Three-Mile Area Plan to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town's current municipal boundaries.

The total unincorporated land within the three-mile boundary is approximately 49,694 acres or 77.23 square miles. The 2020 Plan has eight (8) components as follows:

1. Introduction
2. Overview of Sub-Areas
3. Transportation
4. Parks, Natural Areas and Open Land Related Items
5. Utilities and Related Items
6. Proposed Land Uses
7. Enclaves Located within Parker
8. Map Exhibits

The changes found in the 2020 Three-Mile Area Plan include minor revisions to the map exhibits. In addition, the Plan also references planning documents from the Town and surrounding jurisdictions. It complies with State statute and if adopted will support the Town's annexation activities in 2021.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Planning Commission Staff Report
2. Resolution No. 20-054

RECOMMENDED MOTION

I move to approve Resolution No. 20-054, as part of the consent agenda.



Planning Commission Staff Report

Planning Commission Date: 10/22/2020

Town Council Date: 11/2/2020

Hearing Type: RESOLUTION
RESOLUTION NO. 20-054 - A Resolution to Adopt the Town of Parker, Colorado, Three-Mile Area Plan

Location: Town of Parker – Three-Mile Radius

Project Planner: Carolyn Washee-Freeland, Associate Planner

Applicant: Town of Parker

Executive Summary: The Town of Parker Three-Mile Area Plan (the ‘Plan’), was originally adopted by Town Council in 2006 and is a plan document developed to comply with the Municipal Annexation Act of 1965. State law requires that the Town update the Plan annually.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council adopt the Town of Parker’s 2020 Three-Mile Area Plan.”

ALTERNATIVE MOTIONS

“I move that the Planning Commission recommend that Town Council deny adoption of the Town of Parker’s 2020 Three-Mile Area Plan.”

“I move that the Planning Commission vote to continue adoption of the Town of Parker’s 2020 Three-Mile Area Plan to a future date.”

I. BACKGROUND/DISCUSSION

The Plan was prepared for the purpose of complying with the Municipal Annexation Act of 1965 which is intended to ensure that municipalities are able to provide services in newly annexed areas. Section 31-12-105(e)(I) of the Colorado Revised Statutes provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

Overview of 2020 Three-Mile Area Plan

The Plan was prepared to address the requirements as outlined in the Colorado Revised Statute Section 31-12-105(e)(I), regarding unincorporated lands located within three (3) miles of the Town of Parker’s current municipal boundaries. The unincorporated land described in the Plan includes properties located in Douglas, Arapahoe and Elbert Counties. The Plan boundary perimeters also encompass incorporated areas located within portions of the City of Lone Tree, City of Centennial, City of Foxfield, City of Aurora, Town of Castle Rock and the City of Castle Pines.

In 2020, unincorporated lands within the three-mile boundary totaled approximately 49,694 acres or 77.23 square miles. All annexations from August 2019 to August 2020 are included in Map 1 of the attached Plan.

The 2020 Plan is brief since the Town has a Planning Area Boundary and a Comprehensive Master Plan which already address many of the requirements of the Statute. This year, the Plan framework has been updated with eight (8) chapters:

1. Introduction
2. Overview of Sub-Areas
3. Transportation
4. Parks, Natural Areas, and Open Land Related Items
5. Utilities and Related Items
6. Proposed Land Uses
7. Enclaves Located within Parker
8. Map Exhibits

These chapters refer to those plans, policies, maps and other documents adopted by the jurisdictions that are located within the Three-Mile Plan area.

What the Plan does:

- References planning documents from the Town of Parker and nearby jurisdictions
- Complies with state law

What the Plan does not do:

- Change the Master Plan
- Change the Parker Planning Area
- Change the Town's regulations or zoning
- Obligate the Town to change any of the above

II. PRIOR ACTIONS

Date	Action
11/04/2019	Town Council Adopted the 2019 Three-Mile Area Plan

III. RECOMMENDED CONDITIONS

Staff recommends that the Planning Commission recommend Town Council adopt the 2020 Three-Mile Area Plan.

IV. ATTACHMENTS

1. 2020 Three-Mile Area Plan with maps including changes
2. Resolution No. 20-054

Report Approved By: Bryce Matthews, Planning Manager

RESOLUTION NO. 20-054, Series of 2020

**TITLE: A RESOLUTION TO ADOPT THE TOWN OF PARKER, COLORADO,
THREE-MILE AREA PLAN**

WHEREAS, the Municipal Annexation Act of 1965 provides that municipalities need a three-mile area plan (the "Plan");

WHEREAS, the Plan should generally describe the proposed location, character and extent of roads, bridges, parks, open spaces, public utilities and transportation facilities within the three-mile plan area; and

WHEREAS, the Municipal Annexation Act of 1965 requires the Plan to be updated at least once annually.

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 adopts the Three-Mile Area Plan, which is attached hereto as **Exhibit 1** and incorporated by this reference.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

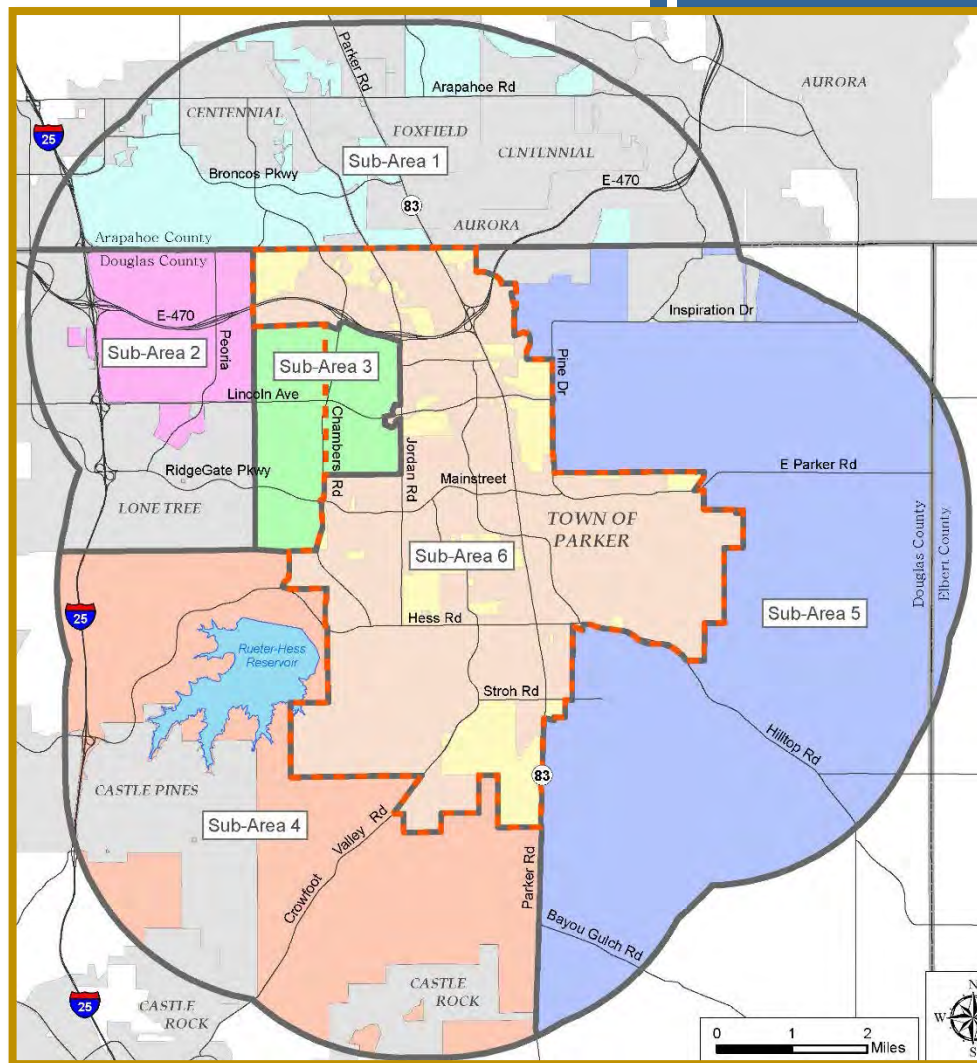
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk



2020 Three-Mile Area Plan for the Town of Parker, Colorado



Updated: October 2020

Contents

I. Introduction.....	3
II. Overview of Sub-Areas	5
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IV. Parks, Natural Areas, and Open Land Related Items	6
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V. Proposed Land Uses	7
VI. Enclaves Located within Parker	9
VII. Map Exhibits.....	10
Map 1 – Surrounding Jurisdictions	
Map 2 – Transportation Facilities	
Map 3 – Significant Waterways	
Map 4 – Significant Parks	
Map 5 – Water and Sanitation Districts	
Map 6 – County Zoning	

I. Introduction

Purpose

The Three-Mile Area Plan is a policy document developed to comply with the Municipal Annexation Act of 1965. The purpose of this Plan is to ensure the adequate provision of municipal services within newly annexed lands based on Section 31-12-105(e)(I) of the Colorado Revised Statutes which provides that:

“Prior to the completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area.”

The Statute requires a municipality to adopt an annexation plan prior to the annexation of any land into the municipality. Parker’s Three-Mile Area Plan provides a general description of all unincorporated lands located within three miles of the Town’s municipal boundaries. The Town of Parker’s 2035 Master Plan, as amended, provides guidance on proposed land uses within the Town’s planning area. Proposed annexations should be consistent with the Town’s Master Plan and Three-Mile Area Plan.

Methodology

The methodology used to develop the Three-Mile Area Plan focused on the use of GIS mapping, data collection, and research of unincorporated lands located within the Town’s three-mile boundary. Parker’s three-mile boundary was then divided into six (6) Sub-Areas (see figure 1) to facilitate the analysis. Unincorporated lands located within each Sub-Area were examined to determine general character, land use, transportation, extent of infrastructure, open space, and parks and recreation, and are further defined on maps 1 through 6.

2020 Three-Mile Area Plan Town of Parker, Colorado

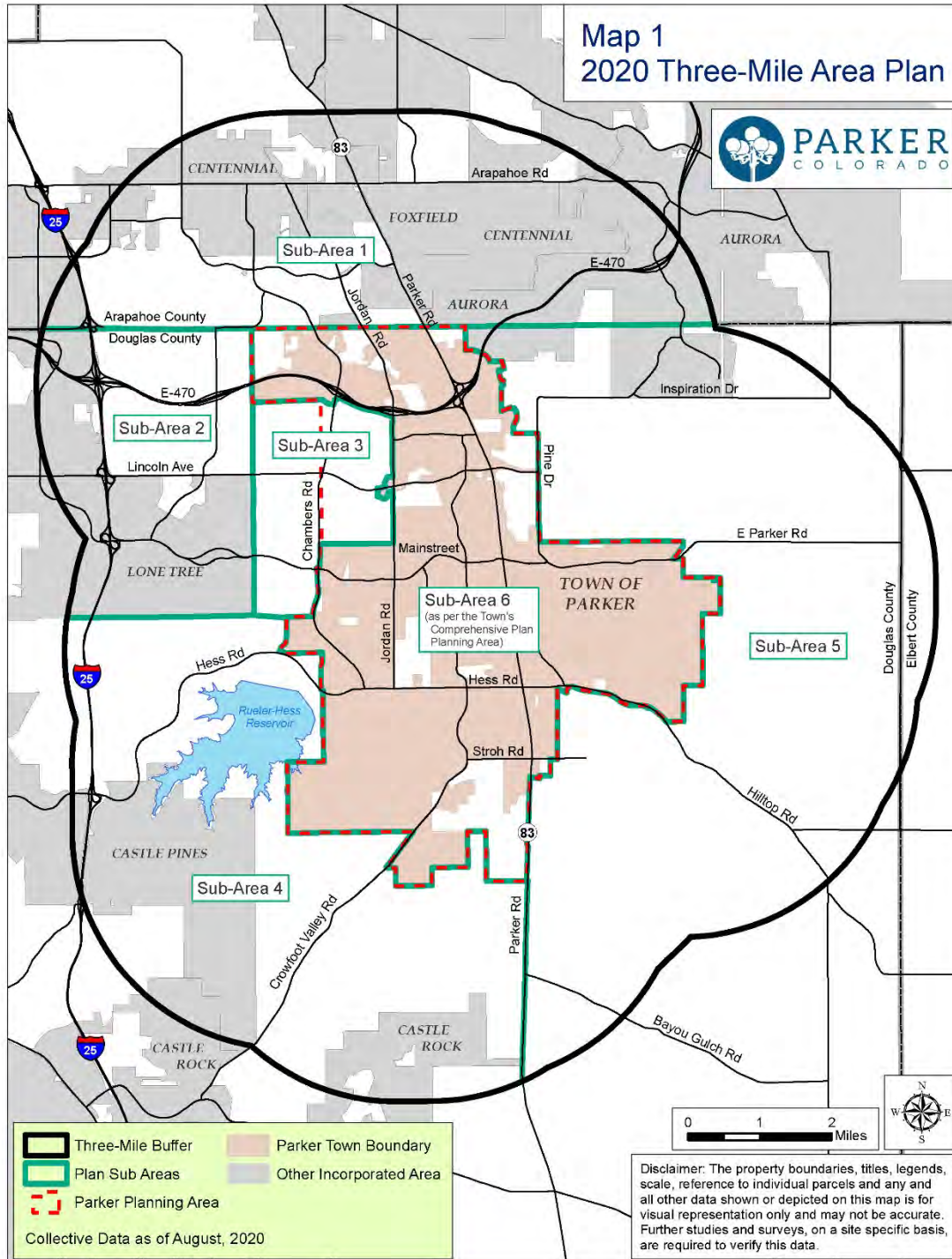


Figure 1 – Town of Parker Three-Mile Boundary – based on the Town’s Municipal Boundary

II. Overview of Sub-Areas

The land described in this Three-Mile Area Plan includes properties located in Douglas, Arapahoe, and Elbert Counties. The Three-Mile Area Plan boundary perimeters also encompass the municipal boundaries of the City of Lone Tree, City of Centennial, City of Foxfield, City of Aurora, Town of Castle Rock, and the City of Castle Pines. The general character of land ranges from rolling hills, high plains grasslands, bluffs, forest, as well as highly developed urban areas. In 2020, unincorporated lands within the three-mile boundary total approximately 49,694 acres or 77.65 square miles (see table 1).

Table 1 – Total acreage of all unincorporated land within Parker’s three-mile boundary (excludes any municipal lands)

Parker Three-Mile Area Plan Sub-Areas	Total Unincorporated Acreage
Sub-Area One	4,542
Sub-Area Two	2,954
Sub-Area Three	2,966
Sub-Area Four	12,859
Sub-Area Five	23,726
Sub-Area Six	2,647
Grand Total Acreage	49,694

Relevant Plans, Policies and Other Documents

Parker’s Three-Mile Area Plan references plans, policies, maps and other documents that have been adopted by the Town of Parker and other jurisdictions within the Three-Mile Area Plan area. These plans, policies, maps and documents describe the proposed location, character and extent of specific infrastructure and development characteristics.

III. Transportation

The following documents relate to the transportation specific issues within the Plan area:

Streets, Bridges and Parkways

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Town of Parker Transportation Master Plan
- Town of Parker Bike Lane Plan
- Parker Complete Streets Policy
- Parker Road Corridor Plan
- Chambers and Hess Roads Subarea Plan
- Town of Parker Salisbury Estates Neighborhood Objective
- Douglas County 2040 Comprehensive Master Plan
- Douglas County 2040 Transportation Plan
- Douglas County Comprehensive Bike Plan/Map

- Arapahoe County Comprehensive Plan
- Arapahoe County 2035 Transportation Plan
- Arapahoe County Bicycle/Pedestrian Master Plan
- City of Aurora Places Comprehensive Plan
- City of Aurora Bicycle and Pedestrian Master Plan
- City of Castle Pines Comprehensive Plan
- City of Castle Pines Master Transportation Plan
- City of Centennial Comprehensive Plan
- City of Centennial Transportation Master Plan
- City of Lone Tree Comprehensive Plan
- City of Lone Tree 2040 Transportation Master Plan
- Town of Castle Rock 2030 Comprehensive Plan
- Town of Castle Rock Transportation Master Plan
- Elbert County Comprehensive Plan
- West Elbert County Transportation Master Plan

Transit Services and Terminals for Public Transportation

- Town of Parker Transit Feasibility Study
- Town of Parker Fixed Guideway Transit Study
- Regional Transportation District Southeast Corridor Service Plan
- DRCOG 2040 Metro Vision Regional Transportation Plan

Airport/Aviation Fields

The attached map entitled “Map 2: Transportation Facilities, Three-Mile Area Plan” locates the sole airport within the Plan, Centennial Airport. Airports and aviation fields are further referenced in Centennial Airport Authority’s Airport Influence Area (AIA) Map and Centennial Airport Land Use Guidelines.

Other Public Ways

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan.

IV. Parks, Natural Areas, and Open Land Related Items

The following documents relate to issues regarding parks, natural areas, and open land related items within the Town of Parker and in unincorporated areas in the Plan:

Waterways

- The attached map entitled “Map 3: Significant Waterways, Three-Mile Area Plan” locates all significant waterways within the Plan area
- Cherry Creek Basin Open Space Conservation and Stewardship Plan
- Major Drainageway Plan from Cherry Creek Reservoir to Scott Road
- Reuter-Hess Reservoir 2016 Recreation Master Plan
- Town of Parker Municipal Code, 13.05.010 Floodplain Regulations
- Town of Parker Storm Drainage and Environmental Criteria Manual

Waterfronts

Any and all waterfronts associated with waterways within the Plan area.

Playgrounds, Squares and Parks

The attached map entitled “Map 4: Significant Parks, Three-Mile Area Plan Boundary” locates all significant parks within the Plan area.

- City of Lone Tree 2017 South Suburban Parks and Recreation Master Plan
- City of Lone Tree RidgeGate East 2018 South Suburban Parks and Recreation Master Plan Addendum

Open Space

- Town of Parker Open Space, Trails and Greenways Master Plan
- Town of Parker Parks, Recreation and Open Space Master Plan
- Castle Rock Parks and Recreation Master Plan
- Castle Pines Parks and Recreation Comprehensive Plan
- Douglas County Parks Trails and Open Space Master Plan
- Elbert County Open Lands, Parks and Trails Plan
- Arapahoe County Open Space Master Plan
- City of Lone Tree Walk & Wheel Plan
- City of Centennial Trails and Recreation Plan

V. Utilities and Related Items

The following documents relate to issues regarding utilities and related items for the Plan:

Public Utilities*

- The attached map entitled “Map 5: Water and Sanitation Districts, Three-Mile Area Plan”
- Cottonwood Water and Sanitation District Plan
- Parker Water and Sanitation District Water and Sanitation Plan
- Stonegate Village Metro District Master Plan
- The Town of Parker does not provide any terminals for water, light, sanitation, transportation and power.

** Most water and sanitation districts located within the three-mile area have service plans that are not referenced in this plan. The Special District Control Act, requiring special districts to have a service plan, has been in existence since 1965 and was updated in 1981. Under C.R.S. § 32-1-208, Districts organized without a service plan are more or less deemed to have a service plan called a "statement of purposes." Districts with a "statement of purposes" for a service plan are not listed in this document.*

V. Proposed Land Uses

The following documents relate to issues regarding proposed land uses within the Town of Parker and in unincorporated areas in the Plan:

Land Uses defined within the Planning Area

- Town of Parker 2035 Master Plan
- Town of Parker Mainstreet Master Plan
- Douglas County Comprehensive Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

Land Use defined outside the Planning Area

- Douglas County Comprehensive Plan
- Arapahoe County Comprehensive Plan
- Elbert County Master Plan
- The attached map entitled “Map 6: County Zoning, Three-Mile Area Plan”

VI. Enclaves Located within Parker

Parker has unincorporated enclaves that are located entirely within the outer boundaries of the Town, within Douglas County. Predominant land uses for the enclaves are residential, rural residential, agricultural, outdoor storage, light industrial, landscape nursery, and farming activities. Each enclave is further described as follows.

List of Enclaves

Canyon Rim Circle & Chambers Road

Zoned: Planned Development

Land Use: Canyon Creek Condos Residential (NE Corner)

Jordan Road & Acer Drive

Zoned: Planned Development (Cottonwood 11 Amendment 1)

Land Use: Single Family Residential

Jordon Road & Apache Plume Drive

Zoned: Planned Development (Cottonwood 10B1st Amd)

Land Use: Single Family Residential (East)

Jordon Road & Cottonwood Drive

Zoned: Planned Development (Cottonwood Mixed Commercial Industrial 1)

Land Use: Lt. Industrial, Residential, Open Space, a portion of the Cherry Creek Trail

Lincoln Avenue & Dransfeldt Road

Zoned: Agricultural One

Land Use: Residential (SE Corner)

Parkglenn Way & Longs Way

Zoned: Commercial (Parker Pro Park Amd 1 & Parker Professional Park)

Land Use: Commercial (NW Corner)

Newlin Gulch Blvd & E. Meadow Vista Circle

Zoned: Agricultural One

Land Use: Vacant (SE of East-West Trail)

Mainstreet & Newlin Gulch Blvd (North)

Zoned: Agricultural One

Land Use: Church Property (NE Corner)

Hess Road, Jordan Road, Todd Drive & Motsenbocker Road

Zoned: Agricultural One, Rural Residential and Light Industrial

Land Use: Douglas County Public Works, Cherry Creek Highlands Large Lot Residential, Outdoor RV Storage and Garden/Nursery

Motsenbocker Road (North of Parker's Parks & Open Space facility)

Zoned: Agricultural One

Land Use: Landscaping Company

Dransfeldt & Twenty-Mile Road

Zoned: Agricultural One

Land Use: Flat Acres Farm (SW Corner)

Motsenbocker Road & King Court

Zoned: Rural Residential

Land Use: Large Lot Residential (East)

Hess Road & Pine Bluffs Way (on Cockriel Drive)

Zoned: Agricultural One

Land Use: Cockriel Boarding Stables (South)

Parker Road & Pine Lane

Zoned: Agricultural One

Land Use: Agriculture (NW Corner)

VII. Map Exhibits

Map 1 – Surrounding Jurisdictions

Map 2 – Transportation Facilities

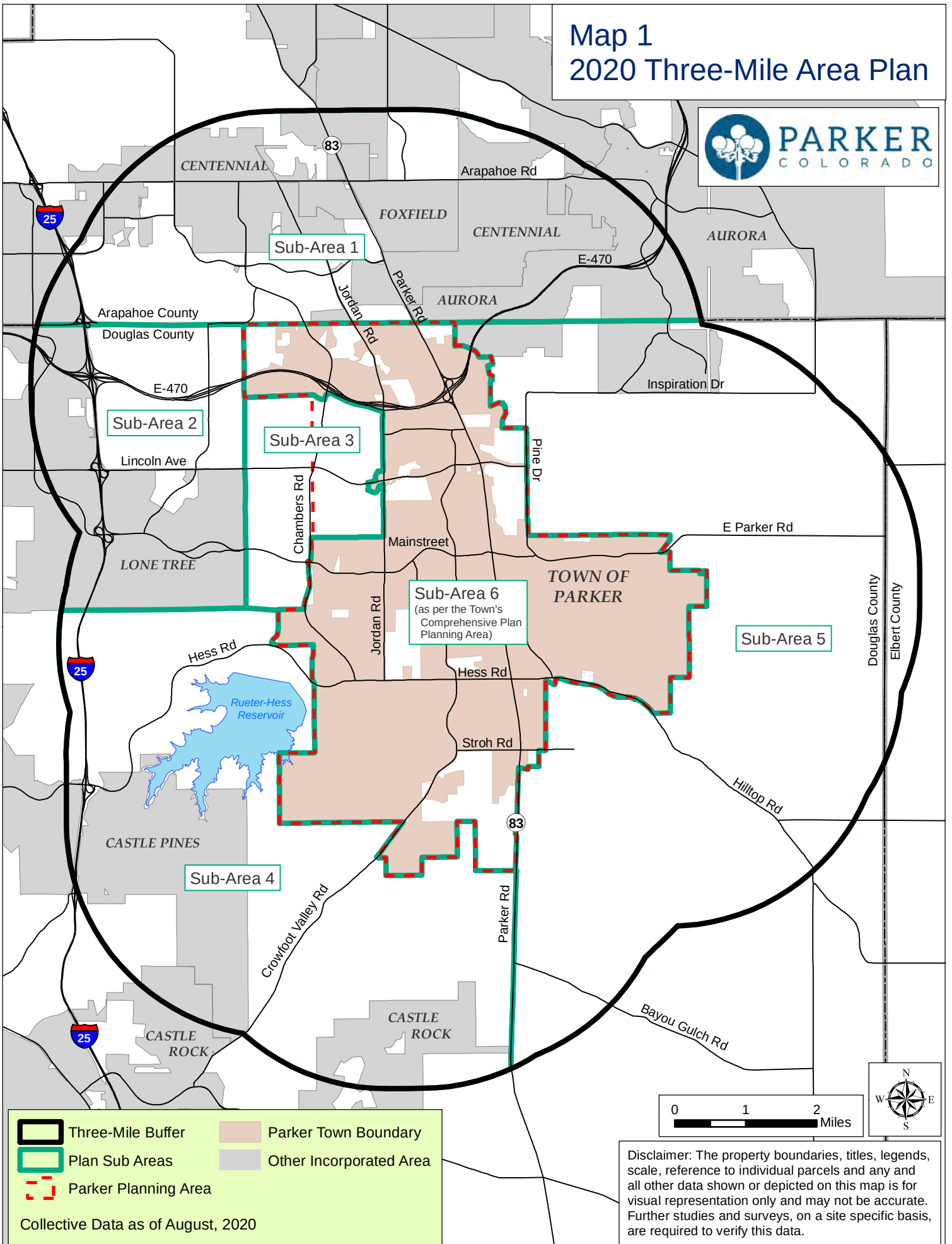
Map 3 – Significant Waterways

Map 4 – Significant Parks

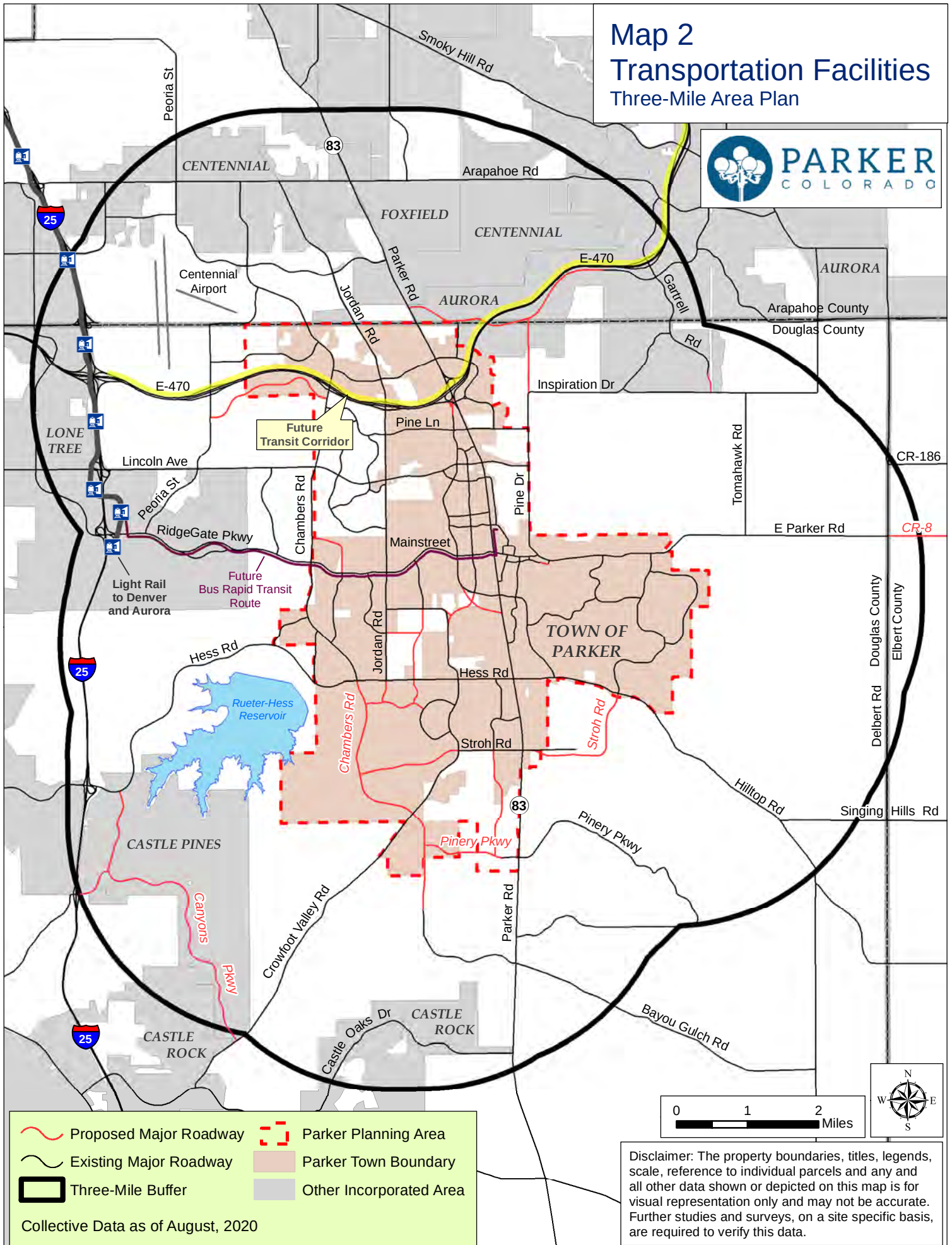
Map 5 – Water and Sanitation Districts

Map 6 – County Zoning

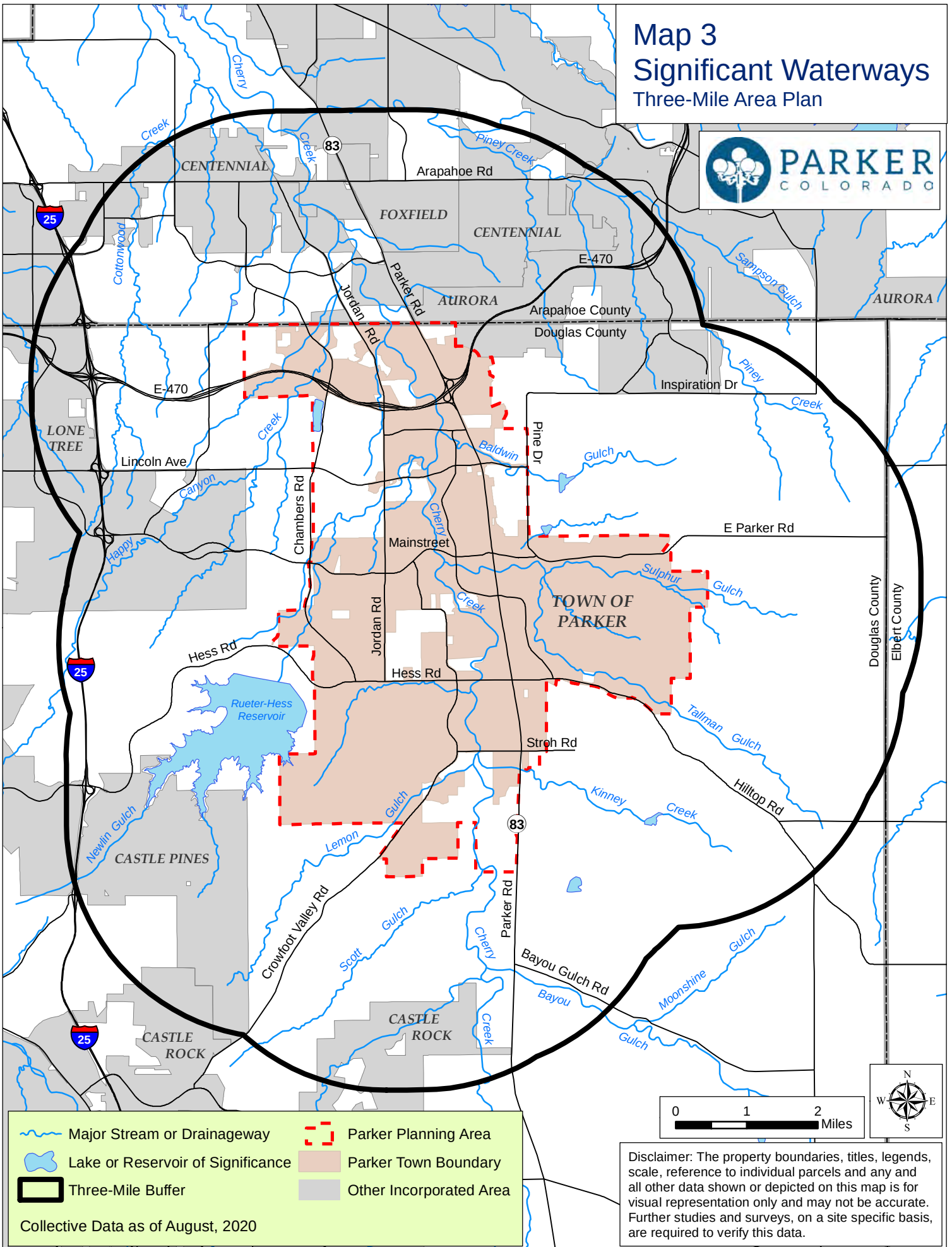
Map 1 2020 Three-Mile Area Plan



Map 2 Transportation Facilities Three-Mile Area Plan

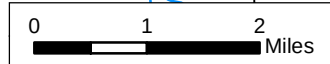


Map 3 Significant Waterways Three-Mile Area Plan



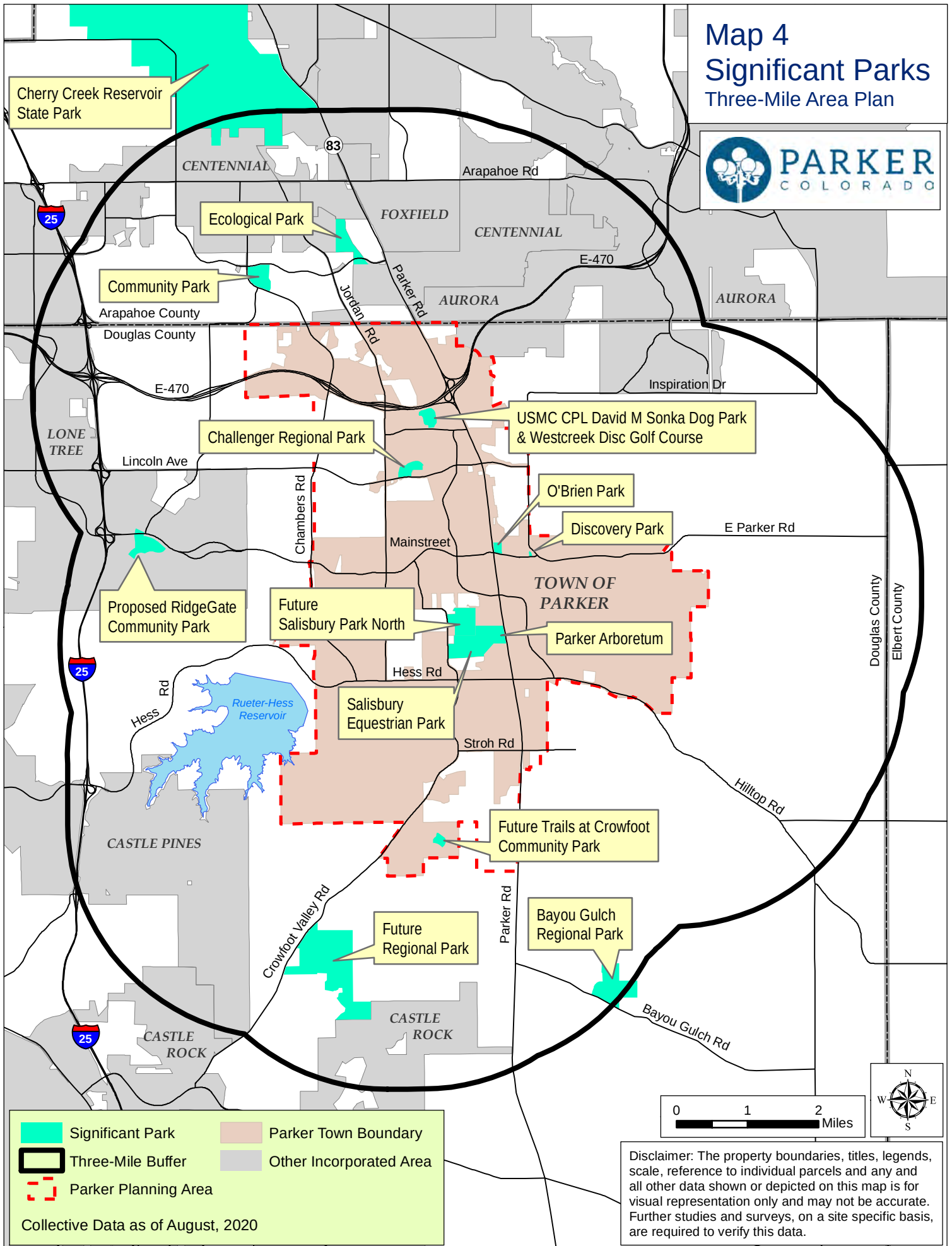
- Major Stream or Drainageway
- Lake or Reservoir of Significance
- Three-Mile Buffer
- Parker Planning Area
- Parker Town Boundary
- Other Incorporated Area

Collective Data as of August, 2020



Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 4 Significant Parks Three-Mile Area Plan

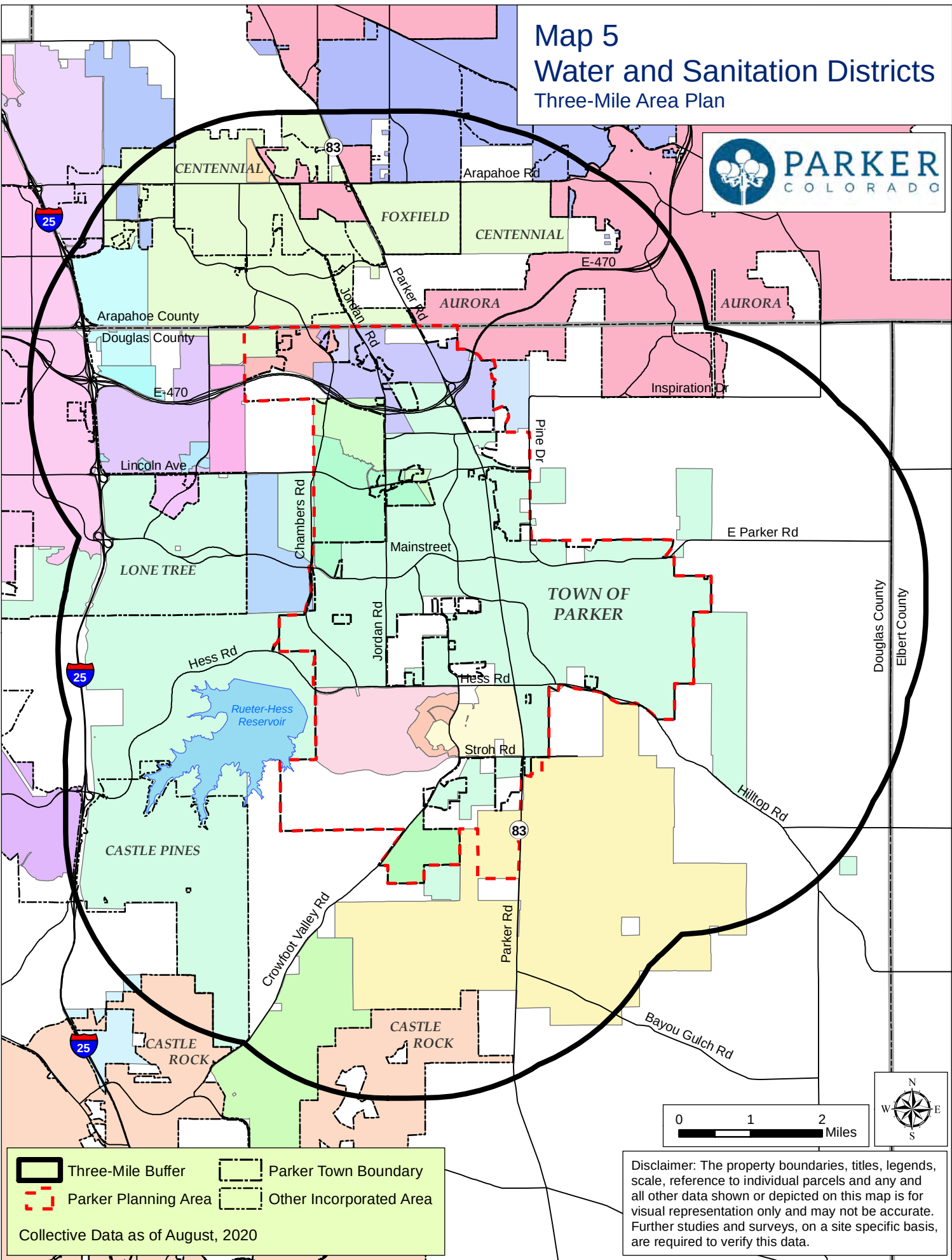


Significant Park
 Parker Town Boundary
 Other Incorporated Area
 Three-Mile Buffer
 Parker Planning Area

Collective Data as of August, 2020

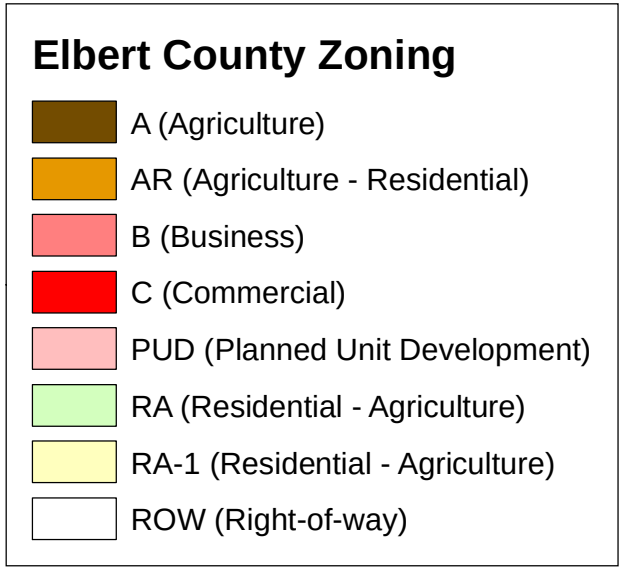
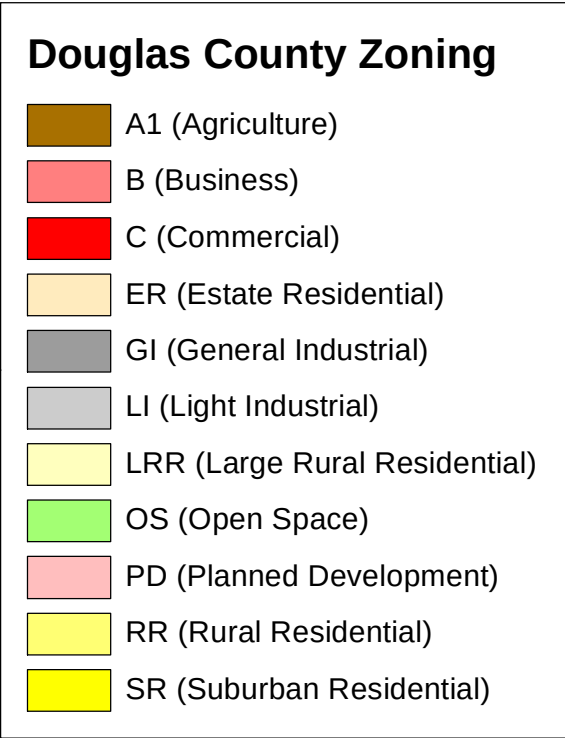
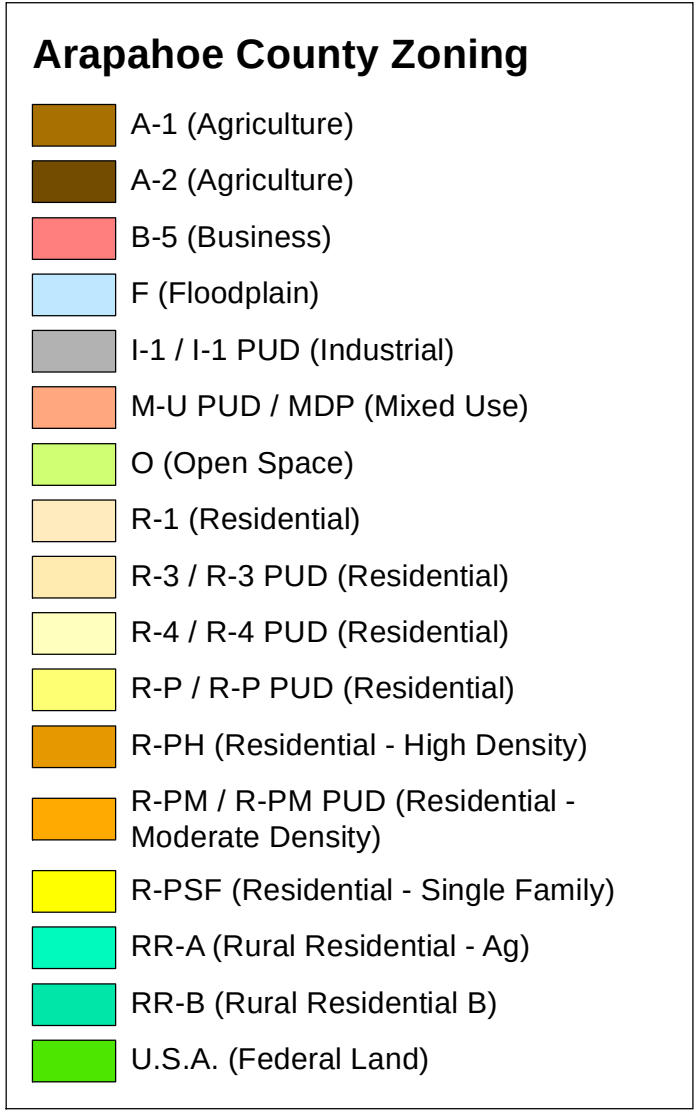
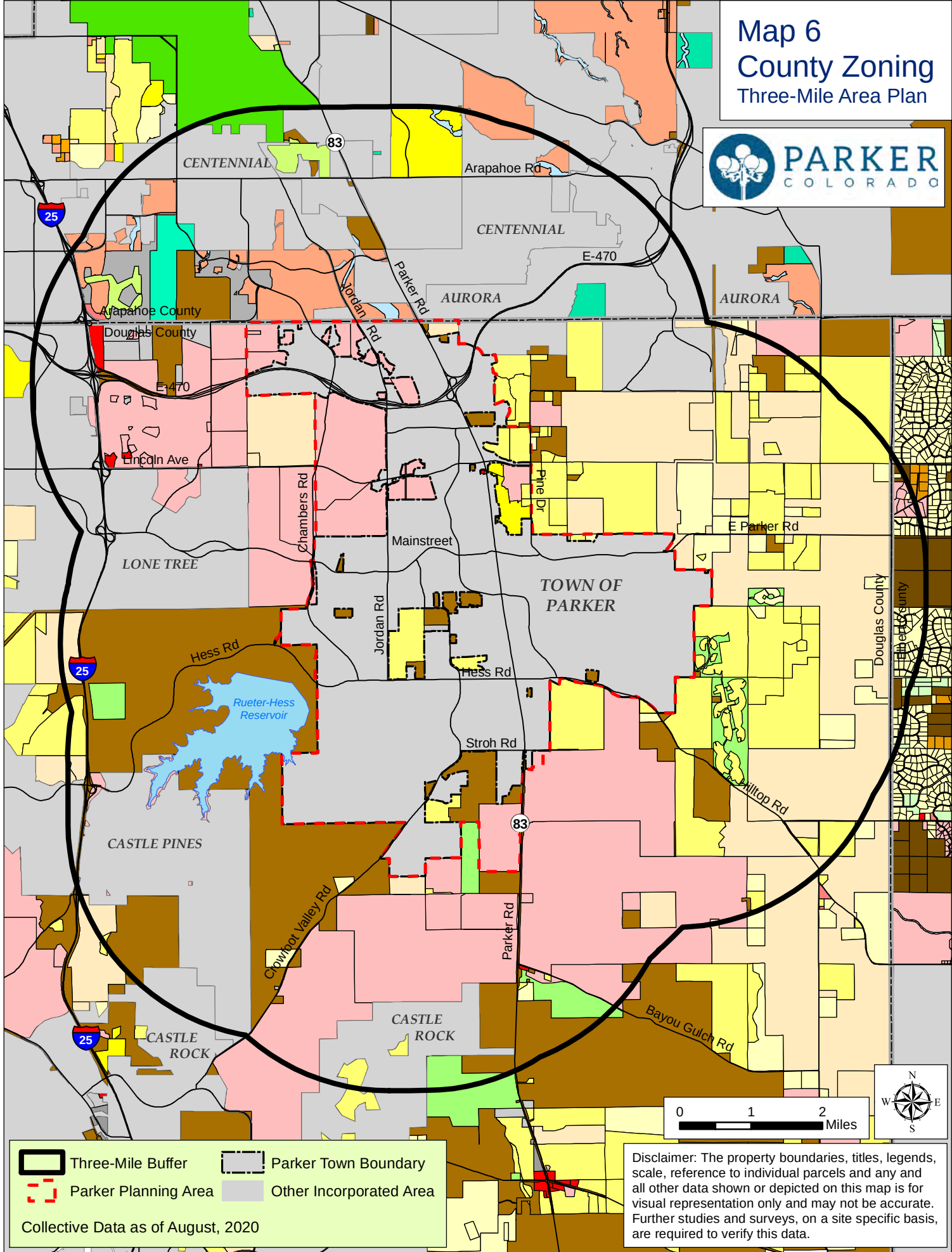
Disclaimer: The property boundaries, titles, legends, scale, reference to individual parcels and any and all other data shown or depicted on this map is for visual representation only and may not be accurate. Further studies and surveys, on a site specific basis, are required to verify this data.

Map 5
Water and Sanitation Districts
Three-Mile Area Plan



Water & Sanitation Districts

- Airport Vista Metro District 2
- Anthology West Metro District 2-6
- Arapahoe County Water & Wastewater Authority
- Aurora Water
- Castle Pines North Metro District
- Castlewood Water & Sanitation District A, B & D
- Cherry Creek South Metro District 1
- Cherry Creek South Metro District 4-11
- Compark Business Campus Metro
- Compark Business Campus Metro Dist Debt Svc 1 & 2
- Cottonwood Water & Sanitation District
- Crowfoot Valley Ranch Metro District 2
- Denver SE Suburban Water & Sanitation District
- E-470 Potomac Metro District
- East Cherry Creek Valley Water & Sanitation District
- East Valley Metro Water & Sanitation District
- Havana Water & Sanitation District
- Inverness Water & Sanitation District and Debt Svc's
- Lincoln Park Metro District
- Lincoln Park Metro District Debt Service
- Meridian Metro Debt Service 1 & 2
- Meridian Metro District
- Meridian Village Metro District 1-4
- North Meridian Metro District
- Parker Water & Sanitation District
- Sierra Vista Douglas Mutual Water Co
- Silver Heights Water & Sanitation District
- South Meridian Metro District Debt Service 1-3
- Southgate Water District
- Stonegate Village Metro District
- Town of Castle Rock
- Trails at Crowfoot Metro Districts 1-3





Request for Town Council Action

Date: November 2, 2020
Submitted By: Kristin Hoffmann, Deputy Town Attorney
Reviewed By: Michelle Kivela, Town Administrator
Title: **RESOLUTION NO. 20-053**
A Resolution to Approve the Eleventh Amendment to Agreement with Judge Kevin Sidel
Department: **Town Council**

EXECUTIVE SUMMARY

The purpose of the Eleventh Addendum is to extend the Municipal Court Judge's appointment for an additional two-year term, through December 31, 2022, and to fix the salary and compensation for the Judge during this two-year term, as described in the attached Addendum.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town Council reviewed the performance of the Municipal Court Judge over the previous two years and, based upon that performance, desires to increase the compensation of the Municipal Court Judge in the manner provided in the agreement between the Town and the Municipal Court Judge.

FINANCIAL IMPACT

Judge Sidel's compensation will be increased to \$40,000 annually.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Resolution No. 20-053

RECOMMENDED MOTION

I move to approve Resolution No. 20-053, as part of the consent agenda.

RESOLUTION NO. 20-053, Series of 2020

TITLE: A RESOLUTION TO APPROVE THE ELEVENTH AMENDMENT TO AGREEMENT WITH JUDGE KEVIN SIDEL

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

Section 1. The Town Council of the Town of Parker hereby approves the Eleventh Amendment to Agreement with Judge Kevin Sidel, which is attached hereto as **Exhibit A** and incorporated herein.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

ELEVENTH ADDENDUM TO AGREEMENT WITH JUDGE KEVIN SIDEL

THIS ELEVENTH ADDENDUM is made and entered into this ____ day of _____, 2020, by and between the TOWN OF PARKER, a Colorado home rule municipality (the "Town"), and KEVIN SIDEL ("Judge Sidel").

NOW, THEREFORE, it is hereby agreed that the salary for Judge Sidel as Municipal Court Judge for calendar years 2021 and 2022 shall be as follows:

I. TERM

Judge Sidel is hereby appointed for an additional two-year term, which ends on December 31, 2022.

II. COMPENSATION

Pursuant to Town of Parker Municipal Code § 3.02.080, the annual salary for Judge Sidel shall be Forty Thousand Dollars (\$40,000) per year. In addition, in the event that Judge Sidel performs judicial services for the municipal court in excess of three hundred fifty (350) hours during any calendar year in which this Eleventh Addendum is in effect, such hours in excess of three hundred fifty (350) shall be compensated at a rate of One Hundred Fourteen and 29/100 Dollars (\$114.29) per hour. In the event Judge Sidel is absent more than six percent (6%) of the scheduled municipal court sessions during any calendar year in which this Eleventh Addendum is in effect, the Town may reduce the compensation described herein by the percentage of the municipal court sessions missed by Judge Sidel.

IV. EFFECTIVE DATE

The effective date of this Eleventh Addendum is January 1, 2021.

All remaining terms and conditions in the Agreement entered into between the Town and Judge Sidel in January 2000 shall continue to remain in full force and effect, unless specifically amended hereinabove.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate, as of the date first above written.

TOWN OF PARKER, COLORADO

By: _____
Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

KEVIN SIDEL



Request for Town Council Action

Date: November 2, 2020

Submitted By: Mary Lou Brown, Finance Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 1.547 - First Reading**
A Bill for an Ordinance to Adopt the 2021 Budget and to
Make Appropriations for the Same
Department: Finance, Mary Lou Brown
Second November 16, 2020
Reading:

EXECUTIVE SUMMARY

This item requests Council approval for the Town of Parker 2021 Budget. Tonight is the first public hearing; the second public hearing and approval will occur at the November 16, 2020 meeting.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Internal work on the 2021 Town of Parker budget began in mid-July and was followed with the Annual Town Council Budget Retreat on September 25, 2020. Since the Retreat, two additional study sessions have been held with Council and the 2021 Budget document was posted to the internet on Tuesday, October 13, 2020, in advance of the legally required filing date of October 15, 2020. Tonight is the first public hearing for the 2021 Budget.

The 2021 Budget was prepared in conjunction with four overall guidelines:

- Meet the General Fund required cash balance percentage
- Invest in employees
- Maintain and grow community programs
- Prepare financially for upcoming strategic infrastructure decisions

Due to the unknown impact of COVID-19 in 2021, a careful approach was taken in building the budget. A continuation of COVID-19 impacts is assumed through the first six months of the year with a slow return to normal during the remainder of the year. Sales tax collections are budgeted at a 3% growth level to reflect a potential pullback in the local economy due to continued job loss and reduced assistance levels.

In the General Fund, which is the main operational fund of the Town, operating expense growth is under two percent which basically reflects expected inflation. The performance pay pool and the commissioned officer step plan have both been funded at three percent. In an attempt to control increasing healthcare costs, the Town will be offering two new health care plans to employees. These two plans include a smaller doctor network which should enable both employees and the Town to experience lower costs. The full-time employee count is increasing by one full-time position in Public Works; three part-time positions, one in the Town Clerk's Office, one in Finance and one in Community Development, are being moved to full-time status.

The General Fund cash-to-expense ratio is budgeted at 28.1% for year-end 2021.

Both the Recreation and Cultural Funds have been impacted by COVID-19 guidelines during 2020. The actual cash balances for these two funds will be monitored very closely for the remainder of 2020 and early 2021. Depending upon the ability to return to more normal customer levels, additional budget actions may be required in 2021.

FINANCIAL IMPACT

The 2021 Town of Parker budget includes appropriations of \$145,631,794 across all Town funds.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 1.547

RECOMMENDED MOTION

I move to approve Ordinance No. 1.547 on first reading and to schedule second reading for November 16, 2020, as part of the consent agenda.

ORDINANCE NO. 1.547, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO ADOPT THE 2021 BUDGET AND TO MAKE APPROPRIATIONS FOR THE SAME

WHEREAS, the Home Rule Charter of the Town of Parker specifies that a proposed budget be presented to the Town Council on or before the fifteenth day of October of each year;

WHEREAS, the proposed budget for 2021 was presented by the Town Administrator on October 12, 2020; and

WHEREAS, upon due and proper notice published and posted in accordance with the Town of Parker Home Rule Charter, said proposed budget was open for inspection by the public at the Town Hall, and Public Hearings were held on November 2, 2020, and November 16, 2020, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

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

Section 1. The 2021 budget for the Town of Parker, Colorado, which is attached hereto as **Exhibit A** and incorporated by this reference, is hereby adopted and the monies are appropriated to the various funds as the same are budgeted.

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

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

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

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

Exhibit A
Town of Parker
2021 Budget

General Fund

Beginning Fund Balance	\$	27,351,524
Revenues		56,489,089
Expenditures		65,435,885
Ending Fund Balance	\$	18,404,728

Conservation Trust Fund

Beginning Fund Balance	\$	339,213
Revenues		520,075
Expenditures		575,000
Ending Fund Balance	\$	284,288

Parks and Recreation Fund

Beginning Fund Balance	\$	11,273,404
Revenues		10,278,657
Expenditures		13,422,392
Ending Fund Balance	\$	8,129,669

Law Enforcement Assistance Fund

Beginning Fund Balance	\$	121,043
Revenues		84,000
Expenditures		128,567
Ending Fund Balance	\$	76,476

Cultural Fund

Beginning Fund Balance	\$	1,157,577
Revenues		4,229,524
Expenditures		4,831,630
Ending Fund Balance	\$	555,471

Recreation Fund

Beginning Fund Balance	\$	1,299,341
Revenues		9,438,200
Expenditures		9,453,269
Ending Fund Balance	\$	1,284,272

Exhibit A
Town of Parker
2021 Budget

Capital Renewal and Replacement Fund

Beginning Fund Balance	\$ 2,004,743
Revenues	10,020,000
Expenditures	-
Ending Fund Balance	<u>\$ 12,024,743</u>

Public Improvements Fund

Beginning Fund Balance	\$ 29,077,807
Revenues	9,953,140
Expenditures	19,520,000
Ending Fund Balance	<u>\$ 19,510,947</u>

Excise Tax Fund

Beginning Fund Balance	\$ 10,453,384
Revenues	2,830,000
Expenditures	2,250,000
Ending Fund Balance	<u>\$ 11,033,384</u>

Transportation Impact Fees Fund

Beginning Fund Balance	\$ 77,046
Revenues	825
Expenditures	-
Ending Fund Balance	<u>\$ 77,871</u>

Parks and Recreation Impact Fees Fund

Beginning Fund Balance	\$ 145,162
Revenues	1,600
Expenditures	-
Ending Fund Balance	<u>\$ 146,762</u>

Public Works Impact Fees Fund

Beginning Fund Balance	\$ 7,030
Revenues	90
Expenditures	-
Ending Fund Balance	<u>\$ 7,120</u>

Exhibit A
Town of Parker
2021 Budget

General Government Facilities Impact Fees Fund

Beginning Fund Balance	\$	10,480
Revenues		135
Expenditures		-
Ending Fund Balance	\$	10,615

Police Facility Impact Fees Fund

Beginning Fund Balance	\$	10,651
Revenues		135
Expenditures		-
Ending Fund Balance	\$	10,786

Court Facility Impact Fees Fund

Beginning Fund Balance	\$	996
Revenues		13
Expenditures		-
Ending Fund Balance	\$	1,009

Hess Ranch Fund

Beginning Fund Balance	\$	22,316
Revenues		25,035
Expenditures		-
Ending Fund Balance	\$	47,351

Parkglenn Construction Fund

Beginning Fund Balance	\$	213,527
Revenues		2,850
Expenditures		-
Ending Fund Balance	\$	216,377

General Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		940,323
Expenditures		940,323
Ending Fund Balance	\$	-

Recreation Debt Service Fund

Beginning Fund Balance	\$	-
Revenues		1,582,620
Expenditures		1,582,620
Ending Fund Balance	\$	-

Exhibit A
Town of Parker
2021 Budget

Stormwater Utility Fund

Beginning Fund Balance	\$ 4,977,660
Revenues	11,269,389
Expenditures	15,505,766
Ending Fund Balance	<u>\$ 741,283</u>

Fleet Services Fund

Beginning Fund Balance	\$ 1,964,739
Revenues	2,540,158
Expenditures	2,495,384
Ending Fund Balance	<u>\$ 2,009,513</u>

Technology Management Fund

Beginning Fund Balance	\$ 1,540,613
Revenues	3,990,659
Expenditures	3,975,659
Ending Fund Balance	<u>\$ 1,555,613</u>

Facility Services Fund

Beginning Fund Balance	\$ 229,717
Revenues	1,090,300
Expenditures	1,088,299
Ending Fund Balance	<u>\$ 231,718</u>

Medical Benefits Fund

Beginning Fund Balance	\$ 860,319
Revenues	4,450,000
Expenditures	4,427,000
Ending Fund Balance	<u>\$ 883,319</u>



Request for Town Council Action

Date: November 2, 2020

Submitted By: BrieAnna Simon, Associate Planner
John Fussa, Community Development Director

Reviewed By: Michelle Kivela, Town Administrator

Title: **BOWEY PROPERTY - Annexation and Zoning** *(continued from October 5, 2020)*

Applicant: Town of Parker

Location: Generally located on the northeast corner of Parker Road and Pine Drive

Department: Community Development, BrieAnna Simon

TRAKiT No.: ANX20-001 and Z20-001

EXECUTIVE SUMMARY

The subject property, known as the Bowey property, is located in unincorporated Douglas County but has been surrounded by the Town of Parker for a period of greater than three (3) years. The Town proposes an enclave annexation of the property and concurrent zoning to the A - Agricultural District designation. The attached ordinances will accomplish the annexation and zoning of the Bowey property.

Resolution 20-052 establishes the findings of facts and conclusions regarding the annexation of the Bowey property.

On September 21, 2020, the Town Council approved an amended resolution setting the public hearing of the Bowey property annexation ordinance for November 2, 2020. On October 8, 2020, the Planning Commission held a public hearing on the required zoning and made a recommendation that the Town Council approve the proposed zoning to A - Agricultural District concurrently with annexation.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Bowey property is located at the northeastern corner of Parker Road and Pine Drive. The subject property is approximately 48.9 acres in total area and is currently undeveloped. The Bowey property has been completely surrounded by the Town of Parker for a period of greater than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965 and related state law.

The Town has committed to a policy of actively pursuing the annexation of enclaves. The Parker 2035 Master Plan identifies the subject property as part of the Town's Planning Area for future growth and development. The proposed annexation is therefore consistent with the Master Plan as well as the state mandated Three-Mile Plan for future annexation.

On September 21, 2020, the Town Council approved Resolution No. 20-042.1, Series of 2020, to correct the legal description of the Bowey property and to schedule the second reading and public hearing of the annexation ordinance for November 2, 2020.

As required by Town Charter, all properties that are proposed for annexation must also be zoned at the same time. The Town is proposing to zone the Bowey property to the A - Agricultural District designation described in the Land Development Ordinance. This zoning is consistent with the current Douglas County zoning of the Bowey property as A1 - Agricultural One. The proposed zoning will ensure that the use of the Bowey property for agriculture may continue until it is developed in the future.

FINANCIAL IMPACT

None

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



ENHANCE ECONOMIC
VITALITY

ATTACHMENTS

1. Vicinity map
2. Planning Commission Staff Report
3. Resolution No. 20-052
4. Ordinance 2.274 - Annexation
5. Ordinance 3.356 - Zoning

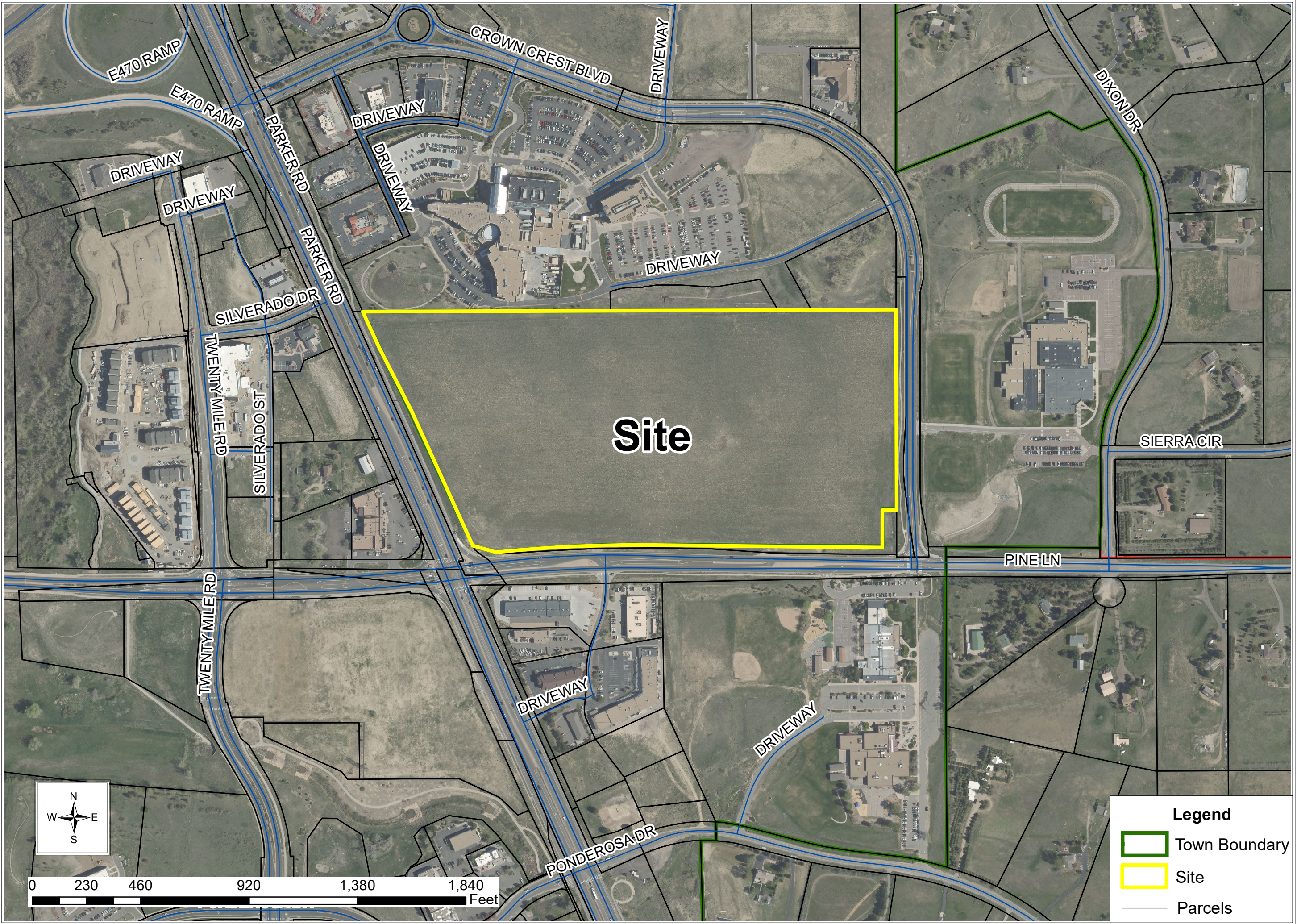
RECOMMENDED MOTION

I move to approve Resolution No. 20-052.

I move to approve Ordinance No. 2.274, on second reading.

I move to approve Ordinance No. 3.356, on second reading.

Bowey Property Annexation





Planning Commission Staff Report

Planning Commission Date: 9/10/2020

Town Council Date: 10/5/2020

Hearing Type: Public Hearing
BOWEY PROPERTY – Zoning
TRAKiT No.: Z20-001

Location: Generally located on the northeast corner of Parker Road and Pine Drive

Project Planner: BrieAnna Simon, Associate Planner

Applicant(s): Town of Parker Community Development Department

Executive Summary: The 48.9 acre Bowey Property is proposed to be zoned Agricultural in conjunction with an annexation (ANX20-001). The site is an unplatted parcel located on the northeast corner of Parker Road and Pine Drive. The property is currently zoned Agricultural One (A1) in Douglas County.

Staff Recommendation: Approval

RECOMMENDED MOTION

“I move the Planning Commission recommend Town Council approve the Bowey Property zoning request.”

ALTERNATIVE MOTIONS

*“I move the Planning Commission recommend Town Council approve the **Bowey Property** zoning request, subject to the following conditions:”*

-List proposed conditions

*“I move the Planning Commission recommend Town Council deny the **Bowey Property** zoning as the request does not meet the following approval criteria:”*

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

*“I move the Planning Commission vote to continue the **Bowey Property** zoning to a future date.”*

I. BACKGROUND/DISCUSSION

The subject property, known as the Bowey Property, is located in unincorporated Douglas County and is surrounded by the Town of Parker. The Town is processing an enclave annexation of the Bowey Property and will zone the property A-Agricultural District, which is the Town zoning most similar to the existing County zoning.

The Bowey Property is located on the northeast corner of Parker Road and Pine Drive. The subject property is approximately 48.9 acres owned by the Bowey Family Partnership LLLP. The Bowey Property has been completely surrounded by the Town of Parker for a period of not less than three (3) years and is considered an enclave under the Municipal Annexation Act of 1965. The Town has committed to a policy of actively pursuing the annexation of enclaves. The subject property is located within the Town's Planning Area described in the Parker 2035 Master Plan and the proposed annexation is consistent with the Parker 2035 Master Plan.

Vicinity Map



II. PRIOR ACTIONS

Date	Action
N/A	The annexation and zoning requests are the first actions by the Town related to the subject properties.

III. CURRENT SITE DATA

Existing Zoning	Agriculture One (Douglas County)		
Overlay District	N/A		
PD & Plan Area	Agriculture (proposed)		
Master Plan Area	Medical		
Site Acreage	48.912 acres		
Subdivision	Unplatted		
Existing Use	Vacant		
Surrounding Uses			
	Master Plan Land Use	Zoning	Existing Use
North	Medical	PD – Planned Development	Parker Adventist Hospital
South	Central Commercial	Modified C - Commercial District	Commercial
East	Medical	Public Facilities District	Sierra Middle School
West	Regional Commercial Retail	PD - Planned Development	Mixed Office/ Commercial/Restaurants

IV. PARKER 2035 MASTER PLAN

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

MASTER PLAN CONSISTENCY	
Master Plan Designation	Medical ☒ Consistent ☐ Inconsistent
Master Plan Character Discussion	Medical: This Character Area focuses on state of the art medical care, preventative health care and wellness to create an industry synergy that ensures a successful business environment. Appropriate uses include hospitals, medical offices, health care clinics and facilities, rehabilitation centers and hotels. Retail uses are appropriate where they provide an ancillary service in size, scale and purpose to the medical uses.
Consistent Goals/Strategies	<u>Land Use 1.C</u> <u>Land Use 1.E</u>
Staff Analysis	The subject property is part of an enclave annexation where the proposed zoning is consistent with the property's current Douglas County zoning. The subject property is located along Parker Road surrounded by properties within the Town boundaries and located within the Town's growth boundary. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Master Plan's Planning Area.

V. LAND DEVELOPMENT ORDINANCE

DEVELOPMENT POTENTIAL (Rezoning)			
Provisions	As recommended by the Master Plan	Proposed	Analysis
Units Per Acre	None	One unit is allowed per every 10 acres	☐ Consistent ☐ Inconsistent ☐ No Change ☒ N/A
Allowed Uses	Hospitals, medical offices, health care clinics and facilities, rehabilitation centers, hotels, and retail uses	Agricultural uses	☐ Consistent ☐ Inconsistent ☒ No Change
Height/Stories	None	35 feet	☒ Consistent ☐ Inconsistent ☐ No Change
Staff Analysis	The proposed zoning will be compatible with the current zoning in Douglas County. As detailed in the analysis above, the proposed annexation provides an opportunity to bring the proposed zoning into compliance with the Town's Master Plan. An additional rezoning and associated analysis of compliance of the future request will be required when the property is developed in the future. The annexation and zoning fulfills the Town of Parker goal of actively pursuing annexation of enclaves and roads to allow for continuity of services within the Parker 2035 Planning Area.		

VI. ACCESS, CIRCULATION & TRAFFIC ANALYSIS

The subject property currently has a right-in/right-out access to Pine Lane that serves as access to the existing agricultural uses. This access is sufficient for the current use of the property. Additional access will be required when the property is developed in the future.

VII. APPROVAL CRITERIA

Title 13.04.240.f. Approval Considerations for Rezoning Requests:

1. A need exists for the proposal.

A need exists for the annexation and zoning of the subject property, for the reasons that it will (1) allow the Town to consolidate services and recognize efficiencies of scale and delivery of services; and (2) promote orderly growth, continuity of development and certainty of development within the subject property and surrounding areas within the Town and the Town Urban Growth Area.

Based on this analysis, staff has determined that this criterion has been met.

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

This property is considered an enclave, located within unincorporated Douglas County but surrounded by the Town of Parker. The Town has been working for several years to clean up the Town's boundaries and annex these enclave areas. The subject property is contiguous with the Town and is located within the Town's Planning Area as described in the Parker 2035 General Land Use Plan.

For the reason that the subject property has been identified as property to be annexed, zoned and developed in the Town, the subject property is indeed the correct site for annexation and zoning.

Based on this analysis, staff has determined that this criterion has been met.

3. There has been an error in the original zoning; or
N/A

4. There have been significant changes in the area to warrant a zone change.

The subject property is currently zoned Agriculture One in unincorporated Douglas County. The zoning application for the subject property is for A-Agricultural District under the Town's Land Development Ordinance, which is mostly consistent with the current development standards and uses of the existing zoning in Douglas County. The property proposed for annexation is entirely surrounded by the Town and has been surrounded for more than three years.

Based on this analysis, staff has determined that this criterion has been met.

5. Adequate circulation exists and traffic movement would not be impeded by development; and

Roadway infrastructure exists around the property. No additional improvements are anticipated with the property's zoning. When the property develops in the future, additional access and circulation will be required.

Based on this analysis, staff has determined that this criterion has been met.

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.

The Town does not anticipate significant additional municipal service costs with the proposed zoning.

Based on this analysis, staff has determined that this criterion has been met.

7. There are minimal environmental impacts or impacts can be mitigated.

No new development is proposed as part of the zoning. Therefore, no additional environmental impacts are anticipated at this time. Any future development will be required to meet all environmental criteria set forth in the Land Development Ordinance.

Based on this analysis, staff has determined that this criterion has been met.

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

As detailed in Section IV of this staff report, the A-Agricultural District is consistent with the objectives identified within the Parker 2035 Master Plan.

Based on this analysis, staff has determined that this criterion has been met.

9. There is adequate waste and sewage disposal water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land uses.

The property is located adjacent to Cottonwood Water and Sanitation District and will require inclusion in the district. Infrastructure exists serving adjoining properties. When developed the property will be able to receive adequate services.

Based on this analysis, staff has determined that this criterion has been met.

VIII. SUMMARY REFERRAL AGENCY COMMENTS AND CONDITIONS

Agency	Comments
Parker Engineering	No Comment
Aztec Consultants	Minor corrections to be made on the zoning map - Corrections were made
Parker Building	No Comment
Fire Life Safety	No Comment
Douglas Country Planning	No Comment
Douglas County Public Works	No Comment
Douglas County Assessor's Office	No Comment
Douglas County School District	No Comment
Parker Police	No Comment
Parker Comprehensive Planning	The property is located within the E-470 Corridor/Medical Planning Area which recommends future medical uses and other supportive uses. The Agricultural zoning is similar to the current zoning in Douglas County and is consistent with the Parker 2035 Master Plan.
Parker Economic Development	Approved
IREA	No Comment
CenturyLink	No Comment
Comcast	No Comment
Cottonwood Water and Sanitation District	No Comment

IX. CONCLUSION

This zoning request is being processed concurrently with the annexation application as provided by the Town of Parker Home Rule Charter and Section 13.04.250 of the Parker Municipal Code and has been determined to meet the zoning approval criteria of the Parker Land Development Ordinance. Based on the analysis contained in this staff report, staff recommends that the Planning Commission recommend Town Council approve the request.

X. RECOMMENDED CONDITIONS

None

XI. ATTACHMENTS

1. Draft Zoning Ordinance
2. Zoning Map

Report Approved By: Bryce Matthews, Planning Manager

RESOLUTION NO. 20-052, Series of 2020

TITLE: A RESOLUTION TO ESTABLISH THE TOWN COUNCIL'S FINDINGS OF FACT AND CONCLUSIONS THEREON CONCERNING THE BOWEY PROPERTY ANNEXATION

WHEREAS, pursuant to C.R.S. § 31-12-110, the Town Council, sitting as the governing body of the Town of Parker, Colorado, is required to set forth certain findings of fact and its conclusion based thereon with reference to the matters described below for the property described in **Exhibit A**, which is attached hereto and incorporated by this reference, for annexation to the Town of Parker (the "Property").

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

Section 1. The Property is entirely contained within the outer boundaries of the Town of Parker, and the Property has been so surrounded for a period of not less than three (3) years, as required by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

Section 2. No election is required under Constitution of the State of Colorado, Article II, Section 30(1)(a), and C.R.S. § 31-12-107(2) or any other law of the State of Colorado or the Town of Parker.

Section 3. No additional terms and conditions are to be imposed with the annexation of the Property. The proposed annexation will not have the effect of extending a municipal boundary more than three (3) miles in any direction from any point of the Town of Parker boundary in any one year.

Section 4. An ordinance annexing the Property to the Town of Parker shall be considered by this Town Council, pursuant to C.R.S. § 31-12-111.

RESOLVED AND PASSED this _____ day of _____, 2020.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

EXHIBIT A

Legal Description

A parcel of land being a part of the Northwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the center quarter corner of said Section 10, whence the west quarter corner of said Section 10 bears south 89°47'29" west, a distance of 2,645.54 feet;

Thence along the east line of said northwest quarter north 00°07'00" west, a distance of 205.66 feet to the northerly boundary of the Town of Parker Ordinance 2.218 Pine Lane Northeast Annexation Map recorded at Reception No. 2011014832 in the records of the Douglas County, Colorado, Clerk and Recorder and the **point of beginning**:

Thence along the northerly boundary of said Annexation Map the following (4) courses:

1. North 89°21'44" west, a distance of 60.01 feet;
2. South 00°07'00" east, a distance of 160.01 feet;
3. North 89°21'44" west, a distance of 987.61 feet to the beginning of a tangent curve concave southerly having a radius of 5,805.00 feet;
4. Westerly along said curve through a central angle of 06°27'37", an arc length of 654.54 feet to the northerly boundary of the Town of Parker Ordinance 2.212 Pine Lane East Annexation Map recorded at Reception No. 2009096857 in said records.

Thence along said northerly boundary nontangent to said curve, north 74°14'22" west, a distance of 102.99 feet to the easterly boundary of the Town of Parker Ordinance 2.75 State Highway 83 Annexation Map recorded at Reception No. 9002842 of said records;

Thence along the easterly boundary of said Annexation Map the following (3) courses:

1. North 24°22'30" west, a distance of 630.01 feet;
2. North 27°14'15" west, a distance of 300.40 feet;
3. North 24°22'30" west, a distance 166.90 feet to the southerly boundary of the Town of Parker Ordinance 2.71 Crown Pointe Center Annexation Map recorded at Reception No. 9001001 of said records;

Thence along said southerly boundary north 89°47'25" east, a distance of 2,264.52 feet to said east line of the northwest quarter;

Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.

ORDINANCE NO. 2.274, Series of 2020

**TITLE: A BILL FOR AN ORDINANCE APPROVING AND ACCOMPLISHING
THE ANNEXATION OF CONTIGUOUS UNINCORPORATED
TERRITORY KNOWN AS THE BOWEY PROPERTY**

WHEREAS, the property described in attached **Exhibit A**, being in the County of Douglas, State of Colorado (the “Property”), is entirely contained within the outer the boundaries of the Town of Parker and has been so surrounded for a period of not less than three (3) years, as provided by Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106; and

WHEREAS, the Town Council of the Town of Parker, Colorado, has satisfied itself concerning the compliance of the proposed annexation of the Property with Constitution of the State of Colorado, Article II, Section 30(1)(c), and C.R.S. § 31-12-106(1).

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

Section 1. The annexation of the Property meets all requirements of law and the annexation policy of the Town of Parker, and therefore, the said annexation is hereby approved and made effective.

Section 2. Upon the effective date of this Annexation Ordinance, the Property shall become subject to the Charter, ordinances, resolutions, rules and regulations of the Town of Parker.

Section 3. Considering all of the foregoing, and based on the conviction that annexation of the Property to the Town of Parker will serve the best interests of the Town of Parker, the Property is hereby annexed to the Town of Parker.

Section 4. The Town Clerk shall file for recording one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Clerk and Recorder of the County of Douglas, State of Colorado.

Section 5. The Annexation Map showing the boundaries of the newly annexed territory, as above described, shall be kept on file in the office of the Douglas County Clerk and Recorder.

Section 6. The Town Clerk shall file one certified copy of the Annexation Ordinance and one copy of the Annexation Map with the Division of Local Governments of the Department of Local Affairs.

Section 7. **Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. The Town Council further finds that the 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 8. This Annexation Ordinance shall become effective ten (10) days after the publication date of this Annexation Ordinance, except for the purpose of general taxation, and for such purposes it shall become effective on January 1st of the next succeeding year following passage of this Annexation Ordinance.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT A

Legal Description

A parcel of land being a part of the Northwest Quarter of Section 10, Township 6 South, Range 66 West of the Sixth Principal Meridian, County of Douglas, State of Colorado, more particularly described as follows:

Commencing at the center quarter corner of said Section 10, whence the west quarter corner of said Section 10 bears south 89°47'29" west, a distance of 2,645.54 feet;

Thence along the east line of said northwest quarter north 00°07'00" west, a distance of 205.66 feet to the northerly boundary of the Town of Parker Ordinance 2.218 Pine Lane Northeast Annexation Map recorded at Reception No. 2011014832 in the records of the Douglas County, Colorado, Clerk and Recorder and the **point of beginning**:

Thence along the northerly boundary of said Annexation Map the following (4) courses:

1. North 89°21'44" west, a distance of 60.01 feet;
2. South 00°07'00" east, a distance of 160.01 feet;
3. North 89°21'44" west, a distance of 987.61 feet to the beginning of a tangent curve concave southerly having a radius of 5,805.00 feet;
4. Westerly along said curve through a central angle of 06°27'37", an arc length of 654.54 feet to the northerly boundary of the Town of Parker Ordinance 2.212 Pine Lane East Annexation Map recorded at Reception No. 2009096857 in said records.

Thence along said northerly boundary nontangent to said curve, north 74°14'22" west, a distance of 102.99 feet to the easterly boundary of the Town of Parker Ordinance 2.75 State Highway 83 Annexation Map recorded at Reception No. 9002842 of said records;

Thence along the easterly boundary of said Annexation Map the following (3) courses:

1. North 24°22'30" west, a distance of 630.01 feet;
2. North 27°14'15" west, a distance of 300.40 feet;
3. North 24°22'30" west, a distance 166.90 feet to the southerly boundary of the Town of Parker Ordinance 2.71 Crown Pointe Center Annexation Map recorded at Reception No. 9001001 of said records;

Thence along said southerly boundary north 89°47'25" east, a distance of 2,264.52 feet to said east line of the northwest quarter;

Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.

ORDINANCE NO. 3.356, Series of 2020

TITLE: A BILL FOR AN ORDINANCE ZONING CERTAIN PROPERTY WITHIN THE TOWN OF PARKER, COLORADO, KNOWN AS THE BOWEY PROPERTY TO A-AGRICULTURAL DISTRICT PURSUANT TO THE TOWN OF PARKER LAND DEVELOPMENT ORDINANCE AND AMENDING THE ZONING ORDINANCE AND MAP TO CONFORM THEREWITH

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

Section 1. Finding of Fact.

a. Application has been made for zoning certain property described in attached **Exhibit 1**, within the Town of Parker, Colorado, as A-Agricultural District, pursuant to the Town of Parker Land Development Ordinance (the “Property”).

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

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.

d. The requirements contained in Section 13.04.240(f) of the Parker Land Development Ordinance are satisfied for zoning the Property to A-Agricultural District, as described in the Parker Land Development Ordinance.

Section 2. The Property is hereby zoned A-Agricultural District, as described in the Parker Land Development Ordinance.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change to the Property.

Section 4. Approval of this Ordinance does not create a vested property right. Vested property rights may arise and accrue, pursuant to the provisions of Ordinance No. 3.65.1, as amended, of the Town of Parker.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Parker, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper

legislative object sought to be obtained. The Town Council further finds that the title to this Ordinance was posted in two public places two days before the Town Council meeting, as provided by Section 7.5e. of the Town of Parker Home Rule Charter.

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

Section 7. This Ordinance shall become effective upon the later to occur of: (i) the date that is ten (10) days after final publication; or (ii) the date the Annexation Ordinance for the Property goes into effect, whichever occurs last.

INTRODUCED AND PASSED ON FIRST READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

ADOPTED ON SECOND AND FINAL READING this ____ day of _____, 2020.

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

EXHIBIT 1

Legal Description

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Commencing at the center quarter corner of said Section 10, whence the west quarter corner of said Section 10 bears south 89°47'29" west, a distance of 2,645.54 feet;

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Thence along said northerly boundary nontangent to said curve, north 74°14'22" west, a distance of 102.99 feet to the easterly boundary of the Town of Parker Ordinance 2.75 State Highway 83 Annexation Map recorded at Reception No. 9002842 of said records;

Thence along the easterly boundary of said Annexation Map the following (3) courses:

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Thence along said southerly boundary north 89°47'25" east, a distance of 2,264.52 feet to said east line of the northwest quarter;

Thence along said east line, south 00°07'00" east, a distance of 851.29 feet the **point of beginning**.

Containing an area of 46.482 acres (2,024,739 square feet), more or less.



Request for Town Council Action

Date: November 2, 2020

Submitted By: Alex Mestdagh, Engineering Service Manager

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 4.53.8 - Second Reading**
A Bill for an Ordinance to Amend Subsection 10.09.010(a) of the Parker Municipal Code Concerning the Roadway Design and Construction Criteria Manual
Department: Engineering/Public Works, Alex Mestdagh

EXECUTIVE SUMMARY

This ordinance proposes a technical revision to the Town's Roadway Design and Construction Criteria Manual.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

The Town's *Roadway Design and Construction Criteria Manual* ("Manual") sets forth the Town's criteria for analysis and design of roadway facilities. The Manual was originally adopted in 1994, and has since been revised five times, most recently in May 2018. The Engineering Department has prepared a sixth technical revision to the Manual for the Town Council's consideration.

A full summary of the proposed revisions has been attached to the packet for the Council's reference. Full versions of the revised chapters and details have not been provided in the packet due to the size of the documents, but are available for viewing on eTrakit at project DCU20-001 or at the Town Clerk's Office. The majority of the proposed revisions are minor in nature, but staff would like to highlight and provide more information on the following items:

Pavement Design Criteria - the following revisions are proposed to better guide the pavement design process. These proposed changes are in line with industry standards:

- Added a minimum truck percentage to be used in accounting for traffic loading.
- Added a maximum structural coefficient that can be used for subbase materials.
- Added a minimum asphalt thickness for local and collector roadways.

Surface Asphalt Requirements - the proposed revision adds a requirement that all arterial roadways use Stone Mastic Asphalt (SMA) for the top two inches of the asphalt section. SMA

is stronger, more durable grade of asphalt that is used similarly by other jurisdictions in the Denver metro area. Based on the input received from these jurisdictions, staff believes that the increased cost of SMA will be more than realized in the longevity and performance of the asphalt. While SMA costs 20-30 percent more than standard hot-mix asphalt, roadways paved with SMA have been shown to last longer before needing major maintenance work. This should decrease the frequency of costly and impactful maintenance projects on the Town's major roadways. This requirement would apply to projects constructed by both the Town and by developers.

These proposed revisions were provided in a formal referral to all applicable referral agencies. The revisions were also presented to the Development Liason Committee. No objections to these proposed revisions were raised by any reviewers.

FINANCIAL IMPACT

The proposed requirement to use SMA will cost 20-30 percent more for the surface asphalt on roadway projects. This would result in a total project cost increase of approximately five percent for a typical roadway improvement project.

The other proposed revisions will not result in any significant financial impacts.

STRATEGIC GOAL(S)



DEVELOP A VISIONARY
COMMUNITY THROUGH
BALANCED GROWTH



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance 4.53.8
2. Summary of 2020 RDCCM Revisions

RECOMMENDED MOTION

I move to approve Ordinance No. 4.53.8 on second reading.

ORDINANCE NO. 4.53.8, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SUBSECTION 10.09.010(a) OF THE PARKER MUNICIPAL CODE CONCERNING THE ROADWAY DESIGN AND CONSTRUCTION CRITERIA MANUAL

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

Section 1. Subsection 10.09.010(a) of the Parker Municipal Code is amended to read as follows:

10.09.010 Adoption of standards by reference.

(a) The Town of Parker, Colorado, Roadway Design and Construction Criteria Manual, as revised ~~May 2018~~ **October 2020** (the "Manual"), and prepared by the Town, is hereby adopted by reference as if set forth herein.

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

Town of Parker
Roadway Design and Construction Criteria Manual
Summary of 2020 Revision and Technical Addendum

Section Reference	Summary of Change(s)
<u>Section 3</u>	
3.2	✓ Revised construction plan requirements for utilities to reflect new state law regarding subsurface utility engineering, and to require that all proposed utilities be locatable.
<u>Section 4</u>	
4.2.1.6	✓ Revised number of dwelling units requiring two points of access from 40 to 30 to match South Metro Fire and Rescue requirements.
4.2.2.3	✓ Added a requirement that driveways not be obstructed by storm sewer inlets.
4.2.2.4	✓ Revised minimum width for access roads to 24 feet.
<u>Section 6</u>	
6.2.4 and 6.2.5	✓ Added minimum truck percentage to be used in asphalt pavement designs. ✓ Added a maximum structural coefficient to be used for subbase materials in asphalt pavement designs. ✓ Added a minimum asphalt thickness for collector and arterial roadways. ✓ Added standard asphalt grades to be used for each roadway classification.
6.3	✓ Added minimum pavement sections for each classification of roadway.
Table 6-3	✓ Added note stating a maximum structural coefficient for native subbase.
<u>Section 8</u>	
8.7.2	✓ Added requirement to submit all permit applications electronically through eTrakit.
8.7.2.3	✓ Added submittal requirement to incorporate subsurface utility engineering requirements.
8.7.2.6	✓ Revised to reflect new fee structure for ROW Permits.
8.7.2.6	✓ Removed requirement for Town projects to obtain ROW Permit.
<u>Section 9</u>	
9.1.1	✓ Revised text to reflect the Town's new fee structure.
9.4.4	✓ Added requirements for asphalt grade by roadway classification, and specified gyration numbers for each grade.
<u>Appendix A – Standard Details</u>	
Details #9-18	✓ Revised curb ramp details to reflect latest best practices.
Details #19,20	✓ Revised to eliminate the option to reinforce crossspans with woven wire fabric.
Detail #20	✓ Increased the minimum clear width behind the driveway apron to four feet.
Details #24	✓ Replaced outdated sheet 2 with a new detail providing required tree spacing from signs per design speed.
Detail #26	✓ Added Test Hole Restoration detail.



Request for Town Council Action

Date: November 2, 2020

Submitted By: Jim Tsurapas, Chief of Police
Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 9.280.1 - Second Reading**
A Bill for an Ordinance to Approve the Third Replacement
Intergovernmental Dispatch Services Agreement By and
Between the Town of Parker and the City of Lone Tree
Department: Police Department, Jim Tsurapas
Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

The Town of Parker and the City of Lone Tree have been engaged in discussions regarding the current Intergovernmental Dispatch Services Agreement ("Dispatch IGA"). Based upon those discussions, the parties are seeking amendments to the current Dispatch IGA. The purpose of the amendments are generally administrative in nature, as well as to update the budget calculations and timelines.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

In 2005, an Intergovernmental Agreement ("Dispatch IGA") was entered into, wherein the Town of Parker agreed to provide the City of Lone Tree public dispatch services. Since 2005, the parties have entered into two prior amendments to the Dispatch IGA. Based upon discussions, it has been determined that a third amendment to the Dispatch IGA would be in the best interests of both parties. The proposed changes are generally administrative in nature and reflect the accurate titles of the individuals who are participating in the Oversight Group, as well as some necessary updates to the attached Statement of Work. Additionally, both the formula used to calculate the proportional share of costs for the City of Lone Tree, as well as the timeline for the budget calculations, have been updated to ensure that the calculations and timelines are both reasonable and efficient moving forward.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 9.280.1

RECOMMENDED MOTION

I move to approve Ordinance No. 9.280.1 on second reading.

ORDINANCE NO. 9.280.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO APPROVE THE THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF PARKER AND THE CITY OF LONE TREE

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 Third Replacement Intergovernmental Dispatch Services Agreement by and between the Town of Parker and the City of Lone Tree, 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

THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT

THIS THIRD REPLACEMENT INTERGOVERNMENTAL DISPATCH SERVICES AGREEMENT (the "Agreement") is entered in to this _____ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF PARKER, a Colorado home rule municipality ("Parker"), and the CITY OF LONE TREE, a Colorado home rule municipality ("Lone Tree") (each individually the "Party" and collectively the "Parties").

WHEREAS, Parker owns and operates a communications and dispatch center for law enforcement and emergency service providers, which dispatch center is located at 18600 E. Lincoln Meadows Parkway, Parker, Colorado 80134 (the "Dispatch Center");

WHEREAS, the Parties entered into an intergovernmental agreement on June 21, 2005, whereby Parker provided Lone Tree with public dispatch services (the "2005 Agreement");

WHEREAS, the Parties entered into a First Amendment to the 2005 Agreement on November 5, 2012, to extend the term of the 2005 Agreement to December 31, 2012 (the "First Amendment to the 2012 Agreement");

WHEREAS, the Parties entered into the Replacement Intergovernmental Dispatch Services Agreement on November 5, 2012, to replace in its entirety the 2005 Agreement, which replacement agreement commenced on January 1, 2013, and was renewed for five (5) one-year terms through December 31, 2018 (the "2012 Replacement Agreement");

WHEREAS, the Parties entered into the Second Replacement Intergovernmental Agreement, to replace in its entirety the 2012 Replacement Agreement, which replacement commenced on January 1, 2019, and was renewed for the time period of January 1, 2020 through December 31, 2020 (the "2019 Second Replacement Agreement");

WHEREAS, the Parties desire to enter into the Third Replacement Intergovernmental Agreement, to replace in its entirety the 2019 Second Replacement Intergovernmental Agreement to commence on January 1, 2021, to address changes in circumstances since Parker and Lone Tree entered into the 2019 Second Replacement Agreement;

WHEREAS, Lone Tree wishes to receive from Parker, and Parker wishes to provide to Lone Tree, public safety dispatch services ("Dispatch Services");

WHEREAS, Parker and Lone Tree agree that it is in the best interests of the residents of both municipalities for Parker to provide Lone Tree with public safety dispatch services;

WHEREAS, the coordination of services in the manner described herein will save both municipalities money in the long run;

WHEREAS, Parker also recognizes the intangible, nonmonetary benefits that it will enjoy from providing public safety dispatch services for Lone Tree;

WHEREAS, it is the parties' intent that Lone Tree assume all costs, both direct and indirect, associated with Parker's provision of public safety dispatch services to Lone Tree; and

WHEREAS, Article XIV, § 18(2)(a) of the Colorado Constitution and Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A. Services. Services to be provided by Parker and Lone Tree:

1. Services. Parker shall provide to Lone Tree the Dispatch Services outlined in the Statement of Work set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Increase in Services. Each party shall provide prior written notice to the other party of any events which are in such notifying party's control that are anticipated to increase such notifying party's call volume by more than ten percent (10%) annually. Such notice shall be provided to the other party within fourteen (14) days of the notifying party's knowledge of any such events that are not privileged or confidential; provided, however, that in no case shall the notifying party provide less than ninety (90) days prior written notice of such events.

3. Reports. In addition to any reports required by the Statement of Work, Parker shall provide to Lone Tree quarterly management reports.

4. Ownership of Records and Data. All records of the Dispatch Center related to calls dispatched for Lone Tree, including electronically stored data, geographic information system ("GIS") data, computer-aided dispatch ("CAD") data, and audio tapes, shall be co-owned by Lone Tree and Parker. Parker shall not dispose of any such records inconsistent with the Town of Parker Records Retention Schedule on file with the Parker Town Clerk, without the prior written authorization of Lone Tree by and through the City Manager or his or her designee.

5. Existing Services. It is the intent of the Parties that the provision of Dispatch Services to Lone Tree pursuant to this Agreement does not decrease the level of existing services currently provided to Parker or Lone Tree.

6. Administration. It is the overriding and critical desire of both Parker and Lone Tree to ensure that the working relationship of the Parties remain strong and united in implementation of this Agreement. To that end, there is hereby created two working groups, the "Joint Working Group" and the "Oversight Group," to administer the Dispatch Services.

a. Joint Working Group. The Joint Working Group shall be comprised of one Parker Police Commander, one Lone Tree Police Commander, and the Communications Manager, or their designees. Additional personnel from each of

the Parker and Lone Tree police departments may be appointed to the Joint Working Group upon a majority vote of all its members; provided, however, if an additional member from one police department is appointed to the Joint Working Group, then the other police department shall also appoint an additional member to the Joint Working Group. The Joint Working Group shall meet on a monthly basis throughout the calendar year, unless both Parties agree to vacate any specific monthly meeting. Notwithstanding the foregoing sentence, Joint Working Group meetings may be called at any time by any member of the Joint Working Group, upon seventy-two (72) hours advance notice to the other members. The Joint Working Group shall develop and establish operating procedures for the Dispatch Center to the extent necessary to address matters that are not contained or adequately described in this Agreement or the Scope of Work. The meetings of the Joint Working Group shall not be subject to the Colorado Open Meetings Law.

b. Oversight Group. The Oversight Group shall be comprised of the Parker Police Chief, Parker Town Administrator, the Lone Tree Police Chief, the Lone Tree City Manager, or their designees. The Oversight Group shall meet periodically, but not less than one (1) time per year. Oversight Group meetings may be called at any time by any member of the Oversight Group, upon seventy-two (72) hours advance notice to the other members. The meetings of the Oversight Group shall not be subject to the Colorado Open Meetings Law. The Oversight Group may consider and shall make recommendations on the following matters:

- i. Purchasing Procedures. The Working Group shall establish purchasing procedures (“Purchasing Procedures”) for equipment necessary to provide the Dispatch Services and make recommendations to the Oversight Group.
- ii. Staff. The Working Group shall recommend to the Oversight Group new staff which it determines will be necessary to operate the Dispatch Center.
- iii. Budget. The Oversight Group shall recommend a budget as described in Section 9 hereof to the Parker Town Council and the Lone Tree City Council, each year this Agreement is in effect.
- iv. Dispute Resolution. The Oversight Group will address disputes between the Parties related to the implementation of this Agreement.
- v. Matters of Concern. The Oversight Group will consider other matters of concern between the Parties related to the implementation of this Agreement.

7. Capital Equipment Purchases. While Dispatch Services are being provided to Lone Tree by Parker, it may become necessary to purchase additional equipment, data, and software systems to serve the needs of the Dispatch Center or the specific Dispatch Service needs of Lone Tree (the “Capital Equipment Purchases”). Such Capital Equipment

Purchases shall be made in compliance with the Scope of Work, the budget, and the Purchasing Procedures, subject to the Joint Working Group's prior approval. The Administrative Fee (as defined below) shall not be charged on the Capital Equipment Purchases. Notwithstanding the foregoing, Parker at its sole expense may acquire additional capital equipment that Parker determines is necessary in the exercise of its sole discretion, for the health, safety, and welfare of the Town of Parker.

8. Budget for 2021. All costs of the Dispatch Services attributable to Lone Tree (the "Allocated Costs") for 2021 shall be based on Lone Tree's proportionate share of the total authorized sworn peace officers of each agency for the current year, averaged with Lone Tree's proportionate share of citizen generated calls for service averaged for the preceding three years, the total Allocated Costs of which the parties have agreed is thirty-eight percent (38%) attributed to Lone Tree. **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute the annual budget for Dispatch Services for 2021, subject to the annual adjustment to calls for service ("Total Communications Budget"). The Allocated Costs for 2021 shall be the agreed upon thirty-eight percent (38%) of the Total Communications Budget, as provided in **Exhibit B**.

9. Budget for 2022 and Future Years. The Allocated Costs to be paid by Lone Tree in 2022 and in each future year thereafter during the Term shall equal Lone Tree's proportionate share of the prior year's audited actual costs for Dispatch Services. Any changes to the current formulation of the annual budget for Dispatch Services will be by mutual agreement of the Parties. The annual budget shall include the amount and timing of Capital Equipment costs attributed to Lone Tree, as well as an estimate of the operational costs to be charged to Lone Tree.

a. Final Budget. As the calculations for the year 2022 and future years will be based on the prior year's audited actuals, the Town of Parker Finance Department, shall present a final budget for Lone Tree's review and approval on or before August 15th of each year.

10. Monthly Statement and Payments. Parker will send Lone Tree a monthly statement within thirty (30) days after the end of each calendar month for the Allocated Costs for the preceding month. Lone Tree shall pay Parker the amount due on such statement within thirty (30) days of receipt thereof. If such statement is not paid in full within thirty (30) days of receipt thereof, Parker shall refer the issue to dispute resolution as provided in Section A.6.b.iv of this Agreement.

a. Administrative Fee. In addition to the Allocated Costs, the monthly statement shall include an administrative fee equal to ten percent (10%) of the Allocated Costs for the preceding month (the "Administrative Fee"), which shall be used to pay the reasonable and customary administrative costs of Parker incurred in connection with Parker's obligations under this Agreement. Notwithstanding the foregoing, in no event will the Administrative Fee payable hereunder exceed \$75,000.00 for any given year.

B. Term and Termination.

1. Term. The initial term of this Agreement shall be from January 1, 2021, through December 31, 2021. Thereafter, this Agreement shall automatically renew for five (5) subsequent one (1) year terms, unless earlier terminated as provided herein.

2. Termination. This Agreement may be terminated by either Party for any reason upon written notice to the other Party provided no later than July 1st of any year, and then the Agreement shall terminate on December 31st of the year in which the notice is given.

3. Appropriation. Pursuant to Article X, § 20 of the Colorado Constitution, the Parties' financial obligations under this Agreement and the renewal of this Agreement are specifically contingent upon annual appropriation of funds sufficient to perform such obligation. Should adequate appropriations not be made by either Party, this Agreement shall automatically terminate. This Agreement shall never constitute a debt of either Party within any statutory or constitutional provision.

C. Miscellaneous.

1. Notices. Any notice required by this Agreement shall be in writing and mailed by first class mail, postage prepaid, to the respective parties as follows:

Parker: Town Administrator
Town of Parker
20120 East Mainstreet
Parker, CO 80138

Lone Tree: City Manager
City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

2. Insurance. Parker agrees to procure and maintain, at its sole cost and expense, the following insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least A by A.M Best Company, throughout the term of this Agreement. Parker shall give notice to Lone Tree at least thirty (30) days prior to the cancellation or nonrenewal of such policies. Parker shall give notice to Lone Tree within five (5) business days, or as soon as practicable, of any modification of any such policies. Parker shall, upon request, promptly furnish Lone Tree with copies of policies obtained pursuant to this Section D.2.

a. Property Insurance to cover all Parker property, including the equipment utilized by the Dispatch Center; and

b. Commercial General Liability Insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. This policy will also include errors and omissions coverage.

3. Hold Harmless. To the extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and its officers, agents, employees and insurers from and against any and all claims, damages, liability, causes of action or expense of whatever nature (including costs, expenses and attorney fees) which may result from any loss, injury or damage allegedly sustained by any person or entity arising out of or caused by the first Party's negligence or failure to fulfill the terms and conditions of this Agreement.
4. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities either Party may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Colorado and venue for any legal action arising out of this Agreement shall be in Douglas County, Colorado.
6. Integration. The foregoing constitutes the entire agreement between the Parties and no additional or different oral representation, promise, or agreement shall be binding on any Party with respect to the subject matter of this Agreement.
7. Modification. This Agreement may only be modified upon written agreement of both Parties.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors, assigns or heirs.
9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
10. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.
11. Independent Contractor. Parker is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee between Lone Tree and Parker or any of Parker's agents or employees. Nothing in this Agreement shall make any employee of Lone Tree a Parker employee or any employee of Parker a Lone Tree employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, workers' compensation or any other rights or privileges accorded the Parker or Lone Tree employees by virtue of their employment.

PARKER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS OR ANY OTHER RIGHTS OR ENTITLEMENTS OF EMPLOYMENT UNLESS PARKER OR SOME ENTITY OTHER THAN LONE TREE PROVIDES SUCH BENEFITS.

12. Duplicate Originals. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

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

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

Town Attorney's Office

CITY OF LONE TREE, COLORADO

By: _____
Jacqueline A. Millet, Mayor

ATTEST:

Jay Robb, City Clerk

EXHIBIT A

Statement of Work

Overview:

This Statement of Work provides a description of the services and equipment to be provided for this specific project. “TOP” refers to the Town of Parker, “COLT” refers to the City of Lone Tree, “PPD” refers to Parker Police Department and “LTPD” refers to Lone Tree Police Department. This Statement of Work does not include any requests for work, items or services not described in this Statement of Work.

The following acronyms for other items, systems and organizations that will be referenced throughout this document who are not parties to this Statement of Work:

- “ALI” – Automatic Location Identification
- “ANI” – Automatic Number Identification
- “CAD” – Computer-Aided Dispatch
- “CBI” – Colorado Bureau of Investigation
- “CCIC” – Colorado Crime Information Center
- “CCNC” – Consolidated Communications Network of Colorado
- “DCETSA” – Douglas County Emergency Telephone Service Authority
- “EPN” – Emergency Preparedness Network
- “ESN” – Electronic Serial Number
- “IT” – Information Technology
- “NCIC” – National Crime Information Center
- “NIBRS/UCR” – National Incident-Based Reporting System/Uniform Crime Reports
- “ORI” – Originating Agency Identifier
- “PSAP” – Public Safety Answering Point
- “RMS” – Records Management System

Description of Services:

It is the intent of the PPD to provide twenty-four (24) hour, seven day per week, public safety dispatch services to the LTPD at the Dispatch Center.

These services will include the following:

- 911 PSAP for emergency calls;
- Answering nonemergency calls via regular telephone equipment;

- Tracking of calls for service using a CAD System;
- Live CAD data available at all times
- Radio/telephone/e-mail/etc. communication between the Dispatch Center and field units;
- CCIC and NCIC services from the field within CCIC /NCIC guidelines;
- Communication between the Dispatch Center and mobile computers in the field if provided by LTPD (dependent on software and wireless connectivity provided by LTPD);
- Mobile software and hardware applications for LTPD will be purchased by LTPD;
- Mobile software and hardware support will be provided by the TOP IT Department, including in-car hardware and Mobile CAD software.

These services do not include:

- Any IT services except for those required in the operation of the 911 system, dispatch radio system, dispatch phone system, applicable mobile applications, audio recording application and CAD system; or
- Any records processing, storage or management services beyond what is associated and necessary for the operation of the public safety dispatch function.

The Dispatch Center will be operated in accordance with the operating and personnel policies of the PPD and the TOP.

Administration:

In an effort to maintain a positive environment for both the PPD and the LTPD, it is imperative for issues and problems to be addressed efficiently. To foster communication, the Dispatch IGA has created the “Joint Working Group” and “Oversight Group” as provided in Section 6 of the Dispatch IGA.

Other administrative considerations are as follows:

- LTPD employees and command staff will follow the established chain of command when contacting Dispatch Center employees.
- LTPD will need to keep PPD apprised of any staff changes, changes to radio identifiers and any other information that may be important to Dispatch Center operations.
- LTPD will coordinate, maintain and update all emergency contact information for its staff with the Dispatch Center.
- LTPD will utilize established radio procedures and terminology. Legitimate needs for variation will be considered by the Oversight Group.
- LTPD will forward a shift roster that includes district assignments and unit number prior to the beginning of each shift.

Any additional issues of a significant nature that arise during the term of the Dispatch IGA will be forwarded to the Oversight Group for review. (Also see Paragraph 6.b.iv, “Disputes.”)

The PPD and the TOP reserve final authority over the operation of the Dispatch Center.

Personnel:

All Dispatch Center personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and the PPD. All employees of the Dispatch Center will be selected, hired and supervised by the TOP and the PPD pursuant to TOP policies, procedures and rules. It is the intent of the PPD to include LTPD in dispatcher selection processes.

TOP IT personnel are employees of the TOP and are subject to the policies and operating procedures of the TOP and its IT Department pursuant to TOP policies, procedures and rules.

911 Services:

PPD will house and operate the 911 PSAP utilizing equipment that is owned and maintained by the TOP. This equipment is already in place and is capable of handling the increased load from the addition of LTPD calls. All 911 equipment is procured, installed, maintained and utilized in accordance with the rules of the TOP. Phone and radio transmissions that utilize predetermined lines and frequencies will be recorded.

911 Equipment Provided:

- Enhanced 911 system
- 911 management software
- Recording equipment

The LTPD will provide ANI/ALI/ESN information from all calling locations within the COLT to the PPD PSAP and make arrangements for that information to be routed to the PPD as needed.

EPN service capabilities are currently in place and will be provided to LTPD. The LTPD will be responsible for any costs associated with EPN activations resulting from its operations.

Non-Emergency Calls:

The Dispatch Center will answer nonemergency calls requiring police services for LTPD and will then dispatch resources as needed. It is understood that LTPD will have staff during regular business hours to handle general information and business calls. After regular business hours, calls will be transferred to the Dispatch Center where they will be answered and routed as needed. Calls not requiring police response will be routed back to LTPD administrative staff or another LTPD-defined phone number or staff member. Some of these calls may be handled by the COLT-automated phone system when appropriate.

Computer-Aided Dispatch:

The PPD will house and maintain the CAD system that is capable of multiagency dispatching. The CAD system, software, data and attachments will remain the property of the TOP. This system will be utilized to track calls for service requiring LTPD response. LTPD will be responsible for providing map data, code files, unit information, patrol areas, radio identifiers, radio call signs, etc., so that these items may be integrated into the CAD system. The LTPD may request or view

CAD data as needed within the limits of applicable policies and laws. LTPD will be provided with periodic reports on response times, calls for service, call locations, etc., that can be obtained from available CAD data sources.

Radio Communication:

The PPD will provide dispatch radio consoles and appropriate talk group capacity to LTPD on PPD talk groups. This will enable two-way communications between the Dispatch Center and LTPD units and personnel in the field. LTPD will be responsible for providing all radios for police vehicles, police personnel and any other radios LTPD may want to acquire. These radios must be compatible with the CCNC system and must be properly programmed and aligned to PPD and CCNC standards. These radios will be maintained by LTPD. The LTPD will be responsible for obtaining membership to the CCNC and for any charges associated with this membership and CCNC radio operation fees. The LTPD will be responsible for forwarding personnel rosters, district/beat information, car designations, radio identifiers and radio call signs, as well as any future updates to this information. Radio call signs will need to be coordinated between PPD and LTPD so that there are no duplications.

CCIC/NCIC Inquiries:

The PPD will provide CCIC/NCIC services to LTPD units and personnel in the field who would normally utilize a dispatch center for this information. This information includes checks for wants and warrants, warrant confirmation, vehicle listings, driver's information, serial number clearance, etc. The LTPD will be responsible for obtaining its own CCIC/NCIC connection, required hardware, required software and ORI number. The LTPD will be responsible for appointing its own CCIC/NCIC coordinator who will insure that LTPD operates within CCIC/NCIC guidelines. LTPD personnel will be responsible for the entry of municipal warrants, stolen property, vehicles, pawn slips, etc., through its own ORI, unless the entry of these items is of a time-sensitive nature. PPD will provide CCIC/NCIC information, warrant confirmation, teletypes, locates, etc., and any other entries that are normally requested through the dispatch center. The LTPD will be responsible for its own NIBRS/UCR entries into CCIC/NCIC and for annual statistic confirmation and reporting with the CBI. PPD will act as the "guard agency" for LTPD within CCIC/NCIC guidelines.

Disputes:

The Oversight Group will address any complaints, concerns or disputes of a significant nature that arise regarding dispatch services. Issues of lesser importance may be addressed by the supervisory staff of the two agencies within the guidelines set forth by the Oversight Group. The value of open

and efficient communications is imperative to the successful operation of a quality communications and a mutually beneficial partnership.

EXHIBIT B
TOTAL COMMUNICATIONS BUDGET

PD Dispatch

		2020 Amended Budget	2020 Projection	2021 Budget	Variance
101-4215-1102	Sal & Wage - FT	1,085,182	1,145,900	1,225,596	140,414
101-4215-1104	Sal & Wage - PT	26,266	15,710	26,266	0
101-4215-1300	OT	45,000	29,034	30,000	(15,000)
101-4215-1301	Sal & Wage - LEAF	0	0	0	0
101-4215-1302	Sal & Wage - OT (Grants)	207,981	135,000	211,962	3,981
101-4215-1350	On Call Pay	3,883	3,329	8,360	4,477
101-4215-1410	Health Insurance	17,093	16,447	22,036	4,943
101-4215-1411	Life and Disability	0	0	0	0
101-4215-1420	FICA	115,255	112,936	125,561	10,306
101-4215-1430	Retirement Contribution	0	0	0	0
101-4215-1460	Workers Comp	0	0	0	0
101-4215-1496	Cell Phone Allowance	847	650	681	(166)
Total Personnel		1,501,507	1,459,006	1,650,462	148,955
101-4215-2100	General Supplies	2,000	1,000	2,000	0
101-4215-2110	Program Supplies	250	250	200	(50)
101-4215-2200	Clothing & Uniforms	2,000	1,000	2,000	0
101-4215-2270	Meeting and Meal Expense	300	150	300	0
101-4215-3340	Medical Services	1,575	1,575	1,575	0
101-4215-3390	Other Prof/Tech Services	800	400	800	0
101-4215-3530	Telephone & Radio	3,100	2,000	3,100	0
101-4215-3563	Travel	1,000	500	1,000	0
101-4215-3570	Educ, Trng and Dev	575	1,070	1,075	500
101-4215-3600	Memberships and Dues	100	100	100	0
101-4215-3710	Postage & Delivery	50	50	50	0
Total Ops		11,750	8,095	12,200	450
101-4215-4602	Tech Mgmt (IS Alloc)	175,006	175,006	180,777	5,771
Total		1,688,263	1,642,107	1,843,439	155,176
911 Authority reimbursement				175,000	
Calls for Service				38%	
<u>Due from Lone Tree</u>					
Allocated Cost				700,507	
Parker 10% Admin Fee				70,051	
911 Authority Reimbursement				(66,500)	
Lone Tree Share				704,058	



Request for Town Council Action

Date: November 2, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.02.7 - Second Reading**
A Bill for an Ordinance to Amend Section 3.01.080 of the
Parker Municipal Code Concerning Trials
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

Staff is proposing an update to Parker Municipal Code Sections 3.01.080 - Trials, related to the jury fee, for purposes of complying with the State's Municipal Court Rules.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Upon a review of Parker Municipal Code Section 3.01.080 - Trials, it was determined that the Town's current jury fee of forty-five dollars (\$45.00) listed in the Code is not consistent with the State's Municipal Court Rules. Though the Town is a home-rule municipality, based on the legal authority, the Town must still abide by the State's fee of twenty-five dollar (\$25.00) for the jury fee in Municipal Court.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



PROMOTE A SAFE AND
HEALTHY COMMUNITY

ATTACHMENTS

1. Ordinance No. 5.02.7

RECOMMENDED MOTION

I move to approve Ordinance No. 5.02.7 on second reading.

ORDINANCE NO. 5.02.7, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 3.01.080 OF THE PARKER MUNICIPAL CODE CONCERNING TRIALS

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

Section 1. Section 3.01.080 of the Parker Municipal Code is amended to read as follows:

3.01.080 Trials.

(a) Trial by jury. A defendant shall be entitled to a trial if:

(1) The defendant is charged with an offense for which Section 16-10-101, *et seq.*, C.R.S., preserves the right to a jury trial; and

(2) Within twenty-one (21) days after arraignment or entry of a plea, the defendant files with the Municipal Court a written jury demand and at the same time tenders a jury fee of ~~forty-five~~ twenty-five dollars ~~(\$45.00)~~ (\$25.00), unless the jury fee is waived by the Judge because of the indigence of the defendant.

A juvenile is not entitled to a trial by jury when the petition alleges a delinquent act which is a misdemeanor, a petty offense, a violation of a municipal or county ordinance or a violation of a court order.

(b) Jury membership. The jury shall consist of three (3) jurors unless a greater number, not to exceed six (6), is requested by the defendant in a written jury demand. Jurors shall be selected from a jury list as provided for courts of record, and shall be paid the sum of:

(1) Six dollars (\$6.00) per day for actual jury service;

(2) Three dollars (\$3.00) for each day of service on the jury panel alone.

(c) Trial to the Court. All other charges to which the defendant has pled not guilty, but for which the defendant has not perfected the right to a jury trial pursuant to Subsection (a) above shall be tried to the court with the Municipal Judge as factfinder.

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



Request for Town Council Action

Date: November 2, 2020

Submitted By: Jamie Wynn, Assistant Town Attorney

Reviewed By: Michelle Kivela, Town Administrator

Title: **ORDINANCE NO. 5.72.1 - Second Reading**
A Bill for an Ordinance to Amend Section 8.08.060 of the
Parker Municipal Code Concerning Display, Consumption or
Use of Marijuana in Public Places
Department: Town Attorney, Jamie Wynn

EXECUTIVE SUMMARY

Staff is proposing to update Parker Municipal Code section 8.08.060 related to Display, consumption or use of marijuana in public places, specifically to update the penalty associated with a violation of this second for consistency within the Municipal Code.

STAFF RECOMMENDATION

Approve

BACKGROUND/DISCUSSION

Parker Municipal Code Section 8.08.060 - Display, consumption or use of marijuana in public places, does not list a specific penalty for a conviction, guilty plea, or no contest. Under Municipal Code Section 8.01.040, there are general penalties established for various violations under Title 8. However, the other provisions in Chapter 8.08 with respect to violations involving marijuana limit the punishment to a fine of "not more than one hundred dollars (\$100.00)." For consistency, staff is requesting to amend the Code to include the same punishment for Section 8.08.060 as the other Code provisions related to marijuana violations.

FINANCIAL IMPACT

None.

STRATEGIC GOAL(S)



ATTACHMENTS

1. Ordinance No. 5.72.1

RECOMMENDED MOTION

I move to approve Ordinance No. 5.72.1 on second reading.

ORDINANCE NO. 5.72.1, Series of 2020

TITLE: A BILL FOR AN ORDINANCE TO AMEND SECTION 8.08.060 OF THE PARKER MUNICIPAL CODE CONCERNING THE DISPLAY, CONSUMPTION OR USE OF MARIJUANA IN PUBLIC PLACES

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

Section 1. Section 8.08.060 of the Parker Municipal Code is amended to read as follows:

8.08.060 Display, consumption or use of marijuana in public places.

(a) It is unlawful for any person to display, consume or use marijuana, as defined in Subsection 8.08.030(a) of this Chapter, in any public place, as defined in Subsection 8.01.010(b) of this Title, upon property owned, operated, leased or maintained by the State or any political subdivision or agency thereof, or upon property owned, operated, leased or maintained by the Town.

(b) Upon conviction of this Section, or a plea of guilty or no contest thereto, punishment shall be by a fine of not more than one hundred dollars (\$100.00).

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